

LEE VALLEY REGIONAL PARK AUTHORITY

**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS
AND SERVICES**

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DEFINITIONS AND INTERPRETATION

In these Conditions:

- 1.1 The words in quotation marks below describe or identify, as appropriate, the following words or matters and shall have the same meaning throughout these Conditions.
 - 1.1.1 **'the Authority'** shall mean the Lee Valley Regional Park Authority and such term shall include its duly authorised representatives.
 - 1.1.2 **'the Supplier'** shall mean the person, firm or company who is the named recipient of the Order and shall include the named recipient's employees, personal representatives, successors and permitted assigns.
 - 1.1.3 **'the Order'** shall mean the Authority's formal order documentation, duly authorised, incorporating these Conditions and any documents and special conditions referenced in such formal order documentation.
 - 1.1.4 **'the Contract'** shall mean the contract between the Authority and the Supplier consisting of the Order (as accepted by the Supplier), these Conditions and any other documents (or part of them) specified in the Order or notified in writing by the Authority to the Supplier.
 - 1.1.5 **'the Supply'** shall mean all activities that the Supplier is contractually obliged to complete in fulfilment of the Order.
 - 1.1.6 **'the Goods'** shall mean any goods to be supplied by the Supplier in accordance with the terms of the Contract.
 - 1.1.7 **'the Services'** shall mean any services to be supplied by the Supplier in accordance with the terms of the Contract.
 - 1.1.8 **'Conditions'** shall mean these conditions and any special conditions referred to in the Order.
- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders.
- 1.3 The headings in this document are inserted for convenience only and shall not affect its construction or interpretation.
- 1.4 Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done.

2. OFFER AND ACCEPTANCE

- 2.1 The Order constitutes an offer by the Authority to purchase the Supply from the Supplier, which shall be deemed to have been accepted on the Supplier's either confirming its acceptance in writing duly signed by or on behalf of the Supplier or providing, or beginning to provide, all or part of the Supply, except that (unless otherwise notified by the Authority in writing) such offer shall lapse unless it is so accepted within 14 days after the date of such offer.
- 2.2 No terms and conditions put forward at any time by the Supplier ('**Supplier Conditions**') shall form any part of the Contract, despite any contrary provisions in any of the Supplier Conditions and the Supplier waives any right that it otherwise might have to rely on the Supplier Conditions.

3. VARIATION

These Conditions may only be varied by the written agreement of the Authority and the Supplier.

4. DELIVERY AND TIME FOR PERFORMANCE

- 4.1 The Supplier shall deliver the Supply to or at the Authority premises during business hours in accordance with the instructions and date(s) specified in the Order (or, if no date is specified, within 14 days after the date of the Order or such earlier time as may be reasonable in all the circumstances). Time is of the essence for the delivery of the Supply.
- 4.2 The Authority must be notified and written consent obtained from the Authority for any change to the delivery date. The Authority is not bound to agree to any request for change to the delivery date.
- 4.3 Each delivery of goods shall be accompanied by a delivery note which shows the order number, the contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.4 Access to Authority premises, facilities or storage by the Supplier shall comply with the reasonable requirements of the Authority and shall be at the Supplier's risk. The Supplier shall take all reasonable precautions against causing unnecessary damage to the premises and shall make good any loss or damage caused by the Supplier.
- 4.5 Except where expressly agreed in writing to the contrary, the Supplier shall at its own cost provide all materials, parts, components and replacements and all computer programs needed to provide the Supply. The Supplier shall off-load goods at its own risk.
- 4.6 If the Supply is to be delivered by instalments, the Contract shall be treated as a single contract and not severable.

5. LABELLING AND PACKAGING

The contents of the Supply shall be clearly marked. All containers of hazardous goods (and all relevant documents) shall bear prominent and adequate warnings. Where applicable, Product Data Sheets required by the Control of Substances Hazardous to Health Regulations 1988 and the

Chemicals (Hazard Information and Packaging) Regulations 1993 must be provided (in a form suitable for photocopying).

6. **DESPATCH OF GOODS AND DAMAGE IN TRANSIT**

The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Authority shall elect) the whole or part of any Goods to be supplied pursuant to the Order which fails to arrive or arrives damaged.

7. **FORCE MAJEURE**

7.1 Neither the Supplier nor the Authority shall be liable for breach of its obligations under the Contract to the extent that such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Supplier) lightning or earthquake, war, military operations, act of terrorism or riot. Nonetheless each party shall use reasonable endeavours to perform its obligations under the Contract and the Supplier shall maintain business continuity plans to this effect.

7.2 The Authority shall notify the Supplier within thirty days of the end of a period of disability occurring under Condition 7.1 above whether it requires the Supply to be recommenced, varied or cancelled (without further liability to either party). Where the Supply is recommenced the Order shall be subject to a formal Order amendment to validate the extension of the time for completion or delivery of the Supply by the period of disability.

8. **TITLE, RISK AND ACCEPTANCE**

8.1 Without prejudice to any of the rights or remedies of the Authority (including those under Condition 6):

8.1.1 title to the Goods shall pass to the Authority upon delivery of the Goods, unless payment for the Goods is made before delivery, in which case title shall pass to the Authority once full payment has been made; and

8.1.2 risk in the Goods shall only pass to the Authority upon acceptance of the Goods in accordance with these Conditions, despite any earlier passing of title to the Goods.

8.2 The Supplier shall accept risk in any property of the Authority which the Supplier removes from Authority premises in performing the Contract.

8.3 The Authority shall not be deemed to have accepted the Goods until it has had a reasonable period of time to inspect them following delivery or, if later, within a reasonable period of time after any latent defect in them has become apparent.

9. **ORDER PRICE AND INVOICING**

9.1 All pricing shall be fixed and firm (non-revisable) for the duration of the Order. No invoices will be accepted, or payments made, in excess of the Order price without the Authority's prior written agreement. All prices shall exclude VAT, but shall be inclusive of all other taxes, duties, costs and charges (including

charges for packaging, insurance and delivery to the nominated receiving address).

- 9.2 Invoices may be rendered only after the Supply has been correctly delivered in accordance with Condition 4. All invoices must state the relevant Order number clearly – failure to do so will result in the invoice being returned. If the Supplier is VAT-registered, all invoices must also be valid VAT invoices.
- 9.3 The Authority shall make payment, provided the Supply complies with the Contract, within 30 days after receipt of a valid invoice.
- 9.4 If the Supplier's invoice is or appears to be in error and has to be investigated, the date of receipt and consequently the date by which payment is due will be measured from the date on which such queries are satisfactorily resolved by both parties, if applicable, the date on which a re-submitted correct invoice is received.
- 9.5 Should any sums be outstanding, the Supplier is not entitled to suspend deliveries of the Supply. No payment shall be made for rejected goods.

10. **QUALITY STANDARDS**

10.1 The Supplier warrants, represents and undertakes that the Supply shall:

- 10.1.1 be of satisfactory quality, design, material and workmanship;
- 10.1.2 be fit for any purpose held out by the Supplier or made known to the Supplier at the time in writing (including, for these purposes, by email) when the Order is placed;
- 10.1.3 be free from defects and any third party lien, charge, claim title, interest or other encumbrance;
- 10.1.4 not contain anything that is offensive or harmful, nor bring, or be likely to bring, the Authority or the Lee Valley Regional Park into disrepute;
- 10.1.5 without limitation conform with and fulfil in all respects:
 - 10.1.5.1 the Order;
 - 10.1.5.2 any variation of the Order agreed in writing by the parties;
 - 10.1.5.3 the requirements of any relevant UK or EU statute, order, regulation, directive, standard, code of practice or bye-law from time to time in force which is relevant to the Supply; and
 - 10.1.5.4 any recommendation or representation made by the Supplier; and
- 10.1.6 be provided in a proper and efficient manner by appropriately qualified, trained and experienced personnel under proper management and supervision, with all due care, skill and diligence, in accordance with good industry practice and to such high standard of quality as it is reasonable for the Authority to expect in all the circumstances from a

competent supplier experienced in providing supplies equivalent to the Supply.

- 10.2 The Authority's rights under the Contract are in addition to the statutory provisions implied in favour of the Authority by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Supplier warrants that the Supply does not infringe the intellectual property rights of any third party.
- 11.2 All rights (including without limitation ownership and copyright) in any specifications, information, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by the Authority or obtained by the Supplier in connection with the Order shall remain vested solely in the Authority and shall remain confidential.
- 11.3 The intellectual property rights (including without limitation copyright) in any thing arising out of the Supply shall vest in the Authority.
- 11.4 The Supplier shall by the Contract have no right to use any of the Authority's trade marks, logos or other intellectual property rights and shall not represent (directly or indirectly) that any Supply provided by the Supplier has been endorsed or approved by the Authority.
- 11.5 This Condition shall apply both during the term of the Contract and after its completion or its termination.

12. PUBLICITY

- 12.1 The Supplier shall not undertake any activity (commercial or otherwise) that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any of the venues owned by the Authority, with the Authority itself or with Lee Valley Leisure Trust Limited or knowingly participate in, facilitate or encourage any ambush marketing of the Authority, its venues or its sponsors or act in any way which could harm the Authority's brands, trademarks or other proprietary rights or those of the sponsors of the Authority or its venues.
- 12.2 The Supplier acknowledges that it has not been granted any marketing, advertising or sales promotion rights whatsoever relating to the Authority or its venues and the Supplier confirms that it shall not without the specific prior written approval of the Authority publish or issue any statement (factual or otherwise) about the Supply or the Contract.
- 12.3 The Supplier shall, by virtue of the Contract, have no right to use any of the Authority's trademarks, logos, names or other intellectual property rights (including the names "White Water Centre", "VeloPark" or "Hockey and Tennis Centre") and shall not represent (directly or indirectly) that any of its products or services are in any way associated with the Authority or its venues or are endorsed by or approved by the Authority.

13. **WARRANTIES**

13.1 The Supplier warrants for a minimum period of twelve months from Acceptance by the Authority that:

13.1.1 the Goods shall be free from defects in design, materials and workmanship and be fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority;

13.1.2 the Goods shall conform in all respects with any sample approved by the Authority; and

13.1.3 the Goods and/or the Services shall conform with the requirements of all relevant enactments and with relevant European standards or equivalent.

13.2 The Supplier shall assist the Authority or its authorised representatives (on a free-of-charge basis) to make any inspections or tests the Authority may reasonably require of the Supply at any time prior to acceptance.

13.3 The Authority may suspend the Supply in whole or in part without paying compensation if the Authority is reasonably of the opinion that the Supplier is in breach of Condition 19.

14. **REMEDIES**

If the Supply is not completely in accordance with the Order or becomes so during the warranty period (including, without limitation, any slight or minor variation) the Authority may, without prejudice to its other rights or remedies:

14.1 reject the Supply in whole or in part on the basis that a full refund for the Supply so returned (including the cost of any such return) shall be promptly paid by the Supplier;

14.2 have the Supply repaired, re-done or replaced by the Supplier within 10 days of receipt of notice from the Authority (unless otherwise agreed between the parties) with a supply which complies in all respects with the requirements of the Order;

14.3 refuse to accept any further deliveries of the Supply, but without any liability to the Supplier;

14.4 make a reasonable deduction from the Order's total value, as deemed reasonable by the Authority;

14.5 have the Goods repaired (made good), re-stored or replaced by another supplier at the Supplier's expense; and/or

14.6 recover from the Supplier any expenditure reasonably incurred by the Authority in obtaining the equivalent supplies in substitution from another supplier.

15. **WAIVER**

- 15.1 Failure or delay by the Authority at any time to enforce the provisions of or exercise any remedy under the Contract shall not be construed as a waiver of that or any other right or remedy.
- 15.2 The Authority may waive any right or remedy arising from a breach of the Contract provided that any such waiver is confirmed in writing and signed by the Authority.

16. **CONFIDENTIALITY**

- 16.1 In this Condition 16, '**Confidential Information**' means information (in any form whatsoever) that is confidential to the Authority or to any third party to whom the Authority owes a duty of confidentiality (including the provisions of the Contract), but excluding confidential information which, at the time of its disclosure by the Authority, is in the public domain otherwise than by breach of the terms of the Contract or law.

- 16.2 The Supplier shall:

16.2.1 treat Confidential Information as confidential;

16.2.2 not disclose Confidential Information to any third party except if required to be disclosed by applicable law or order of a court of competent jurisdiction or other competent authority; and

16.2.3 not use Confidential Information for any purpose whatsoever other than to fulfil the Supplier's obligations under the Contract.

- 16.3 Upon expiry or termination of the Contract, the Supplier shall ensure that all hard copies of Confidential Information in the possession of the Supplier are destroyed or returned to the Authority and that all Confidential Information stored electronically, digitally or magnetically outside of the Authority's offices is erased.

- 16.4 This Condition shall apply both during the term of the Contract and after its completion or its termination.

- 16.5 Without prejudice to the generality of the foregoing, the parties acknowledge that the provisions of the Freedom of Information Act 2000 may apply to the Contract or to some aspects of it as set out below in Condition 18.

17. **COMPLIANCE WITH LAWS**

- 17.1 In providing the Services, the Supplier shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, including but not limited to all applicable requirements of the Data Protection Legislation.

- 17.2 For the purposes of this Condition 17:

'**Data Protection Legislation**' means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal

effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

'UK Data Protection Legislation' means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

18. FREEDOM OF INFORMATION

18.1 The Supplier acknowledges that the Authority has adopted the Freedom of Information Act 2000 (**'the FOIA'**) as if it were a body to which the FOIA applies and therefore complies with it as if it were subject to its provisions.

18.2 In this Condition 18, **'Information'** has the meaning given to it in section 84 of the FOIA.

18.3 If the Supplier receives any request for Information pursuant to the FOIA (regardless of whether or not such request complies with the strict requirements of the FOIA) it shall:

18.3.1 make no response to such request other than a bare acknowledgement of receipt stating that the request has been passed to the Authority;

18.3.2 pass such request (and a copy of the letter referred to in Condition 18.3.1) to the Authority within 24 hours of receipt of the request by the Supplier; and

18.3.3 take no further action in regard to such request save at the direction of the Authority.

18.4 The Supplier shall upon request by the Authority (and within such period as the Authority may specify) provide the Authority with all assistance and Information under its control to enable the Authority to respond to a request for Information within the time for compliance prescribed by the FOIA.

18.5 The Authority shall be responsible (in its sole discretion) for deciding:

18.5.1 the Information that is to be disclosed pursuant to a request for Information (regardless of whether such Information originates from the Authority or the Supplier); and

18.5.2 the Information (if any) that is exempt from disclosure pursuant to the FOIA.

18.6 The Supplier acknowledges that the provisions of this Condition 18 and of the FOIA may override any obligation of confidentiality as between the Authority and the Supplier and that the Authority may be obliged to disclose Information without consulting the Supplier or having consulted the Supplier but in opposition to the views of the Supplier.

18.7 Each party shall bear its own costs of compliance with this Condition 18.

19. HEALTH AND SAFETY

- 19.1 Without prejudice to the generality of Condition 10 the Supplier in making the Supply shall have full regard to safety of persons who may be affected in any way and shall comply with the requirements of the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other legislation, regulations and codes of practice pertaining to the health and safety of persons.
- 19.2 The Supplier shall operate a system of risk assessment, to comply with appropriate Health and Safety legislation. The Supplier shall provide copies of any risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by the Authority.
- 19.3 The Supplier shall conduct all necessary tests and examinations prior to delivery of the Supply to ensure that the Supply is designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using it. The Supplier shall give the Authority adequate information about the use for which the Supply has been designed and has been tested and about any conditions necessary to ensure that when put to use the Supply will be safe and without risk to health.
- 19.4 Throughout the progress of any activity undertaken on Authority premises, the Supplier shall keep such working area in an orderly state and shall provide and maintain at its own cost all lights, guards, fencing and warning signs for the protection of the working area and for the safety and convenience of the public and others.

20. ANTI DISCRIMINATION, HUMAN RIGHTS AND WHISTLE-BLOWING

- 20.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment. The Supplier shall to the extent relevant to this Agreement comply with the Authority's equal opportunities policies.
- 20.2 The Supplier shall take all reasonable steps to secure the observance of clause 23.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in performance of this Agreement.
- 20.3 The Supplier shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.
- 20.4 The Supplier shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.
- 20.5 If the Authority's internal or external auditors shall wish to investigate this Agreement, then the Supplier shall provide such information, access and co-operation as those persons may reasonably require.
- 20.6 The Supplier shall ensure it maintains effective whistle-blowing policies whereby the Supplier's employees may raise in confidence concerns about

possible malpractice without fear of victimisation, discrimination or disadvantage.

21. PREVENTION OF CORRUPTION

The Authority may terminate this Agreement and recover all its loss if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:

- 21.1 offer, give or agree to give to anyone any inducement or reward in respect of this or any other Authority contract (even if the Supplier does not know what has been done);
- 21.2 fail to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; or
- 21.3 commit any fraud in connection with this or any other Authority order or contract whether alone or in conjunction with Authority members or employees.

22. DISPUTES

The parties shall use reasonable endeavours to resolve any dispute or claim arising in connection with the Contract by prompt discussion in good faith at managerial level appropriate to the dispute. Such discussion shall not be a pre-condition to the commencement of legal proceedings before any court. Unless the Contract has already been terminated, the parties shall continue to perform their obligations under the Contract regardless of the nature of the dispute.

23. INDEMNITY

The Supplier shall indemnify and keep indemnified the Authority from and against any and all loss, damage or liability (whether criminal or civil), claims, actions demands, costs, charges and expenses of any nature whatsoever, including any legal fees or other costs incurred by the Authority as a result of or in connection with:

- 23.1 any breach of the warranties, representations and undertakings contained in this Contract;
- 23.2 any liability under the Consumer Protection Act 1987 in respect of the Goods;
- 23.3 any act or omission of the Supplier, or the Supplier's employees or agents, in connection with the provision of the Supply;
- 23.4 any claim that the Supply or its possession or use by the Authority breaches any statute or regulation or constitutes, or is alleged to constitute, a tort against a third party; and/or
- 23.5 any infringement or alleged infringement of any intellectual property rights or moral rights of any third party arising from the provision or use of the Supplies or the possession or use of any materials supplied under this Contract.

24. INSURANCE

The Supplier shall maintain for the duration of the Contract public liability insurance and, where applicable, product liability insurance with a reputable insurer with an adequate indemnity limit of not less than £5,000,000 (five million pounds) in respect of any one incident and shall on request produce to the Authority the relevant policy documents together with receipts or other evidence of payment of the latest premium due thereunder.

25. RIGHT OF SET-OFF

Where the Supplier owes any sum of money to the Authority, the same may be deducted by the Authority from any sum then due or which at any time thereafter becomes due to the Supplier from the Authority under this Agreement or pursuant to any other agreement.

26. TERMINATION

- 26.1 The Contract shall expire on the completion of the final delivery of the Supply ordered under it or such later date as the parties may agree in writing.
- 26.2 The Authority may, without prejudice to its other rights and remedies, terminate the Contract in whole or in part (and where applicable enter upon and expel the Supplier from any premises or site to which it has been given access) by written notice without incurring any liability to the Supplier if any of the events specified in Condition 26.3 occur. No period of notice shall be required but the notice shall state the date on which the termination is to take effect.

26.3 The events referred to in Condition 26.2 are:

26.3.1 The Supplier has failed to make the Supply within the time specified in the Order.

26.3.2 The Supplier has breached the Order in a way which the Authority reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Order.

26.3.3 The Authority has given the Supplier at least one month's notice to remedy a breach of contract which can be remedied and the Supplier has failed to do so.

26.3.4 The Supplier has without reasonable cause failed to proceed diligently with or wholly suspends performance of any activity under the Order.

26.3.5 The Supplier shall enter into any composition or arrangement with all or any class of its creditors; shall have a receiver, manager, administrative receiver or administrator appointed over all or substantial part of its undertaking or assets; or brings or commences, or is the subject of, winding-up, bankruptcy or any other insolvency proceedings.

26.4 The Authority may cancel an Order in respect of all or part only of the Supply at any time prior to the due date for their provision by giving the Supplier at least 14 days' notice.

26.5 In the event of termination of the Order or rejection under Condition 14, the Authority may engage another contractor to make the Supply and the Supplier shall be liable to pay the Authority as a debt any extra cost that the Authority incurs in so doing in excess of the total value of the Order.

26.6 Following termination or expiry of the Contract or cancellation of the whole or part of any Order for any reason, the Authority's sole liability shall be to pay the Supplier a fair and reasonable price for the services performed before the date of expiry, termination or cancellation, provided that the Supplier submits a valid invoice for such price within 28 days after such date.

26.7 Expiry or termination of the Contract for whatever reason shall not affect either party's rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force by or after expiry or termination.

27. **ASSIGNMENT AND SUB-CONTRACTING**

27.1 The Supplier shall not without the written consent of the Authority assign, charge, sub-contract or otherwise dispose of the benefit or burden of the whole or any part of the Contract. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its obligations or responsibilities under the Order and they remain the full and sole responsibility of the Supplier.

27.2 The Authority may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract to

any successor body of the Authority, including any trust created or appointed to take over the Authority's assets, or part thereof, and/or to any trading subsidiary of such trust.

28. PURCHASE OUTSIDE THE CONTRACT

The Authority shall have the right to employ a person or company other than the Supplier to make supplies of the same type as is contemplated by the Order if it shall in its absolute discretion think fit to do so.

29. RIGHTS OF THIRD PARTIES

Subject to clause 27.2, no provision of this Contract is intended to confer any benefit on, or to be enforceable by, any person who is not a party to the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

30. NO AGENCY/EMPLOYMENT/PARTNERSHIP

Nothing in the Contract shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Authority and the Supplier and, the Supplier shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Authority nor shall the Supplier hold itself out as having authority to bind the Authority and shall ensure that its employees and agents do not hold themselves out likewise.

31. ENTIRE AGREEMENT

The Contract contains the entire agreement between the parties in relation to the Supply. Each party acknowledges that, in entering into the Contract, it is not relying on any representation or other assurance except as expressly set out or referred to in the Contract, provided that nothing in this Contract shall limit or exclude any liability for fraud.

32. SEVERANCE

If any of the Conditions become or are declared by a court of competent jurisdiction to be illegal, invalid or unenforceable such illegality, invalidity or unenforceability shall in no way impair or affect any other of the Conditions all of which shall remain in full force and effect.

33. NOTICES

33.1 Any notice to be given under the Contract shall be in writing and signed by or on behalf of the party giving it.

33.2 Such notice shall be sent by hand or by first-class, registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of written communication in permanent form (but not email) and to the address or fax number of the party shown on the Order, or to such other address or fax number as the party has notified to the other.

33.3 If sent or transmitted in accordance with this Condition 32, the notice shall be deemed effectively given:

33.3.1 if delivered by hand, at the time of delivery;

33.3.2 if sent by first-class, registered or recorded delivery, 48 hours after posting;

33.3.3 if transmitted by fax, at the time of successful transmission;

provided that, where delivery occurs outside normal business hours, notice shall be deemed to have been received at the start of business hours on the next following business day.

34. **GOVERNING LAW AND JURISDICTION**

The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract (including non-contractual disputes or claims).