

TERMS AND CONDITIONS FOR PURCHASE ORDERS

These Conditions apply save where alternative written terms and conditions, a contract, agreement and/or a call-off have been agreed and executed by the parties as detailed in clause 2.1.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 29.

Contract: the contract between the Council and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.

Controller: has the meaning given in the Data Protection Legislation.

Council Materials: has the meaning set out in clause 5.3.9.

Council: Harborough District Council.

Data Protection Legislation: means the UK GDPR, the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy, as amended from time to time.

Data Subject: has the meaning given in the Data Protection Legislation.

Deliverables: all documents, products, designs, reports, specifications, plans and other materials or items of any kind (including drafts) developed, provided or to be provided by or on behalf of the Supplier as part of or in relation to the Services.

Delivery Date: the date specified in the Order.

Delivery Location: the address for delivery of the Goods as set out in the Order.

EIR: the Environmental Information Regulations 2004.

FOIA: the Freedom of Information Act 2000.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Council and the Supplier.

Goods: the goods (or any part of them) set out in the Order.

Information: has the meaning given in section 84 of FOIA.

Intellectual Property Rights: all intellectual property rights, whether registered or unregistered, including patents, copyright, trade marks, design rights and database rights, and all applications for the same.

Losses: all liabilities, damages, losses, costs and expenses (including legal and professional costs).

Order: the Council's order for the supply of Goods and/or Services, as set out in the Council's purchase order form or in the Council's written acceptance of the Supplier's quotation, as the case may be.

Personal Data: has the meaning given in the Data Protection Legislation.

Processor: has the meaning given in the Data Protection Legislation.

Request for Information: a request for Information under FOIA or the EIR.

Service Specification: the description or specification for Services agreed in writing by the Council and the Supplier.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Subcontractor: any third party engaged by the Supplier to perform any part of the Contract.

Supplier: the person or firm from whom the Council purchases the Goods or Services or Goods and Services.

1.2. Interpretation:

1.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3. a reference to writing or written excludes fax but not email.

2. BASIS OF CONTRACT

2.1. Where any written terms and conditions, contract, agreement and/or call-off have been executed and/or issued to the Supplier by the Council in any quotation or tender process for goods, services or works the written contract shall take precedence over these Conditions. In the event of no written contract these Conditions shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

- 2.2. The Order constitutes an offer by the Council to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.
- 2.3. The Order shall be deemed to be accepted on the earlier of:
 - 2.3.1. the Supplier issuing written acceptance of the Order; or
 - 2.3.2. 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**).
- 2.4. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. SUPPLY OF GOODS

- 3.1. The Supplier shall ensure that the Goods:
 - 3.1.1. correspond with their description and any applicable Goods Specification;
 - 3.1.2. are 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 judgement;
 - 3.1.3. where they are manufactured products, are free from defects in design, material and workmanship and shall remain so for 12 months after delivery; and
 - 3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. The Supplier shall ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3. The Council may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4. If following such inspection or testing the Council considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Council shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 3.5. The Council may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall ensure that:
 - 4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2. each delivery of the Goods is accompanied by a delivery note that 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; and
 - 4.1.3. if the Supplier requires the Council to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2. The Supplier shall deliver the Goods:
 - 4.2.1. on the Delivery Date;
 - 4.2.2. at the Delivery Location; and
 - 4.2.3. during Business Hours or as agreed with the Council.
- 4.3. Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. If the Supplier:
 - 4.4.1. delivers less than 95% of the quantity of Goods ordered, the Council may reject the Goods; or
 - 4.4.2. delivers more than 105% of the quantity of Goods ordered, the Council may reject the Goods or the excess Goods,
 - 4.4.3. and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Council accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.5. The Supplier shall not deliver the Goods in instalments without the Council's prior written consent. If delivery of the Goods by instalments is agreed, the Supplier shall invoice and the Council shall pay each instalment separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Council to the remedies set out in clause 6.1.

4.6. Title and risk in the Goods shall pass to the Council on completion of delivery.

5. SUPPLY OF SERVICES

5.1. The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Council in accordance with the terms of the Contract.

5.2. The Supplier shall meet any performance dates for the Services specified in the Order and/or that the Council notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3. In providing the Services, the Supplier shall:

5.3.1. co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;

5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3. use personnel 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;

5.3.4. ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Council expressly or impliedly makes known to the Supplier;

5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Council, will be free from defects in workmanship, installation and design;

5.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

5.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Council's premises;

5.3.9. hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier (**Council Materials**) in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose of or use the Council Materials other than in accordance with the Council's written instructions or authorisation;

- 5.3.10. not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Council may rely or act on the Services; and
- 5.3.11. comply with any additional obligations as set out in the Service Specification.
- 5.4. For the avoidance of doubt, the Services may include works, installation or construction activities.

6. CUSTOMER REMEDIES

- 6.1. If the Supplier:
 - 6.1.1. fails to deliver the Goods on the Delivery Date;
 - 6.1.2. fails to perform the Services in accordance with the Contract or by any applicable performance date; or
 - 6.1.3. otherwise breaches any term of the Contract,the Council may, without limiting any other rights or remedies, exercise one or more of the following rights:
 - 6.1.4. terminate the Contract with immediate effect by written notice;
 - 6.1.5. reject the Goods (in whole or in part), whether or not title has passed;
 - 6.1.6. refuse to accept performance of the Services;
 - 6.1.7. require the Supplier to repair, replace or re-perform the Goods or Services (as applicable), or provide a full refund of any sums paid;
 - 6.1.8. recover from the Supplier any costs incurred in obtaining substitute goods or services from a third party; or
 - 6.1.9. claim damages for any costs, loss or expenses incurred.
- 6.2. Where Goods are rejected, they shall be returnable at the Supplier's risk and expense.
- 6.3. The Council shall not be deemed to have accepted any Goods until it has had a reasonable opportunity to inspect them.
- 6.4. Where Services are defective, the Council may require repeat performance at the Supplier's cost.
- 6.5. These Conditions shall extend to any substituted or remedial goods or services supplied by the Supplier.
- 6.6. The Council's rights and remedies are in addition to those available at law.

7. CUSTOMER'S OBLIGATIONS

The Council shall:

- 7.1. provide the Supplier with reasonable access at reasonable times to the Council's premises for the purpose of providing the Services; and
- 7.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. CHARGES AND PAYMENT

- 8.1. The price for the Goods:
 - 8.1.1. is the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - 8.1.2. includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Council.
- 8.2. The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3. In respect of the Goods, the Supplier shall invoice the Council on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Council on completion of the Services. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the Supplier's VAT registration number and the relevant purchase order number.
- 8.4. The Council shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.5. All amounts payable by the Council under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All Intellectual Property Rights in the Deliverables shall vest in the Council on creation.
- 9.2. The Supplier assigns (or shall procure the assignment of) all Intellectual Property Rights in the Deliverables to the Council, with full title guarantee and free from all third-party rights.

- 9.3. The Supplier shall do (and shall procure that any relevant third party does) all such further acts and execute all such documents as the Council may reasonably require to give effect to clause 9.2.
- 9.4. The Supplier grants to the Council a perpetual, royalty-free, irrevocable, transferable licence (with the right to sub-license) to use any Intellectual Property Rights in materials used in the Deliverables but not owned by the Supplier to the extent necessary to use the Deliverables.
- 9.5. The Supplier retains ownership of any Intellectual Property Rights:
 - 9.5.1. which existed prior to the Commencement Date; or
 - 9.5.2. which are developed outside the scope of the Contract,but grants to the Council a perpetual, royalty-free, irrevocable, transferable licence (with the right to sub-license) to use such Intellectual Property Rights to the extent necessary to receive and use the Deliverables.

10. **LIABILITY, INDEMNITY AND INSURANCE**

- 10.1. Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
 - 10.1.1. fraud or fraudulent misrepresentation;
 - 10.1.2. death or personal injury caused by its negligence;
 - 10.1.3. breach of any obligation as to title implied by statute;
 - 10.1.4. any other act or omission, liability for which may not be limited under any applicable law;
 - 10.1.5. a claim for breach of any Intellectual Property right, specifically in relation to clause 9; and
 - 10.1.6. clause 12 (Data Protection), clause 13 (FOIA) and clause 15.3 (Confidentiality).
- 10.2. Subject to clauses 10.1, 10.3, 10.5 and 10.6, the Supplier shall be liable to the Council for any loss, liability, costs (including legal costs), damages or expenses arising from its breach of the Contract or negligence in the provision of the Services.
- 10.3. Neither party shall have any liability to the other party for any loss of profits, loss of sales or business, loss of or damage to goodwill and/or any indirect or consequential loss, except that this clause shall not apply to any liability arising under clause 10.7.
- 10.4. The Supplier shall maintain with reputable UK insurers for the duration of this agreement and for a minimum period of six (6) years following its termination or expiry:

- 10.4.1. professional indemnity insurance to a sum of not less than £5,000,000 in relation to any one claim or series of claims;
 - 10.4.2. public liability insurance to a sum of not less than £10,000,000 in relation to any one claim or series of claims;
 - 10.4.3. employer's liability insurance to a sum required by law in relation to any one claim or series of claims; and
 - 10.4.4. if applicable, product liability insurance to a sum notified by the Council in relation to any one claim or series of claims.
- 10.5. Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.6. Subject to clauses 10.1, the Supplier's total liability to the Council shall be the greater of £5,000,000 or 125% of the total charges paid or payable under the Contract.
- 10.7. The Supplier shall indemnify the Council against all Losses incurred by the Council arising out of or in connection with:
- 10.7.1. any claim that the Goods or Services infringe the Intellectual Property Rights of any third party; and
 - 10.7.2. any claim by a third party for death, personal injury or damage to property arising out of or in connection with the Supplier's breach of the Contract or negligence.

11. COMPLIANCE WITH LAWS AND POLICIES

- 11.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 11.2. Breach of clause 11.1 shall be deemed a material breach, which is irremediable, under clause 14.2.1.

12. DATA PROTECTION

- 12.1. The Supplier acknowledges that for the purposes of the Data Protection Legislation, the Supplier is the Processor and the Council is the Controller. The Supplier shall be notified in writing what processing it is authorised to do and in the event of no written instruction, seek clarity from the Council.
- 12.2. The Supplier shall, in relation to any Personal Data processed:
 - 12.2.1. process that Personal Data only on the written instructions of the Council;
 - 12.2.2. keep the Personal Data confidential;
 - 12.2.3. comply with the Council's instructions with respect to processing Personal Data and with the Council's Data Protection Policy;

- 12.2.4. not transfer any Personal Data outside of the UK without the Council's prior written consent;
 - 12.2.5. at its own cost, assist the Council in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments, and consultations with supervisory authorities or regulators;
 - 12.2.6. notify the Council immediately on becoming aware of a Personal Data breach;
 - 12.2.7. notify the Council immediately on becoming aware of a communication which relates to its or the Council's compliance with the Data Protection Legislation;
 - 12.2.8. at its own cost, destroy or, upon receipt of written notice, return to the Council in the form specified by the Council, any Personal Data and any copies thereof on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data; and
 - 12.2.9. maintain complete and accurate records and information to demonstrate compliance with this clause 13 and allow for audits by the Council or the Council's designated auditor.
- 12.3. The Supplier shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 12.4. The Supplier shall have liability for and shall indemnify the Council for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by it of the Data Protection Legislation and shall maintain full and comprehensive insurance cover with a reputable insurer for a limit acceptable to the Council.

13. FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS

- 13.1. The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIR and the Supplier will (and procure that all Subcontractors will) assist and co-operate with the Council (at the Supplier's expense) to enable the Council to comply with these requirements.
- 13.2. Where a Request for Information is received by the Supplier or the Subcontractor the Supplier shall and shall procure that its Subcontractors shall:
- 13.2.1. transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two Business Days of receipt and in

no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Council in writing;

- 13.2.2. provide the Council with a copy of all Information in its possession in the form that the Council requires within five Business Days (or such other period the Council specify) of the Council requesting that Information; and
- 13.2.3. provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 13.2.4. The Council may determine at its absolute discretion the response to all Requests for Information and the Supplier acknowledges that the Council may be obliged under the FOIA or the EIR to disclose information without consulting the Supplier.

14. TERMINATION

- 14.1. Without affecting any other right or remedy available to it, the Council may terminate the Contract:
 - 14.1.1. with immediate effect by giving written notice to the Supplier if:
 - 14.1.1.1. there is a change of control of the Supplier;
 - 14.1.1.2. the Supplier commits a breach of clause 11.1; or
 - 14.1.2. for convenience by giving the Supplier three months' written notice.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 14.2.1. the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
 - 14.2.2. the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.2.2; or
 - 14.2.3. the other party suspends or ceases, or threatens to suspend or cease, carrying on business.

15. CONSEQUENCES OF TERMINATION

- 15.1. On termination or expiry of the Contract, the Supplier shall immediately deliver to the Council all Deliverables whether or not then complete, and return all Council Materials. If the Supplier fails to do so, then the Council may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.
- 15.2. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. MODERN SLAVERY

- 16.1. The Supplier shall:
 - 16.1.1. comply with all applicable anti-slavery and human trafficking laws, including the Modern Slavery Act 2015;
 - 16.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015;
 - 16.1.3. have and maintain throughout the term of the Contract its own policies and procedures to ensure compliance; and
 - 16.1.4. notify the Council immediately if it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.
- 16.2. The Supplier shall ensure that any Subcontractors comply with this clause.
- 16.3. Breach of this clause shall be deemed a material breach.

17. ANTI-BRIBERY

The Supplier shall:

- 17.1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
- 17.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
- 17.3. have and maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with this clause; and

- 17.4. promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

18. CONFIDENTIALITY

- 18.1. Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.2.
- 18.2. Each party may disclose the other party's confidential information:
- 18.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
 - 18.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3. Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

19. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 28 days, the party not affected may terminate the Contract by giving not less than 14 days' written notice to the affected party.

20. MONITORING AND AUDIT

- 20.1. The Council may monitor the performance of the Services by the Supplier. The Supplier shall co-operate and shall procure that its Subcontractors co-operate with the Council in carrying out the monitoring referred to in this clause 20 at no additional charge to the Council.
- 20.2. The Supplier shall keep full and proper records in relation to the performance of its obligations under this agreement and provide the Council with any information regarding such records as may be reasonably requested in writing by the Council and/or its internal or external auditors having regard to the Council's duties and responsibilities as a public authority.

20.3. Any information requested in writing under clause 20.2 shall be provided by the Supplier within a reasonable time being no longer than five Business Days from the date of such written request and shall be provided in hard copy and, where available, also electronically. The Council shall be entitled to have the originals of any document so requested.

21. DISPUTE RESOLUTION

If any dispute arises in connection with the Contract, the parties shall attempt in good faith to resolve it through negotiation between senior representatives before commencing legal proceedings.

22. ASSIGNMENT AND SUBCONTRACTING

22.1. The Council may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

22.2. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of the Council.

22.3. The Supplier may not subcontract any part of the Contract without the prior written consent of the Council.

22.4. Where the Council consents to subcontracting, the Supplier shall remain fully responsible for the acts and omissions of its Subcontractors as if they were its own.

22.5. The Supplier shall ensure that any Subcontractor complies with all relevant obligations of the Supplier under the Contract.

23. NOTICES

23.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

23.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

23.1.2. sent by email to the email address in the Order.

23.2. Any notice shall be deemed to have been received:

23.2.1. if delivered by hand, at the time the notice is left at the proper address;

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

23.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

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

24. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 24, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. WAIVER

25.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

25.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

26. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28. THIRD PARTY RIGHTS

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

29. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Council or its authorised representative.

30. GOVERNING LAW AND JURISDICTION

30.1. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.