

**GENERAL CONDITIONS OF CONTRACT - SERVICES**

1. DEFINITIONS

The terms and expressions used in these Terms and Conditions shall have the meanings set out below:

‘Acceptance’ means that the WEA’s Authorised Officer has accepted the Services as meeting the requirements of the Contract.

‘Acceptance Certificate’ means the document issued by the Authorised Officer confirming that all acceptance tests specified for the Services have passed such tests and the date of such Acceptance.

‘Authorised Officer’ means Our employee authorised either generally or specifically by Us to sign Our Purchase Order.

‘Authorised’ means signed by one of Our Authorised Officers.

‘Business Day’ means any day other than a Saturday or Sunday or a public or bank holiday in England.

‘Commencement Date’ means the date specified in the Contract and/or confirmed by the Purchase Order for the commencement of the delivery of the Services.

‘Contract Period’ means such period as set out in the Contract or as otherwise may be agreed between the parties from time to time.

‘Contract’ has the meaning given in clause 4 below.

‘Good Industry Practice’ means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract.

‘Intellectual Property Rights’ means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

‘Key Personnel’ means those persons named in the Contract and any replacement from time to time authorised by the Authorised Officer in accordance with the Contract.

‘Liabilities’ means all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.

‘Order Amendment’ means any Authorised amendment to the Purchase Order, having precedence over any earlier Purchase Order.

‘Price’ has the meaning given in clause 5 below.

'Purchase Order' means Our Authorised Purchase Order governed by these terms and conditions and raised in accordance with Our eBIS purchase ordering system.

'Replacement Contractor' means any company, organisation or person who replaces the contractor following termination or expiry of all or part of this Contract.

'Sale of Goods Act 1979' shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.

'Services' means the services set out in the Contract together with all equipment required and any allocated goods provided by You in relation to those services.

'Tender' means a tender issued by the WEA for the supply of Services to Us through Our In-Tend online service.

'WEA means the Workers Educational Association, a company limited by guarantee registered in England and Wales (Company Number 2806910), and registered charity (numbers 1112775; SC039239) with its registered office at 4 Luke Street, LONDON, EC2A 4XW.

'We', 'Us' and 'Our' means WEA.

'You' and 'Your' means the person, firm or company to whom the Purchase Order is addressed and any employees, sub-contractor or agents of said person, firm or company.

- 1.1. Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
- 1.2. A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

## 2. HEADINGS

- 2.1. The index and headings to the clauses and where applicable the appendices and schedules of these terms are for convenience only and will not affect its construction or interpretation.

## 3. NOTICES

- 3.1. Any notice required by the Contract to be given by either party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the appropriate address, fax number or e-mail address notified to each other as set out in the Contract particulars.
- 3.2. Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was despatched and any notice sent by e-mail before 5 p.m. will be deemed to have been

served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the next Business Day.

4. THE CONTRACT

4.1. You agree to sell and We agree to purchase the Services in accordance with the Contract. The Contract shall comprise (in order of precedence) any Purchase Order Amendments, the Purchase Order, these conditions of purchase and any other document (or part document) referred to on the Purchase Order. The Contract shall expressly exclude Your conditions of sale however these are purported by You to apply. Delivery of Services in response to a Purchase Order or Order Amendment shall be taken by Us that You have accepted the terms and conditions of this Contract.

5. PRICE

- 5.1. You will sell Us the Services at the price stated in the Contract (the Price). If no Price is stated in the Contract than the Price shall be a fair price, taking into account prevailing market conditions.
- 5.2. Your hourly, daily, weekly or other agreed duration basis of charges for personnel engaged in providing the Services, including those of your sub-contractors shall remain firm and unchangeable throughout the Contract Period and be accounted for in the Price. For the avoidance of doubt, if within the Contract Period such personnel are promoted to more senior positions this will not permit You to revise Your basis of charging to Us.

6. VARIATION OF REQUIREMENT

- 6.1. You shall not alter or change the agreed scope of the Services except as directed by Us but We shall have the right from the execution of the Contract up to a reasonable period before the Commencement Date, by written notice to direct You to vary the Services, and You shall carry out such variations and be bound by the same Contract terms and conditions set out in the Contract so far as is applicable, as though the said variations were stated in the Contract.
- 6.2. In the event of any variation of the contractual requirement in accordance with clause 6.1 above would occasion an amendment to the Price You shall within seven (7) Business Days of receipt of such notification of variation, advise Us in writing of the impact on the Price and/or previously agreed Commencement Date. Any such proposed amendment shall be ascertained at the same level of pricing as that contained in Your tender or quote, as applicable. Any proposed change to the Delivery Date shall give the reasons for such change.
- 6.3. If in Your opinion any such variation in accordance with clause 6.1 above is likely to prevent You from fulfilling any of Your obligations under the Contract, You shall notify Us in writing immediately whereupon We shall inform You within a maximum of ten (10) Business Days whether or not the said variations shall be carried out. Until We confirm

such variation instructions in writing they shall be deemed not to have been given. Our view shall be final in deciding whether or not to proceed with a variation.

7. INTELLECTUAL PROPERTY

- 7.1. Copyright in any reports or test results or other copyright work arising out of the Services done for the purposes of the Contract shall belong to Us, except to the extent that it contains pre-existing copyright belonging to You or third parties.
- 7.2. Subject to the terms of the Contract, all rights of third parties arising otherwise than by virtue of the Contract, including inventions and designs and business solutions shall rest in and be the property of Us.
- 7.3. You shall grant Us, or any third party or parties nominated by Us, a royalty-free perpetual, worldwide and non-exclusive licence in respect of any technical information (including but not limited to inventions, designs, drawings and business solutions whether or not patented and patentable) owned or controlled by You necessary to enable Us, or the said third party or parties, to use and exercise, and to manufacture use and sell articles or solutions embodying any of the information generated under the Contract. The grant of such a licence shall be to the extent that You have the right to do so. Failure to obtain the necessary licences and consents shall allow Us to terminate the Contract immediately in accordance with clause 25.1.4.
- 7.4. It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and You shall during and after the Contract Period on written demand indemnify Us (and keep indemnified) against all Liabilities arising as a result of or in connection with any breach of this clause 7, except where any such claim relates to Our act or omission.
- 7.5. At the termination of the Contract, at Our request You shall immediately return to Us all materials, work or records held in relation to the Services, including any back-up media.

8. CORPORATE REQUIREMENTS

- 8.1. You shall comply with all obligations under the Human Rights Act 1998 or any subsequent re-enactment.
- 8.2. You shall comply with all Our policies and rules, such as, but not limited to:
  - 8.2.1. Equality and diversity policies;
  - 8.2.2. Sustainability and Social Responsibility;
  - 8.2.3. Information security rules;
  - 8.2.4. Whistle-blowing and/or confidential reporting policies; and
  - 8.2.5. All site rules relevant to the fulfilment of Your obligations.
- 8.3. You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

8.4. You shall comply with all relevant legislation relating to Your employees however employed including (but not limited to) the compliance in law of the ability of the employees to work in the United Kingdom.

8.5. If You become aware of any lapse relating to Your obligations under this clause 8, You will provide Us with:

8.5.1. details of the finding; and

8.5.2. the steps You have taken to remedy the situation.

## 9. INDEMNITY AND INSURANCE

9.1. You will indemnify and keep Us indemnified fully in respect of and in connection with:

9.1.1. all loss and/or expense which results from the provision of the Services, including advice and recommendations made, and accepted by Us;

9.1.2. all loss and/or expense, and all actions, claims, demands, costs and expenses incurred by or made against Us which arises from any Installation and/or any Services and/or advice given or anything done or omitted to be done under, or in connection with the Contract by You;

9.1.3. all and any actions, claims, demands or costs in respect of the death or injury to any person arising from inappropriate advice and recommendations, defective materials, goods, workmanship or design, or by reason of Your negligence, or any act or omission on the part of Your employees, sub-contractors, or agents in connection with the Contract; and

9.1.4. any damage to Our property (including any materials, tools or patterns sent to You for any purpose).

9.2. You must take out and maintain insurance adequate to cover the risks set out in this clause 9 and Your liabilities under the Contract, including but not limited to product liability insurance, professional indemnity insurance and public liability insurance.

9.3. You will take out and maintain such insurances as set out in this clause 9 with a reputable insurance company and shall at Our request provide evidence of the insurance policy or policies and of payment of the premiums. Your failure to maintain such insurances shall be treated as a material breach of the Contract and shall give Us the right to terminate the Contract in accordance with clause 25.

## 10. PROGRESS AND PERFORMANCE

10.1. You shall supply the services during the Contract Period in accordance with Our requirements as set out in the Contract, in consideration of the payment of the Price. We reserve the right to inspect and examine the manner in which You supply the Services whether on or off our premises during the business hours specified in the Contract.

10.2. If We inform You that We reasonably believe that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements,

and this is other than as a result of a default by Us, You shall at Your own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by Us.

- 10.3. You shall at Your expense provide Us with any updates regarding the provision of the Services and the proposed Commencement Date that We may reasonably require.
- 10.4. You shall notify Us, in writing, without delay if Your progress falls behind or may fall behind the Commencement Date.
- 10.5. Time for the commencement of the Services (as set out in the Purchase Order) shall be of the essence.
- 10.6. We retain You for the performance of the Services on a non-exclusive basis
- 10.7. If You at any time become aware of any material matter that could affect the performance of the Services in accordance with the Contract You shall inform Us immediately in writing.
- 10.8. If You at any time become aware of any act or omission, or proposed act or omission, by Us which prevents or hinders or may prevent or hinder You from performing the Services in accordance with the Contract, You shall inform us in writing and We may, at Our absolute discretion, extend the period of the Contract accordingly.

#### 11. COMPLETION OF SERVICES

- 11.1. You shall advise Us in writing when the Service is completed. Provided the Service has been completed satisfactorily for Us in accordance with the terms and conditions of the Contract We shall give you an Acceptance Certificate, or else We shall inform You in writing of Our reasons for not accepting the Service.
- 11.2. Until We have accepted the Service in the manner aforementioned, the Service shall not be considered completed. Neither partial payments made during the performance of the Service, nor the presence of Our representative during the course of the Service, shall constitute acceptance of the Service or any part of the Service.

#### 12. PAYMENT

- 12.1. We shall pay the Price for the Services to You.
- 12.2. You shall unless otherwise instructed submit a VAT invoice to Us no later than seven (7) Business Days after the end of each calendar month detailing the Services provided during the calendar month the amount payable and the Purchase Order number.
- 12.3. We shall use our reasonable endeavours to pay any undisputed invoice no later than thirty (30) Business Days following the date of receipt of the invoice by Us.
- 12.4. We reserve the right to withhold payment of the relevant part of the Price, without payment of interest, where You have either failed to deliver the Services at all or have delivered Services, which in Our reasonable opinion are unsatisfactory, and any invoice relating to such Services will not be paid unless or until the Services have been delivered to Our satisfaction.

- 12.5. We will be entitled, without notice, to set off any Liability owed by Us to You against any Liability You owe Us, and may for such purpose convert or exchange any sums owing to You into any currency or currencies in which Our obligations are payable under the Contract. Our rights under this clause 12 will be without prejudice to any other rights or remedies available to Us under the Contract or otherwise.

### 13. E PROCUREMENT

- 13.1. If requested by Us, You shall participate in the e-procurement system of Our choice. This shall be at no additional costs to Us providing that any ongoing costs do not exceed the costs of purchasing cards.
- 13.2. If requested by Us, You shall accept the use of corporate purchasing cards at no additional costs to Us.

### 14. PUBLICITY

- 14.1. Unless expressly permitted in writing by Us, You shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Contract or Our work. This clause shall not preclude both parties from mutually agreeing to promotional or publicity initiatives.

### 15. WORK ON OUR PREMISES

- 15.1. If the Contract involves any Services which You perform at Our premises then the following conditions apply:
  - 15.1.1. You shall ensure that You and Your employees, Your sub-contractors and their employees and any other persons associated with You shall adhere in every respect to the obligations imposed upon You by current safety legislation;
  - 15.1.2. When required You and Your employees, Your sub-contractors and their employees shall comply with any security requirements imposed by Us, including a right to search when entering or leaving Our site(s) and shall comply with any alcohol and/or drug testing programme that may be in place from time to time; and
  - 15.1.3. You shall ensure all employees or sub-contractor staff will be clearly identifiable by wearing a uniform and/or name badge at all times.
- 15.2. You shall make no delivery of materials, plant or other things nor commence any work on Our premises without obtaining Our prior consent.
- 15.3. Access to our premises shall not be exclusive to You and shall only extend to such access as is reasonably required for the performance of the Contract. You shall co-operate with others working at Our premises as We may reasonably require.
- 15.4. We shall have the power at any time during the progress of the Contract to order in writing:

- 15.4.1. the removal from Our premises of any materials which in Our opinion are either hazardous, noxious or not in accordance with the Contract; and
  - 15.4.2. the substitution of proper and suitable materials; or
  - 15.4.3. the removal and proper re-execution, notwithstanding any previous test or interim payment, any work or goods which, in respect or material or workmanship, are not in Our opinion in accordance with the Contract.
- 15.5. On completion of the Contract You shall remove Your plant, equipment and unused materials and shall clear away from Our premises all waste materials arising out of the Contract and leave Our premises in a neat and tidy condition.

16. LICENCE TO OCCUPY PREMISES

- 16.1. Any land or Premises made available from time to time to You by Us in connection with the Contract, shall be made available to You on a non-exclusive licence basis, free of charge and shall be used by You solely for the purpose of performing the Contract. You shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 16.2. You shall limit access to the land or Premise to such personnel as necessary to enable the performance of the Contract and You shall co-operate (and ensure Your personnel co-operate) with such other persons working concurrently on such land or Premises as We may reasonably request.
- 16.3. You agree that there is no intention on Our part to create a tenancy of any nature whatsoever in favour of You or its personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, We retain the right at any time to use any Premises owned or occupied by Us in any manner We see fit.

17. ARTICLES ON LOAN AND USE OF INFORMATION

- 17.1. All tools, materials, drawings, specifications and other equipment and data (the Articles) loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the Contract. You agree that no copy of any of the Articles will be made without the consent in writing of Our Authorised Officer. Until You return all the Articles to Us they shall be at Your risk and insured by You at Your expense against the risk of loss, damage or theft. Any loss of or damage to such Articles shall be made good by You at Your expense. All scrap arising from the supply of such Articles must be disposed of at Our discretion and all proceeds of sales of such scrap must promptly be paid to Us.

18. WARRANTY

- 18.1. You warrant to Us that that the Services will be provided:
  - 18.1.1. in a proper, skilful and professional manner;



- 18.1.2. by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
  - 18.1.3. in accordance with the Contract and any descriptions provided by You that are also set out in the Contract;
  - 18.1.4. to the reasonable satisfaction of the Authorised Officer;
  - 18.1.5. by Key Personnel (if any) who shall not be released from providing the services permanently with Our agreement, except for reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by Us, or the element of the Service in respect of which the individual was engaged has been complete to Our satisfaction or other extenuating circumstances explained to Us. Any replacements for the Key Personnel shall be subject to the agreement of Us and such replacements shall be of the least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by You; and
  - 18.1.6. in a way that You take every reasonable precaution to safeguard Our property entrusted to your care.
- 18.2. You warrant to Us that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
- 18.2.1. be free from defects in design, material and workmanship; and
  - 18.2.2. be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and safety.
- 18.3. Without prejudice to Our rights to terminate under clause 25, if any of the Services supplied are not in accordance with the Contract we shall be entitled to:
- 18.3.1. require You to provide the Services in accordance with the Contract as soon as reasonably practicable and in event within ten (10) Business Days of a request to do so at no additional cost to Us; or
  - 18.3.2. require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by Us in obtaining replacement Services.

## 19. YOUR EMPLOYEES

- 19.1. We reserve the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of Us:
- 19.1.1. any member of Your employees; and
  - 19.1.2. any person employed or engaged by a sub-contractor, agent or servant of Yours

whose admission or continued presence would be, in Our reasonable opinion, undesirable.

- 19.2. When directed by Us, You shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of Us, specifying the capacities in which they are concerned with the Contract and giving such other particulars as We may reasonably require.
- 19.3. Your employees and those (if any) of Your sub-contractors or agents engaged within the boundaries of any of our premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment, and when outside that establishment.
- 19.4. Our decision as to whether any person is to be refused access to any premises occupied by or on behalf of Us shall be final and conclusive.
- 19.5. You shall replace any of Your employees who we have reasonably decided have failed to carry out their duties with reasonable skill and care. Following the removal of any of Your employees for any reason, You shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 19.6. You shall bear the cost of or costs arising from any notice, instructions or decision of Us under this clause 19.
- 19.7. You shall take all reasonable steps to ensure that any employees, servants or agents of You and any sub-contractors, their employees, servants or agents, employed in the execution of the Contract are entitled to obtain employment in the United Kingdom.

## 20. OFFSITE PROVISIONS OF SERVICES

- 20.1. We recognise that some or all of the Services may be provided from a site or sites (including home working) of You and for your appointed sub-contractor or sub-contractors. In all circumstances where Services or part of the Services are provided from such site or sites You shall comply with the following requirements:
  - 20.1.1. give the Authorised Office a minimum of seven (7) Business Days written notification that off-site working will take place, setting out the reasons for such working, personnel resources (including name, position and role) used and the specific outputs to be delivered by each of the personnel;
  - 20.1.2. facilitate the Authorised Officer to contact each of the personnel and/or Your supervising officer, including but not restricted to, telephone number and/or e-mail addresses for the purpose of ascertaining that the Services are being provided; and
  - 20.1.3. give the Authorised Officer or his nominee a right to inspect, test, examine any methods, schedules, calculations, analysis, materials, equipment, reports,

working documents used or to be used in connection with the performance of the Service.

- 20.2. Your failure to comply with the terms of this clause 20, if not remedied within ten (10) Business Days, shall give us the right to withdraw consent for the Services to be performed offsite.

**21. TUPE AND RE-TENDERING**

- 21.1. In the event of expiry or termination of the Contract or whenever reasonably requested by Us in preparation for tendering arrangements You will provide Us with such assistance as we may require and provide at no cost to Us any information We (whether on Our own account or on behalf of any potential or confirmed Replacement Contractors) may request in relation to the employees including, but not limited to, providing employee liability information as required under Regulation II of TUPE.
- 21.2. You authorise Us to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and You will secure all necessary consents from relevant employees in order to do this.
- 21.3. You will keep Us and any Replacement Contractor indemnified in full against all liabilities arising directly or indirectly in connection with any breach of this clause 21 or inaccuracies in or omissions from the information provided.

**22. NON SOLICITATION AND OFFERS OF EMPLOYMENT**

- 22.1. You agree that You will not, without Our prior written consent, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Contract Period or for a further 12 months following termination of the Contract:
- 22.1.1. Solicit or entice, or endeavour to solicit or entice, away from Us, any person directly related to the Services employed in a senior capacity, in a managerial, supervisory, technical sales or administrative capacity by, or who is or was a consultant to Us at the date of termination of this Contract or at any time during the period of three (3) months immediately preceding the date of termination; or
- 22.1.2. attempt, or knowingly assist or procure any other person to do the above.

**23. ASSIGNMENT AND SUB-CONTRACTING**

- 23.1. The Contract shall not be assigned by You nor sub-contracted as a whole. You shall not sub-contract any part of the Contract without Our written consent; such consent shall not be unreasonably refused. You shall be responsible for all work done and Services provided by all Your sub-contractors.

**24. TERMINATION ON CHANGE OF CONTROL OR INSOLVENCY**

- 24.1. We may terminate the Contract by written notice having immediate effect if:

- 24.1.1. You undergo a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988; or
  - 24.1.2. Where You are an individual or a firm, You or any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of his creditors; or appears unable to pay a debt within the meaning of Section 268 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom; or
  - 24.1.3. Where You are a company, You pass a resolution or the Court makes an order that You be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of Your business or any part of it; or You are unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.
- 24.2. We may only exercise Our right under Condition 28.1.1 within six (6) months after a change of control occurs and shall not be permitted to do so where it has been agreed in advance to a particular change of control that occurs. You shall notify Us immediately when any change of control occurs.

**25. TERMINATION FOR REASONS OTHER THAN CHANGE OF CONTROL OR INSOLVENCY**

- 25.1. We may terminate the Contract with immediate effect by notice in writing to You on or at any time if in addition to Our rights under clause 24 if:
- 25.1.1. You are convicted of a criminal offence (other than a minor motoring offence);
  - 25.1.2. You cease or threaten to cease to carry on Your business;
  - 25.1.3. There is genuine belief that We will incur reputational damage as a result of the Contract continuing;
  - 25.1.4. You are in breach of any of Your obligations under this Contract that is capable of remedy and which has not been remedied to Our complete satisfaction within ten (10) days or such other reasonable period as may be specified by Us after issue of a written notice specifying the breach and requesting it to be remedied;
  - 25.1.5. There is a material or substantial breach by You of any of Your obligations under this Contract which is incapable of remedy; or
  - 25.1.6. You commit persistent minor breaches of this Contract, whether remedied or not.
- 25.2. We reserve the right to terminate the Contract in part in the case of termination under Conditions 25.1.4, 25.1.5 and 25.1.6.
- 25.3. Notwithstanding the above, We reserve the right to terminate the Contract at will providing We have given You thirty (30) Business Days written notice of Our intention to terminate.

## 26. CONSEQUENCES OF TERMINATION

26.1. If this Contract is terminated in whole or in part We shall:

26.1.1. be liable to pay to You only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination;

26.1.2. be entitled to deduct from any sum or sums which would have been due from Us to You under this Contract or any other contract and to recover the same from You as a debt any sum in respect of any loss or damage to Us resulting from or arising out of termination of the Contract. Such loss or damage shall include the reasonable cost to Us of the time spent by Our officers in terminating the Contract and in making alternative arrangements for the supply of Services or any part of them;

26.1.3. where termination arises under clause 25.3, pay You any reasonable direct and quantifiable costs reasonably incurred by You due to early termination subject to Our maximum liability under clause 27;

26.1.4. in the event that any sum of money owed by You to Us (Your debt) exceeds any sum of money owed by Us to You (Our debt) under this Contract then We shall, at Our sole discretion, be entitled to deduct Your debt from any of Our future debt or to recover Your debt as a civil debt.

26.2. Upon termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have been accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

## 27. RIGHTS ON CANCELLATION

27.1. If You submit a claim for compensation following termination (Termination Claim) then We shall consider such claim and shall pay You the cost of any commitments, liabilities or expenditure which in Our reasonable opinion are a direct consequence of the termination. You shall be required to mitigate any such losses and Our maximum liability under the Contract shall not exceed the Price stated in the Contract.

27.2. If You fail to submit a Termination Claim within thirty (30) Business Days of the date of Our notice of termination then We shall have no further liability under the Contract.

## 28. DISPUTE RESOLUTION

28.1. If any dispute or difference shall arise between the parties in connection with or arising out of the Contract then either party may give the other seven (7) Business Days' notice to resolve the dispute or difference through an Alternative Dispute Resolution (ADR) procedure as recommended by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within fifty-six (56) Business Days of such notice having been received, or if the other party will not participate in the ADR procedure, then the dispute or difference shall be referred to Arbitration in accordance with clause 32.2 below.

28.2. If any dispute or difference which may arise between You and Us in connection with or arising out of the Contract is to be referred to ADR but is not so resolved as specified in clause 28.1 then either party shall give to the other ten (10) Business Days written notice to that effect and such dispute or difference shall be referred to a single Arbitrator agreed between the parties within ten (10) Business Days after the date of the said written notice or in default of agreement as may be nominated by the president for the time being of the Chartered Institute of Arbitrators.

29. LAW AND CHANGE IN LAW

29.1. The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

30. ANTI-BRIBERY

30.1. You shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Contract.

31. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

31.1. Nothing in this Contract is intended to confer on any person any right to enforce any term of this Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 or any statutory modification or re-enactment thereof

32. WAIVER

32.1. A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

33. SEVERENCE

33.1. If any provision of these terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

33.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

34. ENTIRE AGREEMENT

34.1. The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.