

1 Interpretation

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

1.2 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 4.00 pm on any Business Day.
Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 20.8.
Contract	the contract between the Customer 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.
Customer	Wessex Multi Academy Trust registered in England and Wales with company number 07677838.
Customer Materials	has the meaning set out in clause 5.3.9.
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Delivery Date	the date specified in the Order, or, if none is specified, within 3 Business Days of the date of the Order.
Delivery Location	the address for delivery (or, if applicable, collection) of Goods as set out in the Order.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and

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protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies	the Customer's business policies and codes listed in Schedule 1.
Order	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.
Services	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification	the description or specification for Services agreed in writing by the Customer and the Supplier.
Supplier	the person or firm from whom the Customer purchases the Goods or Services or Goods and Services.

1.3 Interpretation:

- 1.3.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3.2 A reference to a party includes its successors and permitted assigns.
- 1.3.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.3.4 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.
- 1.3.5 A reference to **writing** or **written** excludes fax but not email.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order,
at which point and on which date the Contract shall come into existence (**Commencement Date**).

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- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 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 shall:
 - 3.1.1 correspond with their description and any applicable Goods Specification;
 - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 3.1.3 be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such other period as is set out in the Order; 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 not be liable for the Good's failure to comply with the warranty set out in clause 3.1.3 if:
 - 3.2.1 the Customer makes any further use of such Goods after giving notice to the Supplier of the defect;
 - 3.2.2 the defect arises because the Customer failed to follow the Supplier's or (if applicable) manufacturer's written instructions as to the storage, commissioning, installation, use or maintenance of the Goods; or
 - 3.2.3 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.
- 3.3 The Supplier shall ensure that at all times it has and 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.
- 3.4 The Customer 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.
- 3.5 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 3.6 The Customer 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 which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;

4.1.3 it observes all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and

4.1.4 if it requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

- 4.2 The Supplier shall deliver the Goods or make them available for collection by or on behalf of the Customer:

4.2.1 on the Delivery Date;

4.2.2 at the Delivery Location; and

4.2.3 during Business Hours or as instructed by the Customer.

- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location and the signature of the delivery notice by an authorised person on behalf of the Customer or, where the Customer has collected the Goods, upon loading of the Goods on the Customer's, or its nominated carrier's, vehicle.

- 4.4 If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

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 Customer 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 Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one

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instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.

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

5 Supply of Services

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier.

5.3 In providing the Services, the Supplier shall:

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

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 Customer 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 Customer, 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 Customer's premises;

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

5.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and

5.3.11 comply with any additional obligations as set out in the Service Specification.

6 Customer remedies

- 6.1 If the Supplier fails to deliver the Goods or to perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it whether by contract, implied by statute or under common law, have any one or more of the following rights and remedies:
- 6.1.1 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - 6.1.2 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party; and
 - 6.1.3 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 6.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.2.2 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); and
 - 6.2.3 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
- 6.3.1 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.3.2 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 6.3.3 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make; and
 - 6.3.4 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party.
- 6.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

7 Customer's obligations

- 7.1 The Customer shall:

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- 7.1.1 provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- 7.1.2 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 shall be the price set out in the Order; and
 - 8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 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 Customer, 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 Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer 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 Customer 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 Customer, the Customer 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.
- 8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 8.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9 Intellectual property rights

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- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 9.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence during the term of the Contract to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any Customer Materials provided to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 9.4 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

10 Indemnity

- 10.1 The Supplier shall indemnify the Customer against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
 - 10.1.1 any claim that the supply, receipt or use of the Goods or Services (excluding the Customer Materials) infringes the intellectual property rights of any third party;
 - 10.1.2 any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier;
 - 10.1.3 any claim that the manufacture, labelling, packaging, storage, handling and delivery of Goods do not comply with all applicable statutory and regulatory requirements; and
 - 10.1.4 any claim by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.

11 Limitation of Liability

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with a Contract including liability:
 - 11.1.1 in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
 - 11.1.2 arising out of any use of the Goods or Services by the Customer.
- 11.2 Nothing in the Contract limits any liability:

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- 11.2.1 for death or personal injury caused by negligence;
 - 11.2.2 for fraud or fraudulent misrepresentation;
 - 11.2.3 under clause 10 of the Contract;
 - 11.2.4 for breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 11.2.5 for breach of section 2 of the Consumer Protection Act 1987; or
 - 11.2.6 for any liability that cannot legally be limited.
- 11.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.4 Subject to clauses 11.2 and 11.3, the Supplier's total liability to the Customer shall not exceed 200% of the price or charges payable for the Goods or Services under the Contract.
- 11.5 Subject to clauses 11.2 and 11.3, the Customer's total liability to the Supplier shall not exceed the price or charges payable for the Goods or Services under the Contract.
- 11.6 Subject to clauses 11.2 and 11.3, each party's liability for any indirect or consequential losses is wholly excluded.

12 Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 Compliance with relevant laws and policies

- 13.1 In performing its obligations under the Contract, the Supplier shall:
- 13.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - 13.1.2 comply with the Mandatory Policies.

14 Data protection

- 14.1 Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
- 14.2 Where the Supplier is required to process any of the Customer's personal data (as defined in the Data Protection Act 2018) as part of or in connection with the provision of the Goods or Services, the Supplier will enter into a data processing agreement in the format specified by the Customer.

15 Termination

15.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

15.1.1 with immediate effect by giving written notice to the Supplier if:

- (a) there is a change of control of the Supplier;
- (b) the Supplier commits a breach of clauses 3.1, 4.2, 5.3.4 or 13.1; or
- (c) the performance of either party's obligations or the continuation of the Contract would lead to the Customer being in breach of any applicable laws, statutes, regulations and codes.

15.2 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:

15.2.1 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 14 days after being notified in writing to do so;

15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

15.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

16 Cancellation

16.1 Without limiting or affecting any other right the Customer may have:

16.1.1 the Customer shall by providing written notice to the Supplier, have the right to cancel the order for the Goods and/or Services, or any part of them, which have not yet been delivered or performed by the Supplier;

16.1.2 if the Customer cancels the order for Goods, it shall pay such charges or that part of the charges for Goods which have been delivered to the Customer; and

16.1.3 if the Customer cancels the Services and the Supplier has either commenced provision of the Services or has irrevocably committed financial resources which are not capable of being recovered, the Customer shall pay such charges or that part of the charges for those Services received at the date upon which notice to cancel was provided to the Supplier.

16.2 In relation to this clause 16, the Customer shall not be liable for any special, indirect or consequential loss, including loss of anticipated profits, where it cancels an order for Goods and/or Services.

17 Consequences of termination

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- 17.1 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer 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 will not use them for any purpose not connected with the Contract.
- 17.2 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.
- 17.3 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.

18 Confidentiality

- 18.1 Each party undertakes that it shall not at any time during 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.
- 18.4 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("FOIA"), the Supplier hereby gives its consent for the Customer to publish information relating to the Contract and/or the Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

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 provided that the affected party notifies the other party in writing at the start of any such event, circumstances or causes and uses all reasonable endeavours to mitigate its effect on the performance of its obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 30 days written notice to the affected party.

20 General

20.1 Assignment and other dealings.

20.1.1 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

20.1.2 The Supplier shall not assign, subcontract transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

20.2 Notices.

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

- (a) 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
- (b) sent by email to the addresses stated in the Order (or an address substituted in writing by the party to be served).

Any notice shall be deemed to have been received:

- (c) if delivered by hand, at the time the notice is left at the proper address;
- (d) 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
- (e) 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.

20.2.2 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.

20.3 **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 20.3 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.

20.4 Waiver.

20.4.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.4.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 20.5 **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.
- 20.6 **Entire agreement.**
- 20.6.1 The Contract constitutes the entire agreement between the parties.
- 20.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 20.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- 20.8 **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 parties or their authorised representatives.
- 20.9 **Governing law.** 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.
- 20.10 **Jurisdiction.** 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.

Schedule 1 Mandatory Policies

The Mandatory Policies are:

- Anti-Fraud and Corruption Policy
- Asbestos Policy
- Child Protection and Safeguarding Policy
- Conflict of Interest Policy
- Contractor Management Policy
- Data Protection Policy
- General Health, Safety and Welfare Policy
- Equality, Equity, Diversity and Inclusion Policy