

Order No. P104028 For enquiries please contact: XXXXXXXX Tel: n/a

A. To Supplier

RSM
BLUEBELL HOUSE
BRIAN JOHNSON WAY
PRESTON

PR2 5PE

B. From Purchaser

Met Office
Procurement Branch
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom
Tel:n/a

Please proceed with this order in accordance with the Terms and Conditions overleaf.

Signed: 

Date: 16th October 2017

C.

Item No.	Description of Goods/Services Required	Quantity each unless otherwise stated	Unit Price per each carriage paid £	Firm Price carriage paid £
1	FP7 and H2020 EU Audits - 	XXXXXXXX	XXXXXXXX	XXXXXXXX

For deliveries over 20kg please telephone the Met Office on  Mon to Fri 9am to 5pm to arrange a delivery time.

Total Value (Ex VAT)	20000.00
Standard Rate VAT (If Applicable)	4000.00
Total Value of Order	24000.00

D. Deliver To:

XXXXXXXX
MET OFFICE EXETER
FITZROY ROAD
EXETER
DEVON
EX1 3PB

E. Invoice To: (Invoices must quote Order Number)

Please email invoices to:


Met Office
Accounts Payable
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom


F. Delivery Date

31st July 2018

Consignee Reference

XXXXXXXX

Contract No

Vendor ID

V011108

Terms and Conditions for Purchase of Services

1 DEFINITIONS

1.1 In this Contract:

"Business Days" means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

"Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with Condition 18.13;

"Contract" means the contract between the Purchaser and the Supplier for the Services comprising the Order, these Conditions, and any other documents specified by the Purchaser as being part of the Contract in the Order and/or these Conditions;

"Environmental Information Regulations" means the Environmental Information Regulation 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Fee" means the fee set out in the Order, or, if no fee is quoted, the fee set out in the Supplier's published fee list as at the date the Contract came into existence;

"FOIA" means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Information" has the meaning given under section 84 of the FOIA or the meaning given in Regulation 5 of the Environmental Information Regulations as the context requires;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and similar or equivalent rights or forms of protection in any part of the world;

"Order" means the Purchaser's purchase order form;

"Personnel" means any employee, agent, adviser or permitted sub-contractor of the Supplier;

"Purchaser" means the Met Office, whose address is at FitzRoy Road, Exeter, Devon, EX1 3PB, for and on behalf of the Department for Business, Innovation and Skills (BIS) and acting as part of the Crown;

"Premises" means the location where the Services are to be performed, as specified in the Order;

"Project Materials" means any and all works of authorship, artistic, literary and other works, inventions and materials designed, created, developed, written or prepared by the Supplier (or the Supplier's Personnel) in the course of providing the Services, whether individually, collectively or jointly with the Purchaser and on whatever media;

"Request for Information" has the meaning given in the FOIA or the Environmental Information Regulations, as relevant;

"Supplier" means the person, firm or company set out on the Order; and

"Services" means the Services specified in the Order.

2 BASIS OF CONTRACT

2.1 If there is a conflict or inconsistency between these Conditions and the Order, the Order shall prevail.

2.2 The terms and conditions of the Contract are the only conditions upon which the Purchaser is prepared to deal with the Supplier and they shall govern all orders and supply of Services (as the case may be) to the entire exclusion of all other terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or confirmation of order, specification or similar document will form part of this Contract and the Supplier hereby waives irrevocably any right which it otherwise might have to rely on such terms and conditions.

2.3 The Order constitutes an offer by the Purchaser to purchase the Services from the Supplier in accordance with these Conditions.

2.4 The Order shall be deemed to be accepted on the earlier of:

2.4.1 the Supplier issuing written acceptance of the Order; or

2.4.2 the Supplier carrying out any act consistent with fulfilling the Order,

at which point and on which date ("**Commencement Date**") the Contract shall come into existence.

3 PROVISION AND VARIATION OF THE SERVICES

The Supplier shall from the Commencement Date and for the duration of the Term provide the Services to the Purchaser in accordance with the terms of the Contract. The Purchaser reserves the right to modify: the Services; the Fee; or the date of completion of provision of the Services, upon giving the Supplier two (2) weeks' written notice. Any such modification shall be agreed in writing by the parties. Failing agreement the matter shall be determined by the dispute resolution procedure set out in Condition 17.

4 PURCHASER'S OBLIGATIONS

4.1 The Purchaser shall:

4.1.1 provide the Supplier with reasonable access at reasonable times to the Premises for the purpose of providing the Services; and

4.1.2 provide such information to the Supplier as the Supplier may reasonably request and the Purchaser considers reasonably necessary for the purpose of providing the Services.

5 SUPPLIER'S OBLIGATIONS

5.1 In providing the Services the Supplier shall:

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

5.1.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; and in accordance with all laws and regulations that relate to the Services including obtaining all relevant permits and licences;

5.1.3 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 this Contract;

5.1.4 ensure that the Services conform with the description in the Order;

5.1.5 use the best quality, tools, vehicles, goods, materials, standards and techniques and ensure that all the goods and materials supplied and used in the Services or transferred to the Purchaser, will be free from defects in workmanship, installation and design;

5.1.6 not attempt to access, use or interfere with the communications systems, information technology systems or data used by the Purchaser unless expressly authorised to do so under this Contract; and

5.1.7 comply with the Purchaser's internal environmental policies, ISO 14000/14001 (Environmental Management

Systems) and all existing and future environmental regulations and legislation.

- 5.2 The Purchaser agrees that time is of the essence for the Purchaser's performance of the Contract.

6 SUPPLIER'S PERSONNEL

- 6.1 The Supplier shall use all reasonable endeavours to prevent unauthorised persons from entering the Premises. The Purchaser may give notice to the Supplier that a person is not to be admitted, or is to be removed from the Premises. The Supplier shall use reasonable endeavours to comply with any such notice. The Supplier shall replace any person removed under this Condition with another suitably qualified person and ensure that any access pass to the Premises issued to the person is surrendered.
- 6.2 The Supplier shall at the request of the Purchaser provide a list of names and addresses of all persons who may provide or be concerned with the provision of the Services. The Supplier shall specify the capacities and give such other particulars and evidence of identity and other supporting evidence as the Purchaser may reasonably require. Any such information will be provided in accordance with the provisions set out in Condition 15.
- 6.3 Any decision of the Purchaser to admit or remove Personnel from the Premises is final.

7 MANNER OF CARRYING OUT THE SERVICES

- 7.1 The Supplier shall not deliver any materials, plant or other items nor commence any work at the Premises without obtaining the Purchaser's prior written consent.
- 7.2 The Supplier's access to the Premises shall be non-exclusive and shall be for the purpose of allowing the Supplier to carry out the Services. The Supplier shall cooperate with any third party as the Purchaser may reasonably require.
- 7.3 The Purchaser may at any time during the provision of the Services request that:
- 7.3.1 any materials which in the opinion of the Purchaser are hazardous, noxious or not necessary for the provision of the Services are removed from the Premises;
 - 7.3.2 any inadequate materials are removed and substituted for proper and suitable materials; and/or
 - 7.3.3 any work which in respect of material or workmanship is not in the opinion of the Purchaser to be of the standard required (as set out in the Contract) is replaced/repeated so that it meets the specified standard.
- 7.4 On completion of the Services the Supplier shall remove his plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

8 FEE

- 8.1 In consideration for the proper provision of the Services in accordance with this Contract, the Purchaser shall pay to the Supplier the Fee for the Services. No increase in the Fee will be accepted by the Purchaser unless agreed in writing.
- 8.2 No expenses shall be payable to the Supplier by the Purchaser except as expressly set out in the Contract.
- 8.3 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier to any other customer.

9 PAYMENT TERMS

- 9.1 The Supplier shall invoice the Purchaser on completion of the Services to the satisfaction of the Purchaser.
- 9.2 The invoice shall quote the order number set on the Order and shall be valid for VAT purposes. All invoices shall be submitted to the address shown in box E of the Order.
- 9.3 The Purchaser shall pay correctly rendered invoices that are not subject to a bona fide dispute within thirty (30) days of receipt of the invoice.
- 9.4 If the Purchaser fails to pay any amount properly due and payable by it under the Contract by the due date, the Supplier shall be

entitled but not obliged to charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of 2% (two per cent) per annum above the base rate of the time being of National Westminster Bank PLC. This Condition 9.4 shall not apply to payments that the Purchaser disputes in good faith.

10 FREE-ISSUE MATERIALS

- 10.1 The Purchaser may for the purpose of the Contract issue materials (free of charge) to the Supplier. The Purchaser shall retain ownership of such materials. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Supplier shall notify the Purchaser of any surplus materials remaining after completion of the Services and shall dispose of them as the Purchaser may direct.
- 10.2 If the Supplier or their Personnel waste (by bad workmanship or negligence) such materials the Supplier shall be responsible for the cost and expense of replacing these materials. Without prejudice to any other rights of the Purchaser, the Supplier shall deliver up such materials, whether processed or not, to the Purchaser on demand.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Save as otherwise expressly provided in this Contract, neither the Supplier nor the Purchaser shall receive any right, title or interest in or to the Intellectual Property Rights of the other party.
- 11.2 Subject to Condition 11.5 all Intellectual Property Rights in the Project Materials shall be vested in the Purchaser.
- 11.3 The Supplier hereby irrevocably assigns to the Purchaser (including by way of present assignment of present and future rights) with full title guarantee, absolutely and free from all encumbrances, all the Supplier's right, title and interest in and to any and all present and future Intellectual Property Rights throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world in or relating to all Project Materials together with all accrued rights of action in respect of any infringement of such rights for the full term of such rights.
- 11.4 The Supplier agrees to waive any claim to moral rights conferred on the Supplier by the Copyright, Designs and Patents Act 1988 or any rights of a similar nature under laws now or in the future in force in any jurisdiction which the Supplier may have in and to any and all Project Materials.
- 11.5 To the extent that any of the Project Materials contain any materials owned or controlled by a third party, the Supplier shall:
- 11.5.1 disclose the existence of such materials to the Purchaser; and
 - 11.5.2 in consultation with the Purchaser obtain such licences, assignments or other consents as are required to permit the use of such third party materials by the Purchaser.
- 11.6 The Supplier shall on request by the Purchaser and at its expense, promptly deliver to the Purchaser all copies of the Project Materials in its control or possession.

12 LIABILITY

- 12.1 Neither party limits its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors for fraud; or breach of any obligation as to title implied by statute; or any indemnity given under this Contract.
- 12.2 Subject to Condition 12.1 the aggregate liability of the Purchaser in respect of any loss or damage suffered by the Supplier and arising out of or in connection with this Contract, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the Fee paid by the Purchaser to the Supplier pursuant to this Contract.
- 12.3 Subject to Condition 12.1 neither party shall be liable, in contract, tort (including negligence) or for breach of statutory duty in any other way for:
- 12.3.1 any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings;

12.3.2 any loss of goodwill or reputation; or

12.3.3 any indirect or consequential losses

suffered or incurred by either party arising out of or in connection with any matter under this Contract.

12.4 The Supplier acknowledges and agrees that the limitations contained in this Condition 12 are reasonable in all the circumstances and confirms that it has taken independent legal advice.

13 INDEMNITY AND INSURANCE

13.1 The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability under or in connection with the Contract (and whether a claim is made in respect of such liability during or after termination of the Contract), and shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13.2 The Supplier shall keep the Purchaser indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Purchaser as a result or in connection with:

13.2.1 any claim made against the Purchaser by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents, or subcontractors; and

13.2.2 any claim brought against the Purchaser for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.

14 CONFIDENTIALITY AND FREEDOM OF INFORMATION

14.1 Subject to Conditions 14.2, 14.4, 14.5 and 14.6 both parties shall procure that all information disclosed by one to the other in accordance with the terms of this Contract ("**Confidential Information**") shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Contract.

14.2 Either party shall promptly notify the other if any Confidential Information is required by law (including but without limitation pursuant to the FOIA and/or the Environmental Information Regulations) to be disclosed by it or any other person receiving it under or pursuant to this Contract and shall co-operate with the other party regarding the manner of such disclosure (but without prejudice to any obligation to comply with any law). Any request received by either party under the FOIA or the Environmental Information Regulations will be complied with promptly and in a timely manner.

14.3 The obligations of confidentiality shall not apply to any information which:

14.3.1 is or becomes publicly known through no act or omission of the receiving party;

14.3.2 was in the other party's lawful possession prior to the disclosure;

14.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

14.3.4 is independently developed by the receiving party, which independent development can be shown by written evidence; and/or

14.3.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body (including but without limitation pursuant to the FOIA and/or the Environmental Information Regulations) provided that the party subject to such requirement to disclose gives the other prompt

written notice of the requirement, to the extent it is permitted to do so by law.

14.4 The Purchaser may disclose the Confidential Information of the Supplier:

14.4.1 on a confidential basis to any Central Government Body for any proper purpose of the Purchaser or of any relevant Central Government Body;

14.4.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

14.4.3 to the extent that the Purchaser (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

14.4.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Condition 14.4.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

14.4.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or

14.4.6 on a confidential basis to any proposed successor body of the Purchaser in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Purchaser under this Condition 14.

14.5 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract (including the identity of the Supplier and the payments made to the Supplier under this Contract) is not Confidential Information. The Purchaser shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

14.6 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Purchaser to publish the Contract in its entirety, including from time to time agreed changes to the Contract and/or payments made to the Supplier under the Contract, to the general public.

14.7 The Supplier shall not refer to the Purchaser or the Order in any advertisement without the Purchaser's prior written agreement.

15 DATA PROTECTION

15.1 Each party warrants, represents and undertakes to the other party that it shall comply with its respective obligations under the Data Protection Act 1998.

15.2 To the extent that the provision of the Services will involve the processing of any personal data in respect of which the Purchaser is the data controller, the Supplier shall:

15.2.1 process such personal data only in accordance with the Purchaser's written instructions and only as required to perform its obligations under this Contract;

15.2.2 take technical and organisational measures which are consistent with best industry practice against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data; and

15.2.3 at all times take reasonable steps to ensure the reliability of those of its employees who have access to the personal data held on behalf of the Purchaser and shall use its best endeavours to ensure their compliance with the obligations set out in this condition.

15.3 In this Condition 15 "**personal data**", "**data controller**" and "**data processor**" has the meaning given in the Data Protection Act 1998.

16 TERMINATION

- 16.1 The Contract shall commence on the Commencement Date and at any date on which the Contract is expressed to terminate as set out on the Order or until terminated in accordance with the remainder of this Condition 16 ("**Term**").
- 16.2 Without prejudice to any rights that have accrued under this Contract or any of its rights or remedies, the Purchaser may terminate this Contract on giving not less than thirty (30) days' written notice to the Supplier.
- 16.3 Either party may terminate the Contract and/or require payment of any amounts due under this Contract at the date of termination (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party if the other:
- 16.3.1 commits a material breach or persistently breaches of any of its obligations under this Contract and in the case of a remediable breach, fails to remedy it within fourteen (14) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied;
- 16.3.2 becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986) proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets, if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution; if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases to carry on business or if it claims the benefit of any statutory moratorium.
- 16.4 Each party shall immediately give notice in writing to the other party of any event within Condition 16.3.2 which occurs during the Term and which would entitle the other party to terminate this Contract.
- 16.5 The Supplier shall notify the Purchaser in writing immediately upon the occurrence of any of the events specified in this Condition 16.
- 16.6 Termination of the Contract, however arising, shall not affect either of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

17 DISPUTE RESOLUTION

- 17.1 If any dispute arises out of or in connection with this Contract (or its validity, construction, performance or enforceability) ("**Dispute**"), the senior representatives of the parties with authority to settle the Dispute shall, within five (5) Business Days of a written request from one party to the other ("**Dispute Notice**"), meet in good faith with a view to resolving the Dispute.
- 17.2 If the Dispute is not resolved at that meeting, the Head of Procurement (in the case of the Purchaser) and the Chief Executive Officer or Managing Director (in the case of the Supplier) shall, within twenty (20) Business Days of the meeting of the senior representatives of the parties pursuant to Condition 17.1 meet in good faith with a view to resolving the Dispute.
- 17.3 If the parties are unable to resolve a Dispute within thirty (30) Business Days of it first arising, the provisions of Condition 18.19 shall apply.
- 17.4 For the avoidance of doubt, all negotiations will be undertaken without prejudice to the rights of the parties in future proceedings.

18 GENERAL

- 18.1 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under this Contract or under any other agreement or contract with the Purchaser or with any department, agency or authority of the Crown.
- 18.2 The Supplier shall not assign or sub-contract any portion of the Contract without the prior written consent of the Purchaser. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to him under the Contract or

these Conditions.

- 18.3 A change in the legal status of the Purchaser shall not affect the validity of this Contract and this Contract shall be binding on any successor body to the Purchaser.
- 18.4 Where the Purchaser has consented to the placing of sub-contracts, copies of each subcontract shall be sent by the Supplier to the Purchaser immediately when it is issued.
- 18.5 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a period not exceeding thirty (30) days from receipt of a valid invoice.
- 18.6 The Supplier shall retain records for two years after the Contract has been completed. The records shall show: to the satisfaction of the Purchaser of all expenditures which are reimbursable by the Purchaser; all hours worked and fees paid to any employees of the Supplier. The Supplier shall on request allow the Purchaser or his representatives such access to those records as may be required by the Purchaser in connection with the Contract.
- 18.7 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or by prepaid first class post; registered post; recorded delivery; or commercial courier; or by facsimile transmission and sent to the address of the party shown on the Order, or to any other address as the party may have specified by notice.
- 18.8 The Supplier undertakes to abide and procure that its Personnel abide by the provisions of the Official Secrets Acts 1911 to 1989.
- 18.9 The Supplier will immediately notify the Purchaser in writing if any investigations of a non-routine nature are instituted into the affairs of the Supplier, its directors or key managers, under relevant legislation and regulations including the Companies Act 2006, or if there are any police or Serious Fraud Office enquiries into possible fraud or corruption by the Supplier, its directors or affairs of others, being affairs to which the Supplier is party, which in the reasonable opinion of the Supplier might result in the bringing of the Supplier or the Purchaser into public disrepute or legal action against the Supplier.
- 18.10 The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-money laundering, anti-corruption and anti-terrorism including but not limited to the Bribery Act 2010 (and any amendments thereto or replacement legislation).
- 18.11 The Supplier shall comply with any and all applicable anti-discrimination legislation and with the Purchaser's then current equality and diversity policy, as may be amended from time to time, which will be provided by the Purchaser on the Supplier's written request and which is and/or has been available at: <http://www.metoffice.gov.uk/about-us/jobs/diversity-and-equality>.
- 18.12 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or bind, the other party in any way.
- 18.13 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Purchaser.
- 18.14 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- 18.15 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 18.16 Any failure or delay by the Purchaser in enforcing or partially enforcing any provision of the Contract shall not be construed as a

waiver of any rights under this Contract.

- 18.17 This Contract constitutes the entire agreement and understanding of the parties relating to the subject matter of this Contract and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into the Contract, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Condition it might otherwise have had in relation to any of the foregoing.
- 18.18 The headings to Conditions shall not affect their interpretation.
- 18.19 The formation, existence, construction, performance, validity and all aspect of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.