



TENDER FOR SECURITY & KEY HOLDING SERVICES FOR CORBY INNOVATION HUB

TENDER – DOCUMENT THREE

GENERAL TERMS AND CONDITIONS

Thank you for expressing interest in this procurement for Security & Key Holding Services for Corby Innovation Hub.

Please ensure that you register your interest with the procurement contact named in Document One in order to receive updates, question responses, etc.

We now invite you to submit a tender. To assist you in this, four documents have been provided:

- Document One – Information and instructions (including the timetable)
- Document Two – Specification
- Document Three – General Terms and Conditions (this document)
- Document Four – Tender Response Document

When completed, please return **two hard copies and a copy electronically saved on a CD** of the Response document (Document Four).

Please mark envelopes/packages with only “**TENDER RESPONSE: SECURITY & KEY HOLDING SERVICES FOR CORBY INNOVATION HUB (Private and Confidential)**” **Deadline NOON Monday 11th December 2017** and **with no company markings or anything else which might identify your organisation e.g. personalised franking**, and return to:

Democratic Services Manager
Corby Borough Council
Democratic Services Department
Corby Cube
Parklands Gateway
George Street
Corby, Northamptonshire
NN17 1QG

To be received not later than NOON Monday 11th December 2017.

Late submissions will be disregarded.

TERMS AND CONDITIONS

SUPPLY OF SERVICES CONTRACT

CONTRACT DETAILS

DATE:

Customer:	Corby Borough Council
Customer's address:	The Corby Cube, Parkland Gateway, George Street, Corby NN17 1QG
Customer's representative:	Name: David Allen Title: Facilities Supervisor Email: David.Allen@Corby.gov.uk Telephone: 01536 464031 Postal Address: Corby Innovation Hub, Bangrave Road, Corby, Northants, NN17 1NN
Goods:	None
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER])
Supplier's address:	[ADDRESS]
Supplier's VAT number:	[NUMBER]
Supplier's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]

Services Start Date:	[<i>this will be the date given in Request for Quotation</i>] which is the date the parties agree that this Agreement be effective notwithstanding it being signed and or completed by the parties on any such later date.
Services:	Cleaning and janitorial services, and the supply of various cleaning products, disposal and consumable items as further detailed in Schedule 1
Key Deliverables:	Identified in Schedule 1
Charges:	The charges for the Services set out in the Supplier's Tender Response appearing at Schedule 2
Schedules:	Schedule 1. Description of the Services and the Specification for the Services. Schedule 2. Charges by the Supplier for the Services as identified in the Tender Response.

1. This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.
- (c) The Schedules specified in the Contract Details.
- (d) The Tender issued by the Customer Prior to the making of this Contract
- (e) The Response to the Tender issued by the Supplier

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it and shall retrospective application from the date of the Services Start Date in the event that it is signed or completed on a later date.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in Schedule 2

Conditions: these terms and conditions set out in Clause 1 (Interpretation) to Clause 12 (General) (inclusive).

Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the Key Deliverables set out in the Contract Details.

Goods: n/a

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and 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.

Tender: The Tender for the Services as published or made available to the Supplier on [DATE]

Tender Response: The Supplier's written response to the Tender in which it identified the Charges for the Services and its means of delivering the Services

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Schedule 1

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

Site: the buildings in which the Services are to be undertaken and delivered

Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable to enable a Customer to receive and use the Services.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

(b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes email but not fax.

2. COMMENCEMENT AND TERM

2.1 The Contract shall commence on the Start Date and shall be effective from that notwithstanding the contract being signed on a later date by one or both of the parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than three (3) month's written notice to terminate or terminated sooner in accordance with Clause 10.

2.2 Unless terminated sooner, the Contract shall be for a term of 1 year with the option for the Customer to extend the term up to two further periods of up to twelve months having given the Supplier 1 months' prior written notice in the exercise of that option.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.

3.2 In performing the Services the Supplier shall meet, and time is of the essence as to, any performance dates and timescales specified in Schedule 1.

3.3 In supplying the Services, the Supplier shall:

(a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(b) co-operate with the Customer in all matters relating to the Services, and comply

with all reasonable instructions of the Customer;

(c) appoint or, at the request of the Customer, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services. The initial manager shall be the Supplier's representative;

(d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;

(e) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;

(f) ensure that the Services and Deliverables shall conform in all respects with the Services and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;

(g) at the Supplier's expense to provide all equipment, tools, vehicles and other items required to provide the Services save those identified in Schedule 3;

(h) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

(i) comply with all applicable laws, statutes, regulations and codes from time to time in force;

(j) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier;

(k) hold all 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;

(l) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

(m) notify the Customer in writing immediately upon the occurrence of a change of Control of the Supplier; and

(n) provide such reasonable assistance as the Customer may require in order to satisfy any request for information made of the Customer by way of the rights to request information in the Freedom of Information Act 2000 of the Environmental Information Regulations 2004;

(p) observe the requirements identified in the specification of the Services within

Schedule 1;

(q) access the Site by the reasonable means as may be directed for time to time by the Customer and follow any security arrangements as may be required;

(r) not hold itself out as agent employee or partner of the Customer and remain as principal contractor for the delivery of the Services;

(s) observe any reasonable director or health and safety guidance as the Customer may issue to the staff of the Supplier while they are at the Site;

(t) observe the Transfer of Undertaking (Transfer of Employment) Regulations 2006 (as amended or as may be replaced with any other regulations as implement the Acquired Rights Directive 2001/23ec) in respect of any transfer of any employees currently providing a cleaning service at the Site and who will by operation of the Regulations transfer employment or have the right to transfer employment to the Supplier;

(u) at the Customer's reasonable request to replace any member of the Supplier's staff in the delivery of the Services where there is evidence that such member of staff has behaved or conducted themselves inappropriately. The Supplier acknowledges that the Customer has a duty to provide services to its tenants in occupation of the Site and to safeguard the people working in the building against unlawful or malicious conduct and behaviour.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of providing the Services;

(b) provide such necessary information for the provision of the Services as the Supplier may reasonably request; and

(c) allow the Supplier access to the Site.

4.2 A failure by the Customer to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

5. TITLE TO DELIVERABLES AND CUSTOMER MATERIALS

5.1 Title to any Deliverables that are goods or in any physical media on which

Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the earlier of their delivery to the Customer or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.

5.2 All Customer Materials are the exclusive property of the Customer.

6. INTELLECTUAL PROPERTY

6.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

6.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services during the term of the Contract and for the duration of any exit assistance services provided under Clause 11.1(b).

6.3 The Customer may sub-license the rights granted in Clause 6 to any of the Customer's Tenant's and its customers.

6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.

6.5 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Customer and its licensees and sub-licensees. This Clause 6.5 shall survive termination of the Contract.

7. CHARGES AND PAYMENT

7.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this Clause 7.

7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer monthly in arrears, on or after the 28th day of each month. Each invoice shall include all supporting information reasonably required by the Customer.

7.4 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.

7.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under Clause 10 (Termination), the Customer 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 day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

7.6 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. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. 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.

8. LIMITATION OF LIABILITY

8.1 Nothing in the Contract:

(a) shall limit or exclude the Supplier's or the Customer's liability for:

(i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

(ii) fraud or fraudulent misrepresentation;

(iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

(iv) any other liability which cannot be limited or excluded by applicable law; or

(b) shall limit or exclude the Supplier's liability under Clause 6.5 of these Conditions.

8.2 Subject to Clause 8.1 of these Conditions neither party to the Contract shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Contract;

8.3 Notwithstanding the provisions of Clause 8.2(a), the losses for which the

Supplier assumes responsibility and which shall (subject to Clause 8.2(b) and Clause 8.2(c)) be recoverable by the Customer include:

- (a)** sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any services not provided in accordance with the terms of the Contract;
- (b)** wasted expenditure;
- (c)** additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- (d)** losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier;
- (e)** anticipated savings.

8.4 The rights of the Customer under the Contract are in addition to, and not exclusive of, any rights or remedies provided by common law.

9. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company the following insurances:

- public liability insurance in the sum of not less than £5,000,000 (five million pounds) and
- product liability insurance n/a and
- employers liability insurance in the sum of not less than £10,000,000 (ten million pounds)
- professional indemnity insurance n/a

to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a)** there is a change of Control of the Supplier; or
- (b)** the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(c) the Supplier commits a breach of Clause 3.3(i).

10.2 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:

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(b) 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), 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction]; or

(c) 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.

10.3 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.

10.4 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of 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.

11. EXIT ARRANGEMENTS

11.1 On termination of the Contract for whatever reason:

(a) 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 delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

(b) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it including the assistance set out in the Services Specification at Schedule 1; and

11.2 The Supplier agrees that within 20 Working Days of the earliest of:

(i) receipt of a notification from the Customer of a transfer of the Service or intended transfer;

(ii) receipt of the giving of notice of early termination or any partial termination of this agreement;

(iii) the date which is 12 months before the end of the term of this agreement; and

(iv) receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Act 1998, a list of staff employed by the Supplier in providing the Services, together with the employee liability information within the meaning of Regulation 11 of the Transfer of Undertaking (Transfer of Employment) Regulations 2006 (as amended or as may be replaced with any other regulations as implement the Acquired Rights Directive 2001/23ec) and it shall provide an updated list of such information at such intervals as are reasonably requested by the Customer.

11.3 At least 28 Working Days prior to the date on which a transfer of the Services is to be effected, the Supplier shall provide to the Customer or at the direction of the Customer to any replacement supplier of the Services the employee liability information within the meaning of Regulation 11 of the Transfer of Undertaking (Transfer of Employment) Regulations 2006 (as amended), which shall identify which of the staff of the Supplier are to transfer employment with the Services; and

11.4 The Customer shall be permitted to use and disclose information provided by the Supplier under Clause 11.2 and Clause 11.3 for the purpose of informing any prospective replacement supplier of the Services.

11.5 The Supplier warrants, for the benefit of the Customer, any replacement supplier of the Services, that all information provided pursuant to Clause 11.2 and Clause 11.3 shall be true and accurate in all material respects at the time of providing the information.

11.6 From the date of the earliest event referred to in Clause 11.2 (i) to (iii) inclusive, the Supplier agrees, that it shall not assign any person to the provision of the Services who is not listed on the Supplier's list of staff produced in satisfaction of the obligations of Clause 11.2 or Clause 11.3 and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

(a) make, promise, propose or permit any material changes to the terms and conditions of employment of such staff (including any payments connected with the termination of employment);

(b) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of such staff save for fulfilling assignments and projects previously scheduled and agreed;

(c) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any such staff;

(d) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

(e) terminate or give notice to terminate the employment or contracts of any such staff save by due disciplinary process.

11.7 The Supplier shall provide all reasonable cooperation and assistance to the Customer, any replacement supplier of the Services to ensure the smooth transfer of the delivery of the Services to the replacement supplier. Without prejudice to the generality of the foregoing, within 5 Working Days following the transfer of the Services, the Supplier shall provide to the Customer or, at the direction of the Customer, to any replacement supplier, in respect of each person on the Supplier's list of transferring employees:

(a) the most recent month's copy pay slip data;

(b) details of cumulative pay for tax and pension purposes;

(c) details of cumulative tax paid;

(d) tax code;

(e) details of any voluntary deductions from pay; and

(f) bank/building society account details for payroll purposes.

12. GENERAL

12.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

12.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

12.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 12.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory Customer.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

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

12.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver.

(a) 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 breach or default.

(b) 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.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

(a) Any notice or other communication given to a party under or in connection with

the Contract shall be in writing and shall be: 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).

(b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 at the time recorded by the delivery service.

(c) This clause shall not apply to the service of any proceedings or other documents in any legal action.

12.9 Third party rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 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.

12.11 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.

12.12 Execution in Parts. This Contract may be executed in any number of **counterparts**, each of which when executed and delivered shall constitute a duplicate original, but all the **counterparts** shall together constitute the one agreement.

SCHEDULE 1 SERVICES

[here will be included a copy of the specification as appears in the Request for Quotation]

SCHEDULE 2 CHARGES

1. CHARGES FOR THE SERVICES

[DETAILS OF THE CHARGES TO BE MADE BY THE SUPPLIER].

2. INVOICING ARRANGEMENTS

[DETAILS OF WHEN INVOICES ARE TO BE RAISED FOR THE SERVICES
COPIED FROM THE SUPPLIERS REPLY TO THE REQUEST FOR QUOTATION].

END DOCUMENT	OF
-----------------	----