

68A.12.5.1 take all reasonable steps to eliminate such unlawful discrimination and shall otherwise comply with all the requirements and recommendations of such Relevant Authority; and

68A.12.5.2 as soon as reasonably practicable, provide the Authority with details of such requirements and (if any) recommendations and the remedial steps to be taken by the Contractor.

68A.13 For the avoidance of doubt, this Clause 68A shall not apply to the Houseblock Construction Subcontractor.

68A.14 The Contractor's obligations above remain at all times subject to the provisions of the Data Protection Act 1998; in the event of the Contractor providing any information to the Authority, the Authority undertakes to use such information appropriately and properly (including with regard to the provision of any information to any third party) so as to not disclose any information in a way that would, by such disclosure, breach the Authority's obligations under the Data Protection Act 1998 or its express or implied contractual duties or obligations to its staff or potential staff or candidates.

69 Data Protection

69.1 The Contractor shall not disclose or allow access to any Personal Data provided by the Authority, or acquired by the Contractor during the course of executing his obligations under the Contract, other than to a person employed or engaged by the Contractor or Sub-contractor.

69.2 Any disclosure or access to Personal Data allowed under **Clause 69.1 (Data Protection)** shall be made in confidence and shall extend only so far as necessary for the purpose of the Contract.

69.3 The Contractor shall fully indemnify the Authority against the costs of dealing with any civil claims made in respect of information subject to the Data Protection Act 1984, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, his servants or agents.

70 Health and Safety

70.1 All plant, fixtures, fittings, furniture chattels and other equipment supplied by the Contractor and the Authority in performance of the Contract shall comply with all provisions of any Legislation relating to health and/or safety from time to time in force. Crown Immunity will not apply to the

- 70.2 The Contractor shall be responsible for the observance by itself, its staff and Sub-contractors of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and any other persons invited onto or visiting the Site, including all precautions required to be taken by or under any Legislation.
- 70.3 The Contractor shall be responsible for the observance by itself, its staff and Sub-contractors of all current and relevant rules, regulations and requirements of statutory or regulatory authorities concerning building works and fire prevention.

71 **Duty of Care**

The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the obligations of the Contract.

72 **Waiver**

The failure of either party at any one time to enforce any provision of the Contract shall in no way affect its right thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision, or be a waiver of the provision itself.

73 **Severability**

In the event that any term, condition or provision contained in this Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, clause or provision shall, to that extent be omitted from this Contract and the rest of the Contract shall stand, without affecting the remaining clauses.

74 **Legislation of the Contract and Jurisdiction**

The Contract is governed by and shall be construed in accordance with the laws of England, and the parties hereby submit to the irrevocable jurisdiction of the courts of England and Wales.

75 **Dispute Resolution**

- 75.1 Except in the case of any dispute in respect of matters referred to in Clauses 10 (***Change to Services Required***) (other than any decision of the Authority relating to changes to the Works or their design which do not result in the possibility of a variation of the Contract Price pursuant to **Clause 10.5 (*Change to Services Required*)**), **42.2 (*Variation of***

75.2 The Expert nominated to consider a dispute referred to him under **Clause 75.1 (*Dispute Resolution*)** shall be selected on a strictly rotational basis from the panel of experts. Within seven (7) Days of appointment in relation to a particular dispute, the Expert shall require the parties to submit in writing their respective arguments. The Expert shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute, and shall in any event within fourteen (14) Days of the appointment, provide to both parties his written decision on the dispute. The Expert shall not state any reasons for his decision, and it shall be binding on both parties. The Expert's costs of any reference shall be borne as the Expert shall specify or, in default, equally by the parties.

75.3 In the case of:

- (a) any dispute in respect of matters referred to in **Clause 6.10 (*Insurance*)**, **Clause 10 (*Change to***

- (b) either party being dissatisfied with or otherwise wishes to challenge the Expert's decision made in accordance with **Clause 75.2 (*Dispute Resolution*)**; or
- (c) both parties agreeing so to do;

either party may (within fourteen (14) Days of receipt of the Expert's decision, where appropriate), notify the other party of its intention to refer the dispute to arbitration before a sole arbitrator appointed in accordance with the terms of this clause. The sole arbitrator shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than ten (10) Years' standing (the "**Arbitrator**"). If the parties are unable within fourteen (14) Days to agree the identity of the Arbitrator either party may request the President of the Law Society to make the appointment. The Arbitrator shall have the power to vary or cancel the decision of the Expert and, where appropriate, to order financial compensation to be paid by one party to the other or to adjust the terms of, or the amounts payable under, the Contract.

- 75.4 The Arbitrator shall in his absolute discretion, make such procedural directions as he considers necessary such as ordering the parties to provide written submissions within such time period as he considers appropriate and/or to attend such hearings as he deems necessary. The Arbitrator shall deliver his decision on any matter referred to him within twenty-eight (28) Days of concluding any hearings which may have been held in connection with the matter and in any event within three (3) months or such other period as the parties may agree of his appointment. The Arbitrator's decision shall be in writing and shall state his reasons for his decision. The decision of the Arbitrator shall be final and binding on both parties. The costs of the arbitration will be in the discretion of the Arbitrator.

76 **Precedence of Terms**

In the event of any discrepancy arising between the provisions of Parts I to VIII of the Contract and the Schedules, Appendices and any other document forming part of the Contract, the provisions of Parts I to VIII shall prevail, unless the inconsistent provision is expressed to be, or if the Contract indicates it to be, an amendment of the Parts I to VIII, in accordance with **Clause 66 (*Authority to Commit and Variation*)**.

77. **Third Party Rights**

Without prejudice to the Third Party Lenders' rights under the Financing Agreements and the Direct Agreement, the parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

SIGNED by)
for and on behalf of)
BRIDGEND CUSTODIAL SERVICES)
LIMITED)

SIGNED by)
for and on behalf of)
H.M. PRINCIPAL SECRETARY)
OF STATE FOR THE HOME)
DEPARTMENT)