

GOODS AND SERVICES AGREEMENT

This Agreement is dated [DATE]

PARTIES

(1) [Contractor] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]

(2) London Stadium 185 Limited incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]

BACKGROUND

The Buyer requires the Goods and Services to be undertaken and the Supplier has agreed to provide the Goods and Services to the Buyer on the terms of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this Agreement.

1.1 Definitions:

Agreement: this agreement including the schedule.

Business Day: Monday to Friday, excluding any or public holidays in England and Wales.

Business Hours: means the business hours referred to in the Schedule.

Charges: the Charges set out in the Schedule.

Commencement Date: the date set out as such in the Schedule.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Goods: the Goods described in the Schedule.

Project Managers: the relevant project managers appointed by each party in relation to this Agreement.

Scheduled Completion Date: the date specified as such in the Schedule.

Services: the services set out in the Schedule which shall, for the avoidance of doubt, include the provision of the Goods.

Stadium Group: means each of the London Stadium 185 Limited, E20 Stadium LLP and the London Legacy Development Corporation.

Warranty Period: the warranty period defined in the Schedule.

1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 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 shall include all subordinate legislation made from time to time.

1.6 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

1.7 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.

1.8 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedule, the provisions in the main body of this Agreement shall prevail.

2. DURATION OF THIS AGREEMENT

This Agreement shall take effect from the Commencement Date and shall continue until terminated.

3. SERVICES

3.1 The Supplier will provide the Services to the Buyer only during Business Hours each Business Day until the Services have been deemed completed by the Buyer in accordance with the sign off regime in Clause 4.

3.2 The Supplier shall provide the Services using reasonable skill and care and suitably qualified, trained and experienced persons.

3.3 The Supplier shall provide the Services in accordance with Good Industry Practice.

3.4 The Supplier shall provide the Services in a timely manner and time shall be of the essence for the purposes of this Agreement. In any event the Supplier shall provide the Services to enable them to have been deemed completed by the Buyer in accordance with the sign off regime in Clause 4 by the Scheduled Completion Date.

3.5 When providing the Services the Supplier shall comply with all relevant policies notified to it by the Buyer from time to time.

3.6 The Buyer shall provide the Supplier with reasonable and safe access to those areas of the Buyer's premises to which it is necessary for the Supplier to have access in order to perform the Services.

3.7 The Project Managers of each party shall meet regularly to review the progress and provision of the Services and in the first instance shall deal with all issues arising.

3.8 The Supplier shall not subcontract any or all of its obligations pursuant to this Agreement without the prior written consent of the Buyer in its absolute discretion.

4. SIGN OFF REGIME REGARDING THE SERVICES

4.1 When the Supplier believes that the Services (or relevant part thereof) have been provided it shall notify the Buyer that the Services are ready for sign off.

4.2 Upon such notice the Buyer shall inspect the Services and either (a) notify the Supplier that they are signed off (a "**Sign Off Notice**") or (b) inform the Supplier of any issues or remedial works that are required before the Services can be signed off (a "**Remedial Notice**").

4.3 In the event of a Remedial Notice being served, the Supplier shall remedy all issues free of charge and at its own cost and expense and shall then re-submit the Services for another inspection pursuant to Clause 4.2 and this process shall be repeated until either (a) a Sign Off Notice is issued by the Buyer or (b) the Buyer terminates this Agreement on immediate written notice to the Supplier.

4.4 In the event the Buyer terminates this Agreement pursuant to Clause 4.3 then no further sums shall be payable to the Supplier pursuant to this Agreement.

5. THE PROVISION OF THE GOODS

5.1 Supply: The Supplier shall provide the Goods in accordance with this Agreement.

5.2 Purpose & use: It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods are supplied.

5.3 Delivery: The Goods shall be delivered at the Supplier's cost and to a location agreed between the parties beforehand in writing.

5.4 Title: Without prejudice to any rights of rejection the Buyer may have, title in the Goods will pass to the Buyer on the earlier of (a) delivery to the Buyer or (b) when payment for the Goods is made once the Goods have been appropriated to the Contract.

5.5 Risk: Risk in the Goods shall pass to the Buyer upon delivery without prejudice to any rights of rejection which the Buyer may have.

5.6 Testing & Rejection:

5.6.1 On delivery the Buyer shall not be deemed to have accepted all or part of the Goods (whether or not an advice note is signed) until the Buyer has had reasonable opportunity to inspect and/or test the Goods.

5.6.2 All inspection, tests and analysis of the Goods that may be required by the Buyer shall be undertaken at the Supplier's expense.

5.6.3 Notwithstanding any such inspection or testing, the Supplier will remain fully responsible for the Goods and the provisions of this clause shall not release the Supplier from any of its obligations under the Agreement.

5.6.4 Corrections: Without prejudice to any other rights or remedies of the Buyer (whether express or implied) the Supplier shall replace or repair (at the Buyer's sole option and discretion) free of charge to the Buyer any Goods or any part thereof which is found within the Warranty Period to be defective and any repaired or replaced Goods will be guaranteed in the terms of this clause for the unexpired portion of the Warranty Period. Defective Goods shall be returned at the Supplier's expense and risk.

5.6.5 Other remedies for defective Goods: Without prejudice to any other rights or remedies of the Buyer (whether express or implied) where any of the Goods are adjudged by the Buyer to be defective, the Buyer may (in its sole discretion and whether or not the Goods have been accepted)

- (a) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (b) recover from the Supplier any additional expenditure reasonably incurred by the Buyer in obtaining the Goods in substitution from another supplier; and/or
- (c) claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's breach of this Agreement or failure to deliver the Goods on the due date or at all.

5.7 Packaging etc: Where the Goods are supplied by weight all containers, cases or packaging shall be deducted from the gross weight and only the net weight of the Goods supplied shall be invoiced and paid for. No charge shall be made for any containers, cases or packaging. If the Supplier desires the return of any containers, cases or packaging the advice note shall be clearly marked to that effect whereupon the Buyer, without incurring any legal liability, shall make such return at the Supplier's expense and risk.

5.8 Warranties re Goods: The Supplier warrants, represents and undertakes to the Buyer that the Goods:

- 5.8.1 will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier (orally or in writing) at the time the Agreement is made;
- 5.8.2 will be free from defects in design, material and workmanship;
- 5.8.3 will correspond in every respect with any relevant specification, sample, drawing and/or description which form part of the Agreement;
- 5.8.4 will comply with all applicable voluntary codes of conduct, quality assurance standards, statutory requirements and regulations relating to the Goods;
- 5.8.5 will be so formulated, designed, constructed, finished and packaged so as to be safe and without risk to health;
- 5.8.6 will be made and delivered by appropriately qualified, trained and experienced personnel, with due care, skill and diligence, to such a high standard of quality as it is reasonable for the Buyer to expect in all the circumstances, and in accordance with all relevant standards and statutory requirements and regulations relating to the provision of the Goods;
- 5.8.7 and will be constructed and delivered to such standards of quality generally observed in the industry for similar goods.

5.9 IPRs:

5.9.1 For the purposes of this Clause the following expressions have the corresponding meanings:

Expression	Meaning
“IPR”	Means any patent, know-how, trade mark or name, service mark, design right , copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Generic IPRs”	Means IPRS in items not prepared or developed for the purposes of this Contract;

- 5.9.2 The Supplier hereby assigns with full title guarantee to the Buyer all IPRs in all Goods, Services, documents, drawings, computer software and any other work prepared or developed by or on behalf of the Supplier pursuant to this Agreement (the **“Products”**) provided that such assignment shall not include Generic IPRs.
- 5.9.3 The Supplier hereby grants the Buyer and each member of the Stadium Group and any successors in title of the Products a perpetual, irrevocable, world-wide, royalty-free, transferable licence (with the ability to sub-licence) to use all such Generic IPRs in connection with the use, sale and exploitation of the Products.
- 5.9.4 The Supplier shall provide the Buyer with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, world-wide, royalty-free, transferable licence (with the ability to sub-licence) to use all such materials in connection with the use, sale and exploitation of the Products.
- 5.9.5 The Supplier warrants, represents and undertakes that none of the Products or the materials referred to in this Clause infringes or shall infringe the IPRs of any third party.
- 5.9.6 The Supplier shall ensure that all royalties, licence fees or similar costs and expenses in respect of all IPRs used in connection with the Agreement have been paid and are included within its charges to the Buyer.
- 5.9.7 The Supplier shall have no right (save where expressly permitted under the Contract or with the Buyer’s prior written consent) to use any IPRs of the buyer or any members of the Stadium Group and all such IPRs shall remain the property of the Buyer or the relevant member of the Stadium Group (to the extent that such rights are owned by them).
- 5.9.8 The Supplier acknowledges that time for delivery of the Goods and precise conformity of the Goods with the Agreement (including but not limited to quantity and quality) is of the essence for the Agreement and that any failure to meet any delivery time or date for any of the Goods shall be deemed a material breach and shall entitle the Buyer to reject the Goods (or part thereof) and/or terminate this Agreement.
- 5.9.9 Nothing in this Clause shall prejudice any rights which the Buyer may have including rights of rejection and termination.

6. PAYMENT AND THE CHARGES

6.1 In consideration for the provision of the Services, the Buyer shall pay the Supplier the Charges upon the provision of a valid and appropriate VAT invoice (together with any supporting evidence requested by the Buyer) from the Supplier and in accordance with the payment profile set out in the Schedule.

6.2 The Charges payable by the Buyer pursuant to this Agreement are exclusive of value added tax and all other sales taxes and duties which may be chargeable on any of the Services provided to the Buyer pursuant to the terms and conditions of this Agreement. Such taxes and duties shall be paid by the Buyer at the rate and in the manner for the time being prescribed by law.

6.3 All payments made to the Supplier pursuant to this Agreement shall be made within 20 Business Days of the relevant valid VAT invoice from the Supplier and provided no part of any such invoice is in dispute.

6.4 If the Buyer fails to make any payment due to the Supplier under this Agreement by the due date for payment the Buyer shall, if required by the Supplier, pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

6.5: All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Buyer arising out of or attributable to this Agreement or any other contract between the Buyer and the Supplier may be deducted by the Buyer from monies due or which may become due to the Supplier under this Contract or under any other contract with any member of the Stadium Group may recover such amount as a debt.

7. DISPUTES AND CHANGES

7.1 Any issues not resolved by the Project Managers within 10 Business Days of them attempting to resolve the same at any meeting may be referred at the option of either party to the relevant senior managers of each party.

7.2 In the event that the senior managers cannot resolve the issue the parties shall be free to take whatever course of legal action they deem appropriate.

7.3 The parties shall try to resolve any issues acting reasonably and in good faith to avoid litigation if possible.

7.4 The Supplier shall continue to provide the Services during any dispute.

7.5 Any and all changes and amends to this Agreement must be made in writing and be signed by both parties in order to be valid and for them to take effect.

8. TERMINATION RIGHTS

8.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any

term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified to do so.

8.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if

(a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

(d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(e) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 10 Business Days;

(g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 8.2; or

(i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

8.3 The Buyer may terminate any part of the Services being provided under this Agreement (without prejudice to the continuance in force of the remainder of this Agreement in respect of the provision of any other Services) if it decides that it no longer needs that part of the Service. In such event, the Supplier shall reduce the total Charges by the amount attributable to the terminated Services.

8.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude either party's liability for:

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

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to Clause 9.1 the Buyer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Charges validly due and payable under this Agreement for the provision of the relevant parts of the Services.

10. INSURANCE AND INDEMNITY

10.1 The Supplier shall maintain adequate, suitable and relevant insurances in relation to its obligations and liabilities pursuant to this Agreement throughout the subsistence of this Agreement and for 6 years thereafter, including any specific insurances identified in the Schedule.

10.2 The Supplier shall indemnify and hold harmless and keep indemnified and harmless the Buyer on demand against all loss, damage, claims, demands, actions, costs, charges, expenses and liabilities of whatsoever nature arising out of or in connection with the provision of the Services pursuant to this Agreement.

11. WARRANTIES

Each party warrants that it has full power and authority to enter into this Agreement.

12. STATUTORY REQUIREMENTS

The Supplier shall in the performance of the Agreement ensure compliance (at the Supplier's sole cost and expense) in all respects with relevant and binding UK and European Community laws or any other regulation or by-law from time to time in force which is or may become applicable during the period the Agreement is in force.

13. AUDIT

The Buyer may audit the Supplier at any time (during or for 6 years after the termination of this Agreement) upon reasonable notice to ensure the Supplier's compliance with its obligations pursuant to this Agreement and the Supplier shall provide all reasonable cooperation in relation to any and all such audits.

14. CORRUPT GIFTS AND PAYMENT OF COMMISSION

The Supplier shall not, and shall procure that its subcontractors shall not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Buyer nor favour employees, officers or agents of the Buyer with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Buyer other than as a representative of the Buyer, without the Buyer's written approval. Breach of this Clause shall entitle the Buyer to terminate the Agreement immediately.

15. EQUALITY

The Supplier shall not unlawfully discriminate, and shall procure that its employees and agents do not unlawfully discriminate, within the meaning and scope of the Equality Act 2010. In performing the Agreement the Supplier shall assist and cooperate with the Buyer where possible in satisfying the Buyer's duties pursuant to the Equality Act 2010. In all cases the costs of compliance with this Clause C shall be borne by the Supplier. Where possible, the Supplier shall provide the Services in such a manner as to promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion and to eliminate unlawful discrimination and to promote good relations between persons of different racial groups, religious beliefs and sexual orientation.

16. MODERN SLAVERY

The Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it together with the Supplier's own anti-slavery policy which the Supplier has put in place to comply with such laws and guidance. In all cases the costs of compliance with this Clause shall be borne by the Supplier.

17. LONDON LIVING WAGE

17.1 For the purposes of this Clause the following expressions have the corresponding meanings:

Expression	Meaning
"CCSL"	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Buyer from time to time;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

17.2 The Supplier shall ensure that its employees and procure that the employees of its subcontractors engaged in the provision of the Services:

- (a) for 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year; and
- (b) on the Buyer's estate including (without limitation) premises and land owned or occupied by the Buyer,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

17.3 The Supplier shall ensure that none of its employees nor the employees of its subcontractors engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment.

17.4 The Supplier shall provide to the Buyer such information and assistance concerning the London Living Wage as the Buyer or its nominees may reasonably require from time to time.

17.5 For the avoidance of doubt the Supplier shall implement the annual increase in the rate of the London Living Wage and shall procure that its subcontractors implement the annual increase in the rate of the London Living Wage, on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

17.6 For the avoidance of doubt, any breach by the Supplier of this Clause 17 shall be deemed to be a material breach capable of remedy for the purposes of Clause 8.1.

18. CONFLICT OF INTEREST

The Supplier warrants that it does not and will not have at the date of this Agreement any interest in any matter where there is or is reasonably likely to be a conflict of interest with the provision of the Services, save to the extent fully disclosed to and approved by the Buyer. The Supplier shall check for any conflict of interest at regular intervals throughout the term of the Agreement and in any event not less than monthly and shall notify the Buyer in writing immediately upon becoming aware of any actual or potential conflict of interest with the performance of the Agreement and shall work with the Buyer to do whatever is necessary (including the separation of staff working on, and data relating to the Services from the matter in question) to manage such conflict to the Buyer's satisfaction, provided that, where the Buyer is not so satisfied, the Buyer may deem this to be a material breach incapable of remedy in accordance with Clause 8.1.

19. DATA PROTECTION

19.1 For the purposes of this Clause the following expressions shall have the corresponding meanings:

"Data Protection Legislation"	means: (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.
"Personal Data"	has the meaning given to it in Data Protection Legislation
"Processing"	has the meaning given to it in Data Protection Legislation

19.2 The Supplier shall comply with all of its obligations under the Data Protection Legislation and, if Processing Personal Data on behalf of the Buyer, shall promptly alert the Buyer to such Processing and enter into such appropriate terms and conditions in respect of the Processing as instructed by the Buyer.

19.3 The Supplier shall bring into effect and maintain all reasonable technical and organisational measures that are satisfactory to the Buyer from time to time, to prevent unauthorised or unlawful Processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the Personal Data.

19.4 The Buyer may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Supplier and the subcontractors referred to in this Clause 19. Within 10 Business Days of such a request (or such shorter timescale as requested by the Buyer from time to time), the Supplier shall supply written particulars of all such measures detailed to a reasonable level such that the Buyer can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation.

19.5 The Supplier shall ensure that all documents or computer records in its possession, custody or control, which contain Personal Data in connection with this Agreement, including any documents in the possession, custody or control of a subcontractor, are delivered up to the Buyer on any termination of this Agreement.

20. FREEDOM OF INFORMATION

20.1 For the purposes of this Clause the following expressions have the corresponding meanings:

"FOI Legislation"	means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them, and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
"FOI Information"	means information recorded in any form held by the Buyer or by the Supplier on behalf of the Buyer;
"Information Request"	means a request for any FOI Information under the FOI Legislation;

20.2 The Supplier acknowledges that the Buyer is subject to the FOI Legislation and agrees to assist and cooperate with the Buyer to enable the Buyer to comply with its obligations under the FOI Legislation and furthermore that the Buyer may be obliged under the FOI Legislation to disclose FOI Information without consulting or obtaining consent from the Supplier.

20.3 Without prejudice to the generality of Clause 20.2, the Supplier shall and shall procure that its subcontractors (if any) shall:

- (a) transfer to the Project Manager (or such other person as may be notified by the Buyer to the Supplier) each Information Request relevant to the Agreement or the Services or the Buyer that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
- (b) in relation to FOI Information held by the Supplier on behalf of the Buyer, provide the Buyer with details about and copies of all such FOI Information that the Buyer requests and such details and copies shall be provided within 5 Business Days of a request from the Buyer (or such other period as the Buyer may reasonably specify), and in such forms as the Buyer may reasonably specify.

20.4 The Buyer shall be responsible for determining whether FOI Information is exempt information under the FOI Legislation and for determining what FOI Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Buyer.

20.5 This Clause will survive the expiry or termination of the Agreement.

21. CONFIDENTIALITY AND TRANSPARENCY

21.1 For the purposes of this Clause the following expressions have the corresponding meanings:

“Contract Information”	means: (i) the Agreement in its entirety (including from time to time agreed changes to the Agreement); and (ii) data extracted from the invoices submitted under this Agreement which shall consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.
-------------------------------	---

21.2 The Supplier undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the Buyer any trade or business secret or other information by its nature or expressed to be confidential supplied by the Buyer to the Supplier (including the provisions of this Agreement). The provisions of this clause will survive any termination of the Agreement for a period of 6 years from termination.

21.3 The Supplier acknowledges that the Buyer is subject to the Transparency Commitment which is the Buyer’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Buyer’s own published transparency commitments. Accordingly, notwithstanding any other provisions of this Agreement, the Supplier hereby gives its consent for the Buyer to publish the Contract Information to the general public.

21.4 The Buyer may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Buyer may take account of the exemptions/exceptions that would be available in relation to information requested under FOI Legislation. The Buyer may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be so published. The Buyer shall make the final decision regarding both publication and redaction of the Contract Information.

22. THIRD PARTY RIGHTS

The Parties do not intend that any of the terms of the Agreement will be enforceable by any person not a party to it.

23. ILLEGALITY

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal, or unenforceable provision.

24. WAIVER

The failure of either party to insist upon strict performance of any provision of the Agreement, or the failure or delay of either party to exercise any right or remedy to which it is entitled under the Agreement, does not constitute a waiver of such right or remedy and shall not cause a diminution of the obligations established by the Agreement.

25. NOTICES

Any notice in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post addressed to the recipient at its registered office. The notice will be deemed to have been duly served (a) if delivered by hand, at the time of delivery or (b) if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted. No notices may be sent by email or fax.

26. ASSIGNMENT

The Supplier shall not assign all or any part of the Agreement without the prior written consent of the Buyer which may be refused or granted consent subject to such conditions as the Buyer sees fit.

27. SURVIVAL

The provisions of Clauses 1, 7.4, 7.5, 8.3, 8.4, , 9, 10 and 12 through to 29 inclusive and any other Clauses that are necessary to give effect to those Clauses shall survive termination or expiry of the Agreement. In addition, any other provision of the Agreement which by its nature or implication is required to survive the termination or expiry of the Agreement shall do so.

28. ENTIRE AGREEMENT

The Agreement and all documents referred to in the Agreement contains all of the terms which the parties have agreed relating to the subject matter of the Agreement and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither party has been induced to enter into the Agreement by a statement which the Agreement does not contain. Nothing in this Clause excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.

29. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts provided that the Buyer has the right to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any assets of the Supplier may be situated.

30. COUNTERPARTS

This Agreement 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. Transmission of the executed signature page of a counterpart of this Agreement by email shall take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

THE SCHEDULE

The Commencement Date is	[insert]
The Scheduled Completion Date is	[insert]
Business Hours	8am to 6pm
The Services are	As set out in the Outline Specification dated dd mmm yyyy and the Work Scope dated dd mmm yyyy
The Charges are	[insert charges and payment profile]
Specific insurance requirements	As set out in the Instructions to Tenderers dated dd mmm yyyy
The Goods are	The turnkey design and delivery of a functioning workforce entrance building as set out in the Outline Specification dated dd mmm yyyy and the Work Scope dated dd mmm yyyy
The Warranty Period is	24 months from the date of delivery of the relevant Goods

Signed by [NAME OF DIRECTOR] for
and on behalf of [NAME OF
COMPANY]

.....
Director

Signed by [NAME OF DIRECTOR] for
and on behalf of [NAME OF BUYER]

.....
Director

END OF DOCUMENT
