

Order No. P102536 For enquiries please contact: XXXXXXXX Tel: [REDACTED]

A. To Supplier

GH ZEAL LTD
8 DEER PARK ROAD
MERTON
LONDON

SW19 3UU

B. From Purchaser

Met Office
Procurement Branch
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom
Tel: [REDACTED]

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

Signed: 

Date: 3rd November 2016

C.

Item No.	Description of Goods/Services Required	Quantity each unless otherwise stated	Unit Price per each carriage paid £	Firm Price carriage paid £
1	Ordinary 2/C Special manufacture Meteorological thermometers [REDACTED]	XXXXXXXX	XXXXXXXX	XXXXXXXX
2	Ordinary 1/C: Special manufacture Meteorological thermometers [REDACTED]	XXXXXXXX	XXXXXXXX	XXXXXXXX

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

D. Deliver To:

XXXXXXXX
MET OFFICE EXETER
FITZROY ROAD
EXETER
DEVON
EX1 3PB

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

Continued

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

Please email invoices to:
accounts payable@metoffice.gov.uk
Met Office
Accounts Payable
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom
[REDACTED]

F. Delivery Date

19th January 2017

Consignee Reference

XXXXXXXX

Contract No

Vendor ID

P001201

Order No. P102536 For enquiries please contact: XXXXXXXX Tel: [REDACTED]

A. To Supplier

GH ZEAL LTD
8 DEER PARK ROAD
MERTON
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Met Office
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Signed: 

Date: 3rd November 2016

C.

Item No.	Description of Goods/Services Required	Quantity each unless otherwise stated	Unit Price per each carriage paid £	Firm Price carriage paid £
3	Maximum 2/C: Special manufacture Meteorological thermometers [REDACTED]	XXXXXXXX	XXXXXXXX	XXXXXXXX
4	Delivery	XXXXXXXX	XXXXXXXX	XXXXXXXX

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

Total Value (Ex VAT)	13856.50
Standard Rate VAT (If Applicable)	2771.30
Total Value of Order	16627.80

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:
accounts payable@metoffice.gov.uk
Met Office
Accounts Payable
FitzRoy Road
Exeter
Devon EX1 3PB United Kingdom
[REDACTED]

F. Delivery Date

19th January 2017

Consignee Reference

XXXXXXXX

Contract No

Vendor ID

P001201

Terms and Conditions for Purchase of Goods

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 20.13;

"Contract" means the contract between the Purchaser and the Supplier for the sale and purchase of the Goods comprising the Order 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;

"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;

"Goods" means any goods to be supplied to the Purchaser by the Supplier (or by his sub-contractors) set out in the Order;

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

"Intellectual Property Rights" means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trade marks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, for the full term of such rights, and any renewals or extensions of them;

"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;

"Request For Information" shall have the meaning given in the FOIA or Environmental Information Regulations, as relevant;

"Specification" any specification for the Goods, including any related plans and drawings, that is supplied to the Supplier by the Purchaser or produced by the Supplier and agreed in writing by the Purchaser; and

"Supplier" means the person, firm, or company set out in the Order from whom the Purchaser purchases the Goods from.

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 Goods (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 Goods 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 a written acceptance of the Order; and

2.4.2 the Supplier doing any act consistent with fulfilling the Order,

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

3 THE GOODS

3.1 The Supplier agrees to sell and the Purchaser agrees to purchase the Goods in accordance with the Contract.

3.2 The Supplier shall ensure that the Goods shall:

3.2.1 correspond with their description in the Order (including any variation in accordance with Condition 20.13) and/or any applicable Specification;

3.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement;

3.2.3 where applicable, be free from defects in design, material and workmanship and remain so for 12 months from the date when the Goods were put into service or 18 months from the date of delivery whichever shall be shorter ("**Warranty Period**") (subject to any other guarantee arrangements agreed in writing between the Purchaser and the Supplier); and

3.2.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.4 The Purchaser shall have the right to inspect and test the Goods at any time before delivery.

3.5 If following such inspection or testing the Purchaser considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 3.1, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Purchaser shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.7 Any Goods rejected or returned by the Purchaser as described in Condition 3 shall be returned to the Supplier at the Supplier's risk and expense.

3.8 In respect of the Goods that are transferred to the Purchaser under this Contract, the Supplier warrants, represents and

undertakes that it has full, clear and unencumbered title to such Goods, and that at the date of delivery of the Goods to the Purchaser, it will have full and unrestricted rights to transfer all such Goods to the Purchaser.

4 DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's delivery note states that such materials will be charged for if not returned. The Purchaser accepts no liability for failure of delivery at the Supplier's premises of returned empty packages. The return of any such packaging material will be at the cost of the Supplier.

4.3 The Supplier shall deliver the Goods:

4.3.1 on the date specified in the Order, or, if no such date is specified, within twenty eight (28) days of the date of the Order;

4.3.2 to the Purchaser's premises at the address specified in clause 1.1 or such other location as is set out in the Order, or as instructed by the Purchaser prior to delivery ("**Delivery Location**"). Any access to the premises and labour and/or equipment that may be provided by the Purchaser for delivery of the Goods, shall be provided without the Purchaser accepting any liability for damage caused to the Supplier during delivery. The Supplier and his sub-contractors shall at all times comply with the Purchaser's security regulations; and

4.3.3 during the Purchaser's normal business hours being 08:00 to 16:00 Monday to Thursday and 08:00 to 15:00 on a Friday provided that such day is a Business Day, or as otherwise specified by the Purchaser.

4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.5 If the Supplier:

4.5.1 delivers less than 95% of the quantity of Goods ordered, the Purchaser may reject the Goods; or

4.5.2 delivers more than 105% of the quantity of Goods ordered, the Purchaser may at its discretion reject the Goods or the excess Goods

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Purchaser accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.6 The Supplier shall not deliver the Goods in instalments without the Purchaser's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Purchaser to the remedies set out in Condition 4.7.

4.7 The time of delivery of the Goods shall be of the essence and if the Supplier fails to deliver the Goods within the time period or on the dates specified in the Contract then, without prejudice to any other rights which it may have, the Purchaser reserves the right to:

4.7.1 cancel the Contract in whole or in part;

4.7.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

4.7.3 recover from the Supplier any expenditure reasonably

incurred by the Purchaser in obtaining the Goods in substitution from another supplier; and/or

4.7.4 claim damages from the Supplier for any additional losses incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

4.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5 ACCEPTANCE AND REJECTION

5.1 If the Goods delivered to the Purchaser are, in the Purchaser's reasonable opinion, defective or in any way do not comply with the terms of this Contract the Purchaser shall have the right exercisable by written notice to the Supplier within twenty (20) Business Days of receipt of the Goods to reject the Goods which do not comply and in such circumstances, if required by the Purchaser in writing, the Supplier shall:

5.1.1 repair or replace the non-conforming Goods; or

5.1.2 provide the Purchaser with a refund in respect of any payment made for the rejected Goods and delivery, installation, maintenance or associated costs.

5.2 The Supplier must collect all rejected Goods within a reasonable time of rejection or the Purchaser shall return the Goods to the Supplier at the Supplier's risk and expense.

6 WARRANTY

If any Goods become defective within the Warranty Period other than as a result of a failure of the Purchaser to use the Goods in accordance with the written instructions provided by the Supplier to the Purchaser then the Supplier shall repair or replace the defective Goods as soon as is reasonably practicable following request of the Purchaser. The Supplier must collect all such defective Goods within a reasonable time of such request or the Purchaser shall return the Goods to the Supplier at the Supplier's risk and expense. If the defective Goods are incapable of being replaced or repaired then the Supplier shall refund to the Purchaser the total price paid by the Purchaser to the Supplier for such Goods.

7 THE PRICE

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence. No increase in price will be accepted by the Purchaser unless agreed in writing. Prices shall be deemed to be inclusive of VAT, unless clearly stated otherwise.

7.2 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.

8 PAYMENT TERMS

8.1 The Supplier may invoice the Purchaser for the Goods on or at any time after the completion of delivery of the Goods.

8.2 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.

8.3 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. Payment shall be made to the bank account nominated in writing by the Supplier.

8.4 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 8.4 shall not apply to payments that the Purchaser disputes in good faith.

9 PROPERTY AND RISK

9.1 The Supplier shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure for such risks accordingly.

9.2 Ownership of the Goods shall pass to the Purchaser:

9.2.1 when the Goods are delivered (but without prejudice

to the Purchaser's rights of rejection); or

- 9.2.2 if the Purchaser makes any advance or staged payment, at the time such payment is made, in which case the Supplier shall as soon as reasonably possible mark the Goods as the Purchaser's property.

10 DAMAGE IN TRANSIT

On or prior to dispatch of the Goods, the Supplier shall send to the Purchaser at the delivery address an advice note specifying: the means of transport; the place and date of dispatch; and the number, weight and volume of the packages. If the Goods are damaged in transit the Supplier shall, free of charge either replace or repair (as the Purchaser shall elect) the damaged Goods within thirty (30) days of the Purchaser notifying the Supplier of the damage.

11 LABELLING AND PACKING

- 11.1 The Goods shall be packed and marked in an appropriate manner to protect the Goods from damage and in accordance with:

- 11.1.1 the Purchaser's instructions;
- 11.1.2 any statutory requirements; and
- 11.1.3 any requirements of the carriers.

In particular the Goods shall be marked with the order number and the name of the contents shall be clearly marked on each container. All containers of hazardous goods (and all documents relating to such Goods) shall bear prominent and adequate warnings and comply with any legal requirements.

12 HEALTH AND SAFETY

- 12.1 The Supplier warrants, represents and undertakes to the Purchaser that:

- 12.1.1 the Supplier has carried out all the necessary tests and examinations of the Goods to ensure that the Goods are designed and constructed to be safe and without risk to the health and/or safety of the users of the Goods; and
- 12.1.2 the Supplier has provided the Purchaser with adequate information about the use for which the Goods have been designed and tested for.

- 12.2 The Supplier shall indemnify the Purchaser against all consequences arising from breach of this Condition 12.

13 INTELLECTUAL PROPERTY RIGHTS

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.

14 LIABILITY

- 14.1 Neither party limits its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors or for fraud; or breach of any obligation as to title implied by statute; or any indemnity given under this Contract.

- 14.2 Subject to Condition 14.1 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 Price paid by the Purchaser to the Supplier pursuant to this Contract.

- 14.3 Subject to Condition 14.1 neither party shall be liable, in contract, tort (including negligence) or for breach of statutory duty in any other way for:

- 14.3.1 any loss arising from or in connection with loss of revenues, profits, contracts, business or failure to realise anticipated savings;
- 14.3.2 any loss of goodwill or reputation; or
- 14.3.3 any indirect or consequential losses

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

- 14.4 The Supplier acknowledges and agrees that the limitations

contained in this Condition 14 are reasonable in all the circumstances and confirms that it has taken independent legal advice.

15 INDEMNITY AND INSURANCE

- 15.1 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 as may arise 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.

- 15.2 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:

15.2.1 any claim made against the Purchaser by a third party arising out of, or in connection with, the supply of the Goods, 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

15.2.2 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 Goods.

16 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 16.1 Subject to Conditions 16.2, 16.4, 16.5 and 16.6 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.

- 16.2 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.

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

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

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

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

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

16.3.5 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 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.

- 16.4 The Purchaser may disclose the Confidential Information of the Supplier:

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

- 16.4.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 16.4.3 to the extent that the Purchaser (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 16.4.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Condition 16.4.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- 16.4.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 16.4.6 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 16.

- 16.5 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.
- 16.6 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, to the general public.
- 16.7 The Supplier shall not refer to the Purchaser or the Order in any advertisement without the Purchaser's prior written agreement.

17 DATA PROTECTION

- 17.1 Each party warrants, represents and undertakes to the other party that it shall comply with its respective obligations under the Data Protection Act 1998.
- 17.2 To the extent that the supply of Goods involves the processing of any personal data in respect of which the Purchaser is the data controller, the Supplier shall:
- 17.2.1 process such personal data only in accordance with the Purchaser's written instructions and only as required to perform its obligations under this Contract;
- 17.2.2 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
- 17.2.3 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 clause.
- 17.3 In this Condition 17 "personal data", "data controller" and "data processor" has the meaning given in the Data Protection Act 1998.

18 TERMINATION

- 18.1 The Contract shall commence on the Commencement Date and shall continue until all Goods have been delivered by the Supplier and paid for by the Purchaser or until terminated by either party in accordance with the remainder of this Condition 18.
- 18.2 The Purchaser may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall

discontinue all work on the Contract. The Purchaser shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

- 18.3 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:

18.3.1 commits a material breach or persistently breaches 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;

18.3.2 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.

- 18.4 Each party shall immediately give notice in writing to the other party of any event within Condition 18.3.2 which occurs during the duration of the Contract and which would entitle the other party to terminate this Contract.

- 18.5 Termination of the Contract, however arising, shall not affect any 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.

19 DISPUTE RESOLUTION

- 19.1 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.
- 19.2 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 19.1 meet in good faith with a view to resolving the Dispute.
- 19.3 If the parties are unable to resolve a Dispute within thirty (30) Business Days of it first arising, the provisions of Condition 20.19 shall apply.
- 19.4 For the avoidance of doubt, all negotiations will be undertaken without prejudice to the rights of the parties in future proceedings.

20 GENERAL

- 20.1 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.
- 20.2 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.
- 20.3 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.

- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 The Supplier shall, and shall procure that its Personnel shall, comply with any applicable anti-discrimination legislation.
- 20.8 The Supplier shall, and shall procure that its Personnel abide by the provisions of the Official Secrets Acts 1911 to 1989.
- 20.9 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 applicable 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.
- 20.10 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).
- 20.11 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>.
- 20.12 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.
- 20.13 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.
- 20.14 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.
- 20.15 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.
- 20.16 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.
- 20.17 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.

- 20.18 The headings to Conditions shall not affect their interpretation.
- 20.19 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.