

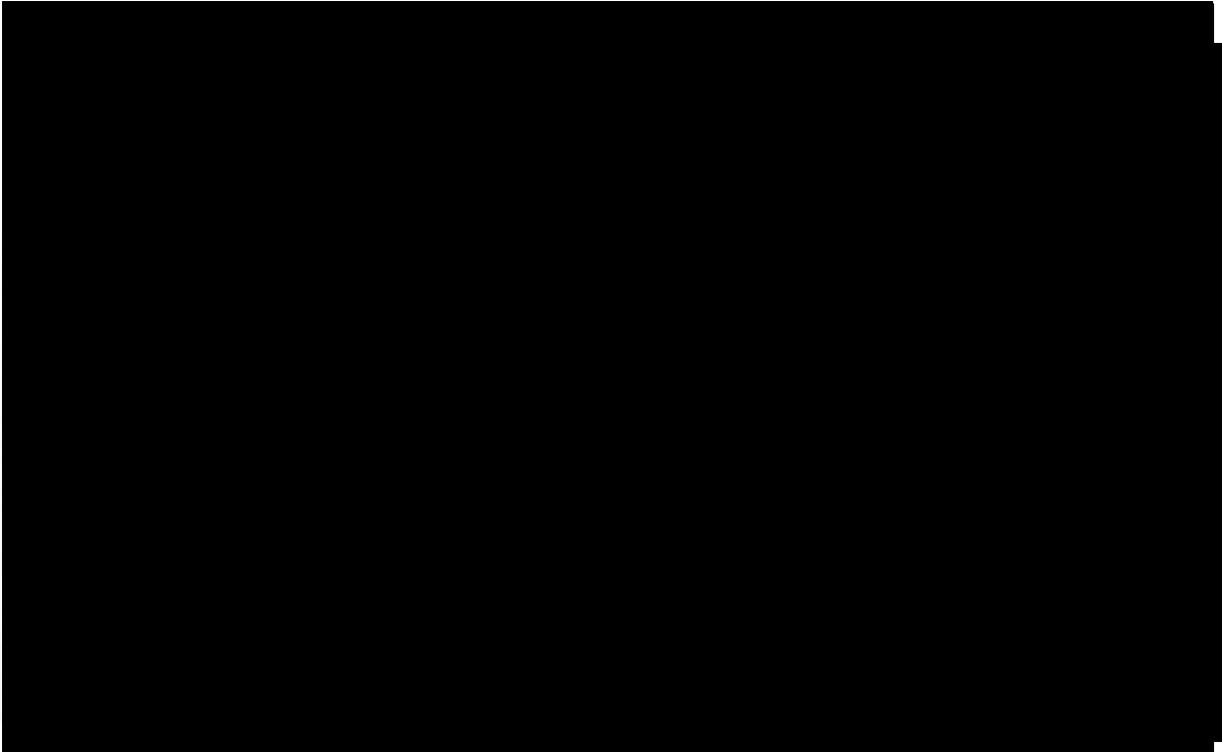
appropriate) has been agreed by the Parties in writing. If the Parties cannot agree upon whether or not a Authority Event has arisen and/or the extent or consequences of a Authority Event or the extent of any relief due to the Service Provider under Clause 50.4 the matters in dispute will be referred to the Dispute Resolution Procedure.

50.12 The Service Provider's sole remedies in respect of any Authority Event will be as set out in this Clause 50. The Service Provider will have no right to terminate this Contract pursuant to Clause 34 (Breach and Termination of Contract) (or otherwise) in respect of any Authority Event.

## **51 GOVERNING LAW**

51.1 The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 33, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

**THE CONTRACT** has been signed for and on behalf of the Parties the day and year written above.



## 1 SCHEDULE 1 - KEY CONTRACT INFORMATION

1) **Call-Off Contract Reference Number:** TFL91640-Batch 6

2) **Commencement:**

a) **Contract Commencement Date:** December 2017

b) **Service Commencement Date:** 17<sup>th</sup> December 2017

3) **Initial Term:** 2 years

4) **Payment (see Clauses 11.1, 11.2 and 11.4):**

### Clause 11.1

Where no alternative is listed, the invoice period shall be every Period in arrears during the Term.

### Clause 11.2

Where the Service Provider wishes to invoice electronically, the Service Provider shall use the format detailed in the EP2P Vendor Handbook, to be provided by the Authority electronically.

### Clause 11.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

5) **Address where invoices shall be sent:**

Transport for London  
Accounts Payable  
PO Box 45276  
14 Pier Walk  
SE10 1AJ

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

Email address: [etrading@tfl.gov.uk](mailto:etrading@tfl.gov.uk)

6) **Details of the Authority's Contract Manager**

**Name:**

**Address:**

use

**Tel:**