

This document will form part of the final contract agreement.

Dated 2018

(1) **THE ACC LIVERPOOL GROUP LIMITED**

(2)

**SECTION I
FORM OF AGREEMENT**

MERCHANDISING SERVICES

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FORM OF AGREEMENT

Made the _____ day of _____ 2018

BETWEEN:

the Employer

The ACC Liverpool Group Limited

(Company No: 05204033)

Registered office or address

Kings Dock Liverpool Waterfront Liverpool L3
4FP

whose Representative(s) shall be

The Employer's Strategic Representative or such other person as the Employer may appoint or instruct and who shall be authorised to act on behalf of the Employer with respect to the Employer's strategic obligations and responsibilities under this Contract, specifically Section II – General Terms and Conditions of Contract, Clauses 6, 12, 27, 33 and 36 and as detailed in Section III - Contract Service Requirements, 5.3 Contractor's staff and

The Employer's Operational Representative or such other person as the Employer may appoint or instruct and who shall be authorised to act on behalf of the Employer with respect to the Employer's operational obligations and responsibilities under this Contract.

AND

the Contractor

TO BE ADDED

(Company No:)

Registered office or address

TO BE ADDED

whose Representative(s) shall be

The Contractor's Strategic Representative or such other person as the Contractor may

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appoint or instruct and who shall be authorised to act on behalf of the Contractor with respect to the Contractor's strategic obligations and responsibilities under this Contract., specifically Section II – General Terms and Conditions of Contract, Clauses 6, 12, 27, 33 and 36 and as detailed in Section III - Contract Service Requirements, 5.3 Contractor's staff and

The Contractor's Operational Representative or such other person as the Contractor may appoint or instruct and who shall be authorised to act on behalf of the Contractor with respect to the Contractor's operational obligations and responsibilities under this Contract.

And it is hereby agreed as follows:

1. **The Contract** shall mean the following Sections, which shall be read as one document:

- a. Section I Form of Agreement;
- b. Section II General Terms and Conditions of Contract;
- c. Section III Contract Service Requirements

In the case of ambiguity or contradiction between any of the Sections then precedence shall be in the order listed above except that Section III shall always take precedence.

Law means:

- (a) any Act of Parliament or the Welsh Assembly, any statutory instrument or other subordinate legislation of either parliament or any exercise of the Royal Prerogative;

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(b) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

(c) any applicable guidance direction or determination with which the Customer and/or the Service Provider (as the case may be) is bound to comply, to the extent that the same are published and publicly available; and

(d) any applicable judgement of a relevant court of law which creates binding precedent on England and Wales,

in each case, in force in England and Wales.

Purchase Order shall be as defined in Section II – General Terms and Conditions of Contract;

Services shall mean all work to be performed including all Services to be rendered by the Contractor in accordance with the Contract and as detailed in the individual Purchase Order.

2. The Contractor shall complete the Services in accordance with the terms and conditions of the Contract and the Purchase Order and the Employer shall pay the Contract Price, which shall be calculated in accordance with Section III – Contract Service Requirements, 12. Pricing Schedule. Section II - General Terms and Conditions of Contract apply to all Purchase Orders from 1 January 2018 and shall continue until 31 December 2019, unless terminated earlier in accordance with the terms of the Contract. For the avoidance of doubt any Purchase Orders that continue beyond 31 December 2019 shall be governed by Section II - General Terms and Conditions of Contract until the Services are complete unless otherwise notified by the Employer.
3. The Contract duration shall be two years from the Contract Start Date with the Employer having the option to extend the term in accordance with Clause 4 of Section II – General Terms and Conditions of Contract.
4. The Contractor's fees shall be payable in accordance with Clauses 21 and 22 of Section II - General Terms and Conditions of Contract.
5. Notwithstanding the above, each and every Purchase Order shall form its own contract for the purpose of the Services to be carried out pursuant to each individual Purchase Order and any default by the Employer in relation to any such separate contract shall not entitle the Contractor to terminate and/or rescind the Contract as a

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whole. Nothing contained herein places any obligation on the Employer to issue any Purchase Orders to the Contractor.

6. Unless otherwise stated in the Contract, the Contract constitutes the entire understanding between the parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Contract. No party has relied on any warranty or representation except as expressly set out in the Contract.
7. No variation of the Contract shall be valid and effective unless it is in writing and signed by each of the parties or by a duly authorised representative on behalf of each party.
8. The failure by a party to exercise or the delay by a party in exercising any right, power or remedy provided by the Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. Any waiver by one party of the obligations of another party under the Contract shall be in writing, signed by the party giving the waiver and shall not affect obligations of any party not specified in such waiver. No single or partial exercise of a right, power or remedy provided by the Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.
9. If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
10. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
11. Except where the Contract provides otherwise, the rights and remedies contained in the Contract are cumulative and not exclusive of any rights or remedies provided by Law.
12. Each party shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, (at the cost of that party) do, execute and perform all such further deeds, documents, assurances, acts and things reasonably within its power and as the other party may reasonably require by notice to that party to carry the provisions of the Contract into full force and effect.

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13. The Contracts (Rights of Third Parties) Act 1999 ('the Act') shall not apply to the Contract such that none of the provisions of the Contract are intended to or will operate to confer any benefit pursuant to the Act on any party who is not a party to the Contract.
14. The Contract and the relationship of the parties arising out of the Contract is to be governed, construed and enforced in accordance with the law of England and Wales. Both parties to the Contract submit to the exclusive jurisdiction of the English courts.
15. The Contract may be executed in any number of counterparts each of which, when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF the parties have executed this Contract:

Signed by of on behalf of the Employer

.....
(Signature)

.....
(name in Capitals)

Signed as Director, duly authorised so to do

in the presence of:

.....
(Signature of Witness)

.....
(Name of Witness in Capitals)

Signed by the Contractor

.....
(Signature)

.....
(name in Capitals)

in the presence of:

.....
(Signature of Witness)

.....
(Name of Witness in Capitals)