

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

The following terms and conditions ("Terms") are the terms on which the following Companies or Partnerships agree to purchase Goods and/or Services (defined below) and supersede all other terms and conditions relating to the subject matter of these Terms:-

Ashtenne Industrial Fund Limited Partnership,, a limited liability partnership incorporated under the laws of England and Wales with number LP007663 and whose registered office is at 1 Poultry, London EC2R 8EJ
Apia Regional Office Fund Limited Partnership, a limited liability partnership incorporated under the laws of England and Wales with number LP010469 and whose registered office is at 1 Poultry, London EC2R 8EJ
Agora Shopping Centres Limited, a private limited company incorporated under the laws of England and Wales with number 04582001 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Agora Max Limited a private limited, company incorporated under the laws of England and Wales with number 05567489 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Apia Asset Management Limited, a private limited company incorporated under the laws of England and Wales with number 04390024 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Ashtenne Asset Management Limited, a private limited company incorporated under the laws of England and Wales with number 02767819 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Birkby Limited a private limited,, company incorporated under the laws of England and Wales with number 00544516 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Greater London Offices Limited, a private limited company incorporated under the laws of England and Wales with number 05927327 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
James Smith & Sons (Horsham) Limited, a private limited company incorporated under the laws of England and Wales with number 02210656 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
JSE Developments Limited, a private limited company incorporated under the laws of England and Wales with number 04163466 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Lancaster Holdings Limited, a private limited company incorporated under the laws of England and Wales with number 00636807 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Lancaster Investments Limited, a private limited company incorporated under the laws of England and Wales with number 02335609 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Apia Asset Management Limited, a private limited company incorporated under the laws of England and Wales with number 04390024 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Active Management No 2 Limited, a private limited company incorporated under the laws of England and Wales with number 04449941 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Active Management No 4 Limited, a private limited company incorporated under the laws of England and Wales with number 05406337 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate (AM.PM) Limited, a private limited company incorporated under the laws of England and Wales with number 06815559 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate Development (Folkestone) Limited, a private limited company incorporated under the laws of England and Wales with number 05286776 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate Holdings PLC,, a public limited company incorporated under the laws of England and Wales with number 00870816 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate Investments Limited,, a private limited company incorporated under the laws of England and Wales with number 06027592 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate Management Limited, a private limited company incorporated under the laws of England and Wales with number 03595380 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate Property Limited,, a private limited company incorporated under the laws of England and Wales with number 06027584 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE
Warner Estate, Limited,, a private limited company incorporated under the laws of England and Wales with number 04006417 and whose registered office is at Nations House, 103 Wigmore Street,, London W1U 1AE

hereinafter each defined as "The Buyer"

These Terms shall be deemed accepted by the Supplier (defined below) when The Buyer sends an Order (defined below) for Goods and/or Services to the Supplier and each Order shall be governed by these Terms.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and phrases used in these Terms shall have the following meanings, except where the context clearly requires otherwise:
- "**Agreement**" means the Terms together with the Orders executed hereunder and any Specifications attached to an Order;
 - "**Business Day**" means a day other than a Saturday or a Sunday or a Bank Holiday in England;
 - "**Change**" means a change or addition to the Goods and/or Services or any other change to this Agreement;
 - "**Change Control Procedure**" means the procedure as prescribed in clause 6;
 - "**Confidential Information**" means any information relating to one Party (the "**Disclosing Party**") and/or the business carried on or proposed or intended to be carried on by the Disclosing Party and which is made available in connection with this Agreement to the other Party (the "**Receiving Party**") (or its authorised agents) by the Disclosing Party (or its authorised agents) and any other information which is otherwise made available by the Disclosing Party (or its authorised agents) to the Receiving Party (or its authorised agents), whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - (a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its authorised agents contrary to the terms of this Agreement); or
 - (b) was lawfully in the possession of the Receiving Party or its authorised agents free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - (c) following such disclosure, becomes available to the Receiving Party or its authorised agents from a source other than the Disclosing Party (or its authorised agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
 - "**Fees**" means the fees and charges levied by the Supplier for the supply of the Goods and/or Services to The Buyer as set out in the relevant Order;
 - "**Force Majeure Event**" means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act outside the reasonable control of the affected Party, including, an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute;
 - "**Goods**" means any goods to be purchased by The Buyer from the Supplier as described in the relevant Order;
 - "**Intellectual Property Rights**" means all rights in copyright, patents, know-how, Confidential Information, database rights, internet domain names, web site addresses, rights in trade marks and designs (whether registered or unregistered), applications for registration of any of the foregoing and the right to apply for registration, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
 - "**National Britannia Database**" means [the SAFEcontractor database accreditation scheme as provided by the National Britannia Group Limited];
 - "**Order**" means a duly executed purchase order issued by The Buyer following receipt by it of a Quotation from the Supplier setting out the Goods and/or Services to be supplied by the Supplier to The Buyer and the Fees relevant to such Goods and/or Services;
 - "**Parties**" means The Buyer and the Supplier collectively and "**Party**" shall mean any one of them as determined by the context;
 - "**Quotation**" means a written document produced by the Supplier upon receipt of a RFQ from The Buyer and which contains the estimated Fees and other costs relevant to the Goods and/or Services described in the RFQ;
 - "**RFQ**" means a Request for Quotation, being a written request sent by The Buyer to the Supplier when requesting the Supplier to provide a Quotation for the supply of Goods and/or Services; and
 - "**Services**" means the services and activities to be performed by the Supplier as described in the relevant Order;
 - "**Site**" means the premises to which The Buyer requires the Goods to be delivered and/or at which the Services should be provided and The Buyer will specify such premises in the relevant Order;
 - "**Specification**" means the details and particulars relating to the Goods and/or Services given by The Buyer in the RFQ and accepted by the Supplier when providing the Quotation and which will be attached to the relevant Order;
 - "**Supplier**" means the person, firm or entity which supplies the Goods and/or Services to The Buyer and to whom the Order is addressed;
 - "**Third Party**" means any person or entity other than the Parties to this Agreement; and
 - "**VAT**" means value added tax charged under or pursuant to the Value Added Tax Act 1994.
- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction or interpretation.
- 1.3 Words importing the singular include the plural and vice versa.
- 1.4 Words importing a gender shall include all genders.
- 1.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.6 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.

- 1.7 In the event of any conflict or ambiguity, the order of precedence for Change Control Notices, the Orders issued under this Agreement and the main body of this Agreement shall be as follows:
- 1.7.1 any Change Control Notices agreed in respect of the specific Goods and/or Services related to the issue at hand;
- 1.7.2 the Order in respect of the specific Goods and/or Services related to the issue at hand;
- 1.7.3 the main body of this Agreement.
- 2. PLACEMENT OF ORDERS**
- 2.1 Should The Buyer wish to engage the Supplier in the supply of Goods and/or Services, The Buyer shall send a RFQ to the Supplier. Following receipt of the RFQ from The Buyer, the Supplier shall provide The Buyer with a Quotation which shall remain valid for thirty (30) days from date of issue. Each Quotation shall be deemed to be an offer by the Supplier to supply Goods and/or Services subject to these Terms.
- 2.2 On receipt of the Quotation from the Supplier, The Buyer will evaluate the Quotation and should The Buyer wish to proceed, The Buyer will send an Order to the Supplier. A Quotation shall not be deemed to be accepted until The Buyer has sent an Order to the Supplier.
- 2.3 Each Quotation accepted by The Buyer by sending an Order to the Supplier shall be deemed to be an individual legally binding contract between the Parties on the terms set out in these Terms.
- 3. SUPPLY OF GOODS AND/OR SERVICES**
- 3.1 In consideration of the payment by The Buyer of the Fees, the Supplier will perform its obligations to The Buyer in accordance with the terms of this Agreement. Time for supply of the Goods and/or Services shall be of the essence.
- 3.2 In order to enable the Supplier to provide the Goods and/or Services, The Buyer agrees to cooperate with the Supplier and to provide to the Supplier such information and documentation as the Supplier may reasonably require for purposes of supplying the Goods and/or Services in a timely manner.
- 3.3 The Buyer shall provide the Supplier with reasonable access to its premises to enable the Supplier to supply the Goods and/or Services at the premises where the Goods and/or Services are to be supplied.
- 3.4 The Supplier warrants that:
- 3.4.1 the Goods shall be of good quality, design, material and workmanship and shall conform in all respects with the Order and any Specification advised by The Buyer to the Supplier;
- 3.4.2 the Goods shall be fit for the purpose for which they are supplied under the Agreement and shall comply with all applicable laws;
- 3.4.3 the Goods are free of any liens, charges, interests or any other encumbrances;
- 3.4.4 the Services shall be performed by suitably qualified and competent personnel in accordance with good industry practice and all applicable laws;
- 3.4.5 it shall comply with all health and safety rules and regulations and any other security requirements that apply at The Buyer's premises and shall ensure that any sub-contractors comply with the same in full;
- 3.4.6 it shall comply with all instructions or directions issued by The Buyer in relation to the supply of the Goods and/or Services;
- 3.4.7 it shall obtain and at all times maintain all necessary licences and consents in relation to the supply of the Goods and/or Services; and
- 3.4.8 it is listed on the National Britannia Database (where relevant) or any alternative register or database as specified by The Buyer.
- 3.5 The Buyer's rights under the Agreement are in addition to the statutory terms implied in favour of The Buyer by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and any laws or regulations replacing or updating the same.
- 3.6 The Supplier shall retain its records relating to the supply of Goods and/or Services hereunder for six (6) years following such supply and, during that period, The Buyer shall have the right to inspect and take copies of the same.
- 3.7 After the delivery of Goods and/or the provision of Services, the Supplier shall reinstate the Site to the condition prevailing on the date on which such Goods were delivered and/or provision of Services commenced, subject to any changes to the Site undertaken by the Supplier acting on The Buyer's instruction.
- 4. DELIVERY OF GOODS**
- 4.1 The Supplier shall deliver the Goods carriage paid and shall offload the Goods at its own risk to the Site as directed by The Buyer.
- 4.2 The Supplier shall ensure that each delivery is accompanied by a delivery note which details, inter alia, the Order number, date of Order, the name of the relevant The Buyer contact person, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.3 If the Supplier requires The Buyer to return any packaging material to the Supplier, that fact must be clearly stated on any delivery note delivered to The Buyer and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.4 Where The Buyer agrees in writing to accept delivery of the Goods by instalments, the Agreement shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle The Buyer at its option to treat the whole Agreement as repudiated.
- 4.5 If the Goods are delivered to The Buyer in excess of the quantities ordered, The Buyer shall not be bound to pay for the excess Goods and any excess Goods shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 5. FEES AND PAYMENT TERMS**
- 5.1 In consideration of the Supplier supplying the Goods and/or Services to The Buyer, The Buyer shall pay the Fees to the Supplier.
- 5.2 Unless otherwise agreed by The Buyer in writing, the Fees for the Goods and/or Services are those given in the Order and shall be exclusive of VAT but inclusive of all other charges and expenses, including but not limited to packaging, loading, unloading, insurance, freight or carriage charges. The Buyer shall not be liable to make any additional payments to the Supplier unless the same have been agreed in writing by the relevant The Buyer contact person in advance of being incurred.
- 5.3 Payment of the Fees shall be made by the Client to the Supplier in pounds sterling (GBP).
- 5.4 In respect of Goods, the Supplier shall invoice The Buyer upon, but separately from, despatch of any Goods supplied to The Buyer. In respect of Services, the Supplier shall invoice The Buyer following completion of the supply of the Services. The Supplier shall provide receipts for any approved claims for third party expenses at the same time as submitting the relevant invoice for the same.
- 5.5 The Fees quoted in a Quotation shall include any charges for the installation and commissioning of such Goods.
- 5.6 Provided that the Goods and/or Services are supplied in accordance with the Agreement, The Buyer shall pay each invoice properly due, issued and submitted to it by the Supplier within forty five (45) days of receipt. Time for payment shall not be of the essence.
- 5.7 If Services are being provided on a time and materials basis, the Supplier shall maintain complete and accurate records of the time spent and materials used in supplying the Services in such form as The Buyer shall approve in advance. The Supplier shall allow The Buyer to inspect and photocopy such records at all reasonable times on request.
- 5.8 If The Buyer fails to pay the Supplier any sum due pursuant to these Terms, The Buyer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of three per cent (3%) above the base lending rate from time to time of Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgment.
- 6. CHANGE CONTROL**
- 6.1 Where either Party wishes to propose a Change then it will notify the other Party of that fact by sending a notice to the relevant contact person of the other Party specifying, in as much detail as is reasonably practicable, the nature of the Change, the impact that the Change will have on the Fee and the supply of the Goods and/or Services and a proposed timetable for the implementation of such Change ("**Change Control Notice**").
- 6.2 The Party receiving the Change Control Notice will review the Change Control Notice, and, where appropriate, the Parties may agree amendments to the Change Control Notice. As soon as reasonably practicable (but in any event no later than ten (10) Business Days after its receipt by a Party), the relevant Party will, by notice in writing to the other, either accept (by signing the Change Control Notice) or reject the proposed Change Control Notice (as amended by mutual agreement, if relevant).
- 6.3 If a Party rejects the Change, the Parties will discuss such Party's reasons for rejecting the Change and endeavour to agree in good faith an acceptable amendment to the Change Control Notice.
- 7. RISK AND TITLE**
- The Goods shall remain at the risk of the Supplier until delivery to The Buyer is complete (including off-loading and stacking) when ownership of the Goods shall pass to The Buyer.
- 8. GENERAL WARRANTIES**
- 8.1 Each Party warrants and represents that, as at the date of this Agreement:
- 8.1.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;
- 8.1.2 this Agreement is executed by a duly authorised representative of that Party; and
- 8.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement.
- 8.2 Except as contained in these Terms, all other warranties, express or implied, statutory or otherwise are hereby expressly excluded.
- 9. INDEMNITY AND INSURANCE**
- 9.1 The Supplier shall keep The Buyer indemnified in full against all actions, proceedings, losses, costs, expenses (including but not limited to legal expenses), damages, liabilities and claims (including but not limited to any amounts paid in the settlement thereof pursuant to legal advice) which may at any time (whether before or after the termination of the Agreement) be brought against or occasioned to The Buyer directly or indirectly arising out of or connected with or resulting in any way from:
- 9.1.1 a breach by the Supplier of any of the terms of this Agreement;
- 9.1.2 an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or Services; or
- 9.1.3 any claim made against The Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by The Buyer's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Agreement by the Supplier.
- 9.2 The Supplier shall maintain in force with a reputable insurance company professional indemnity insurance, public liability insurance and (if supplying Goods) product liability insurance at a level sufficient to cover its liabilities hereunder and shall, on The Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 10. CONFIDENTIALITY**
- Both Parties shall procure that all Confidential Information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in accordance with this Agreement or which may at any time until termination of this Agreement come into either Party's knowledge, possession or control shall not be used for any purpose other than the performance of this Agreement and shall not be disclosed to any Third Party except in so far as this may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other Party.

- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 All Intellectual Property Rights belonging to a Party prior to the date of this Agreement will remain vested in that Party.
- 11.2 All Intellectual Property Rights in and to The Buyer's trade marks and brands shall not be used by the Supplier for any purpose without The Buyer's prior written consent and then only in the manner prescribed by The Buyer. The Buyer hereby consents to the use by the Supplier of The Buyer's trade marks and brands solely in connection with and to the extent required for the supply of the Goods and/or Services.
- 11.3 All Intellectual Property Rights created by the Supplier for The Buyer under this Agreement shall be owned by The Buyer and the Supplier hereby assigns such Intellectual Property Rights to The Buyer with effect from the date of their inception.
- 11.4 Subject to clause 10, nothing in this Agreement shall prevent the Supplier from developing for itself, materials and deliverables which compete with those produced as a result of the supply of the Goods and/or Services and the Supplier will be free to use its general knowledge, skill and experience and any underlying ideas, concepts, know-how, methodologies and techniques acquired as a result of this Agreement or the supply of the Goods and/or Services.
- 12. TERMINATION AND CONSEQUENCES OF TERMINATION**
- 12.1 Each Party will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other Party, if the other Party becomes insolvent, is unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or an order is made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.
- 12.2 Each Party will have the right, without prejudice to its other rights or remedies, to terminate this Agreement with immediate effect from the date of service on the other Party of a written notice if the other Party is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, the Party in breach has failed to remedy such breach within thirty (30) Business Days of notice to do so.
- 12.3 The Buyer shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement with immediate effect upon selling a building or site in respect of which the Supplier is providing the Services.
- 12.4 The Buyer shall pay to the Supplier any outstanding invoices provided to it by the Supplier under this Agreement up to the termination date.
- 12.5 The termination of this Agreement shall be without prejudice to any rights which accrued to either of the Parties prior to such termination.
- 12.6 On termination of the Agreement for any reason, the Supplier shall immediately deliver to The Buyer all copies of information, data, plans etc provided by The Buyer to the Supplier for the purposes of the Agreement.
- 13. REMEDIES**
- 13.1 Without prejudice to any other right or remedy which The Buyer may have if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement, The Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by The Buyer:
- 13.1.1 to rescind the Order;
- 13.1.2 to rescind the Agreement;
- 13.1.3 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- 13.1.4 to refuse to accept the provision of any further Services by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by The Buyer to the Supplier under the Agreement;
- 13.1.5 to refuse to accept any further deliveries of the Goods or any subsequent performance of the Services which the Supplier attempts to make;
- 13.1.6 to carry out, at the Supplier's expense, any work necessary to make the Goods and/or Services comply with the Agreement; and
- 13.1.7 at The Buyer's option, to give the Supplier the opportunity, at the Supplier's expense, either to remedy any defect in the Goods and/or Services, to supply replacement Goods or to carry out such additional work relating to the Services as is necessary to correct the Supplier's failure.
- 13.2 The Supplier agrees that it shall not be entitled to suspend the supply of Goods and/or Services in the event of a dispute between the Parties.
- 14. FORCE MAJEURE**
- Neither Party will be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event.
- 15. NON-SOLICITATION**
- The Supplier shall not without The Buyer's prior written consent, either during, or within 12 (twelve) months after termination or expiration of this Agreement, solicit for employment, whether directly or indirectly, any employee of The Buyer.
- 16. RELATIONSHIP BETWEEN THE PARTIES**
- Nothing in this Agreement will be deemed to constitute a partnership between the Parties and nothing in this Agreement will constitute either Party as the agent of the other Party.
- 17. WAIVER**
- A waiver (whether express or implied) by one of the Parties of any of the provisions of this Agreement or of any breach of or default by any other Party in performing any of those provisions, will not constitute a continuing waiver and that waiver will not prevent the waiving Party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by any other Party under any of the provisions of this Agreement.
- 18. SEVERABILITY**
- The provisions contained in each clause and sub-clause of this Agreement is enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.
- 19. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 20. ASSIGNMENT AND SUBCONTRACTING**
- 20.1 The Buyer may, at any time, give, bargain, sell, assign, sub-let or otherwise dispose of its rights and obligations under this Agreement.
- 20.2 Except as expressly set out in this Agreement, the Supplier shall not be entitled to give, bargain, sell, assign, sub-let or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of The Buyer, such consent not to be unreasonably withheld or delayed.
- 20.3 The Buyer consents to the Supplier subcontracting any of its obligations to a Third Party on condition that:
- 20.3.1 the prior written consent of the relevant The Buyer contact person has been obtained; and
- 20.3.2 the sub-contractor is listed on the National Britannia Database (where relevant) (or any alternative register as specified by and agreed in advance with The Buyer) and such sub-contractor continues to remain listed on such register for the duration of the supply of the Goods and/or Services to The Buyer.
- 21. SUCCESSORS AND ASSIGNS**
- Except as otherwise expressly provided in this Agreement, this Agreement is binding on the Parties' successors and permitted assignees. Each Party's successors and permitted assignees will be fully bound by this Agreement.
- 22. COUNTERPARTS**
- This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same Agreement, and any Party may enter into this Agreement by executing a counterpart.
- 23. NOTICE**
- Notice given by one Party under the Agreement shall be in writing, sent for the attention of the relevant contact person of the other Party and to the address or fax number specified on the Order (or such other address, fax number or person as the relevant Party may notify to the other Party) and shall be delivered personally, sent by fax or sent by pre-paid, first class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery; in the case of fax, at the time of transmission; in the case of pre-paid first class post or recorded delivery, forty eight (48) hours from the date of posting; and, if deemed receipt under this clause 23 is not within business hours (meaning 9.00am to 5.30pm on a Business Day) at 9.00am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 24. VARIATION**
- Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the Parties. For the avoidance of doubt, this variation procedure is separate to, and shall be dealt with separately from, the Change Control Procedure.
- 25. WHOLE AGREEMENT**
- 25.1 This Agreement and the documents referred to in it contain the whole agreement between the Parties relating to the subject matter contemplated by this Agreement and supersede all previous agreements between the Parties relating to that subject matter.
- 25.2 Each of the Parties acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the signature of this Agreement. Each of the Parties waives all rights and remedies which, but for this clause 25.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this clause will limit or exclude any liability for fraud.
- 26. GOVERNING LAW AND JURISDICTION**
- This Agreement is governed by and will be construed in accordance with English law. Each Party irrevocably submits to the exclusive jurisdiction of the English Courts for all purposes relating to this Agreement.