



Standard Terms of Purchase – Goods and/or Services

The **Authority** means the Police, Fire and Crime Commissioner Staffordshire whose principal office is at Block 9, Staffordshire Police HQ, Weston Road, Staffordshire ST18 0YY.

The **Supplier** means the person, firm or entity with whom the Authority enters into the Agreement as set out in a Purchase Order

1 Agreement and order process

- 1.1 Unless contrary terms have been expressly agreed these standard terms of purchase (the **Terms of Purchase**) shall apply to the provision by the Supplier to the Authority of the goods and/or services specified in the Purchase Order (**Goods** and **Services** respectively) in consideration of the payment by the Authority to the Supplier of the fees specified in the Purchase Order (the **Fees**).
- 1.2 The Purchase Order and any other express conditions contained in the Purchase Order comprise the agreement between the Parties (the **Agreement**). In the event of any inconsistency between these Terms of Purchase and any such express conditions then such express conditions shall prevail.
- 1.3 Each Purchase Order for Goods and/or Services by the Authority shall be deemed to be an offer by the Authority to purchase the Goods and/or Services subject to these Terms of Purchase and such offer shall be considered accepted when the Supplier either expressly gives notice of acceptance or fulfils the Purchase Order in accordance with these Terms of Purchase. .
- 1.4 No conduct by the Authority shall be deemed to constitute acceptance of any terms put forward by the Supplier. The Authority does not accept, and hereby rejects, any terms offered or quoted by the Supplier, either before or after the issue of the Purchase Order by the Authority. For the avoidance of doubt, these Terms of Purchase apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether expressly or impliedly) and, no terms of conditions endorsed upon, delivered with or contained in the Supplier quotation, acknowledgement or acceptance of order, specification or any other document shall form part of the Agreement and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 1.5 The Authority shall not be responsible for any Goods delivered or any Services provided other than in response to a Purchase Order (subject to these Terms of Purchase).
- 1.6 These Terms of Purchase may only be amended by express agreement in writing signed by an authorised representative of each of the parties.

2 Supply of Goods

- 2.1 The Supplier warrants that:
 - 2.1.1 any specifications given by the Supplier concerning the Goods (including, but without limitation any figures relating to performance) are stated as correctly as possible having regard to the information provided to the Supplier by the manufacturer and any photographs, descriptions, illustrations or advertising matter are based on information obtained from the manufacturer of those Goods;
 - 2.1.2 the Goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and reasonably fit for the purpose(s) referred to in the Purchase Order or reasonably apparent from the circumstances of the Purchase Order;

- 2.1.3 where the Goods are manufactured products, they be free from defects in design, material and workmanship; and
- 2.1.4 the Goods comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.2 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 Agreement.
- 2.3 The Authority has the right to inspect and test the Goods and the Authority shall not be deemed to have accepted any Goods until it has had five (5) working days to inspect them following delivery.
- 2.4 If following such inspection or testing the Authority considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings in this clause 2, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.5 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 Agreement, and the Authority shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 2.6 The Supplier shall deliver the Goods at the location(s) specified in the Purchase Order and on the date or within the period stated in the Purchase Order and time shall be of the essence for all deliveries. Any delivery note which accompanies the Goods shall quote the Purchase Order number.
- 2.7 Delivery of the Goods ordered shall be complete on the completion of unloading of the same at the location(s) specified in the Purchase Order and the Authority signing to confirm receipt of the Goods. Any signature for receipt of the Goods shall not constitute acceptance of such Goods.
- 2.8 Where the date of delivery of the Goods is to be specified after the placing of the Purchase Order, the Supplier shall give the Authority reasonable notice of the specified date.
- 2.9 If the Supplier does not deliver the Goods within the time for delivery, the Authority shall be entitled to cancel all or part of the Purchase Order and return to the Supplier at the Supplier's risk and expense any Goods already delivered and to recover from the Supplier any money paid by Authority in respect of such Goods and any additional expenditure reasonably incurred by the Authority in obtaining other Goods in replacement of those in respect of which the Purchase Order was cancelled without prejudice to any other remedy of the Authority.
- 2.10 The Supplier shall deliver the Goods appropriately packaged and secured so as to reach the location(s) in undamaged condition. Hazardous goods shall be marked with the appropriate international danger symbols and the name of Goods in English.
- 2.11 The Authority shall be entitled to reject any Goods delivered which are not in accordance with the Purchase Order, and shall not be deemed to have accepted any Goods until the Authority has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 2.12 If the Authority rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Authority may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Authority will account to the Supplier for the proceeds of sale

(if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

- 2.13 The Supplier shall supply the Authority in good time with any instructions or other information required to enable the Authority to accept delivery of the Goods.
- 2.14 Risk of damage to or loss of the Goods shall remain with the Supplier until delivery of those Goods to the Authority in accordance with this Agreement.
- 2.15 Until delivery of the Goods in accordance with this Agreement, the Supplier shall insure the Goods for all reasonable risks. The expenses incurred by the Supplier in respect of this insurance shall be paid by the Supplier.
- 2.16 Notwithstanding time for delivery and the passing of risk in the Goods or any other provision of this Agreement, the title to the Goods shall pass to the Authority on the earlier of (1) delivery of the Goods or (2) payment by the Authority.
- 2.17 In performing its obligations under the Agreement, the Supplier shall comply with all applicable legislation from time to time in force, and the Supplier shall inform the Authority as soon as it becomes aware of any changes in that legislation. The Authority may immediately terminate the Agreement for any breach of this clause.
- 2.18 The Authority's rights under this Agreement are in addition to the statutory terms implied in favour of the Authority by the Supply of Goods and Services Act 1982 and any other statute.

3 Supply of Services

- 3.1 Where the Supplier is supplying Services under these Terms of Purchase, the Supplier warrants to the Authority that:
 - 3.1.1 the Supplier shall perform the Services with highest level of care and skill and in accordance with best practices and standards in the industry for similar services; and
 - 3.1.2 the Services shall conform with all descriptions and specifications provided to the Authority by the Supplier and/ or specified in the Purchase Order.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Authority and time shall be of the essence for the provision of the Services under the Agreement.
- 3.3 In providing the Services, the Supplier shall:
 - 3.3.1 co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority;
 - 3.3.2 only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
 - 3.3.3 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement;
 - 3.3.4 provide all equipment, tools, vehicles and other items required to provide the Services;
 - 3.3.5 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Authority's premises from time to time and are notified to the Supplier; and

- 3.3.6 not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

4 Remedies

- 4.1 If a Purchase Order is not fulfilled or the Supplier fails to perform the Services in accordance with the Agreement, then, without limiting any other right or remedy the Authority may have, the Authority may:

- 4.1.1 refuse to take any subsequent attempted delivery of the Purchase Order or accept any subsequent performance of the Services;
- 4.1.2 obtain substitute goods and/or services from another supplier and recover from the Supplier any reasonable costs and expenses incurred by the Authority in obtaining such substitute products and/or services; and
- 4.1.3 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Purchase Order and/or provide the Services on the dates specified in the Purchase Order,

provided that the Supplier shall have no liability for any failure or delay in delivering the Purchase Order to the extent that such failure or delay is caused by the Authority's failure to comply with its obligations under the Agreement.

- 4.2 The Authority's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

5 Fees

- 5.1 The fees for the Goods and/or Services shall be the Fees set out in the Purchase Order and the Supplier warrants that these are complete and accurate.
- 5.2 Any invoice provided by the Supplier shall quote the Purchase Order number unless otherwise agreed with the Authority.
- 5.3 The Fees are expressed exclusive of Value Added Tax (or other applicable sales tax) which shall be paid by Authority in addition to the Fees at the prevailing rate from time to time, where applicable.
- 5.4 Unless otherwise specified in the Purchase Order:
- 5.4.1 in respect of the Goods, the Supplier shall invoice the Authority for each Purchase Order within 14 days of the date of the delivery of the Goods;
- 5.4.2 in respect of the Services the Supplier shall invoice the Fees following the end of each calendar month in respect of the Services provided in that month and shall ensure that such invoice includes sufficient information for the Authority to verify the satisfactory and proper performance of the Services
- 5.5 The Authority shall pay the Fees to the Supplier on the dates specified in the Purchase Order and in the absence of any such dates, within 30 days of the date of invoice, to a bank account nominated in writing by the Supplier. If a party fails to make a payment due to the other under this Agreement by the due date for payment (the **due date**) then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 5.6 The Authority may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Supplier against any amounts payable by it to the Supplier.

6 Confidentiality

6.1 For the purposes of this Agreement, "Confidential Information" shall mean any identifiable methodology, know-how, experience, data, databases, flow charts, reports, tables or other material produced in relation to this Agreement and any other information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated verbally, in writing or in any other form and whether or not expressly stated to be confidential) relating to the Authority (including but not limited to) its operations, commercial interests, employees or officers. Confidential Information shall not include:

6.1.1 any information in the public domain at the time of the disclosure (other than that arising from a breach of this clause); or

6.1.2 any information required to be disclosed by law.

6.2 The Supplier shall at all times during the period of this Agreement and after termination:

6.2.1 keep all Confidential Information confidential and not to disclose any Confidential Information to any other person; and

6.2.2 not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement.

6.3 Any Confidential Information may be disclosed by the Supplier to:

6.3.1 any governmental or other authority or regulatory body; or

6.3.2 any employees, agents or sub-contractors of it

to such extent only as is necessary for the purposes contemplated by this Agreement or as is required by law and subject in each case to the Supplier ensuring that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure was made.

7 Variations to Purchase Order

7.1 The Authority may at any time prior to completion of the Services or delivery of the Goods request in writing the Supplier to modify or extend the Services or Goods specified in the Purchase Order and the Authority shall provide the Supplier with particulars of any requested modification or extension and such further information as the Supplier may reasonably require (**Variation Notice**).

7.2 As soon as reasonably practicable following receipt by the Supplier of the Variation Notice the Supplier shall inform the Authority whether such modification or extension is technically feasible and shall inform the Authority of any alterations to the Fees and any completion and delivery dates that it shall judge necessary to make as a result of such request.

7.3 The Authority may within 30 days of receipt of the proposed alteration to the Fees and any completion and delivery dates accept such alterations whereupon the Purchase Order shall be deemed to be amended to incorporate the modified or extended Goods and/ or Services requested in the Variation Notice and the altered Fees and completion and delivery dates put forward by the Supplier.

8 Security and vetting procedures

8.1 The Supplier shall comply with any instructions provided by the Authority relating to the Authority's security requirements, and, if required by the Authority, the Supplier shall submit its employees, agents or sub-contractors to any vetting procedures which may be notified to the Supplier by the Authority.

9 Insurance

- 9.1 The Supplier shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the Authority'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.

10 Termination

- 10.1 In the absence of any express provision to the contrary in the Purchase Order, the Authority shall be entitled to terminate this Agreement at any time by giving not less than 30 days' notice in writing to Supplier.
- 10.2 Without prejudice to any other remedy which it may have, the Authority may terminate this Agreement immediately by giving written notice to the Supplier in the event that:
- 10.2.1 the Supplier commits any breach of this Agreement and (if capable of remedy) fails to remedy such breach within 30 days after being given written notice to do so; or
 - 10.2.2 the Supplier makes any voluntary arrangement with its creditors, or (being an individual or firm) becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (other than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed, over any of its property or assets, or anything analogous to any of the foregoing occurs to Supplier under the law of any jurisdiction;
 - 10.2.3 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.2.4 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 10.3 Either party may terminate this Agreement with immediate effect by giving written notice to the other if the other party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.
- 10.4 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 10.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11 Limitation of Liability

- 11.1 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- 11.1.1 death or personal injury caused by negligence;
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 11.1.4 any other liability that cannot by law be excluded or limited.

- 11.2 Subject to clause 11.1 and clause 17.2, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for (i) any loss of goodwill; (ii) loss of business; (iii) loss of business opportunity; or (iv) any special, indirect or consequential damage or loss that rises under or in connection with this Agreement.
- 11.3 Subject to clause 11.1, the Authority's total liability arising under or in connection with this Agreement whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the amount unpaid on invoices for the Goods or Services to which such liability directly related, and, where claimed, any interest due on such amount pursuant to clause 5.5.

12 Indemnity

- 12.1 The Supplier shall indemnify and keep indemnified the Authority from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the Authority and arising out of or in connection with:
- 12.1.1 any breach of this Agreement by the Supplier;
 - 12.1.2 defective workmanship, quality or materials in or in relation to the Goods and/or Services;
 - 12.1.3 any claim made against the Authority in respect of any liability, loss, damage, injury, cost or expense sustained by the Authority'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 Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by the Supplier howsoever arising; and
 - 12.1.4 any claim, action or demand alleging that the use by the Authority of the Goods or receipt of the Services (as applicable) infringes the Intellectual Property Rights of any third party.
- 12.2 For the purposes of this clause, the term 'Intellectual Property Rights' means all patents, trade marks, service marks, designs, utility models, copyright, database rights, semiconductor topography rights, inventions, trade secrets and other confidential information, know-how, business names and all other intellectual property rights of a similar nature in any part of the world, whether registered, registerable or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights

13 Notices

- 13.1 Any notice or consent required or permitted under this Agreement shall be in writing and shall be sent to by first class post, hand delivery or email.
- 13.2 Unless otherwise notified in writing for the purpose of this clause the postal and email addresses of the parties are as referred to in the Purchase Order.
- 13.3 Any such notice consent or other document shall be deemed to have been duly received:
- 13.3.1 if despatched email - 24 hours from the time of the transmission; or
 - 13.3.2 if despatched by prepaid post - 48 hours from the time of posting to the relevant party (subject only to any delays caused by industrial action affecting the postal service); or

13.3.3 if despatched by hand delivery - at time of actual delivery,

provided in each case that if the deemed receipt time occurs either on a day that is not a working day or after 5.00pm on a working day, then the notice shall not in fact be deemed to have been received until 10.00am on the next following working day (such times being local time at the address of the recipient).

13.4 The provisions of this clause 13 shall not apply to the service of any proceedings or other documents in any legal action.

14 Freedom of Information and Transparency

14.1 For the purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Information Regulations" the Environmental Information Regulations 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" the Freedom of Information Act 2000 and any subordinate legislation made under that 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;

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Request for Information" a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

14.2 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

14.3 The Supplier shall:

14.3.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information;

14.3.2 provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority's request; and

14.3.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

14.4 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

14.5 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

- 14.6 The Supplier acknowledges that the Authority may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Goods and/ or Services:

14.6.1 in certain circumstances without consulting the Supplier; or

14.6.2 following consultation with the Supplier and having taken their views into account;

provided always that where 11.6.1 applies the Authority shall take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 14.7 The Supplier acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Supplier gives consent to the Authority to publish the contents of this Agreement and information regarding amounts paid to the Supplier under this Agreement (the **Agreement Information**). The Authority in its absolute discretion may redact all or part of the Agreement Information prior to its publication. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

15 Data Protection

- 15.1 Each party shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation. Each party shall immediately notify the other in the event that it becomes aware of any breach of the Data Protection Legislation, where such breach is or may in any way be related in connection with this Agreement.

"Data Protection Legislation" means: (i) UK GDPR; (ii) the Data Protection Act 2018 (and regulations made thereunder); (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (iv) all other legislation and regulatory requirements relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK information commissioner.

16 Complaints and Conduct Matters

- 16.1 The Supplier must ensure that its staff are made aware of the ability of the Independent Police Complaints Commission to investigate any matters reported to them under the Independent Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015 including but not limited to the conduct of the Supplier and its staff.

17 Anti-corruption

- 17.1 The Supplier warrants and represents that:

17.1.1 it has not committed any offence under the Anti-Corruption Legislation; and

17.1.2 it has in place adequate procedures to prevent corruption, including without limitation, those contemplated by section 7 of the Bribery Act 2010.

"Anti-Corruption Legislation" means all legislation and regulation including official guidance issues pursuant to such legislation or regulations, related to financial crime, including without limitation the Bribery Act 2010, and slavery and human trafficking, including without limitation the Modern Slavery Act 2015.

- 17.2 The Supplier hereby indemnifies the Authority against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Authority arising out of or in connection with the Supplier's breach of this clause 17.

18 Assignment and subcontracting

- 18.1 The Supplier shall not assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Authority (such consent shall not be unreasonably withheld or delayed). Where consent for subcontracting is provided, the Supplier shall remain liable for any acts or omissions of each subcontractor as if they were the acts or omissions of the Supplier.
- 18.2 The Authority may assign, novate, subcontract or deal in any other manner with any or all of its rights, benefits or obligations under this Agreement at any time and shall give written notice of the same to the Supplier within a reasonable period of such event occurring.

19 General

- 19.1 No delay or failure on the part of any party in enforcing a provision of this Agreement shall be deemed to be a waiver or to create a precedent or in any way prejudice any party's rights under this Agreement.
- 19.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 19.3 This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of this Agreement shall supersede any previous agreements.
- 19.4 Each of the parties acknowledge and agree that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty term condition or understanding (whether negligently or innocently made, whether express or implied) of any person (whether a party to this Agreement or not) other than as may be expressly set out in this Agreement.
- 19.4.1 Neither party shall be liable for, or be deemed to be in breach of this Agreement as a result of, any delay in performing or failure to perform any of its obligations under this Agreement where that delay or failure is caused by any circumstances beyond the reasonable control of that party. However any delay or failure caused by any sub-contractor or supplier of either party shall not relieve that party from liability for that delay or failure except where that delay or failure was in turn caused by circumstances beyond the reasonable control of the relevant sub-contractor or supplier.
- 19.5 No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.
- 19.6 This Agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with this Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive

jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.