

Standard Terms and Conditions

This Contract sets out the terms on which **Karbon Homes** whose registered office is at Number Five, Gosforth Park Avenue, Gosforth Business Park, Newcastle upon Tyne, NE12 8EG (“**Us**”, “**We**” or “**Our**”) will buy certain goods and services from the company or person named in the Purchase Order (“**You**” or “**Your**”).

1. Definitions

The following definitions apply to this Contract.

Charges the payment We will make to You in return for You providing the Goods and Services.

Commencement Date the date of Our Purchase Order or the date on which You begin supplying the Goods and Services to Us, whichever date is the earliest.

Confidential information any information which has been designated as confidential by either You or Us in writing or that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, or information relating to either of our personnel, customers and suppliers.

Contract these terms and conditions together with the Purchase Order and any Specification.

Default Notice a notice setting out the default and, if the default can be put right, the action needed to put it right and the timescale within which it must be put right.

Delivery Address the address stated on the Purchase Order.

Force Majeure Event acts of war, government decision, riots, civil commotion and any event or circumstance which is beyond Your or Our control but excluding any strike or labour dispute of Your staff or any of Your subcontractors failing to provide the Goods or Services.

Fraud any offence under laws creating

offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud Us.

Goods all goods, materials or articles which We ask You to provide to Us under this Contract as set out in the Purchase Order and/or the Specification (as applicable).

Intellectual Property Rights all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Our Equipment any equipment or facilities provided by Us which You use to provide the Goods and Services.

Purchase Order any order which is placed on Our official order form and to which these terms and conditions apply.

Property(ies) the places where You will carry out the Services or deliver the Goods which are set out in the Specification or the Purchase Order (as applicable).

Regulatory Body an organisation which is set up either by law or in some other way, and whose regulatory powers apply to either one of us (or both of us).

Services the services to be provided by You to Us under this Contract which are described in the Purchase Order and/or the Specification (as applicable).

Service Review a review of the Services which We may carry out from time to time to check that You are performing the Services in a way which We consider to be satisfactory and in accordance with the terms of this Contract.

Specification the description included in the Purchase Order or any other written description we may have provided setting out the type of Goods and Services You will provide and the standard of the Goods and Services You will deliver under this Contract.

TUPE The Transfer of Undertakings

(Protection of Employment) Regulations 1981 (including all the amendments made to these regulations since 1981 which are still in force).

VAT Value added tax

Working Day between 9:00am and 5:30pm Monday to Friday, but not including any days which are bank holidays or public holidays in the United Kingdom.

2. Ordering of Goods and Services

- 2.1. We will place any orders for Goods and Services in writing using a Purchase Order which will set out the Goods and Services We require from You and the dates on which We require them from You.
- 2.2. If We place a Purchase Order with You this will constitute an offer by Us to buy the Goods and Services from You subject to this Contract.
- 2.3. These terms and conditions will apply to the Contract between us and no other terms or conditions on any quotation You may have supplied to Us, or any other document You have provided to Us, will apply to the Goods and Services provided under this Contract.
- 2.4. You must raise any queries with Our Purchase Order in writing within 7 days of the date of Our Purchase Order otherwise We will be entitled to treat the Purchase Order as accepted by You.
- 2.5. No Purchase Order or variation to a Purchase Order or to these terms and conditions will be binding on Us unless they are issued or confirmed on Our official printed order or amendment forms and signed by an authorised representative for Our company.

3. Start and length of this Contract

- 3.1. This Contract will start on the Commencement Date and will continue in force until the date on which You have delivered the Goods and completed the Services in accordance with all Purchase Orders and/or Specifications (as applicable); or the date on which either of us ends the Contract under clause 20, whichever event happens earliest.

4. Your Responsibilities

- 4.1. You will provide the Goods and Services to Us with reasonable skill and care.
- 4.2. When providing the Goods and Services, You will:
 - a) employ enough people, with suitable ability, skill, knowledge, training and

experience to properly provide and supervise the Goods and Services;

- b) follow all codes of practice, performance ratings and quality standards applicable to the Goods and Services and which are set out in this Contract; and
- c) act in accordance with all legal regulations which apply to the Goods and Services at the relevant time.

- 4.3. You will also make sure that Your staff, volunteers and permitted subcontractors are aware of their responsibilities under all policies and procedures within this Contract as well as any legal requirements which relate to the Goods and Services.
- 4.4. You must provide the Goods and Services at the location and on the dates stated in the Purchase Order or the Specification (as applicable).
- 4.5. When this Contract ends You will return all of Our Equipment within 10 (ten) Working Days of the end of the Contract.
- 4.6. You will appoint a Contract Manager in accordance with clause 8 of this Contract, who will be responsible for ensuring fulfilment of this Contract by You and who will be available to help Us if We have any issues or queries relating to the Goods or Services.

5. Our Responsibilities

- 5.1. In order to help You to provide the Goods and Services We will:
 - 5.1.1. provide You with access to the Properties and to Our Equipment as You may reasonably need and at the times we agree between us;
 - 5.1.2. tell You about any health and safety rules and regulations and any other reasonable security requirements that apply at any of Our premises or the Properties; and
 - 5.1.3. appoint a Contract Manager in accordance with clause 8 of this Contract, who will be available to help You if You have any issues or queries relating to the Goods and Services.

6. Terms relating to Goods

- 6.1. When you supply Goods to Us you must:
 - 6.1.1 comply with all applicable laws and regulations concerning the manufacture, packaging,

- 6.1.2 packing and delivery of the Goods;
- 6.1.2 allow Us to inspect or test the Goods during manufacture, processing or storage at Your premises or the premises of Your supplier, but We will only carry out any inspection or testing at reasonable times;
- 6.1.3 mark the Goods in accordance with Our instructions and any applicable laws and regulations and pack and secure them so that that they reach the Delivery Address in an undamaged condition;
- 6.1.4 supply Us with any instructions or other information which We may need to accept delivery of the Goods and to make use of the Goods;
- 6.2. We will be entitled to reject any Goods delivered to Us which are not in accordance with this Contract, and We will not be deemed to have accepted any Goods until We have had a reasonable time to inspect them after they have been delivered to the Delivery Address.
- 6.3. Where You cannot give Us the date for delivery of the Goods until after We have placed a Purchase Order, You must give Us reasonable advance notice of the date for delivery.
- 6.4. We may not accept any invoices for partial delivery of the Goods.
- 6.5. Risk of, damage to or loss of the Goods will pass to Us on delivery to the Delivery Address and acceptance of the Goods by Us.
- 6.6. Ownership of the whole of the Goods will pass to Us upon delivery to the Delivery Address, unless We pay you for the Goods before delivery, in which case it will pass to Us once We have paid You for the Goods concerned.
- 6.7. You warrant to Us that the Goods:
 - 6.8.1 will be of satisfactory quality and fit for any purpose You have told Us they will be fit for or which We have set out in Our Purchase Order;
 - 6.8.2 will be free from defects in design, material and workmanship;
 - 6.8.3 will correspond with the Specification (where relevant); and
 - 6.8.4 will comply with all legal requirements and regulations relating to the sale of goods.
- 7.1. In return for You carrying out Your obligations under this Contract, We will pay You the Charges.
- 7.2. The Charges will be as set out in the Purchase Order.
- 7.3. We will pay You the Charges each month in arrears, within nett 30 days from the date We receive a valid invoice.
- 7.4. Any invoice You send to Us must quote the Purchase Order number otherwise We will not pay the invoice.
- 7.5. The Charges include all materials, equipment, packaging, insurance, storage and delivery and You will not charge Us for any extra costs or expenses whatsoever unless they are agreed in advance with Our Contract Manager.
- 7.6. The Charges do not include VAT. If VAT is due, We will pay this on top of the Charges, if You provide Us with a correct VAT invoice.
- 7.7. The Charges will not be varied while this Contract is in force unless We agree in writing to a different price for the Goods or Services.
- 7.8. If We have not paid You the Charges within 30 Working Days of the due date for payment, You may charge Us interest on the amount of any late payment (unless We disagree with the unpaid amount). The interest will be worked out every day, from the date We should have paid the Charges to the date when We actually make the payment. The interest rate that will apply will be 2% over the base rate of Barclays Bank plc.
- 7.9. If any query about mistakes in the Charges cannot be settled within 20 Working Days of either of us raising the query, either one of us may ask for the disagreement to be dealt with under clause 23 and an appropriate adjustment to the Charges will be made once the disagreement is settled or decided.
- 7.10. We will be entitled to set off any sums You owe to Us against the Charges.

8. The Contract Manager

- 8.1. From the Commencement Date we must both appoint a person who can enforce the rights and powers under this Contract and this person will be called the “**Contract Manager**”.
- 8.2. Details of the people appointed to act as Contract Managers, including their name, email address and contact telephone number will be set out in the Purchase Order. If We have not identified a Contract Manager in the Purchase Order, then the requisitioner

- named on the Purchase Order will be deemed to be Our Contract Manager.
- 8.3. Either of us will be entitled to change the Contract Manager at any time, but at least five Working Days' notice in writing must be given unless, for reasons beyond either party's control, this is not possible in which case notice must be given as early as possible.
- 8.4. The Contract Manager must make sure they share appropriate information about the quality standards and reporting requirements of this Contract with the staff who are connected with the Contract.
- 9. Service Reviews**
- 9.1. You must allow Our Contract Manager, or any person authorised by him or her, and all other appropriate staff to inspect or witness the Services.
- 9.2. In addition We may occasionally carry out a Service Review, however We will always act reasonably when carrying out any Service Review and wherever practicable will give You at least one calendar month's notice if we intend to carry out a Service Review.
- 10. Legal duties**
- 10.1. You must fully co-operate with Us when We are carrying out any legal duty and give Us any information or help We may need, as long as We have given You reasonable notice.
- 10.2. For example, You must allow Our employees or authorised agents to:
- a) speak to Your employees; and
 - b) look at all the information, reports, financial accounts, documents and records You have or have access to;
- who or which are relevant to this Contract or the Goods and Services.
- 10.3. You must also allow Us to take copies of the information referred to in clause 10.2b.
- 10.4. We will treat any information You provide under this clause 10 as Confidential Information.
- 11. Equal Opportunities**
- 11.1. You must comply with the Equality Act 2010, have an equal opportunities policy for as long as this Contract is in force and give Us a copy of this policy if We ask to see it.
- 12. Records and information**
- 12.1. At Our reasonable request You must provide Us with all information which We may ask for to assess how You
- are carrying out Your responsibilities under this Contract.
- 12.2. You must tell Us if:
- a) there is a change in who controls most of the shares in, or the voting rights among shareholders or members of, Your organisation;
 - b) You merge with another organisation;
 - c) You transfer Your activities to another organisation;
 - d) You transfer Your business to another organisation;
 - e) as a result of any misconduct or mismanagement on Your part, a Regulatory Body orders an inquiry into Your affairs; or
 - f) any registration which You must maintain to provide any of the Goods or Services is withdrawn or cancelled, or is threatened to be withdrawn or cancelled.
- 12.3. Failure to comply with clauses 12.1 and 12.2 above may at our discretion result in termination of the Contract in accordance with clause 20.2 (material default).
- 13. Data Protection**
- 13.1. In performing Your obligations under this Contract You agree to comply with the Data Protection Act 2018 as it applies to Goods and Services provided under this Contract.
- 14. Health and safety**
- 14.1. You must protect the health, safety and wellbeing of Your staff, volunteers and sub-contractors at all times. You must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and codes of practice in force at the relevant time.
- 14.2. You must ensure that Your staff observe all health and safety rules and regulations and any other security requirements We inform You about (which must be reasonable) at any of Our premises or any of the Properties.
- 15. Confidentiality**
- 15.1. Both of us must do all we can to make sure that we (and any person You have employed or appointed to provide the Goods and Services) will:
- a) only use Confidential Information for the purposes of this Contract; and
 - b) not release any Confidential Information to anyone else without the other party's permission in writing (which we will be entitled to refuse without giving any reason).

- 15.2. We can both release Confidential Information to any consultant, contractor or other person involved with this Contract or who is involved in providing the Goods or Services, as long as the consultant, contractor or person concerned has signed a confidentiality agreement on similar terms as are set out in this clause 15.
- 15.3. The restrictions in clause 15.1 will continue to apply after the Contract has come to an end, but they will not apply (whether while this Contract is in force or when it has ended) to information which:
- is available to the public (except if this is as a result of either us breaching this clause);
 - either of us have to release by law;
 - was already in our possession without any restriction as to its use;
 - either of us receive from someone else who is not restricted from disclosing it; or
 - any Regulatory Body tells us we must release.

16. Intellectual Property Rights

- 16.1. Nothing in this Contract shall affect the ownership of any Intellectual Property Rights existing prior to the date of or generated outside the scope of this Contract, which we may make available to each other. Any Intellectual Property created, generated or developed from the Goods and/or Services shall be owned by Us, whether made by Us, by You or by both of Us together and You agree that You will sign any deeds or documents which may be necessary to transfer any Intellectual Property Rights in the Goods and Services to Us.
- 16.2. If any Intellectual Property Rights which We need to use in respect of the Goods and Services are owned by a third party and You are unable to transfer them to Us, You agree that You will grant Us a licence to use such Intellectual Property Rights, or obtain permission from the third party for Us to use such Intellectual Property Rights without charge and with no limit in time for the purpose of using the Goods and Services.
- 16.3. You agree that if We receive a claim from any third party claiming that You have passed on their Intellectual Property Rights illegally or without permission You will pay Us the amount of money which is claimed from Us by the third party without Us having to take You to court to enforce

this right. Any claim We may make from You under this clause 16 will be unlimited in value.

17. Insurance

- 17.1. For as long as this Contract is in force and for a period of six years after it ends, You must take out and keep the minimum levels of insurance cover set out in clause 17.2. Your insurance must be with a reputable insurance company. You must also make sure that any of Your sub-contractors who are providing any or all of the Goods and Services on Your behalf take out the same levels of insurance.
- 17.2. It is a condition of this Contract that You have in place:
- Employer's liability insurance in the sum of £10 million; and
 - Public liability insurance in the sum of £10 million.
- 17.3. You must provide Us with copies of the policy schedules for the insurance referred to in clause 17.2 if We ask to see these, together with evidence that the insurance is in force.
- 17.4. If We do not think that any of the insurance policies provide enough cover to meet clause 17.2 We will tell You and You must rectify this as soon as possible.

18. Liabilities

- 18.1. Neither of us excludes or limits our liability for:
- Death or personal injury caused by our negligence;
 - Fraud or fraudulent misrepresentation;
 - Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 18.2. You must protect Us against all actions, claims, demands, proceedings, damages, costs and expenses arising out of, or in connection with this Contract, unless they have been caused by Our negligence or the negligence of Our employees or agents.
- 18.3. Subject to clause 18.1, neither of us will be liable to the other for any:
- loss of profits;
 - loss of business;
 - loss of revenue;
 - loss of or damage to goodwill;
 - loss of savings (whether anticipated or otherwise); and/or
 - any indirect or consequential loss or damage.

19. Defaults

- 19.1. If You breach any of the terms of this Contract, We will be entitled to serve You with a Default Notice. This will not affect any of Our other rights, either under this Contract or by law.
- 19.2. If We serve You with a Default Notice which relates to a default which can be put right, the Default Notice will tell You what We consider the default to be and the timescale in which We expect You to put things right.
- 19.3. You will be entitled to apply clauses 19.1 and 19.2 to Us but if the default involves Us failing to pay You the Charges on time, You must allow Us a minimum of 30 Working Days to rectify the position and pay the Charges.
- 19.4. If there is any disagreement between us as to whether there has been a default, or about the action that needs to be taken or the timescale within which the action is to be taken, either of us can refer the matter for resolution, in accordance with clause 23.
- 19.5. If either of us fails to put right a default within the timescale set out in any Default Notice we will each be entitled to end this Contract immediately by giving notice in writing.

20. Ending this Contract

- 20.1. Either of us will be entitled to give the other party notice ending this Contract immediately if:
 - a) being an individual, either of us is declared bankrupt, or a bankruptcy petition is filed against one of us at court, or if either of us tries to make an arrangement for the benefit of creditors;
 - b) either of us is a corporate organisation and: has a receiver, administrative receiver or liquidator appointed; a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; a shareholders' meeting is convened for the purpose of considering a winding-up resolution or a winding-up resolution is passed; a winding-up petition is presented or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened; an application is made for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; is or becomes insolvent; being a "small company" within the meaning of Section 247(3) of the Companies

Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or any event similar to those listed in this clause 20.1(a) or (b) occurs; c) either of us commits or causes anyone else to commit any criminal offence in providing the Goods or Services (except for any minor offence or minor traffic offence); or d) in relation to any Contract either of us, or any person employed by either of us or acting on our behalf, commits an offence under the Prevention of Corruption Acts 1889-1916, the Bribery Act 2010 or gives any fee or reward to anyone which is an offence under section 117(2) of the Local Government Act 1972.

- 20.2. We will be entitled to end this Contract by giving You written notice effective from the date specified in Our notice if You commit a material default that in Our reasonable opinion cannot be remedied or that You have not remedied to Our reasonable satisfaction within 20 Working Days or within any other timeframe specified in Our Default Notice.
- 20.3. We will be entitled to end this Contract by giving one month's notice if, following a Service Review, the Service does not meet the standards set out in the Purchase Order or Specification (as applicable).
- 20.4. We may end all or part of this Contract for any reason by giving You at least one month's notice in writing.
- 20.5. If all or part of this Contract is ended, whether under clause 19 or this clause 20, clause 20.6 will apply.
- 20.6. When this Contract ends, You must give Us all the information, files, records and documents which We give You under this Contract or which You produced while carrying out Your responsibilities under this Contract.
- 20.7. You must not keep any copies of the information referred to in clause 20.6 unless We give You permission or You have to do so by law.

21. Transferring and subcontracting the Contract

- 21.1. You must get Our permission in writing if You want to:
 - a) transfer Your rights in this Contract to any other person; or
 - b) subcontract any of Your responsibilities under this Contract.
 We will not unreasonably withhold or delay giving You Our permission, as long as We consider the other person to be suitable.

21.2. If We give You permission to subcontract the Contract, You are still liable to Us for all of Your obligations set out in this Contract including the ones You may have subcontracted. You will be responsible for the acts, failures and neglect of any subcontractor or any employee or agent of any subcontractor, as if they were Your own acts, failures and neglect.

22. Agency

22.1. You must not tell anyone, or allow any of Your employees or agents to tell anyone, that You are Our agents or servants.

22.2. You must not enter into any contract on Our behalf or in any way claim that You are authorised to do so.

23. Disagreements

23.1. If we disagree about anything related to this Contract, and it cannot be resolved by the Contract Managers within 20 Working Days, then either of us may tell the other's Contract Manager in writing that we want the disagreement to be referred to a meeting at director level to resolve, negotiating on the basis of good faith.

23.2. If after 20 Working Days following the directors' meeting referred to in clause 23.1 the dispute has not been resolved then either of us may notify the other that we wish to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.

23.3. If we cannot agree on the identity of the mediator then either of us may request CEDR to appoint one. The Model Procedure will be amended to take account of any relevant provisions in this Contract or any other contract which we may enter into.

23.4. We must use our best endeavours to ensure that the mediation starts within 20 Working Days of service of the notice referred to in clause 23.2 and pay the mediator's fee in equal shares.

23.5. Any agreement reached as a result of mediation shall be binding on both of us, but if the disagreement has not been settled by mediation within 10 Working Days of the mediation starting then either of us may commence legal proceedings.

23.6. Neither of us shall be prevented by this clause 23 from taking steps in

relation to court proceedings to protect our position, including applying for interim relief or pursuing proceedings to prevent limitation periods from expiring or to protect our employees, agents or users.

24. Variations to the Contract

24.1. A variation to this Contract (including to the nature of the Services) will only be valid if it has been agreed in writing by both of us.

25. Waiver

25.1. If either of us fails to enforce or delays in enforcing any right or solution which we are entitled to under this Contract or by law, this does not mean that we no longer have this right or solution.

25.2. If either of us ignores a default on the part of the other, this does not mean that we will ignore any future default.

25.3. No waiver will be effective unless it is:
a) clear that it is a waiver;
b) in writing; and
c) signed by the authorised officer or Contract Manager as appropriate.

26. Information and Retendering

26.1. At Our reasonable request and within 15 Working Days of Us asking You, You must provide Us with any information We ask for (at no cost to Us) to help Us prepare the necessary documents to appoint another person to provide the Goods and Services in Your place.

26.2. You must make sure that all the information You give Us is accurate, and give Us permission to use any of the information in the course of Our work.

27. TUPE

27.1. Subject to Your obligations under clause 13 (Data Protection) and clause 15 (Confidentiality) You must give Us the information We need to meet Our responsibilities under TUPE when either this Contract comes to an end or it no longer applies to a particular Service.

27.2. You must give Us the information referred to in clause 27.1 above:

- a) within 20 Working Days of Our reasonable request made at any time in the 9 months before this Contract comes to an end; or
- b) (if this Contract or its application to a particular Service is terminated on notice) within 20 Working Days of You giving or receiving notice of any such termination; or

27.3. (if this Contract or its application to a particular Service is terminated immediately) within 20 Working Days of such termination.

28. Prevention of Fraud and Prevention of Corruption

28.1. You must take all reasonable steps to prevent Fraud by Your staff, volunteers and sub-contractors when they receive money from Us.

28.2. You will notify Us immediately if You suspect that any Fraud is happening or is likely to happen.

28.3. You will not offer or give to Us or any of Our staff any gift or reward as an incentive for entering enter into this Contract or any other contract with You. You will not show any favouritism to any person in relation to this Contract or any other contract with Our company and You will also refrain from doing anything in order to give an advantage to any person.

28.4. You agree that You have not paid any commission to Us or agreed to pay any commission to any staff employed by Us in connection with this Contract.

28.5. In performing Your obligations under this Contract You agree to comply with the Bribery Act 2010 as it applies to Goods and Services provided under this Contract.

28.6. If We discover that You or any of Your staff have breached any of the terms this clause 28 in relation to this or any other contract with Us We may end this Contract immediately and claim from You any fines or penalties We are liable to pay and any costs We incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods or Services to be provided for the remainder of the Contract period.

29. Validity

29.1. If one or more of the terms of this Contract are no longer valid or cannot be enforced under any law, the rest of this Contract will continue in full force.

29.2. If this happens, both of us will enter into negotiations to amend the term concerned so that it is valid and can be enforced.

30. Remedies

30.1. If Goods are not delivered or Services are not performed on the due date then We shall be entitled to (i) deduct from the Charges or (if We have already paid the Charges) claim from You by way of liquidated damages for delay ½% of the Charges for every week's delay up to a maximum of 10%

and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to You and purchase substitute goods or services elsewhere and recover from You any loss or additional cost incurred.

30.2. Any remedy or right which either of us may have in relation to a default committed by the other will be in addition to all other rights and remedies available to either of us.

31. Contract (Rights of Third Parties) Act 1999

31.1. Neither one of us can give anyone else any rights under this Contract. The conditions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract.

32. Notices

32.1. Any notice or other communication under this Contract must be in writing and can only be sent by:
a) recorded delivery post;
b) hand;
c) electronic mail;

32.2. For the purposes of sending written notice or other communication by recorded delivery post, personal delivery or electronic mail, each of our addresses are set out in the Purchase Order. All notices and communications must be sent to the Contract Manager.

32.3. All notices and communications will be considered to have been served:
a) if posted, two working days after the date it was posted;
b) if personally delivered, on the date it was delivered;
c) if sent by electronic mail, when a return receipt confirms that the mail has been received.

32.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.

33. Force Majeure Events

33.1. If either of us fails to carry out our responsibilities under this Contract as a result of a Force Majeure Event, the affected person will not be liable under this Contract for any failure as long as they have given the other person notice of the Force Majeure Event within 10 days of the failure.

33.2. If a Force Majeure Event happens, we will meet to discuss how You can continue to provide the Goods and Services until the Force Majeure Event stops.

34. Law and Jurisdiction

34.1. This Contract will be governed by English law and will be dealt with in the courts of England and Wales.

35. Entire Agreement

35.1. This Contract sets out all the terms and conditions which we have agreed to in relation to the Goods and Services. This means that it replaces any documents, negotiations or understandings between us, whether verbal or written, made, carried out or entered into before the date of this Contract.