

<p>number. Invoices without a Purchase Order number will be returned to the Supplier.</p>	(d) strikes affecting the activities at the Site, except for strikes affecting only the Supplier or its subcontractors.	(b) The Supplier assigns to the Buyer and its Affiliates, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services.
11.2 The Buyer reserves the right to reject invoices which are submitted later than 30 days after the Goods have been delivered and/or the Services performed.	18.3 For the avoidance of doubt, COVID-19 shall not be deemed to constitute a Force Majeure Event to the extent that the outbreak of this virus and its actual effects on the ability of the Party claiming relief to fulfil its obligations hereunder was known or was reasonably foreseeable to occur to the relevant Party claiming relief on or before the date of the Contract. For the purposes of this sub-clause, COVID-19 shall include but not be limited to any applicable law, regulation or governmental decision made, passed or otherwise arising as a consequence of COVID-19.	(c) The Supplier shall obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
11.3 The Buyer shall pay correctly rendered invoices on the later of:		(d) The Supplier shall, promptly at the Buyer and / or its Affiliate's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer and / or its Affiliates may from time to time require for the purpose of securing for the Buyer and / or its Affiliates the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer and / or its Affiliates in accordance with Clause 23(b).
(a) the final day of the month following the month during which the invoice is received by the Buyer; or		
(b) within 45 days of receipt of the invoice,	18.4 A Party whose performance is affected by a Force Majeure Event shall:	
(the "Due Date for Payment").	(a) notify the other Party in writing of the Force Majeure Event, the cause, the expected duration of any consequential delay or non-performance of its obligations and details of the steps being taken to mitigate the effects of the Force Majeure Event; and	24 CONFIDENTIALITY
11.4 The Buyer shall make payment to the bank account nominated in writing by the Supplier.	(a) notify the other Party in writing of the Force Majeure Event, the cause, the expected duration of any consequential delay or non-performance of its obligations and details of the steps being taken to mitigate the effects of the Force Majeure Event; and	24.1 All Confidential Information disclosed by the Buyer to the Supplier or otherwise obtained or developed by the Supplier relating to the Buyer, shall be kept secret and confidential by the Supplier throughout the term of the Contract and for the 3 years following its termination or expiry shall not be used or disclosed other than for the purposes of the proper performance of the Contract or with the prior written consent of the Supplier.
11.5 If a Party fails to make any payment due to the other Party by the Due Date for Payment, then the defaulting Party shall pay Default Interest on the overdue sum from the Due Date for Payment until the defaulting Party makes payment of such sum.	(b) use reasonable endeavours to continue to perform its obligations under the Contract and avoid, remove or mitigate the effects of the Force Majeure Event on the performance of the affected Party's obligations, and the affected Party must notify the other Party and resume full performance of its obligations as soon as reasonably possible.	24.2 The obligations of confidentiality in this Clause 24 shall not extend to any matter which the Buyer can show:
11.6 The Buyer may at any time, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.	18.5 Following notification of a Force Majeure Event pursuant to Clause 18.4(a), the Buyer and the Supplier shall meet without delay with a view to agreeing a mutually acceptable course of action to minimize any effects of such occurrence.	(a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract;
12 OTHER BUYER OBLIGATIONS	18.6 Each Party shall bear its own costs arising out of or in connection with a Force Majeure Event.	(b) was independently disclosed to it by a third party entitled to disclose the same; or
The Buyer and / or its Affiliates shall:	19 TERMINATION	(c) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority or competent jurisdiction.
(a) provide the Supplier with reasonable access at reasonable times to the Buyer's premises for the purpose of providing the Services; and	19.1 The Buyer may terminate the Contract in whole or in part at any time before delivery of the Goods and / or the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Buyer shall pay the Supplier its reasonable documented costs for any work already in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.	24.3 Notwithstanding Clause 24.2(a), the Employer shall be entitled to disclose Confidential Information to its Affiliates and its and their respective directors, officers, employees, agents and advisors who need to know such information in connection with the performance of the Contract.
(b) provide such information as the Supplier may reasonably request for the delivery of the Goods and / or the provision of the Services.	19.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:	25 NOTICES
13 BUYER MATERIALS	(a) the Supplier commits a material breach of any term of the Contract and, if that breach is capable of remedy, fails to remedy that breach within 14 days of the Supplier being notified in writing to do so;	25.1 A notice required or permitted to be given by either Party to the other under the Contract shall be in writing in the English language, and delivered by hand or sent by registered post to the registered office from time to time of the Supplier or Buyer (as appropriate) or sent by email to the email address of a senior individual on the project team of the Supplier or Buyer (as appropriate).
13.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specification, and data supplied by the Buyer and / or its Affiliates to the Supplier (the "Buyer Materials") in its performance of the Contract and all rights in the Buyer Materials are and shall remain the exclusive property of the Buyer. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.	(b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;	25.2 Any notice or document shall be deemed served:
13.2 The Supplier shall inspect the Buyer Materials and, unless otherwise notified to the Buyer and / or its applicable Affiliate, shall be deemed to have satisfied itself of the correctness and sufficiency of the Buyer Materials for its performance of the Contract.	(c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business; or	(a) if delivered by hand, at the time of delivery unless delivered after 5.00 pm on a Business Day or at any time on a day that is not a Business Day in which case they shall be given on the next Business Day;
14 ACTIVITY AT THE SITE	(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.	(b) if posted, 72 hours after posting; and
14.1 The Supplier acknowledges that it is responsible for the security of its equipment at the Site and the safety of its persons entitled to be on the Site including but not limited to any employees, sub-contractors and agents of the Supplier engaged in performing the Services on behalf of the Supplier.	20 CONSEQUENCES OF TERMINATION	(c) if sent by email, on notice of electronically confirmed receipt.
14.2 The Supplier shall procure that its personnel take all reasonable steps to protect their safety and the safety of third parties in carrying out the Services, and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or a third party by the personnel of the Supplier.	Upon termination of the Contract:	26 GOVERNING LAW
15 INSURANCE	(a) all rights and obligations of the parties shall cease to have effect immediately except that termination shall not affect accrued rights and obligations of the parties under the Contract at the date of termination or any express obligations in the Contract of a continuing nature;	The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
The Supplier shall maintain levels of insurance:	(b) the Supplier shall immediately return all Buyer Materials; and	27 DISPUTES
(a) sufficient to cover their liabilities and obligations in connection with the Contract and at law; and	(c) Clause 24 shall survive the termination of the Contract.	27.1 Subject as may be provided elsewhere in the Contract, all disputes, differences or questions arising in relation to the Contract shall be referred in the first instance to a manager of the Supplier and the head of procurement of the Buyer, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within 30 days.
(b) any additional insurance coverage as may be set out in the Purchase Order.	21 INDEMNITY	27.2 If the manager of the Supplier and the head of procurement of the Buyer fail to resolve the dispute, it shall be referred to the managing director of each of the Supplier and the Buyer, who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within 30 days.
16 COMPLIANCE WITH LAW	The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:	27.3 If the managing directors fail to resolve the matter within one calendar month, then each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
16.1 In performing its obligations under the Contract, the Supplier shall:	(a) any claim made against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods and / or the delivery of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its personnel, agents or subcontractors;	28 GENERAL
(a) comply with all applicable laws, statutes and regulations from time to time in force, including (for the avoidance of doubt) the Bribery Act 2010 and the Modern Slavery Act 2015; and	(b) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and / or the Services, to the extent that the defects are attributable to the acts or omissions of the Supplier, its personnel, agents or subcontractors; and	Entire Agreement
(b) comply with the Mandatory Policies.	(c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods and / or the delivery of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its personnel, agents or subcontractors.	28.1 These Conditions together with the terms (if any) set out in the Purchase Order constitute the entire agreement between the parties, supersede any previous agreement or understanding between the parties.
16.2 The Supplier shall:	22 LIABILITY	Survival of Remedies
(a) ensure that personnel engaged in any activities connected to the Contract are paid in accordance with the Real Living Wage; and	22.1 Subject to Clause 22.2, the liability of the Supplier to the Buyer for breach of the Supplier's obligations under the Contract, shall not exceed the amount of whichever is greater of (i) the Linked Contract Price or (ii) £100,000.	28.2 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
(b) not discriminate against personnel:	22.2 The limitation set out in Clause 22.1 shall not limit or exclude the Supplier's liability for the following:	Waiver
(i) that are members of trade unions (as defined in the Trade Union and Labour Relations (Consolidation) Act 1992); or	(a) any breach of the Supplier resulting from gross negligence or wilful default for which the Supplier is liable;	28.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
(ii) on the basis of one or more protected characteristics (as defined in the Equality Act 2010).	(b) any claim in respect of which the Supplier has recovered or is entitled to recover from any insurer;	28.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
17 ASSIGNMENT, SUB-CONTRACTING AND AFFILIATE RELIANCE	(c) any amount which would have been recovered under an insurance policy required to be effected and maintained under the Contract but for:	Severance
17.1 The Buyer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.	(i) the Supplier failing to take out and maintain an insurance policy required under the Contract;	28.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
17.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.	(ii) the Supplier vitiating or prejudicing any insurance policy; and	Third Party Rights
17.3 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.	(iii) the Supplier failing to make a claim under an insurance policy;	28.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
17.4 The Supplier acknowledges and agrees that any of the Buyer's Affiliates may rely on, and enforce in favour of the Buyer, any of the rights of the Buyer under the Contract.	(d) fraudulent misrepresentation, wilful misconduct or any other liability not permitted to be limited or excluded under law; or	Own Costs
18 FORCE MAJEURE	(e) pursuant to Clause 21.	28.7 Each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of the Contract.
18.1 Neither the Buyer nor the Supplier shall be responsible for any failure to fulfil any term or condition of the Contract if and to the extent that any fulfillment has been delayed or temporarily prevented by a Force Majeure Event (as such term is exhaustively defined hereunder) which has been notified in accordance with Clause 18.4(a) and which is beyond the control and without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against and could not reasonably foresee on entering into the Contract.	23 INTELLECTUAL PROPERTY	Partnership
18.2 For the purposes of the Contract, a "Force Majeure Event" may exist only where there is one or more of the following occurrences:	(a) In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under the Contract, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.	28.8 Nothing in the Contract is intended to create or shall be deemed to create a partnership or joint venture or agency or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party between the parties, or to authorise either Party to act as agent for the other.
(a) earthquake, flood, fire, explosion and / or other natural physical disaster, but excluding weather conditions (regardless of severity);		
(b) war, state of national emergencies, or invasions;		
(c) rebellions, revolutions, insurrections, civil war, or acts of terrorism; and		