



DATED

STANDARD TERMS AND CONDITIONS FOR SERVICES

RE:

HEAD OF LAW
CASTLE POINT BOROUGH COUNCIL
COUNCIL OFFICES
KILN ROAD
THUNDERSLEY
BENFLEET
ESSEX SS7 1TF

THIS AGREEMENT is dated the _____ day of _____ 20____

PARTIES

- (1) **CASTLE POINT BOROUGH COUNCIL** of Council Offices, Kiln Road, Thundersley, Benfleet, Essex SS7 1TF ("the Council") and
- (2) (Company Registration No.) whose Registered Office is at ("the Supplier")

BACKGROUND

- (A) The Council sought quotations for the provision of services
- (B) The Council has through a competitive process selected the Supplier to undertake the Services and the Supplier is willing and able to undertake the Services in accordance with the attached Specification and terms and conditions of this Contract
- (C) The Council has accepted the Supplier's Quotation of (£.....) dated the

AGREED TERMS :-

- 1. **FOR** the consideration hereinafter mentioned the Supplier shall carry out the Services according to and in all respects in conformity with the attached Specification and terms and conditions of this Contract
- 2. **THE** Council will pay to the Supplier on completion of the Services the Price of (£.....) exclusive of VAT

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Anti-slavery Policy: the Contractor's anti-slavery policy attached at the **Error! Reference source not found.**, as amended by notification to the Council from time to time.

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: shall be the

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract: the contract between the Council and the Supplier for the supply of Services in accordance with these Conditions.

Contract Manager: means

Supplier: the person, company or firm from whom the Council purchases the Services.

Council: Castle Point Borough Council at Council Offices, Kiln Road, Thundersley, Benfleet, Essex, SS7 1TF.

Council Materials: means all materials, equipment and tools, drawings, specifications and data supplied by the Council the Supplier.

DPA: means the Data Protection Act 1998

Force Majeure Period: means the period of days/weeks/months

Price: (£.....) in accordance with the Suppliers Quotation

Quotation: means the Suppliers quotation to carry out the Services dated the

Specification: the description or specification for the Services agreed in writing by the Council and the Supplier.

Services:

Services Completion Date:

Slavery Act means the Modern Slavery Act 2015

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes.

2. BASIS OF CONTRACT

- 2.1 The Services will be completed by the Supplier for the Price and the Council agrees to pay the Supplier the Price in accordance with 6 below.
- 2.2 The Contract will commence on the Commencement Date
- 2.3 The Services will be completed by the Services Completion Date.
- 2.4 These Conditions apply to this Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. PROVISION AND MANNER OF CARRYING OUT THE SERVICES

- 3.1 The Supplier shall from the Commencement Date and for the duration of this Contract undertake the Services in accordance with these Conditions and the Specification.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Conditions, Specification or notified to the Supplier by the Council.
- 3.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;
- (b) perform the Services with reasonable skill and care and in accordance with the best practice prevailing in the Supplier's industry, profession or trade from time to time;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (d) ensure that the Services will conform with all descriptions and specifications set out in the Specification and that the Services shall be fit for any purpose expressly or impliedly made known to the Supplier by the Council;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) comply with all applicable laws and regulations;
- (g) observe all health and safety rules, policies and regulations and any other security requirements that apply at any of the Council's premises (copies of which are available on the Council's website; <http://www.castlepoint.gov.uk>);
- (h) hold all Council Materials in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council and not dispose or use the Council Materials other than in accordance with the Council's written instructions or authorisation;
- (i) not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Council may rely or act on the Services; and
- (j) The Council may provide the Supplier with access to such part of the Council's premises as the Supplier reasonably requires for the purposes only of properly providing the Services and when accessing the Council's premises the supplier shall ensure that:
 - (i) When using the Council's premises they are kept properly secure and will comply and cooperate with the Council's authorised representative's reasonable directions regarding security of the same;
 - (ii) Only those of the Supplier's personnel that are duly authorised to enter upon the Council's premises for the purposes of providing the services do so.

4. COUNCIL REMEDIES

4.1 If the Supplier fails to undertake the Services by the Services Completion Date, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Council in obtaining substitute services from a third party;
- (d) where the Council has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- (e) to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to carry out the Services by the Services Completion Date.

4.2 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

4.3 The Council's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

5. COUNCIL'S OBLIGATIONS

The Council shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Council's premises for the purpose of completing the Services; and
- (b) provide such information to the Supplier as the Supplier may reasonably request and the Council considers reasonably necessary for the purpose of completing the Services.

6. PRICE AND PAYMENT

6.1 For the avoidance of doubt, the Price payable for the Services to be provided shall include without limitation the costs of all labour, equipment, fuel and materials to be supplied by the Supplier, all costs of purchasing, issuing, operating and maintaining vehicles, all travelling expenses involved, and all royalties, licence fees or other similar

expenses in respect of the making, use or exercise by the Supplier of any invention or design for the purpose of performance of the Services and any additional items or expenses of whatever nature as may from time to time become necessary for the proper performance of the Services.

6.2 The Supplier shall address and send all invoices to Castle Point Borough Council, Kiln Road, Thundersley, Benfleet, Essex SS7 1TF.

6.3 Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice.

6.4 The Supplier will raise an invoice representing the Price to be paid by the Council on completion of the Services.

6.5 In consideration of the Supplier undertaking the Services, the Council shall pay all invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

6.6 If the Council fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 1% per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Council disputes in good faith.

6.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Council to inspect such records at all reasonable times on request.

6.8 The Council may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by the Council to the Supplier under the Contract.

7. INDEMNITY

7.1 The Supplier shall keep the Council indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses

awarded against or incurred or paid by the Council as a result of or in connection with:

- (a) any claim made against the Council by a third party arising out of, or in connection with, the supply 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 employees, agents or subcontractors; and

7.2 For the duration of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Council'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.

7.3 This clause 7 shall survive termination of the Contract.

8. TERMINATION

8.1 Without limiting its other rights or remedies, the Council may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
- (b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (e) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- (f) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- (h) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 8.1(b) to clause 8.1.(i) (inclusive);
- (k) 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
- (l) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

8.2 Without limiting its other rights or remedies, the Council may terminate the Contract by giving the Supplier 1 months' written notice.

9. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Supplier shall immediately return all Council Materials. If the Supplier fails to do so, then the Council may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. DATA PROTECTION AND DATA SHARING

10.1 Reference to Personal Data and Data Processor shall have the same meaning as set out in the Data Protection Act 1998

- (a) The Supplier shall (and shall procure that any of its personnel involved in undertaking the Services shall) comply with any notification requirements under the DPA and the parties shall duly observe all their obligations under the DPA which arise in connection with this Contract
- (b) Notwithstanding the general obligation in condition 10.1(a) above where the Supplier is processing Personal Data as a Data Processor for the Council, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, as requested under the Seventh Data Protection Principle in Schedule 1 to the DPA and
- (c) Provide the Council with such information as the Council may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
- (d) Promptly notify the Council of any breach of the security measures required to be put in place pursuant to condition 10.1(b) above and;
- (e) Ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the DPA
- (f) The provisions of this clause shall apply during the continuance of this contract and indefinitely after its expiry or termination

11. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

11.1 The parties acknowledge that the Supplier is not a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006 however the Supplier shall:

- (a) ensure that all individuals engaged in the provision of the Services are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- (b) monitor the level and validity of the checks under this clause 11.1 (a) for each member of staff.
- (c) The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in undertaking the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- (d) The Supplier shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 11.1 have been met.
- (e) The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Council's service users.
- (f) The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to the Council's service users.

12. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

12.1 In performing its obligations under the agreement, the Contractor shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

- (b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause [NUMBER] and ensure that each of its subcontractors and suppliers shall comply with the Anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

12.2 The Contractor represents and warrants that at the date of this agreement:

- (a) its responses to the Council's slavery and human trafficking due diligence questionnaire are complete and accurate; and
- (b) neither the Contractor nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) having made reasonable enquiries, so far as it is aware **OR** to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.3 The Contractor shall implement due diligence procedures for its subcontractors and suppliers to ensure that there is no slavery or human trafficking in its supply chains.

12.4 The Contractor shall notify the Council as soon as it becomes aware of:

- (a) any breach, or potential breach, of its Anti-slavery Policy; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

12.5 The Supplier shall prepare and deliver to the Council, by the anniversary each year of this agreement, an annual slavery and human trafficking report setting out the steps it has taken to ensure that

slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

12.6 The Contractor shall:

- (a) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Council in connection with this agreement; and
- (b) permit the Council and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 4(b), to have access to and take copies of the Contractor's records and any other information and to meet with the Contractor's personnel to audit the Contractor's compliance with its obligations this clause; and
- (c) implement annual audits of its compliance and its subcontractors' and suppliers' compliance with the Anti-slavery Policy, either directly or through a third party auditor. The first set of audits shall be completed by the first anniversary of the date of this agreement.

12.7 The Contractor shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Council as a result of any breach of Anti-slavery Policy.

12.8 The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.

12.9 The Council may terminate the agreement with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of the Anti-slavery Policy or compliance with the laws and policies clause referred to above.

13. FREEDOM OF INFORMATION

13.1 The Supplier acknowledges that the Council is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations 2004 (EIR). The Supplier shall:

- (a) Provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIR;

- (b) Transfer to the Council all request for information relating to this agreement that it receives as soon as practicable and in any event within two working days of receipt;
- (c) Provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) Not respond directly to a request for information unless authorised in writing to do so by the Council
- (e) The Supplier acknowledge that the Council may be required under the FOIA and EIR to disclose information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Council shall take reasonable steps to notify the Supplier of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

14. FRAUD AND CORRUPTION

14.1 The Council is committed to an effective anti-fraud and corruption strategy which is designed to:

- (a) encourage prevention
- (b) facilitate detection
- (c) provide prompt investigation

14.2 The Council's anti-fraud and corruption procedures are designed to frustrate any attempted fraudulent or corrupt act and cover:

- (a) values and commitment
- (b) prevention
- (c) detection and investigation
- (d) training

- 14.3 As the Council's affairs are open to scrutiny by a variety of external bodies and people including:
- (a) An external Auditor appointed by the Audit Commission
 - (b) The Public via the Council's Complaints procedure
 - (c) Local electors via the Annual Inspection of Accounts
 - (d) The Business Community via the Annual business Consultation
 - (e) Her Majesty's Revenues & Customs
 - (f) Dept for Services and Pensions
- 13.4 The Council through its Internal or External Auditors may request information relating to the Contract pursuant to the provisions of this condition 13 and the Supplier shall supply the Council's Internal or External Auditors with the information forthwith upon request.

15. BRIBERY

- 15.1 The Council shall be entitled to cancel the Contract and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier or any person employed by the Supplier shall:
- 15.2 Directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
- (a) induce that person to perform improperly a relevant function or activity; or
 - (b) reward that person for improper performance of a relevant function or activity;
- 15.3 Directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- 15.4 Commit any offence:
- (a) Under the Bribery Act 2010
 - (b) Under legislation creating offences concerning fraudulent acts;
 - (c) At common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
 - (d) Defrauding, attempting to defraud or conspiring to defraud the Council

16. EQUALITY AND DIVERSITY

- 16.1 In providing the Services the Supplier shall at all times follow the best professional practice in relation to diversity issues and in particular (but without limitation) shall comply with the Equality Act 2010 and all related Statutory Instruments and any other Statute, Statutory Instrument, rule, regulation, order, direction, by-law or any other instrument having the force of law, and any contractual obligation as well as other official guidance and codes of practice for preventing unlawful discrimination;
- 16.2 The Supplier shall, on request, provide the Council with examples of the instructions and other documents, recruitment advertisements and other literature;
- 16.3 The Supplier shall inform the Council immediately on becoming aware of any legal proceedings brought or likely to be brought against the Supplier in respect of discrimination and of any judgements, awards, convictions or settlements arising from such proceedings and shall provide the Council with such information as the Council may reasonably request;
- 16.4 In the event of any finding of unlawful discrimination being made against the Supplier by any Court or Tribunal or of an adverse finding in any formal investigation by the Commission for Equality and Human Rights, the Supplier shall take the appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the Council with details of any such steps taken;
- 16.5 The Supplier shall observe as far as possible any Code of Practice issue by the Commission for Equality and Human Rights' in employment and shall provide such information as the Council may reasonably request for the purpose of assessing the Supplier's compliance with this Condition.
- 16.6 The Supplier shall provide such assistance as is reasonably required by the Council in relation to its commitment in developing stronger customer focus and promoting greater equalities and access and ensuring that provision of its services are open and accessible to all users.

17. GENERAL

- 17.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or

circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. The Supplier shall promptly notify the Council in writing when such circumstances cause a delay or failure in performance and when it ceases to do so. If such event or circumstances prevent the Supplier from providing any of the Services for more than Force Majeure Period, the Council shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

17.2 Assignment and subcontracting:

- (a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Council.
- (b) The Council may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

17.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) This condition 16.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

17.4 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any

subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17.5 Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

17.8 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Council.

17.9 Entire Agreement: This Contract constitutes the entire agreement between the parties

17.10 Governing law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties

irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Quotation

Specification

IN WITNESS WHEREOF this document has been executed and delivered as an agreement on the date first stated above.

Signed by _____

acting on behalf of

Castle Point Borough Council

Signed by a,).....

Director acting on behalf of

