

## Standard Terms and Conditions of Purchase

These Terms and Conditions apply to any Contract between the NCI and the Vendor, unless there is a separate binding written agreement between the NCI and the Vendor relating to the subject matter of the Purchase Order to which these Terms and Conditions are attached ("Bespoke Contract"). If there is a Bespoke Contract the terms of the Bespoke Contract will apply to the exclusion of these Terms and Conditions save to the extent otherwise provided in the Bespoke Contract.

### TERMS AND CONDITIONS

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Contract.

##### 1 Definitions:

<b>"Business Day"</b>	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Commencement Date"</b>	has the meaning given in clause 3.2.
<b>"Conditions"</b>	means these terms and conditions as amended from time to time in accordance with clause 18.9.
<b>"Contract"</b>	means the contract between the NCI and the Vendor for the supply of Goods and/or Services, consisting of the Purchase Order, these Conditions, and the Mandatory Policies.
<b>"Control"</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of control</b> shall be construed accordingly.
<b>"Data Protection Legislation"</b>	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
<b>"Deliverables"</b>	means all documents, products and materials developed by the Vendor or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

<b>“Goods”</b>	means the goods (or any part of them) set out in the Purchase Order.
<b>“Goods Specification”</b>	means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the NCI and the Vendor.
<b>“Intellectual Property Rights”</b>	means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>“Mandatory Policies”</b>	means the NCI’s policies and codes as notified to the Vendor from time to time.
<b>“NCI”</b>	means the National Church Institution or any related organisation purchasing the Goods and/or Services from the Vendor, as identified on the Purchase Order.
<b>“NCI Materials”</b>	has the meaning set out in clause 6.3.10.
<b>“Prohibited Act”</b>	means: <ul style="list-style-type: none"> <li>(a) any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 or would otherwise be in breach of any applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;</li> <li>(b) any act or omission that would place the NCI in breach of the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;</li> <li>(c) any act or omission that would unlawfully discriminate within the meaning and</li> </ul>

scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise; or

- (d) any act or omission that would constitute a fraudulent act in relation to this Contract.

**“Purchase Order”** means the NCI’s order for the supply of Goods and/or Services, as set out in the NCI’s purchase order, or in the NCI’s written acceptance of the Vendor’s quotation, as the case may be.

**“Service Specification”** means the description or specification for Services as set out in the Purchaser Order or agreed in writing by the NCI and the Vendor, as the case may be.

**“Services”** means the services, including any Deliverables, to be provided by the Vendor under the Contract as set out in the Service Specification.

**“UK Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**“Vendor”** means the person or firm from whom the NCI orders the Goods and/or Services.

## 2. Interpretation:

- 2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.5 A reference to **writing** or **written** includes email but not fax.
- 2.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

### **3. Basis of Contract**

- 3.1 The Purchase Order constitutes an offer by the NCI to purchase Goods and/or Services from the Vendor in accordance with these Conditions.
- 3.2 The Purchase Order shall be deemed to be accepted on the earlier of:
  - 3.2.1 the Vendor issuing written acceptance of the Purchase Order; or
  - 3.2.2 any act by the Vendor consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### **4. Supply of Goods**

- 4.1 The Vendor undertakes that the Goods shall:
  - 4.1.1 correspond with their description and any applicable Goods Specification;
  - 4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Vendor or made known to the Vendor by the NCI, expressly or by implication, and in this respect the NCI relies on the Vendor’s skill and judgement;
  - 4.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery (unless otherwise specified in the relevant Purchase Order); and
  - 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.2 The Vendor 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 Contract in respect of the Goods.
- 4.3 The NCI may inspect and test the Goods at any time before delivery. The Vendor shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Vendor’s obligations under the Contract.
- 4.4 If following such inspection or testing the NCI considers that the Goods do not comply or are unlikely to comply with the Vendor’s undertakings at clause 4.1, the NCI shall inform the Vendor and the Vendor shall immediately take such remedial action as is necessary to ensure compliance.
- 4.5 The NCI may conduct further inspections and tests after the Vendor has carried out its remedial actions.

## **5. Delivery of Goods**

5.1 The Vendor shall ensure that:

5.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

5.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the purchase order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), the NCI's billing address and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

5.1.3 it states clearly on the delivery note any requirement for the NCI to return any packaging material for the Goods to the Vendor. Any such packaging material shall only be returned to the Vendor at the cost of the Vendor.

5.2 The Vendor shall deliver the Goods:

5.2.1 on the date specified in the Purchase Order or, if no such date is specified, then within 14 days of the date of the Purchase Order;

5.2.2 to the delivery address set out in the Purchase Order or as instructed by the NCI before delivery ("**Delivery Location**"); and

5.2.3 during the NCI's normal hours of business on a Business Day, or as instructed by the NCI.

5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

5.4 The Vendor shall not deliver the Goods in instalments without the NCI's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Vendor to deliver any one instalment on time or at all or any defect in an instalment shall entitle the NCI to the remedies set out in clause 7.1 (*NCI remedies*).

5.5 Title and risk in the Goods shall pass to the NCI on completion of delivery.

## **6. Supply of Services**

6.1 The Vendor shall supply the Services to the NCI in accordance with the terms of the Contract, from such date, for such duration and/or at such frequency as may be specified in the relevant Purchase Order.

6.2 The Vendor shall meet any performance dates for the Services specified in the Purchase Order or that the NCI notifies to the Vendor and time is of the essence in relation to any of those performance dates.

6.3 In providing the Services, the Vendor shall:

6.3.1 co-operate with the NCI in all matters relating to the Services, and comply with all instructions of the NCI;

- 6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Vendor's industry, profession or trade;
- 6.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Vendor's obligations are fulfilled in accordance with the Contract;
- 6.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the NCI expressly or impliedly makes known to the Vendor;
- 6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 6.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the NCI, will be free from defects in workmanship, installation and design;
- 6.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 6.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies (if any);
- 6.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the NCI's premises;
- 6.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by the NCI to the Vendor ("**NCI Materials**") in safe custody at its own risk, maintain the NCI Materials in good condition until returned to the NCI, and not dispose or use the NCI Materials other than in accordance with the NCI's written instructions or authorisation;
- 6.3.11 not do or omit to do anything which may cause the NCI to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Vendor acknowledges that the NCI may rely or act on the Services; and
- 6.3.12 comply with any additional obligations as set out in the Service Specification.
- 6.4 The Vendor warrants, undertakes and agrees that it has not committed, and it shall not commit or permit to be committed by its personnel, any Prohibited Act.

## **7. NCI remedies**

- 7.1 If the Vendor fails to deliver the Goods and/or perform the Services by the applicable date, the NCI shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
  - 7.1.1 to terminate the Contract with immediate effect by giving written notice to the Vendor;
  - 7.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Vendor attempts to make;

- 7.1.3 to recover from the Vendor any costs incurred by the NCI in obtaining substitute goods and/or services from a third party;
- 7.1.4 to require a refund from the Vendor of sums paid in advance for Services that the Vendor has not provided and/or Goods that it has not delivered; and
- 7.1.5 to claim damages for any additional costs, loss or expenses incurred by the NCI which are in any way attributable to the Vendor's failure to meet such dates.
- 7.2 If the Goods are not delivered by the applicable date, the NCI may, at its option, claim or deduct 5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods. If the NCI exercises its rights under this clause 7.2 it shall not be entitled to any of the remedies set out in clause 7.1 in respect of the Goods' late delivery.
- 7.3 If the Vendor has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, the NCI shall have one or more of the following rights, whether or not it has accepted the Goods:
  - 7.3.1 to terminate the Contract with immediate effect by giving written notice to the Vendor;
  - 7.3.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Vendor at the Vendor's own risk and expense;
  - 7.3.3 to require the Vendor to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 7.3.4 to refuse to accept any subsequent delivery of the Goods which the Vendor attempts to make;
  - 7.3.5 to recover from the Vendor any expenditure incurred by the NCI in obtaining substitute goods from a third party; and
  - 7.3.6 to claim damages for any additional costs, loss or expenses incurred by the NCI arising from the Vendor's failure to supply Goods in accordance with clause 4.1.
- 7.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Vendor.

## **8. NCI's obligations**

The NCI shall:

- 8.1.1 provide the Vendor with reasonable access at reasonable times to the NCI's premises for the purpose of providing the Services; and
- 8.1.2 provide such necessary information for the provision of the Services as the Vendor may reasonably request.

## **9. Charges and payment**

- 9.1 The price for the Goods:
  - 9.1.1 shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Vendor's published price list in force at the Commencement Date; and



- 9.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the NCI.
- 9.2 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Vendor in respect of the performance of the Services. Unless otherwise agreed in writing by the NCI, the charges shall include every cost and expense of the Vendor directly or indirectly incurred in connection with the performance of the Services.
- 9.3 In respect of the Goods, the Vendor shall invoice the NCI on or at any time after completion of delivery. In respect of Services, the Vendor shall invoice the NCI on completion of the Services. Each invoice shall include such supporting information required by the NCI to verify the accuracy of the invoice, including but not limited to the relevant purchase order number. The Vendor shall send each invoice by email to [accounts.payable@churchofengland.org](mailto:accounts.payable@churchofengland.org) or to such other email address as is specified by the NCI in writing.
- 9.4 In consideration of the supply of Goods and/or Services by the Vendor, the NCI shall pay the invoiced amounts within 30 days of the date of receipt of a correctly rendered invoice to a bank account nominated in writing by the Vendor.
- 9.5 All amounts payable by the NCI under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (“VAT”). Where any taxable supply for VAT purposes is made under the Contract by the Vendor to the NCI, the NCI shall, on receipt of a valid VAT invoice from the Vendor, pay to the Vendor such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.6 If the NCI fails to make a payment due to the Vendor under the Contract by the due date, then the NCI 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 9.6 will accrue each day at 3% a year above the Bank of England’s base rate from time to time, but at 3% a year for any period when that base rate is below 0%.
- 9.7 The Vendor shall maintain complete and accurate records of the time spent and materials used by the Vendor in providing the Services, and the Vendor shall allow the NCI to inspect such records at all reasonable times on request.
- 9.8 The NCI may at any time, without notice to the Vendor, set off any liability of the Vendor to the NCI against any liability of the NCI to the Vendor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the NCI of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **10. Intellectual Property Rights**

- 10.1 Nothing in this Contract shall affect the Intellectual Property Rights existing prior to the date of this Contract.
- 10.2 Unless otherwise agreed by the parties in writing, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any NCI Materials) shall be owned by the Vendor.



- 10.3 The Vendor grants to the NCI, or shall procure the direct grant to the NCI of, a fully paid-up, worldwide, non-exclusive, transferable, assignable, sub-licensable, royalty-free perpetual and irrevocable licence to use, copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 10.4 The NCI grants the Vendor a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the NCI to the Vendor for the term of the Contract to the extent necessary for the purpose of providing the Services to the NCI.
- 10.5 All NCI Materials are the exclusive property of the NCI.

## **11. Indemnity**

- 11.1 The Vendor shall indemnify the NCI against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by the NCI arising out of or in connection with:
- 11.1.1 any claim made against the NCI 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, or receipt, use or supply of the Services (excluding the NCI Materials);
- 11.1.2 any claim made against the NCI by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- 11.1.3 any claim made against the NCI by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 11.2 This clause 11 shall survive termination of the Contract.

## **12. Insurance**

During the term of the Contract and for a period of 3 years thereafter, the Vendor shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the NCI'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.

## **13. Data Protection**

Both parties will comply with all applicable requirements of the Data Protection Legislation. The parties do not anticipate that any personal data will be shared under this Contract. If personal data will be shared between the parties, the parties will consider whether any additional documentation is required in order for the parties to comply with their respective obligations under the Data Protection Legislation.

## **14. Confidentiality**

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:

- 14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 14; and
- 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## **15. Termination**

15.1 Without affecting any other right or remedy available to it, the NCI may terminate the Contract:

15.1.1 with immediate effect by giving written notice to the Vendor if:

- (a) there is a change of control of the Vendor; or
- (b) the Vendor's financial position deteriorates to such an extent that in the NCI's opinion the Vendor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (c) the Vendor commits a Prohibited Act; or
- (d) the Vendor commits a breach of clause 6.3.8 (*Compliance with applicable laws*); or

15.1.2 for convenience by giving the Vendor not less than 30 days' written notice.

15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

15.2.2 the other party 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), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

15.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## **16. Consequences of termination**

16.1 On termination of the Contract, the Vendor shall immediately deliver to the NCI all Deliverables whether or not then complete, and return all NCI Materials. If the Vendor fails to do so, then the NCI may enter the Vendor's premises and take possession of them. Until they have been returned or delivered, the Vendor shall be

solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 17. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Contract by giving 5 days' written notice to the affected party.

## 18. General

### 18.1 Assignment and other dealings.

18.1.1 The NCI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

18.1.2 The Vendor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the NCI.

### 18.2 Notices.

18.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address specified in the Purchase Order or otherwise specified by the relevant party in writing, or sent by email to the address specified in the Purchase Order or otherwise specified by the relevant party in writing.

18.2.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.2.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible,

the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 18.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 18.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.7 **Conflict.** This Contract is made up of the following: (1) the Purchase Order, (2) these Conditions and (3) the Mandatory Policies. If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
- 18.8 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 18.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.11 **Jurisdiction.** 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.