



**THE NATIONAL ASSEMBLY FOR WALES COMMISSION  
STANDARD CONDITIONS OF CONTRACT FOR THE PURCHASE OF  
SERVICES  
NAW1**



## **1. Definitions**

In these Conditions of Contract:-

“We” means the National Assembly for Wales Commission, and "us", "our" and “National Assembly for Wales” are also used in relation to the National Assembly for Wales Commission;

“You” or “your” means you, the person, partnership or company who supplies us with Services under a Purchase Order;

“Services” means the services to be provided to us by you under a Purchase Order;

“Purchase Order” means our form headed "Purchase Order" or a contract award letter sent to you by us, and any accompanying specification or documentation setting out our requirements for the Services which includes the price and specification of the Services;

“Contract” means the contract between you and us for the provision of the Services which is made up of the Purchase Order and these conditions. When “Contract” is referred to in these conditions, it means these conditions and the Purchase Order read together;

"Rules and Regulations" means all applicable legislation and regulations, including those that are in draft form or are out for consultation, and legal standards or requirements set down under such legislation and regulations;

“Premises” mean the National Assembly for Wales estate comprising the Senedd, Assembly Buildings and Pierhead Building, Cardiff Bay, Cardiff CF99 1NA and North Wales Visitor Centre Ground Floor, Princes Park, Princes Drive, Colwyn Bay, LL29 8PL and any other buildings or premises occupied by the National Assembly for Wales;

“your Personnel” means any person you use when providing the Services to us, for example, any employee, agency worker, temporary worker, sub-contractor or any personnel of a sub-contractor.

## **2. Provision of Services**

- 2.1 The Services must be provided to our reasonable satisfaction and must be carried out to a high standard of care and accuracy. The Services must conform in full with the requirements and specification set out in the Purchase Order. If the provision of the Services will incorporate any materials, these must be of sound quality, workmanship and design.
- 2.2 You will start and complete the Services on and by the dates set out in the Purchase Order.

- 2.3 If we ask you will give us detailed programmes of the order in which you will provide the Services and how you will provide the Services. We may tell you in what order to provide the Services and you will comply with that request. If we ask, you will also give us progress reports on the carrying out of the Services and will meet with us to discuss and review the Services provided.

### **3. Payment**

- 3.1 You will invoice us monthly in arrears for Services carried out on the basis and at the price or rates set out in the Purchase Order or in the contract award letter.
- 3.2 You will send your invoice to the National Assembly for Wales, Financial Services, 1<sup>st</sup> Floor, Assembly Building, Cardiff Bay, Cardiff CF99 1NA. Each invoice must clearly identify the Purchase Order to which it relates. If there is more than one invoice under a Purchase Order, each invoice must identify the part of the Services to which that invoice relates, and the last invoice in respect of a Purchase Order must be clearly marked to show that it is the last.
- 3.3 Prices are exclusive of Value Added Tax unless otherwise stated in the Purchase Order. If any Value Added Tax is to be paid, you will show this separately on your invoices.
- 3.4 Unless otherwise stated in the Purchase Order, we will pay all valid invoices within 30 days of having received them, provided that the Services have been completed to our satisfaction.
- 3.5 If we are late in paying an invoice please write to Accounts Payable, National Assembly for Wales, Financial Services, 1<sup>st</sup> Floor, Assembly Building, Cardiff Bay, Cardiff CF99 1NA., and if it is not then paid, write to the Head of Finance, The, Financial Services, 1<sup>st</sup> Floor, Assembly Building, Cardiff Bay, Cardiff CF99 1NA.. This procedure is suggested as the best practical way of ensuring problems of late payment are resolved, and is not intended to interfere with your legal rights or our legal rights to dispute the sum due.

### **4. Changes to the Services**

- 4.1 We may change or vary our requirements for the Services, or any part of them.
- 4.2 If we decide to do this before you start providing the Services, we will tell you about the changes as soon as we reasonably can before you were originally due to begin providing the Services.
- 4.3 If we decide to do this after you have started providing the Services, you will comply with the changes as soon as it is reasonably possible for you to do this after we have told you of the change.

- 4.4 We will only be able to change our requirements if we have been able to agree with you the change to the price (if any) which is necessary as a result of the change to our requirements. In reaching agreement on any change to the price which is necessary, both parties will act in a reasonable manner.

## **5. Relationship**

- 5.1 You are and must at all times act as an independent contractor. You are not our employee, agent or representative and you have no authority to act on our behalf. You will not act in any way which would give the impression that you are our employee, agent or representative.
- 5.2 As you are our independent contractor, we will not be liable for anything you do or fail to do including anything you do which causes any person to make a claim against you.

## **6. Your Personnel**

- 6.1 You will ensure that you make available adequate resources for the provision of the Services, and that your Personnel are competent, properly trained and suitably qualified to perform the Services.
- 6.2 If we ask, you will give us a list of the names and addresses of your Personnel involved in providing the Services and the tasks which each person will be carrying out together with any other information or documents we may ask to see.
- 6.3 The key personnel shall be those specified as such in the Purchase Order, and also those personnel which we notify to you in writing during the Contract are to be treated as such.
- 6.4 The key personnel will be made available by you to carry out the Services.
- 6.5 You will not make any change or replacement to key personnel unless we have agreed to that change or replacement.
- 6.6 You will comply with, and will ensure that all your Personnel comply with, any instructions we issue to you relating to security and access to the Premises (including the carrying, display and return of security passes).
- 6.7 All your Personnel must be security cleared by us before they start work on the Services at the Premises. This means you must, well in advance of the start of the Services or the date any of your Personnel are to start work at the Premises, send to our security office a National Assembly for Wales security clearance form(s) completed and signed by each member of your Personnel who needs security clearance. We can ask for further information to advance the security clearance application and you will provide us with that information as soon as possible after the request has been made. We may refuse to grant any of your Personnel security clearance. If we do refuse security clearance you can not use that as a reason to not provide the Services.

- 6.8 You will ensure that your Personnel behave at all times in an appropriate manner considering the status of the National Assembly for Wales and, in particular, will ensure that they are generally presentable and (if appropriate) dressed in uniforms, which are clean and in good repair.
- 6.9 You will ensure that your Personnel working at the Premises do not smoke whilst on duty. In accordance with The Smoke-free Premises etc. (Wales) Regulations 2007 all enclosed or substantially enclosed areas within the Premises are non smoking premises and smoking is strictly prohibited in those areas. Smoking is only permitted in certain outside areas which will be shown to your Personnel on request.
- 6.10 Any uniforms to be worn by your Personnel working at the Premises (and any proposed changes to uniforms) must be approved by us in advance.
- 6.11 You will ensure that any of your Personnel working at the Premises only access those parts of the Premises where it is necessary for them to do so to provide the Services and then only at times when they are actually providing the Services.
- 6.12 We may at any time require that any of your Personnel be removed from the Premises or stop carrying out the Services. You will be responsible for ensuring that that person leaves the Premises and/or stops taking part in the provision of the Services. You must get that person's security pass back if they have one, and return it to us. You will replace that person with somebody else who can carry out the Services to the standard required under the Contract and you must ensure that you still carry out the Services on time and as specified in the Purchase Order.
- 6.13 We will not be liable for any costs or additional costs which arise because of any requirements under condition 6.

## **7. Materials, plant and equipment**

- 7.1 You will at your own expense supply all the materials, plant and equipment you need to provide the Services.
- 7.2 You will be responsible for the security of all the materials, plant and equipment you use in providing the Services. We will not be liable if any property belonging to you or your Personnel is stolen, lost or damaged.
- 7.3 You must get our permission before delivering to the Premises any materials, plant and equipment you will need to provide the Services. You will follow any instructions we give you about how materials, plant and equipment are to be delivered and at what times they may be delivered.
- 7.4 If we ask, you will remove from the Premises any materials, plant or equipment which we think are hazardous or dangerous.

- 7.5 At the end of each working day, and when the Services are completed, you must take away all plant, equipment and unused materials, remove all waste (unless we tell you not to) and leave the Premises in the condition in which they were found.

## **8. Materials and documents supplied to you**

- 8.1 If we provide you with materials, including equipment and documents ('materials'), free of charge for you to provide the Services, those materials will still belong to us and will not become your property.
- 8.2 You will keep the materials in good condition and you will use them only to provide the Services and for no other purpose.
- 8.3 If you or your Personnel damage or lose any of the materials we provide, you will pay for the cost of repair or replacement.
- 8.4 If we ask for any materials to be returned, you will do this immediately. You will be liable for any cost associated with returning these materials. Liability will be your responsibility until the materials are received by us.
- 8.5 If you have any materials belonging to us at the end of the Contract, you will return them to us immediately unless we tell you to dispose of them in some other way in which case you will comply with our instructions.
- 8.6 If we have supplied you with any documents or other information, you will return them to us immediately at the end of the Contract, unless you need them to prepare a termination report as required under condition 21.7. If this is the case you will return them to us at the same time as that termination report is produced.

## **9. Records**

- 9.1 You will maintain complete and accurate records of the Services including all payments made by us to you for a minimum period of six years from the date of the last payment made by us to you. If we ask, you will give us or our auditors access to your records and allow us or our auditors to take copies of your records as required.
- 9.2 This condition will apply during the Contract and after it has ended.

## **10. Bribery, corrupt gifts or payments**

- 10.1 You will ensure that in providing Services to us you comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. You will particularly ensure that you do not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010. You must therefore not offer any kind of inducement or reward (including corporate hospitality) to any of our employees so as to secure any financial advantage or improper performance.
- 10.2 You will comply with our anti-bribery policy and you will maintain your own anti-bribery policies and procedures sufficient to ensure compliance with the Bribery Act 2010 and this condition 10 generally.
- 10.3 You will ensure that any persons associated with you in delivering services under this Contract, including sub-contractors, are subject to equivalent contractual anti-bribery conditions to those set out in this condition 10. You will be responsible for the observance and performance of the equivalent conditions by those persons and will be directly liable to us for any breach.
- 10.4 You will indemnify us in respect of any breach by you of this condition 10.
- 10.5 Breach of this condition will entitle us to terminate the contract in accordance with condition 21.

## **11. Environment**

- 11.1 You will ensure that in providing the Services you comply with all relevant environmental Rules and Regulations.
- 11.2 Where possible, any materials which you use in the delivery of the Services should be able to be re-used, re-cycled or incinerated for energy recovery. You should make every effort to ensure that the provision of the Services minimises the impact on the environment.
- 11.3 If you think that a change to the Contract or to the specification would reduce the overall environmental impact of the Contract or the provision of the Services (for example by the increased use of re-cycled or re-furbished or otherwise environmentally friendly materials, or that a change would result in increased energy efficiency or reduce in other ways the impact of the Services on the environment) then you will tell us (whether or not this change would affect the price of the Services). We will consider the proposed change and may ask for a change on the basis set out in condition 4.

## **12. Health and Safety**

- 12.1 You will supply the Services in a safe manner and in a way which will not cause any risk to the health or safety of any of our employees and of any other person, including those working at and visiting the Premises or the location where the Services are being carried out.
- 12.2 You will comply with all relevant health & safety Rules and Regulations, and any other similar requirements which are applicable to the Services. You will also follow any instructions on health and safety we may issue to you.
- 12.3 You must ensure that all plant or equipment used in the delivery of the Services is safe, complies with all relevant health & safety Rules and Regulations, and does not cause any risk to the health or safety of any of our employees and of any other person, including those working at and visiting the Premises or the location where the Services are being carried out.
- 12.4 You will ensure that you do not cause us to be in breach of any applicable health & safety Rules and Regulations.
- 12.5 If any action is taken against us or we incur any loss because you have not supplied the Services in a safe manner, or have breached or caused us to breach any applicable Health & Safety Rules and Regulations, you will pay to us whatever money we have to pay out in connection with that action and/or the amount of our loss and you will also pay us any costs and expenses that we may incur in relation to the action or loss.

## **13. Indemnity and Insurance**

- 13.1 You will pay us the amount of any loss which we incur as a result of your negligence, any breach by you of the Contract, or any damage or injury caused by you in the supply of the Services. This includes losses which we may sustain because of damage to property or because of injury or loss of life. You will also pay us any costs and expenses we may have in relation to the loss.
- 13.2 You will pay us the amount of any losses which we have as a result of any other person making a claim that the Services or any part thereof breaches any intellectual property rights such as patents or copyrights that that person is entitled to. You will also pay us any costs and expenses we may have in connection with that claim.

- 13.3 You must insure yourself (and make sure that any sub-contractor insures itself) against all the potential liabilities there may be to us under the Contract, at an appropriate level of cover and with a reputable insurance company. You must maintain (and make sure that any sub-contractor maintains) public liability insurance and employers' liability insurance with reputable insurance companies at levels which are appropriate and which comply with all legal requirements. If we ask, you will immediately show us the insurance policies without delay, and evidence that the most recent premiums have been paid.
- 13.4 If you are an individual you will, if we ask, provide us with evidence of your self-employed status. We are entitled to assume you are self-employed, and you will make sure that we do not have to bear the cost of paying HM Revenue & Customs or any other Government Department any tax, national insurance or similar payments on the basis that you are not self-employed. If we have to make any such payment to HM Revenue & Customs or any other Government Department because they consider that in carrying out the Services you are not to be treated as self-employed, you will pay to us an amount equal to any money we have to pay.

#### **14. Equalities Considerations**

- 14.1 We are an equal opportunities employer and service provider. You must also be an equal opportunities employer and service provider and comply fully with equal opportunities legislation.
- 14.2 You will ensure that you do not discriminate against anyone unlawfully, or treat anyone unfairly, on the grounds of their sex, racial group (including colour, race, nationality, national or ethnic origin), disability, sexual orientation, religion, gender identity, age, trade union membership/non-membership/activities or marital, family or part-time status. You will also make sure that anyone acting on your behalf, your employees and sub-contractors involved in the Contract do not do so either, and that those involved in the management or operation of the Contract receive appropriate training on equal opportunities legislation and associated good practice.
- 14.3 You should carry out appropriate monitoring of your equal opportunities policies and employment practices and provide us with evidence of this, if we ask.
- 14.4 You will take all reasonable steps to ensure that all goods supplied under this Contract are produced in accordance with the employment legislation of, and all International Labour Organisation (ILO) conventions that have been ratified by, the country of their origin, in particular in relation to working conditions and the use of child labour.
- 14.5 Should part or all of the Services be performed at your premises, you will ensure that the premises complies fully with the requirements of the Equality Act 2010.

## **15. Confidentiality and commercially sensitive information**

- 15.1 Unless we agree, all information which you obtain from us or becomes known to you in connection with this Contract must be kept secret. This does not apply to information which is already known to the public.
- 15.2 We are subject to obligations under the Freedom of Information Act 2000 and as such may be required to disclose information held by us in relation to your tender, contract or any other recorded information to anyone who makes a valid request under that Act. Information held by us may only be withheld as a result of the exemptions in that Act.
- 15.3 Information held cannot automatically be classified as “confidential” or “commercial in confidence” to enable it to be protected from disclosure, regardless of the basis on which it was provided.
- 15.4 We may seek references from your Bank, from your current or past clients, or other referees which you give us;
- 15.5 We may disclose information in relation to any tender or competition process which we have followed in relation to the Contract. This information could be published in the Official Journal of the European Union or in other similar publications. Information we might disclose includes the number of tenders which we received, the name of the successful tenderer, the winning contract price, the specification of the Services, the terms and conditions of contract, the quality and performance standards which we set, and your performance against these standards;
- 15.6 We may disclose information relating to the Contract (including price information) to other governmental bodies. We may want to do this for the purpose of collaborative discussions with such bodies, to ensure for example that best value for money is being obtained.
- 15.7 If you disclose any of our information without consent, and that information is confidential or commercially sensitive, we will be entitled to terminate the Contract in accordance with condition 21 and you will be liable for any loss or damage we incur, including any costs and expenses, arising from the unauthorised disclosure.
- 15.8 This condition applies during the Contract and after it has ended.

## **16. Freedom of Information**

- 16.1 We operate under a Code of Practice on Public Access to Information (‘the Code’). To meet our responsibilities under the Freedom of Information Act 2000 (‘the Act’) you acknowledge that we operate under the Code and are subject to the requirements of the Act, and you will assist and co-operate with us (at your expense) to enable us to comply with our information disclosure requirements under the Act.
- 16.2 You will:

- (a) transfer any request for information to us as soon as practicable after receipt and in any event within two (2) working days of receiving a request for information;
- (b) provide us with a copy of all information in your possession or power in the form that we require within five (5) working days (or such other period as we may specify) of us requesting such Information; and
- (c) provide all necessary assistance as reasonably requested by us to enable us to respond to a request for information within the time for compliance set out in the Act.

16.3 We will, after consulting with and considering the your views, be responsible for determining at our absolute discretion whether any information:

- (a) is exempt from disclosure in accordance with the provisions of the Act; and
- (b) is to be disclosed in response to a request for information

and in no event shall you respond directly to a request for information unless expressly authorised to do so by us.

16.4 You acknowledge that we may be obliged under the Act to disclose information:

- (a) without consulting you; or
- (b) following consultation with you and having taken your views into account.

## **17. Intellectual property**

17.1 In this condition “Intellectual Property Right” means any patent, trademark, registered design, copyright or other similar right.

17.2 You must not breach any Intellectual Property Rights of any third party.

17.3 All Intellectual Property Rights in any items produced (in whatever form) by you for us in connection with the Services will belong to us and be our property. You will, if we ask, sign any document that we require as evidence of the transfer of Intellectual Property Rights to us under this condition.

17.4 This condition will apply during the Contract and after it has ended.

## **18. Data Protection**

- 18.1 In this condition 18 the term Personal Data has the same meaning given in the Data Protection Act 1998 ("the 1998 Act") and "processed" and "process" shall be construed in accordance with the 1998 Act.
- 18.2 You will comply with the 1998 Act and any other applicable data protection legislation. In particular you agree to comply with the obligations placed on us by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:
- (a) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on us by the Seventh Principle;
  - (b) only to process Personal Data for and on behalf of us, in accordance with our instructions and for the purpose of performing your obligations under the Contract and to ensure compliance with the 1998 Act; and
  - (c) to allow us to audit your compliance with the requirements of this condition 18 on reasonable notice and/or to provide us with evidence of its compliance with the obligations set out in this condition 18.
- 18.3 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses we as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by you, your employees or agents in your performance of the Contract or as otherwise agreed between the parties to the Contract.
- 18.4 Both parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes you providing us with reasonable assistance in complying with subject access requests served on us under Section 7 of the 1998 Act and you consulting with us prior to the disclosure by you of any Personal Data in relation to those requests.

## **19. Publicity**

- 19.1 You will not mention our name in connection with the Contract or disclose the existence of the Contract in any publicity material or any other publication unless we have previously agreed to this in writing.
- 19.2 This condition will apply during the Contract and after it has ended.

## **20. Termination on Insolvency**

- 20.1 We may immediately terminate the Contract by informing you in writing:

- (a) If someone takes action against you which could lead to you being made bankrupt or insolvent or if you make any arrangement with people who you owe money to which could be regarded as an "arrangement with creditors"; or
- (b) If you are a company, if you are insolvent or any action is taken to wind up the company, or any official (such as an administrator, liquidator or receiver) is appointed to manage any of the affairs or assets of the company or you make any arrangement with people who you owe money to which could be regarded as an "arrangement with creditors".

20.2 If we do take any of the above action it will not affect any other rights we may have against you in relation to the Contract.

## **21. Termination**

- 21.1 If we think that you have breached this Contract in any way, we will tell you and you must, if possible, take steps to remedy that breach to our satisfaction.
- 21.2 If you do not do this within 7 days of us telling you that you have breached the Contract, or if we do not think that you will be able to do this),, we can terminate the Contract immediately by informing you in writing.
- 21.3 If you become mentally or physically incapable of completing the Contract, either through illness or for some other reason, we can terminate the Contract immediately by informing you in writing.
- 21.4 If we terminate the Contract under conditions 21.2 or 21.3, we may instruct somebody else to complete the Contract, and will be able to use the materials you have left at the Premises, without charge.
- 21.5 If we do instruct somebody else to complete the Services, we will not pay you any money until the Services have been completed. We will deduct what we have had to pay somebody else to complete the Services from the money we are due to pay to you. If the money we pay to somebody else to complete the Services is more than we would have paid to you under the Contract, we will not pay you anything further and if this is the case, you will pay us the difference.
- 21.6 We may cancel the Contract at any time for any reason by giving you 30 days' notice in writing.
- 21.7 If we terminate or cancel the Contract, you will provide us with a termination report on the work done under the Contract, and that termination report will include your recommendations to us based on that work.

## **22. Recovery of Sums Due**

- 22.1 If you owe us any money under the Contract, and at the same time we owe or are due to pay you money, either under this Contract or for any other reason, we can deduct the money you owe us from the money we owe or are due to pay you.

## **23. Assignment and Sub-Contracting**

- 23.1 Unless we agree, you are not allowed to sub-contract, transfer, novate or assign the Contract or any part of it.
- 23.2 If you are allowed to sub-contract any work under the Contract, you will still be responsible to us for carrying out the Contract. If we ask you will provide us with full details of your sub-contractor. We can take action against you if your sub-contractor fails to complete the work to the required standard.
- 23.3 Where you sub-contract any work under the Contract, that sub-contract must contain a clause requiring you to pay your sub-contractor within 30 days of you receiving a valid invoice from your sub-contractor. We may ask the sub-contractor to confirm that they have been paid in accordance with this condition.

## **24. General Legal Obligations**

- 24.1 In addition to the obligations referred to in these Conditions of Contract, you will comply with all other relevant Rules and Regulations and hold any licence, permit and/or certificate required by law for the performance of the Contract.

## **25. Contractor Performance Management**

- 25.1 Specific performance targets relating to the quality or standard of work delivered under the Contract may be agreed prior to contract award and these targets will be jointly reviewed periodically to ensure their appropriateness.
- 25.2 You will be responsible for meeting the performance targets and providing the required information to us. We will be ultimately responsible for measuring your performance. You will at all times provide the output required with a high standard of care and accuracy.
- 25.3 You must effectively monitor your own performance to ensure that our requirements under the Contract are being fully met, except for any areas where it has been agreed that we will undertake the monitoring role.
- 25.4 If required by us, performance review meetings may take place and their requirement and frequency will be determined by the Contract Manager.

- 25.5 If you are required to collate performance data then this must be in user-friendly management information reports. The format, content and frequency of these reports must be agreed with us and submitted at least 5 working days prior to each performance review meeting.
- 25.6 You will supply us with any management information as we may reasonably request from time to time, and will do so within 5 working days of any such request and at no charge to us.
- 25.7 We may request that you jointly develop a risk register with us. This would identify potential problems, and their causes, and assess the probability of occurrence of risks and the relative impacts.
- 25.8 We will then agree which party is best able to manage the risks, and devise strategies to minimise the risks. You will fully participate in this process and will fully manage all risks for which you are responsible.

## **26. Key Performance Indicators (KPIs)**

- 26.1 If formal KPIs are included within the Contract documentation then the following shall apply:
- (a) KPIs are a list of indicators which state the expected level of performance and quality of service to be delivered. These do not represent all the outputs required but the chosen KPIs to be formally measured;
  - (b) you will attend performance review meetings and the frequency of these meetings is indicated on the KPI document and may be varied by us as appropriate;
  - (c) a KPIs scoring sheet will be completed by us, and discussed with you at each performance review meeting. This form enables your performance to be measured in a consistent, objective and accurate manner;
  - (d) we will be looking for you to maintain a high performance level and aim to achieve a period-on-period increase in total KPI score as well as improvements in individual areas;
  - (e) should any instances of sub-standard performance occur, or if the overall score achieved in any reporting period is considered unsatisfactory we will agree an action plan with you and record this. Continued failure in performance may lead to termination procedures being invoked;
  - (f) amendments to KPIs will be documented in the minutes of the performance review meetings. Any revised KPIs will be formalised into the Contract via a formal contract variation; and

- (g) we may highlight performance publicly e.g. on our website and intranet, in responding to requests for references, or in response to individual requests received under Freedom of Information legislation.

## **27. Notices**

- 27.1 Any notice to be sent by you or by us in connection with the Contract can be sent by letter or by fax. Notices should be sent to the addresses shown on the Purchase Order. Either of us can change the address for notices by telling the other in writing the new address, but the previous address will continue to remain valid for 7 days after the change is notified.
- 27.2 If sent to the correct address, a notice will be treated as received 48 hours after sending if a letter or 24 hours if a fax even if it is not actually received.

## **28. Dispute Resolution**

- 28.1 If any claim or dispute arises under or in connection with the Contract, the parties will attempt to settle such claim or dispute by negotiation.
- 28.2 If any claim or dispute cannot be settled by negotiation within 21 calendar days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties must, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 28.3 If the parties have not settled any claim or dispute by mediation within 42 calendar days from the initiation of the mediation, the dispute may be referred to and finally resolved by the courts in accordance with condition 30.

## **29. Third Party rights**

- 29.1 A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

## **30. Governing Law**

- 30.1 The Contract is made under the law of England & Wales and the Courts will have authority to settle any dispute.