

TERMS & CONDITIONS – RICHARD MEAKIN (GROUNDWORK) LIMITED

REGISTERED OFFICE: 11 College Avenue, Melton Mowbray, Leicestershire, LE13 0AB,
COMPANY REGISTRATION NO. 07522350

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010
Business Day	means a day other than a Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Customer	means insert full registered company name and trading name (if any) and registered number place of registration, VAT number, registered or supervisory body
Conditions	means the Customer's terms and conditions of purchase set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;
Deliverables	means the Goods or Services or both as the case may be;
Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce;
Goods	means the goods and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer;
Location	means the address(es) for delivery of the Goods and performance of the Services as set out in the Order;
Modern	means the Customer's anti-slavery and human trafficking policy in force and

Slavery Policy	notified to the Supplier from time to time;
Order	means the Customer's order for the Deliverables as set out in the Customer's order form;
Price	has the meaning given in clause 3.1;
Supplier	means the person who sells the Deliverables to the Customer and whose details are set out in the Order;
Services	means the services set out in the Order and to be supplied by the Supplier to the Customer;
Specification	means the description or specification of the Deliverables set out or referred to in the Order; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10 a reference to legislation is a reference to that legislation as in force at the date of the Contract OR amended, extended, re-enacted or consolidated from time to time;
- 1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Deliverables subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.
- 2.6 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.

3 Price

- 3.1 The price for the Deliverables shall be as set out in the Order. No increase in the Price may be made after the Order is placed, unless agreed in writing.
- 3.2 The Price includes packaging, delivery, unloading, unpacking of the Goods

4 Payment

- 4.1 The Supplier shall invoice the Customer for: (a) the Goods no sooner than completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods, (b) Services no sooner than completion of performance of the Services or, if later, the Customer's acceptance of the Services.

The Customer shall pay each validly submitted invoice of the Supplier as specified on the invoice. The due date will be listed accordingly.

- 4.2 Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from the Customer's breach, the Customer shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of *two* per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.3 VAT shall be charged by the Supplier and paid by the Customer at the then applicable rate.

5 Cancellation

- 5.1 The Customer shall have the right to cancel the Order for the Deliverables within 14 days of acceptance or for any part of the Deliverables which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, the Customer.
- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, the Customer shall pay for:
- 5.2.1 in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to the Customer; and
- 5.2.2 in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund; and
- 5.2.3 in respect of any Services.

6 Delivery and performance

6.1 The Goods shall be delivered by the Supplier to the Location on the date specified in the Order. The Goods shall be deemed delivered by the Supplier only on completion of unloading of the Goods at the Location.

The Services shall be performed by the Supplier at the Location on the date specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location.

6.2 The Deliverables shall not be delivered by or performed in instalments unless otherwise agreed in writing by the Customer.

6.3 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:

6.3.1 the date of the Order;

6.3.2 the relevant Customer and Supplier details;

6.3.3 if Goods, the product numbers and type and quantity of Goods in the consignment;

6.3.4 if Services, the category, type and quantity of Services performed;

6.3.5 any special instructions, handling and other requests; and

6.3.6 in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.

6.4 Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer's sole discretion:

6.4.1 to terminate the Contract in whole or in part;

6.4.2 to purchase the same or similar Deliverables from a supplier other than the Supplier;

6.4.3 to recover from the Supplier all costs and losses resulting to the Customer, including the amount by which the price payable by the Customer to acquire those Deliverables from another supplier exceeds the price payable under the Contract and any loss of profit; and

6.4.4 all or any of the foregoing.

6.5 If the Customer fails to accept delivery of the Goods on the date or within the period set out in the Order, the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay storage charges at the Supplier's then applicable rate.

6.6 The provisions of clause 6.4 shall not apply to the extent the Customer fails to make the Location available to the Supplier for performance of the Services.

7 Acceptance, rejection and inspection

7.1 The Customer shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled.

7.2 The **Acceptance Conditions** are that:

7.2.1 for Goods, the Goods have been delivered to or at the Location;

7.2.2 for Services, the Services have been performed at the Location; and

7.2.3 the Customer has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the terms and conditions of the Contract.

- 7.3 The Customer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including its right to reject. If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 7.4 Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk. The Supplier shall pay to the Customer a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.5 The Customer may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier shall provide the Customer with all facilities reasonably required.
- 7.6 Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Customer's rights and remedies, including its right to reject.
- 7.7 The rights of the Customer in this clause 7 are without prejudice to the Customer's rights under clause 9.

8 Title and risk

- 8.1 Risk in the Goods shall pass to the Customer on delivery.
- 8.2 Title to the Goods shall pass to the Customer on the sooner of: (a) payment by the Customer for the Goods; or (b) delivery of the Goods to the Customer.
- 8.3 The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.
- 8.4 Either the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the Customer or any specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 The Supplier warrants and represents that it:
- 8.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and
 - 8.5.2 shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9 Warranty

- 9.1 The Supplier warrants and represents that, for a period of 12 months from delivery (the **Warranty Period**), the Deliverables shall:
- 9.1.1 conform in all material respects to any sample, their description and to the Specification;
 - 9.1.2 be free from defects in design, material and workmanship;
 - 9.1.3 comply with all applicable laws, standards and best industry practice;
 - 9.1.4 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 9.1.5 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
 - 9.1.6 be fit for purpose and any purpose held out by the Supplier; and

- 9.1.7 any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2 The Supplier agrees that the approval by the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.3 The Supplier warrants that it understands the Customer's business and needs.
- 9.4 The Customer may reject any Deliverables that do not comply with clause 9.1 and the Supplier shall, at the Customer's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that the Customer serves a written notice on the Supplier within the Warranty Period that some or all of the Deliverables do not comply with clause 9.1
- 9.5 The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 9.6 The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s12 to 16 and the Sale of Goods Act 1979, s13 to 15.
- 9.7 The Customer shall be entitled to exercise its rights under clause 9 regardless of whether the Deliverables have been accepted under the Acceptance Conditions and notwithstanding that the Deliverables were not rejected following their initial inspection under clause 7.3.

10 Anti-bribery

- 10.1 For the purposes of this clause 10 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 10.2.1 all of that party's personnel;
- 10.2.2 all others associated with that party; and
- 10.2.3 all of that party's subcontractors;
involved in performing the Contract so comply.
- 10.3 Without limitation to clause 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 10.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 10.

11 Anti-slavery

- 11.1 The Supplier undertakes, warrants and represents that:
- 11.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**);
or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

11.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

11.1.3 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

12 Indemnity and insurance

12.1 The Supplier shall indemnify, and keep indemnified, the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.

12.2 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Deliverables and any of the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Customer, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to the Customer the benefit of such insurance.

13 Limitation of liability

13.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.

13.2 Subject to clauses 13.34, the Customer shall not be liable for consequential, indirect or special losses.

13.3 The limitations of liability set out in clause **Error! Reference source not found.** shall not apply in respect of any indemnities given by either party under the Contract.

13.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

13.4.1 death or personal injury caused by negligence;

13.4.2 fraud or fraudulent misrepresentation;

13.4.3 any other losses which cannot be excluded or limited by applicable law;

14 Confidentiality and announcements

14.1 The Supplier shall keep confidential all Confidential Information of the Customer and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

14.1.1 any information which was in the public domain at the date of the Contract;

14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

14.1.3 any information which is independently developed by the Supplier without using information supplied by the Customer; or

14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

- 14.2 This clause shall remain in force in for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- 14.3 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15 Force Majeure

- 15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 15.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 15.1.2 uses best endeavours to minimise the effects of that event.
- 15.2 If, due to Force Majeure, a party:
- 15.2.1 is or shall be unable to perform a material obligation; or
 - 15.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;
the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

16 Termination

- 16.1 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if:
- 16.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable;
 - 16.1.2 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 16.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 16.2 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:
- 16.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case;
 - 16.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.2.5 has a resolution passed for its winding up;
 - 16.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 16.2.8 has a freezing order made against it;
 - 16.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;

16.2.10 is subject to any events or circumstances analogous to those in clauses 17.1 to 17.6 in any jurisdiction;

16.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clause 17 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

16.3 The Customer may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Supplier if the Supplier undergoes a change of Control.

16.4 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under clause 16, it shall immediately notify the Customer in writing.

16.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Buyer at any time up to the date of termination.

17 Dispute resolution

17.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause.

17.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

17.3.1 Within seven days of service of the notice, parties shall meet to discuss the dispute and attempt to resolve it.

17.4 The specific format for the resolution of the dispute under clause 17.3.1 and, if necessary, clause **Error! Reference source not found.** shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

17.5 If the dispute has not been resolved within 14 days of the first meeting of the directors (or equivalent) then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

17.6 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 17.3 and 17.5 have been completed.

18 Notices

18.1 Any notice given by a party under these Conditions shall:

18.1.1 be in writing and in English;

18.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

18.1.3 be sent to the relevant party at the address set out in the Contract

18.2 Notices may be given, and are deemed received:

18.2.1 by hand: on receipt of a signature at the time of delivery;

18.2.2 by *Royal Mail Recorded Signed For* post: at 9.00 am on the *second* Business Day after posting;

18.2.3 by email provided confirmation is sent by first class post: on receipt of a delivery email from the correct address.

18.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 18.1 and shall be effective:

18.3.1 on the date specified in the notice as being the date of such change; or

18.4 All references to time are to the local time at the place of deemed receipt.

18.5 This clause does not apply to notices given in legal proceedings or arbitration.

19 Cumulative remedies

The rights and remedies provided in the Contract for the Customer only are cumulative and not exclusive of any rights and remedies provided by law.

20 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Supplier's obligations only.

21 Further assurance

The Supplier shall at the request of the Customer, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

22 Entire agreement

22.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

22.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

22.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

23 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Customer.

24 Assignment

24.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed.

24.2 Notwithstanding clause **Error! Reference source not found.**, the Supplier may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Customer prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Supplier acknowledges and agrees that any act or omission of its Affiliate in relation to the Supplier's rights or obligations under the Contract shall be deemed to be an act or omission of the Supplier itself.

25 Set off

25.1 The Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract

25.2 The Supplier shall pay all sums that it owes to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

27 Equitable relief

The Supplier recognises that any breach or threatened breach of the Contract may cause the Customer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Customer, the Supplier acknowledges and agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

28 Severance

28.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

28.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29 Waiver

29.1 No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Customer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Customer.

29.3 A waiver of any term, provision, condition or breach of the Contract by the Customer shall only be effective if given in writing and signed by the Customer, and then only in the instance and for the purpose for which it is given.

30 Compliance with law

The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

31 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

32 Costs and expenses

The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

33 Third party rights

33.1 Except as expressly provided for in clause 34, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

33.2 Any Affiliate of the Customer shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

34 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

35 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

THE SCHEDULE

Date:

Customer:

Name:

Address:

Contact:

Supplier

Name: RICHARD MEAKIN (GROUNDWORK) LIMITED

Address: 11 College Avenue, Melton Mowbray, Leicestershire, LE13 0AB

Contact:

Location:

Goods

Reference	Goods	Description	Price

Services

Reference	Services	Description	Price

Delivery and performance dates/periods:

The Supplier has read and accepts the Order and Contract subject to the Terms and Conditions

Signed by or on behalf of the Supplier.....Date.....201

Name.....Position.....

Signed by or on behalf of the Customer.....Date.....201

Name.....Position.....

