

Maybrook Saint James Limited

MAYBROOK SAINT JAMES STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND/OR SERVICES

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1. General

These General Terms and Conditions shall, to the exclusion of terms and conditions applied by third parties, govern all requests for quotations made by companies of Maybrook Saint James Ltd and any of its subsidiaries ("Maybrook Saint James Ltd") to a third party ("Supplier"/"Contractor"), as well as all agreements and acts, whether of a preparatory or executorial nature, which are related thereto, such as quotations, order confirmations, purchasing orders, orders and delivery dates, except to the extent that these General Terms and Conditions specify otherwise. These General Terms and Conditions shall not apply to the performance of work by employees from a temporary employment agency. Deviating conditions shall only apply to the extent that Maybrook Saint James Ltd expressly agrees to them in writing, and they shall apply exclusively to the agreement(s) for which they are made. These General Terms and Conditions are applicable from 30th January 2015.

2. Definitions and Interpretation

2.1 In these terms and conditions:

"Contract" means the agreement concluded between Maybrook Saint James Ltd and the Supplier/ Contractor for the supply of Goods/ Services into which these Terms and Conditions are incorporated;

"Contractor" or "Supplier" means the person who agrees to supply the Goods /Services to Maybrook Saint James Ltd and includes any person to whom all or part of the Supplier's/Contractor's obligations are assigned pursuant to clause 4;

"Goods" means the Goods to be supplied to Maybrook Saint James Ltd by the Supplier/Contractor under the Contract and shall be understood to include materials, provisions, supplies, documents and the results of Services;

"Services" means the Services to be supplied to Maybrook Saint James Ltd by the Contractor under the Contract;

"Advice" means professional or expert advice in a particular area chargeable to Maybrook Saint James Ltd by the Consultant;

"Maybrook Saint James Property" means anything issued or otherwise provided to the Supplier/Contractor in connection with the Contract by or on behalf of Maybrook Saint James Ltd;

"Party" means Maybrook Saint James Ltd or the Supplier/Contractor and "Parties" shall be interpreted accordingly;

"Price" means the price payable by Maybrook Saint James Ltd to the Supplier/Contractor in consideration of the provision of Goods/Services, excluding VAT;

"Material Default" means any breach of these Terms and Conditions or of the Contract by the Supplier/ Contractor which Maybrook Saint James Ltd

considers to be sufficiently material as to justify termination of all or part of the Contract. A breach of any of the following of these Terms and Conditions by the Supplier/Contractor shall be a Material Default: clause 10.1 (contractor's warranties), clause 11 (contractor's personnel), clause 15.6 (protection of electronic data), clause 19.5 (data protection) clause 16.2 (confidentiality) clause 23 (contractor's insurance requirements); clause 24.2 (bribery), clause 26 (non-discrimination and equality) and clause 29 (health and safety);

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);

"VAT" means value added tax;

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales;

"Intellectual Property Rights" has the meaning ascribed by clause 14.1;

"Confidential Information" has the meaning ascribed by clause 16.1;

"Force Majeure Event" has the meaning ascribed by clause 30.1

- 2.2 The interpretation and construction of the Contract shall be subject to the following provisions:
- 2.2.1 clause headings shall not affect the interpretation of these Terms and Conditions;
 - 2.2.2 a reference to any statute, enactment, order, regulation or similar instrument is a reference to it as in force from time to time taking account of any amendment or re-enactment;
 - 2.2.3 a reference to a statute or statutory provision shall include any subordinate legislation made under that statute or statutory provision;
 - 2.2.4 references to a "person" include a natural person and a corporate or unincorporated body;
 - 2.2.5 a reference to a party shall include that party's personal representatives, successors and permitted assigns;
 - 2.2.6 words in the singular shall include the plural and vice versa;
 - 2.2.7 a reference to one gender shall include a reference to the other genders;
 - 2.2.8 references to clauses are to clauses in these Terms and Conditions;
 - 2.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;

- 2.2.10 any reference to a party's consent or approval being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs;
- 2.2.11 a reference to writing or written includes fax and e-mail;
- 2.2.12 unless the Contract expressly provides otherwise, a reference to the Property is to the whole and any part of it;
- 2.2.13 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.

3. Requests for quotations

- 3.1 All requests for quotations and all information furnished in this context by or on behalf of Maybrook Saint James Ltd may contain industrial secrets, shall be treated with confidentiality and may only be used to prepare for the submission of a quotation. Except where required in preparing for the submission of a quotation or where permitted, any kind of reproduction or publication, as defined in the 1912 Copyright Act, of (or part of) a request for a quotation shall be prohibited in any shape or form.
- 3.2 If a request for a quotation explicitly deviates from these General Terms and Conditions, said deviations shall prevail. The applicability of the Supplier/Contractor's own general terms and conditions is hereby expressly ruled out.
- 3.3 The Supplier/Contractor is aware that Maybrook Saint James Ltd can also act as a supplier and/or sub-contractor and that, in such an event, each and every request for a quotation is drawn up to the best of Maybrook Saint James Ltd's knowledge on the basis of information from Maybrook Saint James Ltd's client and that Maybrook Saint James Ltd can bear no responsibility in this respect, unless expressly stated otherwise in a request for a quotation.

4. Contract

- 4.1 A quotation from a Supplier/Contractor shall be irrevocable for a period of thirty (30) days after its receipt by Maybrook Saint James Ltd, unless the request for a quotation stipulates a different period.
- 4.2 Maybrook Saint James Ltd shall be entitled at all times to terminate negotiations without giving reasons and without being liable to compensate the other party.
- 4.3 An agreement shall be deemed to have been concluded as soon as Maybrook Saint James Ltd accepts a written quotation by means of placing a written order. If, however, the order is sent after expiry of the period referred to in clause 4(1) or the order deviates significantly from the quotation, the Contract shall be deemed to have been concluded in accordance with the

order, unless the Supplier/Contractor rejects the order in writing within fourteen (14) days of the date of the order.

The following items shall form an integral part of the Contract:

- 4.3.1 the (purchase) order from Maybrook Saint James Ltd;
- 4.3.2 these General Terms and Conditions
- 4.3.3 the request for a quotation;
- 4.3.4 the quotation;
- 4.3.5 emails or telephone conversations between Maybrook Saint James Ltd and the Supplier/Contractor.
- 4.4 In the event of any contradiction between the provisions contained in two different documents, the documents shall prevail in their chronological order, with most recent taking precedence over the older one, but the existence of discussion, emails and telephone calls on their own does not imply an agreement has been made, for the Contract to be formed please refer to clause 4.3.
- 4.5 If the Supplier/Contractor has not made an offer or has made a verbal offer, the Contract shall be deemed to have been concluded by the Supplier/Contractor accepting, in writing, a written order from Maybrook Saint James Ltd within fourteen (14) days of the date of said order.
- 4.6 The Contract may only be amended and/or supplemented in writing.
- 4.7 Special terms apply pertaining to services for consultants:
 - 4.7.1 Maybrook Saint James Ltd will only appoint a consultant on the basis that the consultant has prior expert knowledge and extensive experience in the area the consultant is advising on. When engaging by Maybrook Saint James Ltd, the consultant will have been approached on that basis.
 - 4.7.2 If at any time the consultants work takes them beyond their direct knowledge and experience the consultant will provide a written notice to Maybrook Saint James Ltd to inform about this fact.
 - 4.7.3 Maybrook Saint James Ltd does not engage consultants to provide advice in the area that they are not experienced in. Maybrook Saint James Ltd will not pay for consultancy of this nature. If such an agreement is made it will be through a research agreement clearly explaining what is and what is not know and what will be paid for researching the new area.
 - 4.7.4 Maybrook Saint James Ltd does not engage consultants to provide advice that the company already has. It is the consultant's responsibility to approach Maybrook Saint James Ltd prior to providing the advice to ensure that Maybrook Saint James Ltd is not aware of or already holds the advice the consultant is to provide.

- 4.7.5 Maybrook Saint James Ltd does not charge nor does Maybrook Saint James Ltd accept any charge to or from any consultants or suppliers for the following services : time taken to read marketing material, reading brochures, engaging with the consultant to explain and educate the consultant about the company's business, informing the consultant of the facts, issues and circumstances surrounding the proposed advice and discussing the services that the consultant might provide, providing information to the consultant – including previous advice received - such as sending accounts, documents containing information about the problem or issue, and any other information requested by or used by the consultant to assess whether and how they can give the advice that the consultants believes Maybrook Saint James Ltd may wish to purchase.
- 4.7.6. Once the consultant has satisfied himself that he can provide a Service to Maybrook Saint James Ltd, Maybrook Saint James Ltd would require him to provide a quote for such Service, together with timescale and any information the consultant deems is required for the order to be delivered in accordance with clause 4.3.
- 4.7.7 If the information is not adequate or correct or useful to Maybrook Saint James Ltd, Maybrook Saint James Ltd reserves the right to return all copies of the documents, and to delete them off our servers and not have any liability for the document or any work carried out to create it.
- 4.7.8 Maybrook Saint James Ltd reserves the right to review all documents and ask them to be amended as to ensure the advice is the correct one and covers all concerns, liabilities and opportunities that, at its discretion, Maybrook Saint James Ltd expects the advice should cover.
- 4.7.9 If the advice provided by the consultant is not the correct one or does not cover all concerns, liabilities and opportunities that, at its discretion, Maybrook Saint James Ltd expects the advice should cover, Maybrook Saint James Ltd shall be entitled to reject the advice, provided that Maybrook Saint James Ltd informs the consultant accordingly within eight (8) weeks of having discovered this to be the case.
- 4.8 Maybrook Saint James Ltd does not charge nor does Maybrook Saint James Ltd accept any charge to or from the Supplier/Contractor/Consultant for the Goods/Services/Advice that are not specified in a written order from Maybrook Saint James Ltd, or that have not been agreed in writing with Maybrook Saint James Ltd prior to their delivery.

5. Quality

- 5.1 The Goods supplied and Services provided must satisfy the provisions of the Contract. They shall not be deemed to have satisfied the provisions of the Contract, if they do not possess the properties which Maybrook Saint James Ltd was entitled to expect pursuant to the Contract.
- 5.2 Where no detailed description has been provided of the requirements of the Goods and Services, they shall, in any event, be of good quality and satisfy,

at the very least, the normal requirements of reliability, effectiveness and workmanship.

- 5.3 Maybrook Saint James Ltd shall be entitled to reject Goods because they do not satisfy the provisions of the Contract, provided that Maybrook Saint James Ltd informs the Supplier/Contractor accordingly within four (4) weeks of having discovered this to be the case. If Maybrook Saint James Ltd subjects the Goods to inspection, a notification of defects which Maybrook Saint James Ltd could reasonably be expected to have detected during said inspection, must take place within four (4) weeks of the inspection having been completed.
- 5.4 The Goods delivered must be free from all special third-party charges, limitations and rights, including limitations and rights which result from or are connected with intellectual property rights, with the exception of third-party charges, limitations and rights which the Supplier informed Maybrook Saint James Ltd about in writing and which Maybrook Saint James Ltd has expressly accepted in writing. The Supplier shall hold Maybrook Saint James Ltd harmless against third-party claims in this respect, wherever and whenever such claims might be instigated, and also against any and all damage and costs which Maybrook Saint James Ltd might incur in this connection.

6. Testing and inspection.

- 6.1 Maybrook Saint James Ltd shall be entitled to test and/or inspect the Goods for, amongst other things, damage, quantity, quality and weight within 4 (four) weeks of their delivery.
- 6.2 The Supplier/Contractor shall be obliged to render, free of charge, all reasonable cooperation required by Maybrook Saint James Ltd within the context of the testing and inspection, including the granting of access to the Supplier/Contractor's facilities and the provision of personnel expertise.
- 6.3 Should the Goods become damaged or are used during testing, the Supplier/Contractor shall have no claims against Maybrook Saint James Ltd if the Goods are partially or totally rejected, and Maybrook Saint James Ltd shall have no claims against the Supplier/Contractor if the Goods are approved.
- 6.4 Should Maybrook Saint James Ltd reject the Goods or find them not to be in order during an inspection, the Supplier shall collect them at its own expense from Maybrook Saint James Ltd within fourteen (14) days of Maybrook Saint James Ltd having informed the Supplier in this respect. Should the Supplier fail to satisfy this obligation, Maybrook Saint James Ltd shall be entitled to have the Goods delivered to the Supplier at the Supplier's expense, without prejudice to any of Maybrook Saint James Ltd's other rights or claims.

7. Delivery and transfer of title.

- 7.1 The Supplier/Contractor shall deliver the Goods within the agreed period to the agreed place.

- 7.2 Maybrook Saint James Ltd shall acquire title to the Goods:
- 7.2.1 as soon as the Goods are approved or found to be in order, in cases where Maybrook Saint James Ltd tests or inspects the Goods after delivery in Accordance with clause 6;
- 7.2.2 four (4) weeks after delivery in all other cases, unless Maybrook Saint James Ltd informs the Supplier in writing within this period that the Goods do not satisfy the provisions of the Contract.

8. Risk of loss

- 8.1 The risk of loss attaching to the Goods shall pass to Maybrook Saint James Ltd with effect from the moment of delivery.
- 8.2 In the event that Maybrook Saint James Ltd rejects the Goods, finds them not to be in order during inspection, or invokes its right to dissolve the Contract on reasonable grounds or its right to have the Goods replaced, the risk of loss attaching to the Goods shall be deemed to have remained with the Supplier throughout.

9. Prices, charges, invoices and payment

- 9.1 All prices and charges shall be deemed to include all direct and indirect costs of whatever kind. The prices and charges shall be exclusive of turnover tax. Delivery shall take place D.D.P. (Delivery Duty Paid) in accordance with the Incoterms 2010.
- 9.2 The prices and charges shall be fixed, unless the agreement specifies the circumstances which may lead to price adjustments, as well as the way in which such adjustments are to take place.
- 9.3 Once Maybrook Saint James Ltd has acquired title to the Goods, the Supplier/Contractor shall send its invoices to the address specified by Maybrook Saint James Ltd in its order, quoting, in any event, the Contract number and the purchase order number (without prejudice to the other legally required invoice details) and enclosing the agreed documentation.
- 9.4 Invoices which satisfy the conditions of clause 9(3) shall be paid on the first payment date after forty-five (45) days have passed from the date of their receipt, or on the first payment date after forty-five (45) days have passed after any possible settlement or compensation of Maybrook Saint James Ltd's claims against the Supplier/Contractor has taken place. Payments dates of Maybrook Saint James Ltd are 14th or 15th and 30th or 31st of each month.
- 9.5 All payments made to Supplier/Contractor will be subject to 3% reduction to cater for retention money amounting to 3% of the Contract sum. The payment of retention money will be made within one year after the completion of the Contract providing that all necessary repairs will have been

done to the satisfaction of Maybrook Saint James Ltd before this payment is made.

- 9.6 Maybrook Saint James Ltd shall not be required to pay a proportional part of an invoice if it has not received the agreed quantity of Goods at the agreed address or, in the case of Services, the full scope of the Service has not been provided.
- 9.7 Payment as described in clause 9(4) shall not prejudice any possible recovery rights or other claims on the part of Maybrook Saint James Ltd with regard to the Goods delivered and/or Services rendered.
- 9.8 Invoices and payments shall take place in GBP currency, unless otherwise specified in a purchase order.
- 9.9 Should Maybrook Saint James Ltd have failed to pay an invoice which satisfies the conditions of clause 9(3), without a valid reason, within the period specified in clause 9(4), Maybrook Saint James Ltd shall be liable to pay interest on the amount owed to the Supplier/Contractor, to be calculated on an annual basis and equivalent to the interest rate of the European Central Bank.
- 9.10 The expiry of a payment period or non-payment of an invoice by Maybrook Saint James Ltd, shall not entitle the Supplier/Contractor to terminate its Services or, in the event that the expiry or non-payment is a result of the defective nature of the invoiced Goods or Services and/or the inaccuracy (of the content) of the invoice (details), to postpone its Services.

10. Provision of Services

- 10.1 The Contractor warrants to Maybrook Saint James Ltd that:
 - 10.1.1 the Contractor will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
 - 10.1.2 the manner in which the Services are provided will conform to Maybrook Saint James Ltd specification and the terms of the Contract;
 - 10.1.3 the Services will be provided in accordance with all applicable legislation from time to time in force and the Contractor will inform Maybrook Saint James Ltd as soon as it becomes aware of any changes in that legislation.
- 10.2 The Contractor will provide timely commencement and provision of the Services in accordance with time scales agreed by Maybrook Saint James Ltd. Time shall only be of the essence of the Contract if Maybrook Saint James Ltd so specifies in writing.
- 10.3 Maybrook Saint James Ltd's rights under these Terms and Conditions are in addition to the statutory terms implied in favour of Maybrook Saint James Ltd by the Supply of Goods and Services Act 1982 and any other statute.

- 10.4 Without prejudice to any other rights or remedies of Maybrook Saint James Ltd (including but not limited to those in clause 32):
- 10.4.1 Maybrook Saint James Ltd may reduce the Price payable in respect of any Services by a reasonable amount in circumstances where, in the reasonable opinion of Maybrook Saint James Ltd, the Contractor has either failed to provide those Services or has provided them inadequately;
- 10.4.2 where Maybrook Saint James Ltd notifies the Contractor that they consider any work comprising part of the Services to be inadequate or in any way differing from the Contract (and this is other than because of Maybrook Saint James Ltd's own default) the Contractor shall at its own expense re-schedule and perform the work in accordance with the Contract within such reasonable time as may be specified by Maybrook Saint James Ltd;
- 10.4.3 the Contractor shall reimburse Maybrook Saint James Ltd for all reasonable costs/losses incurred by the company which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract arising other than as a result of a Force Majeure Event;
- 10.4.4 the Contractor shall reimburse Maybrook Saint James Ltd for all reasonable costs/losses incurred by the company which have arisen as a direct consequence of non-performance of any part of the Contract by the Contractor or its sub-contractors arising other than as a result of a Force Majeure Event.
- 10.5 Maybrook Saint James Ltd may at any time notify the Contractor in writing to suspend provision of the Services. If Maybrook Saint James Ltd gives such notification to the Contractor or otherwise delays the Contractor's ability to provide the Services (other than as a consequence of a Force Majeure Event or a breach of contract or breach of duty on the part of the Contractor) Maybrook Saint James Ltd shall, subject to the Contractor using its best endeavours to mitigate its losses, reimburse the Contractor:
- 10.5.1 for any resulting unavoidable and reasonably foreseeable direct losses; and
- 10.5.2 for the cost of any binding commitments entered into by the Contractor with a third party which cease to be required due to the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).
- 10.6 Maybrook Saint James Ltd shall have the power to inspect and examine the performance of the Services at their Premises at any reasonable time or, provided that they give reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.
- 10.7 The provisions of this clause 10 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Contractor.
- 10.8 The Contractor is unconditionally authorised to perform the Services and deliver the Goods encompassed in the context of the Contract.

- 10.9 The Goods are suited to the purpose for which Maybrook Saint James Ltd ordered and received them.
- 10.10 The employees and third parties whose services the Contractor uses in the performance of its contractual obligations have sufficient and relevant expertise, experience and training.
- 10.11 All Services rendered and Goods delivered in the context of the Contract satisfy all the relevant laws and regulations in this respect, which shall also be understood to include EU regulations, in, amongst others, the field of hazardous components, certification and standardisation.
- 10.12 The Contractor possesses the permits and licences required for the performance of the Contract.
- 10.13 If, in the opinion of Maybrook Saint James Ltd, the warranty stipulations described in the first paragraph have not been satisfied, the Contractor shall be deemed to be in default and Maybrook Saint James Ltd shall be entitled to exercise, forthwith and without seeking court intervention, the rights which it derives from said default. The resulting costs shall be at the Contractor's expense.
- 10.14 Clause 10(1) through (13) shall not prejudice, either during or after the warranty period, the rights or claims which Maybrook Saint James Ltd can derive from an event of default.

11. Contractor's Personnel

- 11.1 The Contractor agrees that if required by Maybrook Saint James Ltd it will submit any person employed by the Contractor or its sub-contractors to Maybrook Saint James Ltd's security vetting procedure. The Contractor further agrees that unless Maybrook Saint James Ltd agrees otherwise in writing any individual who refuses to submit to such vetting procedure or who does not attain the requisite clearance will not carry out any work on the Services supplied under the Contract.
- 11.2 Whenever requested to do so by Maybrook Saint James Ltd in writing the Contractor shall within five Working Days provide a list of the names and addresses of all persons who may at any time require admission to Maybrook Saint James Ltd's Premises in order to provide the Services. This list will include any such persons employed by or under the control of the Contractor's consultants, agents or sub-contractors. The Contractor shall specify the role of each person on the list and provide such other particulars as Maybrook Saint James Ltd may reasonably require.
- 11.3 Maybrook Saint James Ltd reserves the right to refuse admission to Maybrook Saint James Ltd's Premises to any person employed by the Contractor or its consultants, agents or sub-contractors, whose admission would, in the reasonable opinion of Maybrook Saint James Ltd, be undesirable.

12. Assignment and Sub-Contracting

- 12.1 The Contractor shall not, without the prior written consent of Maybrook Saint James Ltd (not to be unreasonably withheld or delayed), assign, novae, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.2 The Contractor shall not use the services of self-employed individuals in connection with the Contract without the prior written consent of Maybrook Saint James Ltd.
- 12.3 If the use of sub-contractors is approved by Maybrook Saint James Ltd, the Contractor shall be responsible for the acts and omissions of its sub-contractors as though they were its own.
- 12.4 If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of them, the Contractor shall include in the relevant sub-contract a provision which requires the Contractor to pay for those goods or services within a maximum of 45 days of the Contractor receiving a correct invoice from the sub-contractor.
- 12.5 If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of them, the Contractor shall not receive the payment from Maybrook Saint James Ltd unless the Contractor provides Maybrook Saint James Ltd with proof of payment to the sub-contractor together with any adequate documentation of work undertaken by the sub-contractor as Maybrook Saint James Ltd may require.
- 12.6 If the Contractor does not provide Maybrook Saint James Ltd with documentation listed in clause 12.4, Maybrook Saint James Ltd shall have no liability to the sub-contractor and shall have no liability to the Contractor in respect of the work done and payments due to the sub-contractor.
- 12.7 Notwithstanding any other clause to the contrary, Maybrook Saint James Ltd reserves the right to make payment directly to any sub-contractor of the Contractor (or jointly to the Contractor and sub-contractor) in such amounts as Maybrook Saint James Ltd determines to protect its interest and property and the amount owed to the Contractor shall be reduced by the amount of any such payment by Maybrook Saint James Ltd. Exercise of this option shall not create any claims or rights by any subcontractor or other party against Maybrook Saint James Ltd or its funds.
- 12.8 Maybrook Saint James Ltd reserves the right to communicate directly with any sub-contractor or material supplier on the matters covered in the Contract and including any issue of payment or quality of work or materials. Exercise of this option shall not create any claims or rights by any subcontractor or other party against Maybrook Saint James Ltd or its funds.
- 12.9 Maybrook Saint James Ltd shall have the right to reject Services provided by or on behalf of the sub-contractor if at any time the performance of such Services proves unsatisfactory to Maybrook Saint James Ltd. The Contractor shall be responsible for the Services provided by its sub-contractors.

- 12.10 Maybrook Saint James Ltd may, at any time, assign, novate, transfer or charge the Contract and may sub-contract or delegate in any manner all of its obligations under the Contract to any third party or agent.
- 12.11 These Terms and Conditions shall have precedence over and shall operate to the exclusion of any Terms and Conditions of the Contractor or sub-contractor.

13. Invoices Payment and VAT

- 13.1 The Supplier/Contractor shall submit invoices to Maybrook Saint James Ltd at the times or intervals and in the format specified by Maybrook Saint James Ltd in the Contract or as otherwise notified to the Supplier/Contractor in writing. The Supplier/Contractor shall ensure that any invoice it submits to Maybrook Saint James Ltd contains Maybrook Saint James Ltd's purchase order or contract number and other information as specified in clause 9.3. Such invoices will normally be paid by Maybrook Saint James Ltd in accordance with clause 9.4.
- 13.2 If the Contractor is registered for VAT, Maybrook Saint James Ltd shall pay to the Contractor in addition to the Price, a sum equal to the VAT chargeable on the value of the Services provided in accordance with the Contract.
- 13.3 For the avoidance of doubt the Supplier/Contractor shall not be entitled to charge for the supply of any goods or the provision of any services that are not part of the Goods/Services, unless the Contract has been properly varied in accordance with the procedure in clause 37 of these Terms and Conditions.
- 13.4 If the Supplier/Contractor believes that payment for a correctly submitted invoice is overdue, the Supplier/Contractor should, in the first instance, speak to Maybrook Saint James Ltd's named first point of contact on the face of the Contract. In the event that the problem is not satisfactorily resolved, the Supplier/Contractor should write to Maybrook Saint James Ltd's Director setting out its case.
- 13.5 For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 90 days commencing on the day when Maybrook Saint James Ltd received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 90 days commencing on the day when the Contractor completed the Services (or the part of the Services to which the invoice relates), or, if the invoice had been disputed, the last day of a period of 90 days commencing on the day when the dispute was resolved.
- 13.6 If Maybrook Saint James Ltd disputes any part of any invoice issued by the Supplier/Contractor, Maybrook Saint James Ltd shall:
- 13.6.1 promptly notify the Supplier/Contractor of the reasons for the dispute; and
- 13.6.2 be obliged to pay only the undisputed part of the invoice on the due date.

14. Intellectual Property Rights

- 14.1 In this clause "Intellectual Property Rights" means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations, whether registrable or not, in any country (including but not limited to, the United Kingdom) and the right to sue for passing off.
- 14.2 Subject to any pre-existing Intellectual Property Rights of the Supplier/Contractor or any third party, the Supplier/Contractor assigns to Maybrook Saint James Ltd with full title guarantee and free from all third party rights the Intellectual Property Rights comprised in all reports, data, databases, plans, drawings, patents, patterns, models or other material prepared for Maybrook Saint James Ltd in the provision of the Services.
- 14.3 If the Supplier/Contractor in providing the Services uses any materials in which there are pre-existing Intellectual Property Rights owned by itself or its agents, sub-contractors or third parties:
- 14.3.1 the Supplier/Contractor shall itself provide, or procure from such agent, subcontractor or third party a non-exclusive licence (or sub-licence) allowing Maybrook Saint James Ltd to use, reproduce, modify, adapt and enhance those materials as Maybrook Saint James Ltd sees fit. Such licence (or sub-licence) shall be perpetual, irrevocable and granted at no cost to Maybrook Saint James Ltd;
- 14.3.2 the Supplier/Contractor shall ensure that all royalties, licence fees or similar expenses in respect of such pre-existing Intellectual Property Rights are paid and included in the Price.
- 14.4 The Supplier/Contractor indemnifies Maybrook Saint James Ltd against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against Maybrook Saint James Ltd for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the performance of the Contract by the Supplier/Contractor save where such infringement or alleged infringement is caused by or contributed to by any act or omission on the part of Maybrook Saint James Ltd.
- 14.5 Nothing in the Contract or done under the Contract shall be taken to diminish Intellectual Property Rights which would, apart from the Contract, vest in Maybrook Saint James Ltd.
- 14.6 If Maybrook Saint James Ltd reimburses the Supplier/Contractor for the cost of any equipment acquired by the Supplier/Contractor for providing any of the Goods/Services such equipment shall become the property of Maybrook Saint James Ltd. The Supplier/Contractor will deliver such equipment to Maybrook Saint James Ltd on request. The Supplier/Contractor shall keep a proper inventory of such equipment and shall ensure that, whilst it remains in the Supplier/Contractor's possession or control, it is securely stored when not in use and is insured for its full replacement value in the event of theft, loss or damage.

15. Maybrook Saint James Property

- 15.1 The Contractor shall not handle or examine any property bearing a classification of "Confidential" other than at Maybrook Saint James Ltd's Premises or another establishment and the Contractor shall not remove any such property from Maybrook Saint James Ltd's Premises or another establishment without the prior written consent of Maybrook Saint James Ltd.
- 15.2 Maybrook Saint James Ltd's Property shall only be used by the Contractor in accordance with the Contract. Any other usage of Maybrook Saint James Ltd's Property requires the prior written consent of Maybrook Saint James Ltd.
- 15.3 All Maybrook Saint James Ltd's Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies Maybrook Saint James Ltd in writing to the contrary within 10 Working Days of receiving such Property.
- 15.4 The Contractor undertakes to return all Property belonging to Maybrook Saint James Ltd on completion of the Contract or upon receipt of any earlier request made by Maybrook Saint James Ltd in writing.
- 15.5 The Contractor shall repair or replace or—pay compensation for all loss, destruction or damage occurring to any Maybrook Saint James Ltd's Property caused by the Contractor, or by the Contractor's employees, consultants, agents or sub-contractors.
- 15.6 Where the Property comprises data issued in electronic form to the Contractor (including "personal data" as defined in the Data Protection Act 1998) the Contractor:
 - 15.6.1 shall not process, store, copy, disclose or use such electronic data except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by Maybrook Saint James Ltd;
 - 15.6.2 shall perform secure backups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored;
 - 15.6.3 shall, and shall procure that its employees, consultants, agents or sub-contractors observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from Maybrook Saint James Ltd's Premises or another establishment, or is sent such data or information by Maybrook Saint James Ltd it shall ensure that the data and any equipment or media on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its employees, consultants, agents or sub-contractors who are required to handle or have possession of such electronic data that they must safeguard it all times, and are not to place it in jeopardy, for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- 15.7 If at any time the Contractor suspects or has reason to believe that Maybrook Saint James Ltd's Property comprising electronic data has or may become

corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under the Contract) or degraded so as to be unusable then the Contractor shall notify Maybrook Saint James Ltd's immediately and inform Maybrook Saint James Ltd's of the remedial action the Contractor proposes to take.

- 15.8 The Contractor indemnifies Maybrook Saint James Ltd's against any loss or expense incurred by Maybrook Saint James Ltd arising from the loss, destruction, alteration (other than by lawful processing permitted by the Contract) or degradation of Maybrook Saint James Ltd's Property (including any Property comprising electronic data) where this is caused by any act or omission (including negligence) on the part of the Contractor or its employees, consultants, agents or sub-contractors.

16. Confidentiality

- 16.1 For the purposes of this clause 16 "Confidential Information" means all non-public information obtained by the Supplier/Contractor from Maybrook Saint James Ltd or any other department or office of Maybrook Saint James Ltd and which is either:

16.1.1 designated in writing as confidential; or

16.1.2 would be regarded as confidential by Maybrook Saint James Ltd; or

16.1.3 would be regarded as confidential by a reasonable business person.

- 16.2 Save as provided in clause 16.3 the Supplier/Contractor agrees not to disclose any Confidential Information to any third party.

- 16.3 The Supplier/Contractor may disclose Confidential Information without breaching these Terms and Conditions:

16.3.1 with the prior written approval of Maybrook Saint James Ltd; or

16.3.2 to its employees, agents, sub-contractors or professional advisers if such disclosure is necessary for the purpose of discharging the Supplier/Contractor's obligations to Maybrook Saint James Ltd under the Contract provided that such employees, agents, sub-contractors or professional advisers are subject to obligations of confidentiality corresponding to those which bind the Supplier/Contractor;

16.3.3 if ordered to do so by a court or other regulatory authority.

- 16.4 If any of the situations in 16.3.1 to 16.3.3 apply, the Supplier/Contractor shall notify Maybrook Saint James Ltd of this fact and provide Maybrook Saint James Ltd with a copy of the Confidential Information that is to be disclosed. Any such communication to Maybrook Saint James Ltd would also be confidential.

- 16.5 The Supplier/Contractor shall effect and maintain adequate security measures to safeguard Confidential Information from unauthorised access, copying or dissemination.
- 16.6 Except with the prior consent in writing of Maybrook Saint James Ltd, the Contractor shall not:
 - 16.6.1 communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the existence or subject matter of the Contract; or
 - 16.6.2 make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Contract.
- 16.7 The Supplier/Contractor's obligations contained in this clause 16 shall continue to apply after termination of the Contract.

17. Freedom of Information

- 17.1 The Supplier/Contractor acknowledges that Maybrook Saint James Ltd is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations (SI 2004/3391) ("EIR") and shall assist and cooperate with Maybrook Saint James Ltd, at the Contractor's expense, to enable Maybrook Saint James Ltd to comply with this legislation.
- 17.2 The Supplier/Contractor shall (and shall procure that its subcontractors shall) at the Supplier/Contractor's expense:
 - 17.2.1 transfer any request for information received by it and made pursuant to the FOIA or the EIR to Maybrook Saint James Ltd as soon as practicable after receipt and in any event within 2 Working Days;
 - 17.2.2 provide Maybrook Saint James Ltd with a copy of all information relating to the request in its possession in the form that Maybrook Saint James Ltd requires within 5 Working Days of Maybrook Saint James Ltd requesting that information;
 - 17.2.3 provide all assistance reasonably requested by Maybrook Saint James Ltd to enable it to respond to a request for information within the time limits for compliance contained in section 10 of the FOIA or regulation 5 of the EIR.
- 17.3 Whilst Maybrook Saint James Ltd may consult the Supplier/Contractor and take the Supplier/Contractor's views into account the Supplier/Contractor agrees that Maybrook Saint James Ltd shall be responsible for determining at its absolute discretion whether any information:
 - 17.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; or
 - 17.3.2 falls to be disclosed in response to either a request for information or a direction from the Information Commissioner, the First-tier Tribunal (Information Rights), the Upper Tribunal or a court.

- 17.4 Without prejudice to clause 16.3 the Supplier/Contractor acknowledges that marking or designating information relating to the Contract as "confidential" will not necessarily preclude that information from having to be disclosed by Maybrook Saint James Ltd pursuant to a request made under FOIA or EIR.
- 17.5 In no event shall the Supplier/Contractor respond directly to a request for information unless expressly authorised to do so in writing by Maybrook Saint James Ltd.
- 17.6 The Supplier/Contractor shall ensure that all information produced or obtained by it relating to the Contract is retained for such period as is required by law. Save as provided in clause 16.2 or where no legal time limit applies the Supplier/Contractor shall retain such information for a reasonable period which in any event shall be no shorter than one year after the completion of the Services or the termination of the Contract (whichever occurs last).

18. Transparency

- 18.1 In order to comply with Maybrook Saint James Ltd policy on transparency in the areas of procurement and contracts the Supplier/Contractor agrees that the Contract and the tender documents issued by Maybrook Saint James Ltd which led to its creation will be published by Maybrook Saint James Ltd on a designated website.
- 18.2 The entire Contract and all the tender documents issued by Maybrook Saint James Ltd will be published on the designated website save where to do so would disclose information the disclosure of which would:
- 18.2.1 contravene a binding confidentiality undertaking;
- 18.2.2 be contrary to regulation 43 of the Public Contracts Regulations 2006; or
- 18.2.3 in the reasonable opinion of Maybrook Saint James Ltd be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the EIR.
- 18.3 If any of the situations in 18.2.1 to 18.2.3 apply, the Supplier/Contractor consents to the Contract or tender documents being redacted by Maybrook Saint James Ltd to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.
- 18.4 In clause 18.1 the expression "tender documents" means the advertisement issued by Maybrook Saint James Ltd seeking expressions of interest, the pre qualification questionnaire and the invitation to tender.

19. Data Protection

- 19.1 In this clause references to "personal data", "data subjects", "data controller" and "data processor" are as defined in the Data Protection Act 1998 ("DPA").

- 19.2 If the Supplier/Contractor is a data controller it warrants to Maybrook Saint James Ltd that it has submitted a notification to the Information Commissioner pursuant to section 18(1) of the DPA and will keep that notification up to date.
- 19.3 The Supplier/Contractor shall comply with all relevant provisions of the DPA and do nothing which causes, or may cause, Maybrook Saint James Ltd to be in breach of its obligations under the DPA. In particular, to the extent that the Supplier/Contractor acts as a data processor in respect of any personal data pursuant to the Contract the Supplier/Contractor shall only process such personal data to the extent necessary to enable it to fulfil its obligations under the Contract.
- 19.4 Where the Supplier/Contractor is required to collect any personal data on behalf of Maybrook Saint James Ltd it shall ensure that it provides the data subjects from whom the personal data are collected with a fair processing notice in a form to be agreed with Maybrook Saint James Ltd.
- 19.5 The Supplier/Contractor warrants that it has appropriate technical and organisational procedures in place to protect any personal data it is processing as part of the Contract against any unauthorised or unlawful processing and against any accidental disclosure, loss, destruction or damage and undertakes to maintain such measures during the course of the Contract. The Supplier/Contractor shall also take all reasonable steps to ensure the suitability of its staff having access to any such personal data.
- 19.6 Upon receipt of written notice from Maybrook Saint James Ltd and at reasonable intervals the Supplier/Contractor shall:
- 19.6.1 allow Maybrook Saint James Ltd's personnel access to any premises owned or controlled by it to enable Maybrook Saint James Ltd to inspect its procedures referred to in clause 19.5;
- 19.6.2 prepare a report for Maybrook Saint James Ltd detailing the technical and organisational measures it has in place to protect the personal data it is processing as part of the Contract.
- 19.7 When requested by Maybrook Saint James Ltd the Supplier/Contractor shall at its own expense promptly assist Maybrook Saint James Ltd to comply with any subject access request Maybrook Saint James Ltd receives pursuant to section 7 of the DPA.
- 19.8 The Supplier/Contractor shall not transfer any personal data it is processing as part of the Contract outside the European Economic Area unless authorised in writing to do so by Maybrook Saint James Ltd.
- 19.9 Upon the termination of the Contract for any reason the Supplier/Contractor shall, unless notified otherwise by Maybrook Saint James Ltd or required by law, immediately cease any processing of personal data on Maybrook Saint James Ltd's behalf and, as requested by Maybrook Saint James Ltd, destroy and/or provide Maybrook Saint James Ltd with a copy of that personal data on suitable media.

- 19.10 The Supplier/Contractor shall promptly carry out any request from Maybrook Saint James Ltd requiring it to amend, transfer or delete any personal data being processed by the Supplier/Contractor as part of the Contract.
- 19.11 The Supplier/Contractor indemnifies Maybrook Saint James Ltd against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against Maybrook Saint James Ltd by any person in respect of the DPA or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation non-compliance or negligence on the part of the Supplier/Contractor or its employees, consultants, agents or sub-contractors.

20. Accounts

- 20.1 The Supplier/Contractor shall keep full and proper accounts, records and vouchers relating to all payments made to it by Maybrook Saint James Ltd including in respect of any expenditure reimbursed by Maybrook Saint James Ltd.
- 20.2 The Supplier/Contractor shall ensure that such accounts, records and vouchers are retained by it for a period of six years after completion of the Contract or termination of the Contract (whichever is later).
- 20.3 The Supplier/Contractor shall permit Maybrook Saint James Ltd, acting by its employees or an independent auditor, on request and at all reasonable times to examine all such accounts, records and vouchers at the offices of the Supplier/Contractor or at such other places as Maybrook Saint James Ltd shall reasonably direct, and to take copies of such accounts, records and vouchers. The Supplier/Contractor shall provide Maybrook Saint James Ltd or its independent auditor with such explanations relating to those documents as Maybrook Saint James Ltd may request.

21. Recovery Of sums Due And Set Off

- 21.1 Whenever under the Contract any sum of money shall be due from the Supplier/Contractor to Maybrook Saint James Ltd such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Supplier/Contractor under the Contract, any other agreement or arrangement between Maybrook Saint James Ltd and the Supplier/Contractor or between the Supplier/Contractor and any other department or office of Maybrook Saint James Ltd or other group company.
- 21.2 Any over-payment by Maybrook Saint James Ltd to the Supplier/Contractor whether in respect of the Price or VAT shall be a sum of money recoverable from the Supplier/Contractor pursuant to clause 21.1.

22. Supplier/Contractor's Indemnities

- 22.1 Subject to clause 22.3 and the financial limit of clause 22.4 the Supplier/Contractor indemnifies and shall hold Maybrook Saint James Ltd

harmless from all claims and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Maybrook Saint James Ltd arising out of or in connection with:

- 22.1.1 any breach by the Contractor of the warranties contained in clauses 10.1, 19.2 or 19.5 of these terms and conditions;
- 22.1.2 the Contractor's negligence or breach of statutory duty;
- 22.1.3 any misrepresentation (including fraudulent misrepresentation) made by the Contractor;
- 22.1.4 any claim made against Maybrook Saint James Ltd by a third party arising out of or in connection with the provision of the Contract to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier/Contractor, its employees, agents or subcontractors.
- 22.2 The indemnities given to Maybrook Saint James Ltd in clause 22.1 are additional to those contained in clauses 14.4 (infringement of third party intellectual property rights), 15.8 (loss of or damage to Maybrook Saint James Ltd's Property) and 19.11 (data protection) of these Terms and Conditions.
- 22.3 Nothing in the Contract shall operate to exclude or limit the Supplier/Contractor's liability for:
 - 22.3.1 death or personal injury caused by the negligence or breach of statutory duty of the Supplier/Contractor, its employees, agents or sub-contractors; or
 - 22.3.2 fraud, fraudulent misrepresentation or deceit; or
 - 22.3.3 any other liability which cannot be excluded or limited under an applicable law.
- 22.4 Subject to clause 22.3 the Supplier/Contractor's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with the Contract or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall not exceed £100,000,000.
- 22.5 If any third party makes a claim, or notifies an intention to make a claim against Maybrook Saint James Ltd which may reasonably be considered likely to give rise to a liability under one of the indemnities given to Maybrook Saint James Ltd by the Supplier/Contractor, the Supplier/Contractor shall:
 - 22.5.1 as soon as reasonably practicable, give written notice of the claim to Maybrook Saint James Ltd, specifying the nature of the claim in reasonable detail; and
 - 22.5.2 not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of Maybrook Saint James Ltd (such consent not to be unreasonably withheld or delayed); and

- 22.5.3 give Maybrook Saint James Ltd and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Supplier/Contractor, so as to enable Maybrook Saint James Ltd and its professional advisers to examine them and to take copies (at the Supplier/Contractor's expense) for the purpose of assessing the claim.
- 22.6 Nothing in this clause 22 shall restrict or limit Maybrook Saint James Ltd's general obligation at law to mitigate any loss it may suffer or incur as a result of an event leading to a claim under any of the indemnities provided by the Supplier/Contractor.

23. Contractor's Insurance

- 23.1 During the term of the Contract and for a period of at least three months after it ends for whatever reason the Contractor shall maintain in force with a reputable insurance company or companies a policy or policies of insurance providing an adequate level of cover in respect of all liabilities which may be incurred by the Contractor arising out of the Contract.
- 23.2 Without prejudice to the generality of clause 23.1 the Contractor shall maintain in force the following specific insurance policies with reputable insurance companies:
- 23.2.1 employers' liability insurance with a limit of at least £5 million per claim; and
- 23.2.2 public liability insurance with a limit of at least £2 million per claim; and
- 23.2.3 professional indemnity insurance with a limit of at least £2 million for claims arising from a single event or series of related events in a single calendar year.
- 23.3 On Maybrook Saint James Ltd's written request, the Contractor shall promptly provide Maybrook Saint James Ltd with copies of the policy certificates, renewal receipts and details of the cover provided in respect of the insurance policies referred to in clauses 23.1 and 23.2.
- 23.4 The Contractor shall ensure that any of its consultants, agents or sub-contractors also maintain adequate insurance having regard to their obligations under the Contract.
- 23.5 The Contractor shall notify Maybrook Saint James Ltd if any insurance policy referred to in clause 23.1 or 23.2 is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 23.6 None of the Contractor's liabilities under the Contract shall be deemed to be released or limited by the Contractor taking out the insurance policies referred to in clause 23.1 or 23.2.

24. Prevention of Bribery

24.1 In this clause

24.1.1 "Bribery Act" means the Bribery Act 2010;

24.1.2 "Prohibited Act" means any of the following:

24.1.2.1 to directly or indirectly offer, promise or give any person working for or engaged by Maybrook Saint James Ltd a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity or (ii) reward that person for improper performance of a relevant function or activity; or

24.1.2.2 to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or

24.1.2.3 committing any offence (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to the Contract or any other agreement with Maybrook Saint James Ltd; or (iv) defrauding, attempting to defraud or conspiring to defraud Maybrook Saint James Ltd.

24.2 The Supplier/Contractor:

24.2.1 shall not and shall procure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with the Contract.

24.2.2 warrants, represents and undertakes to Maybrook Saint James Ltd that it is not aware of any financial or other advantage being given to any person working for or engaged by Maybrook Saint James Ltd, or that an agreement has been reached to that effect, in connection with the execution of the Contract, excluding any arrangement of which full details have been disclosed in writing to Maybrook Saint James Ltd before execution of the Contract.

24.3 The Supplier/Contractor shall:

24.3.1 if requested, provide Maybrook Saint James Ltd with any reasonable assistance to enable Maybrook Saint James Ltd to perform any activity required by any relevant department in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

24.3.2 if so required by Maybrook Saint James Ltd within 20 Working Days of the Commencement Date, and annually thereafter, certify to Maybrook Saint James Ltd in writing compliance with this clause 24 by the Supplier/Contractor and all persons associated with it or other persons who are supplying goods or services in connection with the Contract. The Supplier/Contractor shall provide such supporting evidence of compliance as Maybrook Saint James Ltd may reasonably request.

- 24.4 The Supplier/Contractor shall have and maintain an anti-bribery policy (which shall be disclosed to Maybrook Saint James Ltd on request) to prevent it and any of its employees, consultants, agents or sub-contractors from committing a Prohibited Act and shall enforce it where appropriate.
- 24.5 If any breach of clause 24.2 is suspected or known, the Supplier/Contractor must notify Maybrook Saint James Ltd immediately.
- 24.6 If the Supplier/Contractor notifies Maybrook Saint James Ltd that it suspects or knows that there may be a breach of clause 24.2, the Supplier/Contractor must respond promptly to Maybrook Saint James Ltd's enquiries, co-operate with any investigation, and allow Maybrook Saint James Ltd to audit books, records and any other relevant documentation. This obligation shall continue for three years following the expiry or termination of the Contract.
- 24.7 A breach of clause 24.2 shall be a Material Default for the purposes of the Contract.

25. Conflict Of Interest

- 25.1 In carrying out its obligations under the Contract the Supplier/Contractor shall ensure that no conflict of interest arises which will or will be likely to prejudice its independence and objectivity or otherwise detrimentally affect the Supplier/Contractor's ability to perform the Contract or cause embarrassment to Maybrook Saint James Ltd.
- 25.2 Upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) the Supplier/Contractor shall immediately notify Maybrook Saint James Ltd in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as Maybrook Saint James Ltd may reasonably require.
- 25.3 Where Maybrook Saint James Ltd is of the reasonable opinion that a conflict of interest notified to it under clause 25.2 is capable of being ameliorated by the Supplier/Contractor, Maybrook Saint James Ltd may require the Supplier/Contractor to take such reasonable steps as will, in Maybrook Saint James Ltd's opinion, avoid or remove the conflict.
- 25.4 Maybrook Saint James Ltd may terminate the Contract immediately by notice in writing to the Supplier/Contractor and recover from the Supplier/Contractor the amount of any losses incurred by Maybrook Saint James Ltd arising from such termination if:
- 25.4.1 the Supplier/Contractor fails to comply with the requirements notified to the Supplier/Contractor by Maybrook Saint James Ltd in accordance with clause 25.3; or
- 25.4.2 in the reasonable opinion of Maybrook Saint James Ltd, it is not possible to avoid or remove the conflict of interest; or

25.4.3 in the reasonable opinion of Maybrook Saint James Ltd, a conflict of interest existed at the time of the award of the Contract to the Supplier/Contractor which the Supplier/Contractor should reasonably have discovered with the application of due diligence and ought to have disclosed to Maybrook Saint James Ltd as required by the tender documents pertaining to it.

26. Non-Discrimination and Equality

26.1 In performing its obligations under the Contract, the Supplier/Contractor shall, and shall procure that its employees, consultants, agents or sub-contractors shall:

26.1.1 not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in age, disability, gender reassignment, marriage and civil partnerships, pregnancy, paternity and maternity, race, religion or belief, sex or sexual orientation or otherwise) and shall take all reasonable steps to ensure that its employees, consultants, agents or sub-contractors similarly do not unlawfully discriminate;

26.1.2 without prejudice to the generality of clause 26.1.1, not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and all other relevant legislation and any statutory modification or re-enactment of such legislation;

26.1.3 where, in connection with the Contract, the Supplier/Contractor, its agents or subcontractors or its staff are required to carry out work on Maybrook Saint James Ltd's Premises or alongside Maybrook Saint James Ltd's employees on any other premises, comply with Maybrook Saint James Ltd's own employment policy and codes of practice relating to equality and diversity in the workplace;

26.1.4 in the event that the Supplier/Contractor enters into any subcontract or linked agreement in connection with the Contract or any aspect of the Services provided under it, it imposes equality and diversity obligations on its subcontractors and other associates in terms substantially similar to those contained in the Contract;

26.2 Should the Supplier/Contractor or any of its employees, consultants, agents or sub-contractors breach any part of clause 26.1, Maybrook Saint James Ltd shall be entitled to terminate the Contract with immediate effect by notice in writing to the Supplier/Contractor.

27. Sustainable Procurement

27.1 The Supplier/Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Contract. The Supplier/Contractor shall promptly provide all such information regarding the environmental impact of the Contract as may be requested by Maybrook Saint James Ltd.

28. Monitoring And Management Information

- 28.1 Where requested by Maybrook Saint James Ltd, the Supplier/Contractor shall supply to Maybrook Saint James Ltd such information and advice relating to the management of the Contract as Maybrook Saint James Ltd may require.
- 28.2 The information and advice referred to in clause 28.1 may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Supplier Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage.
- 28.3 The information referred to in clause 28.1 shall be supplied in such form and within such timescales as Maybrook Saint James Ltd may reasonably require.
- 28.4 The Supplier/Contractor agrees that Maybrook Saint James Ltd may provide information relating to the Contract and any payments made under the Contract to anyone the company deems necessary.
- 28.5 Upon receipt of the information supplied by the Supplier/Contractor in response to a request under clause 28.1 or receipt of information provided by Maybrook Saint James Ltd under clause 28.4, Maybrook Saint James Ltd and the Supplier/Contractor hereby consent to:
- 28.5.1 storing and analysing the information and producing statistics; and
- 28.5.2 sharing the information or any statistics produced using the information, with any other Contracting Authority.
- 28.6 In the event that the third party shares the information provided under clause 28.1 or 28.3 in accordance with clause 28.5.2, any Contracting Authority (as defined in regulation 3 of the Public Contracts Regulations 2006) receiving the information shall be informed of the confidential nature of that information and shall be requested not to disclose it to anybody who is not a Contracting Authority (unless required by law).
- 28.7 Maybrook Saint James Ltd may make changes to the type of information which the Supplier/Contractor is required to supply and shall give the Supplier/Contractor at least 3 working days written notice of any such changes.

29. Health And Safety

- 29.1 While on Maybrook Saint James Ltd's Premises the Supplier/Contractor shall comply with any health and safety measures implemented by Maybrook Saint James Ltd in respect of persons working on Maybrook Saint James Ltd's Premises.
- 29.2 The Supplier/Contractor shall:

- 29.2.1 notify Maybrook Saint James Ltd immediately in the event of any incident occurring in the performance of the Contract on Maybrook Saint James Ltd's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 29.2.2 take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply to those of its employees, consultants, agents or sub-contractors that provide the Services.
- 29.2.3 ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to Maybrook Saint James Ltd on request.

30. Force Majeure

- 30.1 In this clause a "Force Majeure Event" means any of the following:
 - 30.1.1 acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - 30.1.2 epidemic or pandemic;
 - 30.1.3 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - 30.1.4 terrorist attack, civil war, civil commotion or riots;
- 30.2 Either Party, provided that it adheres to the provisions of clause 30.3 shall not be in breach of the Contract nor liable for any failure or delay in performance of any of its obligations under the Contract (and, subject to clause 30.4 the time for that Party's performance of its obligations shall be extended accordingly) arising from or attributable to a Force Majeure Event.
- 30.3 If either Party is subject to a Force Majeure Event it shall not be in breach of the Contract provided that:
 - 30.3.1 it promptly, within the period agreed for compliance with the obligation, notifies the other Party in writing of the nature and extent of the Force Majeure Event and underlying reason causing its failure or delay in performance; and
 - 30.3.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken; and
 - 30.3.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

- 30.4 If the Force Majeure Event prevails for a continuous period of more than three months, either Party may terminate the Contract by giving 10 Working Days' written notice to the other. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of either Party in respect of any breach of the Contract occurring prior to such termination.

31. Dissolution

- 31.1 Maybrook Saint James Ltd shall be entitled to dissolve any agreement and related purchase orders by means of a registered letter, without notification of default or court intervention, if the Supplier/Contractor applies for or is granted a (temporary) moratorium, files for bankruptcy or is declared bankrupt, the Supplier/Contractor's business enters into liquidation, the Supplier/Contractor ceases its current operation, a considerable portion of the Supplier/Contractor's assets are seized, Maybrook Saint James Ltd considers the Supplier/Contractor to be no longer capable of independently guaranteeing the continuity of the use by Maybrook Saint James Ltd of the Goods/Services (to be) supplied under the Contract, or the Supplier/Contractor can no longer be deemed capable of meeting its obligations under the Contract.
- 31.2 If Maybrook Saint James Ltd dissolves the Contract on the basis of the provisions of the first paragraph, Maybrook Saint James Ltd shall, at the moment of dissolution, acquire an unconditional and irrevocable right to use the information furnished by the Supplier/Contractor for an indefinite period, irrespective of the nature of this information and the way and manner in which this was and/or will be acquired. In the context of this clause 31, information shall also be understood to include the source code, object code, the listings, the binaries and all the (technical) documentation relating to the Goods/Services. To the extent that Maybrook Saint James Ltd does not already possess this information, the Supplier/Contractor shall furnish Maybrook Saint James Ltd with this information immediately at Maybrook Saint James Ltd's first request and in the way and form chosen by Maybrook Saint James Ltd. To the extent that this is necessary, the Supplier/Contractor hereby agrees to waive any future rights in this respect. The Parties may agree that the information referred to in this clause be made available to Maybrook Saint James Ltd, under still to be agreed conditions, after the Contract has been signed, but with due observance of the provisions of this clause and without any deviation from said provisions. Each and every deviation from the provisions of this clause shall be invalid.
- 31.3 Maybrook Saint James Ltd shall be entitled to terminate or cancel the Contract without cause by means of a registered letter, without notification of default or court intervention, at least thirty (30) days prior to the scheduled delivery date, without having any liability to Supplier/Contractor. If delivery of any Goods/Services is delayed more than three (3) days beyond the scheduled delivery date, Maybrook Saint James Ltd may cancel the delivery by notice, and without liability, to Supplier/Contractor. Maybrook Saint James Ltd may reschedule the delivery of all or part of the Goods/Services ordered by Maybrook Saint James Ltd by notice to Supplier/Contractor at least thirty (30) days prior to the scheduled delivery date. Except as expressly stated by

Maybrook Saint James Ltd in a purchase order, Maybrook Saint James Ltd will not reschedule a purchase order scheduled for delivery date within thirty (30) days.

- 31.4 Termination and/or dissolution of the Contract and/or any related purchase order, for whatever reason, shall not prejudice the licences and other rights granted to Maybrook Saint James Ltd.

32. Termination for Breach

32.1 If:

32.1.1 the Supplier/Contractor commits a Material Default; or

32.1.2 the Supplier/Contractor commits a breach of Contract which is not capable of being remedied; or

32.1.3 the Supplier/Contractor commits a breach of Contract which is capable of being remedied but which it has failed to remedy within 10 Working Days of receipt of a notice from Maybrook Saint James Ltd requiring that breach to be remedied; or

32.1.4 the Supplier/Contractor commits repeated breaches of its obligations under the Contract (whether of the same or different obligations and regardless of whether these breaches are cured), the cumulative effect of which is a Material Default; or

32.1.5 the Supplier/Contractor fails to pay any amount due to Maybrook Saint James Ltd under the Contract on the due date for payment and remains in default more than 10 Working Days after being required in writing to make such payment,

then without prejudice to any other rights that have accrued under the Contract or any other rights or remedies it may have, Maybrook Saint James Ltd may - by giving written notice to the Supplier/Contractor - immediately terminate all or part of the Contract. Such termination by Maybrook Saint James Ltd will be without liability to the Supplier/Contractor.

33. Non-Breach Termination

33.1 If:-

33.1.1 the Supplier/Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) had any partner to whom any of the foregoing apply; or

- 33.1.2 the Supplier/Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier/Contractor with one or more other companies or the solvent reconstruction of the Supplier/Contractor; or
- 33.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Supplier/Contractor other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier/Contractor with one or more other companies or the solvent reconstruction of the Supplier/Contractor; or
- 33.1.4 an application is made to the court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier/Contractor; or
- 33.1.5 a floating charge holder over the Supplier/Contractor's assets has become entitled to appoint or has appointed an administrative receiver; or
- 33.1.6 a person becomes entitled to appoint a receiver or a receiver is appointed over the Supplier/Contractor's assets; or
- 33.1.7 the Supplier/Contractor, being an individual, is the subject of a bankruptcy petition or order, dies or by reason of illness or incapacity is incapable of managing their own affairs; or
- 33.1.8 a creditor or encumbrancer of the Supplier/Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the Supplier/Contractor's assets and such attachment or process is not discharged with 10 Working Days; or
- 33.1.9 the Supplier/Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 33.1.10 the Supplier/Contractor undergoes a change of control, where "control" has the meaning given in section 416 of the Income and Corporation Taxes Act 1988; or
- 33.1.11 any event occurs, or proceeding is taken with respect to the Supplier/Contractor in any jurisdiction to which the Supplier/Contractor is subject that has an effect equivalent or similar to any of the events mentioned in clauses 33.1.1 to 33.1.10 inclusive, then without prejudice to any other rights that have accrued under the Contract or any other rights or remedies it may have, Maybrook Saint James Ltd may - by giving written notice to the Supplier/Contractor - immediately terminate all or part of the Contract. Such termination by Maybrook Saint James Ltd will be without liability to the Supplier/Contractor.

34. Transfer Of Services And TUPE

- 34.1 Where, following the performance or termination of the Contract, Maybrook Saint James Ltd intends to acquire goods/services similar to the Goods/ Services either by performing them itself or by the appointment of a replacement supplier/contractor, the Supplier/Contractor (assuming it does not successfully tender for the work) shall use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to Maybrook Saint James Ltd.
- 34.2 The Supplier/Contractor shall co-operate fully during the transition period and provide full access to all non-confidential data, documents, manuals, working instructions, reports or other information which Maybrook Saint James Ltd may consider necessary to see.
- 34.3 In addition to the legal obligation to provide "employee liability information" under regulation 11 of TUPE, the Supplier/Contractor will, in respect of any person at that time employed by it and assigned to the economic grouping of employees working on the Contract, provide Maybrook Saint James Ltd with information equivalent to employee liability information whenever requested to do so in writing by Maybrook Saint James Ltd (provided that Maybrook Saint James Ltd shall not make such a request more than once in any 6 month period).

35. Dispute Resolution

- 35.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 30 Working Days of either Party notifying the other of the dispute. If necessary such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of the Supplier/Contractor and Maybrook Saint James Ltd's Director.
- 35.2 Any dispute or difference arising out of or in connection with this contract, that cannot be resolved by the Parties pursuant to clause 35.1, shall be referred to and finally resolved by arbitration pursuant to the procedure set out in clause 35.4. Such arbitration shall be conducted in accordance with English Law.
- 35.3 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to arbitration and the Supplier/Contractor (and its employees, consultants, agents or sub-contractors) shall comply fully with the requirements of the Contract at all times.
- 35.4 The procedure for arbitration is as follows:
- 35.4.1 a neutral adviser or arbitrator ("the Arbitrator") shall be nominated by Maybrook Saint James Ltd to the Supplier/Contractor. The Supplier/Contractor shall notify Maybrook Saint James Ltd in writing within 10 working days after a nomination whether or not the Supplier/Contractor agrees to nominated Arbitrator. If the Supplier/Contractor agrees to nominated

Arbitrator, the Arbitrator's costs should be divided equally among the parties;
or

- 35.4.2 if the Supplier/Contractor does not agree to nominated Arbitrator, the Supplier/Contractor shall nominate the Arbitrator of his choice within 10 working days after receiving a notification from Maybrook Saint James Ltd and the Supplier/Contractor shall bear the costs of the Arbitrator. In such case, Maybrook Saint James Ltd shall be notified in writing as soon as the Arbitrator is nominated by the Supplier/Contractor; and
- 35.4.3 if Maybrook Saint James Ltd does not agree to the Arbitrator nominated by the Supplier/Contractor, it should notify the Supplier/Contractor of this fact within 10 working days after receiving the notification. In such case, Maybrook Saint James Ltd should chose the arbitration body to provide the Arbitrator and the Arbitrator's costs should be divided equally among the parties.
- 35.5 Unless otherwise agreed in writing, the dispute shall be determined on written evidence only.
- 35.6 Unless otherwise agreed in writing, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence, save that details of the settlement may be given to any department without the permission of the Supplier/Contractor, and without prejudice to the rights of the Parties in any future proceedings.
- 35.7 The settlement of the dispute provided by the Arbitrator shall be binding on the Parties.

36. Service Of Notices

- 36.1 All notices required to be given by either Party to the other under the Contract shall be in writing and shall be delivered personally, or sent by fax, email, pre-paid first-class post or recorded delivery or by commercial courier to the address of the receiving Party set out in the Contract or as otherwise specified by the relevant Party by notice in writing to the other Party.
- 36.2 Any notice shall be deemed to have been duly received:
- 36.2.1 if delivered personally, when left at the address referred to in the Contract or Notice; or
- 36.2.2 if sent by fax, on transmission to the correct fax number; or
- 36.2.3 if sent by email, on transmission to the correct email address; or
- 36.2.4 if sent by pre-paid first-class post or recorded delivery, at 9.00 a.m. on the second Working Day after posting; or
- 36.2.5 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

36.3 The provisions of this clause 36 shall not apply to the service of any proceedings or other documents in any legal action.

37. Amendments And Variation

37.1 No amendment or variation of the Contract shall be valid unless it is in writing and signed by Maybrook Saint James Ltd and the Supplier/Contractor.

38. Waiver

38.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the specific circumstances for which it is given.

38.2 No failure or delay by either Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

39. Severability

39.1 If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.

39.2 The Parties agree, in the circumstances referred to in clause 39.1, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties under any invalid or unenforceable provision of the Contract shall be suspended whilst an attempt at such substitution is made.

40. No Partnership Or Agency

40.1 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 party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

41. Contracts (Rights Of Third Parties) Act 1999 and Personal Responsibility

41.1 A person who is not a Party to the Contract shall not have any rights under or in connection with it.

42. Entire Agreement

- 42.1 The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 42.2 Each Party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.
- 42.3 Nothing in this clause 42 shall limit or exclude any liability for fraud.
- 42.4 In the event of any conflict or inconsistency between these Terms and Conditions and any specific terms of the Contract the latter shall prevail.
- 42.5 All Directors are working for Maybrook Saint James Ltd in their corporate capacity and at no time work, make decisions, take responsibility or instruct in their personal capacity and therefore under no circumstances, except specific statute, a director can be held personally liable.
- 42.6 These Terms and Conditions also apply to all other group or related companies, including St Charles Homes Ltd, Maybrook Properties Germany Ltd and Great Titchfield Developments Ltd. In such instance the name Maybrook Saint James Ltd would be substituted for any of the other companies mentioned in this clause 42.6.

43. Law And Jurisdiction

- 43.1 The Contract shall be governed by and construed in accordance with Law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.