

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.

Applicable Law means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national.

Bribery Laws means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010.

Business Day means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England.

Conditions means the Supplier's terms and conditions of sale set out in this document.

Confidential Information means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party 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 Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work.

Control has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls, Controlled and under common Control shall be construed accordingly.

Customer means the named party in the Contract which has agreed to purchase the Goods from the Supplier and whose details are set out in the Order.

Documentation means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods.

Force Majeure means an event or sequence of events beyond a party's reasonable control 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 including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

Goods means the goods and other physical material set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract.

Location means the address or addresses for delivery of the Goods as set out in the Order.

Modern Slavery Policy means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time.

Order means the Customer's agreement (whether express or implied) to purchase the Goods from the Supplier as set out in and on the basis of the quotation form to which these Conditions are attached and incorporated by reference.

Price has the meaning given in clause 3.1.

Source means any third party (including any manufacturer, distributor, wholesaler or other supplier) from whom the Supplier procures the Goods (or any part of them) for resale to the Customer under the Contract.

Specification means the description or Documentation provided for the Goods and their packaging set out or referred to in the Contract.

Supplier means 80:20 Procurement Services Limited (company number SC113061) having its registered office at 28 Albyn Place, Aberdeen, AB10 1YL.

VAT means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2 In these Conditions, unless the context requires otherwise:

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 is included for convenience only and shall have no effect on the interpretation of the Conditions;

1.2.3 a reference to a 'party' 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 (excluding email);

- 1.2.10 a reference to legislation is a reference to that legislation as 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 Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation to 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 each of the Supplier and the Customer respectively.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to the Contract including these Conditions.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier unless withdrawn in writing by Customer prior to Supplier's acceptance.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
- 2.7.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.
- 2.10 The Customer may not cancel, vary or suspend any Order once it has been accepted by the Supplier without the Supplier's prior written consent.
- 2.11 Where the Supplier agrees to cancellation in accordance with clause 2.10, the Customer shall indemnify the Supplier in full against all losses, costs, liabilities and expenses incurred by the Supplier as a result of such cancellation.

2.12 For the avoidance of doubt, the Supplier shall have no obligation to accept cancellation in accordance with clause 2.10 where the Goods have been ordered from a Source, fabricated, manufactured, customised or otherwise prepared specifically for the Customer.

3 Price

3.1 The price for the Goods shall be as set out in the Order (the **Price**).

3.2 The Prices are exclusive of:

3.2.1 *packaging, delivery, insurance, shipping carriage, and all other related charges or taxes* which shall be charged in addition at the Supplier's standard rates unless such charges or taxes are set out in the Order, and

3.2.2 VAT (or equivalent sales tax).

3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing provided that the increase does not exceed 20% of the Prices in effect immediately prior to the increase.

3.5 Notwithstanding clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods and which is due to any factor beyond the control of the Supplier.

4 Payment

4.1 The Supplier shall invoice the Customer for the Goods, partially or in full, at any time following acceptance of the Order.

4.2 The Customer shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds within 15 Business Days of the date of each invoice unless otherwise specified in the Order; and

4.2.2 to the bank account nominated by the Supplier.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of *the Official Bank Rate of the Bank of England* from time to time in force; and

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 Delivery

- 6.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order.
- 6.2 The Goods shall be deemed delivered on arrival of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).
- 6.3 The Supplier may deliver the Goods in instalments if specified in the Order. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.4 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.
- 6.5 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are indicative only.
- 6.6 The Supplier shall not be liable for any delay in or failure of delivery caused by:
- 6.6.1 the Customer's failure to make the Location available;
 - 6.6.2 the Customer's failure to prepare the Location as required for delivery of the Goods;
 - 6.6.3 the Customer's failure to provide the Supplier with adequate instructions for delivery and installation;
 - 6.6.4 delay caused by a Source; or
 - 6.6.5 Force Majeure.
- 6.7 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable storage and insurance charges.
- 6.8 If 60 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 6.8.1 and 6.8.2. The Supplier shall:
- 6.8.1 deduct all reasonable storage charges and costs of resale; and
 - 6.8.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

7 Risk

Risk in the Goods shall pass to the Customer on delivery.

8 Title

8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

8.2 Until title to the Goods has passed to the Customer, the Customer shall:

8.2.1 hold the Goods as bailee for the Supplier;

8.2.2 store the Goods separately from all other material in the Customer's possession;

8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

8.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer; (ii) against all risks; (iii) for an amount at least equal to their Price; and (iv) noting the Supplier's interest on the policy;

8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;

8.2.6 not remove or alter any mark on or packaging of the Goods;

8.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 15.1.1 to 15.1.4 or 15.2.1 to 15.2.14; and

8.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

8.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 15.1.1 to 15.1.4 or 15.2.1 to 15.2.14, the Supplier may:

8.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

8.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9 Warranty

9.1 The Supplier shall, to the extent permitted by the Supplier's contract with the relevant Source, pass through to the Customer the benefit of any warranties or guarantees given by that Source in respect of the Goods.

- 9.2 The Supplier's obligations under clause 9.1 are limited to using reasonable endeavours to enforce any such warranties or guarantees against the relevant Source at the Customer's cost and expense.
- 9.3 The Customer acknowledges that the Supplier is not the manufacturer of the Goods and, unless expressly agreed in writing, the Supplier gives no warranty in respect of the design, manufacture or performance of the Goods beyond the pass-through rights referred to in clause 9.1.
- 9.4 Except as set out in this clause 9:
- 9.4.1 the Supplier gives no warranties or undertakings and makes no representations in relation to the Goods; and
- 9.4.2 all warranties, terms and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by Applicable Law.

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 ensure that:
- 10.2.1 all of its personnel;
- 10.2.2 all others associated with it; and
- 10.2.3 all of its 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 advantage or allow any such bribe or improper payment or advantage 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 improper payments or advantages are not made or received directly or indirectly on its behalf.
- 10.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach by the Customer of any of the requirements in this clause 10.

11 Anti-slavery

- 11.1 The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 11.2 The Customer confirms and agrees that it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

- 11.3 The Customer shall notify the Supplier 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 Customer's obligations under clause 11.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

12 Limitation of liability

- 12.1 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 12.

- 12.2 The Supplier shall not be liable to the Customer for any loss, damage, cost or expense to the extent caused by any act or omission of a Source or any defect or failure attributable to the Goods as supplied by a Source, except to the extent that the Supplier is able to recover such loss from that Source.

- 12.3 Subject to clause 12.2, the Supplier's total liability shall not exceed a sum equal to the Price.

- 12.4 Subject to clause 12.5:

12.4.1 the Supplier shall not be liable for consequential, indirect or special losses;

12.4.2 the Supplier shall not be liable for any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss or corruption of data;
- (d) loss or corruption of software or systems;
- (e) loss or damage to equipment;
- (f) loss of use;
- (g) loss of production;
- (h) loss of contract;
- (i) loss of commercial opportunity;
- (j) loss of savings, discount or rebate (whether actual or anticipated);
- (k) harm to reputation or loss of goodwill;
- (l) loss of business; **or**
- (m) wasted expenditure.

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

12.5.1 death or personal injury caused by negligence;

12.5.2 fraud or fraudulent misrepresentation; or

12.5.3 any other losses which cannot be excluded or limited by Applicable Law;

13 Confidentiality and announcements

- 13.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 13.1.1 any information which was in the public domain at the date of the Contract;
 - 13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 13.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
 - 13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 13.2 This clause 13 shall remain in force for a period of 5 years from the date of the Contract and, if longer, 3 years after termination of the Contract.
- 13.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, either party may terminate the Contract by written notice to the other party.

15 Termination

- 15.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:
- 15.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
 - 15.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 15.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 30 days after the date that the Supplier has given notification to the Customer that the payment is overdue; or
 - 15.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

- 15.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 15.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 15.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 15.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 15.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 15.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 15.2.8 has a resolution passed for its winding up;
 - 15.2.9 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;
 - 15.2.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
 - 15.2.11 has a freezing order made against it;
 - 15.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 15.2.13 is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.12 in any jurisdiction; or
 - 15.2.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.13 including 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.
- 15.3 The Supplier may terminate the Contract at any time by giving not less than 4 weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

- 15.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 15, it shall immediately notify the Supplier in writing.
- 15.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

16 Notices

- 16.1 Any notice or other communication given by a party under these Conditions shall:
- 16.1.1 be in writing and in English;
 - 16.1.2 be signed by, or on behalf of, the party giving it; and
 - 16.1.3 be sent to the relevant party at the address set out in the Contract.
- 16.2 Notices must be in writing and delivered to the registered office of the relevant party.
- 16.3 This clause 16 does not apply to notices given in legal proceedings or arbitration.
- 16.4 A notice given under these Conditions is not validly served if sent by email.

17 Cumulative remedies

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

18 Time

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

19 Further assurance

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

20 Entire agreement

- 20.1 The parties agree that the Contract and any documents entered into pursuant to it 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.
- 20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

21 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, each party.

22 Assignment

22.1 Neither party may assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

22.2 *Notwithstanding the foregoing, the Supplier may assign, novate or otherwise transfer this Contract in part or in its entirety without the consent of the Customer to any Affiliate, or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets.*

23 Set-off

23.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

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

24 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.

25 Equitable relief

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

26 Severance

26.1 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.

26.2 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 the minimum 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.

27 Waiver

27.1 No failure, delay or omission by the Supplier 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.

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

28 Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, 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.

29 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 to the extent of the conflict.

30 Costs and expenses

The Customer 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).

31 Third party rights

31.1 Except as expressly provided for in clause 31.2, 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.

31.2 Any Affiliate of the Supplier 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.

32 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.

33 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).