



# Terms and Conditions for the Purchase of Goods and Services

**Financial Ombudsman Service Limited**

## 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions:

### 1.1 Definitions:

"Background IPRs"	any and all Intellectual Property Rights that are owned by or licensed to either party and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise).
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 20.9 (Variation).
"Contract"	the contract between FOS and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of Control</b> shall be interpreted accordingly.
"Deliverables"	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
"Delivery Location"	has the meaning given in clause 4.2b) (Delivery of Goods).
"Effective Date"	has the meaning given in clause 2.2 (Basis of contract).
"FOS"	Financial Ombudsman Service Limited registered in England and Wales with company number 03725015 and registered office at Exchange Tower, Harbour Exchange Square, London, E14 9SR.
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
"FOS Materials"	has the meaning set out in clause 5.3i) (Supply of Services).
"Goods"	the goods (or any part of them) set out in the Order.
"Goods Specification"	any specification for the Goods, including any related plans and drawings, that are agreed in writing by FOS and the Supplier.

<b>"Intellectual Property Rights"</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>"Order"</b>	FOS's order for the supply of Goods and/or Services, as set out in FOS's purchase order form, or in FOS's written acceptance of the Supplier's quotation.
<b>"Request for Information"</b>	means a request for information or an apparent request under the FOIA.
<b>"Services"</b>	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
<b>"Service Specification"</b>	the description or specification for Services agreed in writing (including in the Order) by FOS and the Supplier.
<b>"Supplier"</b>	the person or firm from whom FOS purchases the Goods and/or Services.

1.2 Interpretation:

- a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and
- e) shall not limit the sense of the words preceding those terms.
- f) A reference to **writing** or **written** includes e-mail but excludes fax.

**2. Basis of contract**

- 2.1 The Order constitutes an offer by FOS to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

- 2.2 The Order shall be deemed to be accepted on the earlier of:
- a) the Supplier issuing written acceptance of the Order; or
  - b) any act by the Supplier consistent with fulfilling the Order,  
at which point and on which date the Contract shall come into existence (Effective Date).
  - c) These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (including any terms or conditions which the Supplier purports to incorporate under any purchase order, confirmation of order, specification or other document), or which are implied by law, trade custom, practice or course of dealing.
- 2.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.5 In providing the Goods and/or Services under this Contract the Supplier will:
- a) seek to minimise its negative impact on climate change, biodiversity and the natural environment;
  - b) conduct its business with due care and diligence and in an environmentally responsible manner;  
and
  - c) will take steps to reduce its carbon dioxide omissions, whether directly in relation to this Contract or otherwise.

### **3. Supply of Goods**

- 3.1 The Supplier shall ensure that the Goods:
- a) correspond with their description and any applicable Goods Specification;
  - b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by FOS, expressly or by implication, and in this respect, FOS relies on the Supplier's skill and judgement;
  - c) where they are manufactured products, are free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
  - d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 FOS may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing FOS considers that the Goods do not comply or are unlikely to comply with any of the Supplier's undertakings at clause 3.1 (Supply of Goods), FOS shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 FOS may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### 4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
- a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - c) it states clearly on the delivery note any requirement for FOS to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- a) on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order;
  - b) to FOS's premises as is set out in the Order or as instructed by FOS before delivery (**Delivery Location**); and
  - c) during FOS's normal hours of business on a Business Day, or as instructed by FOS.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

- 4.4 The Supplier shall not deliver the Goods in instalments without FOS's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle FOS to the remedies set out in clause 6.1 (FOS remedies).
- 4.5 Title in the Goods shall pass to FOS on payment for the Order or completion of delivery, whichever is earlier.
- 4.6 Risk in the Goods shall pass to FOS on completion of delivery.

## **5. Supply of Services**

- 5.1 The Supplier shall from the Effective Date and for the duration of the Contract supply the Services to FOS in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or as otherwise notified by FOS to the Supplier.
- 5.3 In providing the Services, the Supplier shall:
- a) co-operate with FOS in all matters relating to the Services, and comply with all instructions of FOS;
  - b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that FOS expressly or impliedly makes known to the Supplier;
  - e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to FOS, will be free from defects in workmanship, installation and design;
  - g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - h) observe all health and safety rules and regulations and any other security requirements that apply at any of FOS's premises;

- i) hold all materials, equipment and tools, drawings, specifications and data supplied by FOS to the Supplier (**FOS Materials**) in safe custody at its own risk, maintain FOS Materials in good condition until returned to FOS, and not dispose of or use FOS Materials other than in accordance with FOS's written instructions or authorisation;
- j) not do or omit to do anything which may cause FOS to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that FOS may rely or act on the Services; and
- k) comply with any additional obligations as set out in the Service Specification and/or the Order.

## 6. FOS remedies

### 6.1 If the Supplier:

- a) fails to deliver the Goods by the applicable date;
- b) fails to perform the Services by the applicable date;
- c) delivers Goods that do not comply with the undertakings set out in clause 3.1 (Supply of Goods); and/or
- d) supplies Services that do not comply with the requirements of clause 5.3d) (Supply of Services) FOS shall have the remedies set out in clause 6.2.

### 6.2 Where an event in clause 6.1 has occurred, without limiting or affecting other rights or remedies available to it, FOS may (in its sole discretion):

- a) terminate the Contract with immediate effect by giving written notice to the Supplier;
- b) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- c) recover from the Supplier any costs incurred by FOS in obtaining substitute goods and/or services from a third party;
- d) reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- e) require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- f) require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

g) claim damages for any additional costs, loss or expenses incurred by FOS which are in any way attributable to the Supplier's failure to meet such dates.

6.3 These Conditions shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier.

6.4 FOS's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## **7. FOS's obligations**

7.1 FOS shall:

a) provide the Supplier with reasonable access at reasonable times to FOS's premises for the purpose of providing the Services; and

b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## **8. Charges and payment**

8.1 The price for the Goods:

a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Effective Date; and

b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by FOS.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by FOS, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of the Goods, the Supplier shall invoice FOS on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice FOS on completion of the Services. Each invoice shall include such supporting information required by FOS to verify the accuracy of the invoice, including the relevant purchase order number.

8.4 The Supplier shall ensure that each invoice includes all information reasonably requested by FOS, including but not limited to the PO number provided to the Supplier by FOS. All amounts payable by FOS under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to FOS, FOS shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.



- 8.5 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.
- 8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow FOS to inspect such records at all reasonable times on request.
- 8.7 FOS may at any time, without notice to the Supplier, set off any liability of the Supplier to FOS against any liability of FOS to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by FOS of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **9. Intellectual property rights**

- 9.1 In relation to the Deliverables:
- a) the Supplier assigns, by way of present and future assignment to FOS, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables other than any Supplier Background IPRs;
  - b) the Supplier grants to FOS and its affiliates a non-exclusive, worldwide, irrevocable, sublicensable, royalty-free, perpetual right to use, modify and prepare derivative works of any Supplier Background IPRs incorporated into the Deliverables;
  - c) the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
  - d) the Supplier shall, promptly at FOS's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as FOS may from time to time require for the purpose of securing for FOS all right, title and interest in and to the Intellectual Property Rights assigned to FOS in accordance with Clause 9.1a).
- 9.2 FOS grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by FOS to the Supplier for the term of the Contract for the purpose of providing the Services to FOS.
- 9.3 Save as provided in clause 9.1a) and 9.1b) the parties acknowledge that the Supplier shall retain ownership of all Supplier Background IPRs and except as expressly stated herein, the Contract does not grant FOS any rights to, or in, the Supplier Background IPRs.

9.4 The Supplier acknowledges that all rights in FOS Materials and FOS Background IPRs are and shall remain the exclusive property of FOS.

## **10. Indemnity**

10.1 The Supplier shall indemnify FOS on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by FOS arising out of or in connection with:

- a) any claim made against FOS for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services and/or Deliverables (excluding any FOS Materials);
- b) any claim made against FOS by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, the Services and/or the Deliverables; and
- c) any claim made against FOS by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10.2 This clause 10 (Indemnity) shall survive termination of the Contract.

## **11. Insurance**

During the term of the Contract and for a period of 5 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on FOS's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **12. Confidentiality**

12.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2 (Confidentiality).

12.2 Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12 (Confidentiality); and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

### **13. Freedom of Information**

13.1 The Supplier acknowledges that FOS is subject to the requirements of the FOIA. The Supplier shall:

- a) provide all necessary assistance and cooperation as reasonably requested by FOS to enable FOS to comply with its obligations under the FOIA;
- b) transfer to FOS all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within [2] Business Days of receipt;
- c) subject to its own confidentiality obligations provide FOS with a copy of all Information belonging to FOS requested in the Request for Information which is in its possession or control in the form that FOS requires within [5] Business Days (or such other period as FOS may reasonably specify) of FOS's request for such Information; and
- d) not respond directly to a Request for Information unless authorised in writing to do so by FOS.

13.2 The Supplier acknowledges that FOS may be required under the FOIA to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. FOS shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) FOS shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA.

### **14. Compliance with relevant laws**

14.1 In performing its obligations under the Contract, the Supplier shall:

- a) comply with all applicable laws, statutes, regulations and codes from time to time in force.

### **15. Data protection**

15.1 The parties will comply with the Data Protection Schedule provided to the Supplier by FOS from time to time.

### **16. Termination**

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

- a) with immediate effect by giving written notice to the Supplier if:

- (a) there is a change of Control of the Supplier; or
  - (b) the Supplier commits a breach of clause 14 (Compliance with relevant laws and policies).
- b) for convenience by giving the Supplier not less than 30 days' written notice.
- 16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - c) any event occurs, or proceeding are taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2b) (Termination); or
  - d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## **17. Consequences of termination**

- 17.1 On termination of the Contract, the Supplier shall immediately deliver to FOS all Deliverables whether or not then complete, and return all FOS Materials. If the Supplier fails to do so, then FOS may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 17.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **18. Anti-slavery and human trafficking**

- 18.1 In performing its obligations under the Contract, the Supplier shall:
- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force) including, but not limited to, the Modern Slavery Act 2015;

- b) not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- c) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause; and
- d) Maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Customer in connection with this agreement; and permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this

18.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18.3 Breach of this clause shall be deemed a material breach under clause 16.2.

## 19. Force majeure

19.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control and which it could have reasonably foreseen. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 10 days' written notice to the affected party.

## 20. General

20.1 FOS may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of FOS.

20.2 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of FOS. If FOS consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

20.3 Notices

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the addresses set out in the Order (or an address substituted in writing by the party to be served).
- b) Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- c) this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 20.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 20.4 (Severance) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 20.5 **Waiver.** Except as set out in clause 2.4 (Basis of contract), a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 20.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 20.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 20.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 20.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 20.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 20.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.