



AGREEMENT FOR SERVICES (Standard Terms and Conditions)

Colne Town Council

Please note:

- The Contract/Letter takes precedence over the Conditions.
- A purchase order will be sent including payment schedule within 10 working days on receipt of signed contract/letter
- The Agreement is accepted on receipt by the Council of signed Contract/Letter within 7 days from the date of the Contract/Letter.

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) Colne Town Council (ii) the Supplier constituted by the Supplier’s countersignature of the Contract Letter and includes the Contract Letter and any Appendices and These standard terms and conditions.
“Contract Letter”	means the letter from Colne Town Council to the Supplier printed above these terms and conditions;
“Charges”	means the charges for the Services as specified in the Contract Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“GDPR”	European Union’s General Data Protection Act;
“Expiry Date”	means the date for the expiry of the Agreement as set out in the Contract Letter;
“FOIA”	means the Freedom of Information Act 2000;

“Information”	has the meaning given under section 84 of the FOIA;
“Party”	means the Supplier or Colne Town Council (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Colne Town Council pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Colne Town Council unique number relating to the supply of the Services;
“Services”	means the services to be supplied by the Supplier to the Colne Town Council under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Contract Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Colne Town Council, the Colne Town Council’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Contract Letter;
“Term”	means the period from the start date of the Agreement set out in the Contract Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Contract Letter constitutes an offer by the Colne Town Council to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Contract Letter shall be deemed to be accepted by the Supplier on receipt by the Colne Town Council of a copy of the Contract Letter countersigned by the Supplier within [7] days of the date of the Contract Letter. (Digital Confirmation via Adobe Sign is also accepted)

3 Supply of Services

- 3.1 In consideration of the Colne Town Council’s agreement to pay the Charges, the Supplier shall supply the Services to the Colne Town Council for the Term subject to and in accordance with the terms and conditions of the Agreement.

- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Colne Town Council in all matters relating to the Services and comply with all the Colne Town Council's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff 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 Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 Colne Town Council may by written notice to the Supplier at any time request a variation to the scope of the Services. If the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between Colne Town Council and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 Colne Town Council may extend the Agreement for a period of up to 24 months, the process for extension will be stated in the terms of the agreement. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by Colne Town Council, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. Colne Town Council shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the Gross amount (charge + VAT) in respect of the Services.
- 5.3 The Supplier shall invoice the Colne Town Council as specified in the Agreement. Each invoice shall include such supporting information required by Colne Town Council to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, Colne Town Council shall pay the Supplier the invoiced amounts no later than 14 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Colne Town Council may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If Colne Town Council fails to consider and verify an invoice in a timely fashion, the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, Colne Town Council shall pay the

undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 18.

- 5.7 If a payment of an undisputed amount is not made by Colne Town Council by the due date, then Colne Town Council shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which its awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from Colne Town Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to Colne Town Council in respect of any breach of the Agreement), that sum may be deducted unilaterally by Colne Town Council from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with Colne Town Council. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Colne Town Council in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, Colne Town Council shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto Colne Town Council’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Town Council’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate Colne Town Council’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Town Council’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to Colne Town Council’s premises or any objects contained on Colne Town Council’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, Colne Town Council may, during normal business hours and on reasonable notice, inspect and examine the way the relevant Services are supplied at or from the relevant premises.
- 6.4 Colne Town Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Town Council’s premises the Supplier shall, and shall procure that all Staff shall, comply with all Colne Town Council’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Colne Town Council in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by Colne Town Council for the purposes of the Agreement shall remain the property of Colne Town Council and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Town Council on expiry or termination of the Agreement.

- 6.7 The Supplier shall reimburse Colne Town Council for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by Colne Town Council shall be deemed to be in good condition when received by the Supplier or relevant Staff unless the Town Council is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If Colne Town Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to Colne Town Council's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by Colne Town Council to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide Colne Town Council with a list of the names (and any other relevant information) of all persons who may require admission to the Town Council's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by Colne Town Council.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Colne Town Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by Colne Town Council to the Supplier for the purposes of this Agreement shall remain the property of Colne Town Council but the Town Council hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in Colne Town Council by operation of law, Colne Town Council hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

- 9.3 The Supplier hereby grants Colne Town Council:

- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

- 9.4 The Supplier shall indemnify, and keep indemnified, Colne Town Council in full against all costs,

expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Town Council as a result of or in connection with any claim made against Colne Town Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with Colne Town Council at the frequency and times specified by the Colne Town Council and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to Colne Town Council at the times and in the format specified by the Town Council.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by Colne Town Council. The Supplier shall on request afford Colne Town Council or the Town Council's representatives such access to those records as may be reasonably requested by Colne Town Council in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for Colne Town Council to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. Colne Town Council may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of Colne Town Council.

12 Freedom of Information

12.1 The Supplier acknowledges that Colne Town Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Town Council

to enable Colne Town Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

- 12.1.2 transfer to Colne Town Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Town Council with a copy of all Information belonging to Colne Town Council requested in the Request for Information which is in its possession or control in the form that Colne Town Council requires within 5 Working Days (or such other period as the Town Council may reasonably specify) of Colne Town Council's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by Colne Town Council.

12.2 The Supplier acknowledges that Colne Town Council may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances Colne Town Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, Colne Town Council shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data including GDPR regulations.

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the GDPR and both Parties shall duly observe all their obligations under the GDPR which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for Colne Town Council as a data processor (as defined by the GDPR) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data

13.2.2 provide Colne Town Council with such information as the Town Council may reasonably request to satisfy itself that the Supplier is complying with its obligations under the GDPR;

13.2.3 promptly notify Colne Town Council of:

- (a) any breach of the security requirements of Colne Town Council as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Town Council in breach of their obligations under the GDPR.

13.3 When handling Colne Town Council data (whether Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of Colne Town Council as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the

Town Council if and to the extent that it is caused by the negligence or willful misconduct of Colne Town Council or by a breach by Colne Town Council of its obligations under the Agreement.

14.2 Subject always to clause 14.3:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 in no event shall the Supplier be liable to Colne Town Council for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 Colne Town Council may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Town Council may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and

- Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made, or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify Colne Town Council as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to Colne Town Council if the Town Council has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.5.1 give all reasonable assistance to Colne Town Council and any incoming supplier of the Services; and
 - 16.5.2 return all requested documents, information and data to the Town Council as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify Colne Town Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. Colne Town Council shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Town Council's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all Colne Town Council's health and safety measures while on the Town Council's premises; and
 - 17.2.2 notify Colne Town Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Town Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and Colne Town Council's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

18 Dispute Resolution

- 18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement, and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 18.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 18.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected

with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 18.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

19 General

- 19.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement and that the Agreement is executed by its duly authorised representative.
- 19.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 19.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 19.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement based on any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 19.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 19.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 19.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

20 Notices

- 20.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 20.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 20.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 20.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the

original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 20.1.

21 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.