

Crown Prosecution Service Standard Purchase Order Terms

1. General

1.1 These Terms apply to all Orders placed by the Customer for goods and services with a value not exceeding £10,000 (ten thousand pounds), except where the Customer specifies different terms in its Order or in its procurement documents, or where it enters into another contract with the Supplier.

1.2 The following definitions and rules of interpretation apply in these Terms:

Commencement Date: has the meaning given in clause 2.4.

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services formed of the Order and the Terms.

Customer: The Crown Prosecution Service.

Data Protection Legislation: means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.

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).

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Goods: any goods or supplies agreed in the Contract to be bought by the Customer from the Supplier (including any part or parts of them).

Insolvency Event: where:

(a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts

or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);

(e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

(g) the Supplier (being an individual) is the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);

(j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(k) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Intellectual Property Rights: patents, rights to inventions, copyright and related 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.

Law: any legal provision the Supplier must comply with including any law, statute, subordinate legislation, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

MFA: multi-factor authentication.

Order: the Customer's purchase order for the Goods and/or Services signed by an authorised person and incorporating these Terms and the contents of any documents expressly referred to in the Order and annexed thereto.

Personal Data: has the meaning given in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;

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

(c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Customer;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Properly Submitted Invoice: has the meaning given in clause 14.1.

P2P: Purchase to Pay

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: any services to be provided by the Supplier to the Customer under the Contract.

Supplier: the person, firm or company who accepts the Customer's Order.

Terms: these purchase order terms.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: the period from 9.00 am to 5.00pm on any Working Day.

1.3 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to one gender includes a reference to the other gender.

1.5 The headings in these Terms do not affect the interpretation of these Terms.

2. APPLICATION OF TERMS

2.1 Subject to any variation under clause 2.5, these Terms are the only Terms upon which the Customer is prepared to deal with the Supplier.

2.2 These Terms apply to the Contract and to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 In the event of any ambiguity or conflict between these Terms and the terms of any Order, the terms of the Order shall prevail.

- 2.4 Each Order shall be deemed to be an offer by the Customer to buy Goods and/or Services from the Supplier subject to these Terms and no Order shall be deemed accepted until the earlier of:
- 2.4.1 the Supplier issuing written acceptance of the Order; or
- 2.4.2 any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall bind the parties (Commencement Date).
- 2.5 These Terms apply to all the Customer's related purchases unless stated otherwise by the Customer and any variation to these Terms shall have no effect unless expressly agreed in writing and signed by an authorised person.

3. ACKNOWLEDGEMENT OF THE CUSTOMER'S STATUS

- 3.1 The Supplier acknowledges that the Customer is a public body, and that accordingly it must not, at any time, do anything (or fail to do anything) that would put it in breach of its statutory obligations.
- 3.2 The Supplier acknowledges and agrees that it shall cooperate with and support the Customer in meeting its statutory obligations insofar as they are relevant to this Contract, and that it shall:
- 3.2.1 comply with all applicable Law;
- 3.2.2 support the Customer in responding to requests for information received under FOIA or the EIRs;
- 3.2.3 not commit any Prohibited Act and procure that any supplier personnel shall not commit any Prohibited Act;
- 3.2.4 provide all such information and data as the Customer may reasonably require in connection with the Contract; and
- 3.2.5 provide all such other support and co-operation as the Customer may reasonably require from time to time.

4. QUALITY AND DEFECTS

- 4.1 The Goods provided shall be of satisfactory quality, material, workmanship and design (if the Supplier is responsible for the design element) and be without fault and conform in all respects with:
- 4.1.1 any sample(s) provided by the Supplier and accepted by the Customer;
- 4.1.2 the Order and;
- 4.1.3 any drawings, descriptions, specifications and/or patterns supplied or advised by the Customer to the Supplier.
- 4.2 Where the Goods are manufactured products, the Supplier warrants that the Goods shall be free from defects in design, materials and workmanship and remain so for 12 months after delivery.
- 4.3 The Supplier shall comply with and the Supplier warrants that the Goods shall comply with all requirements of any applicable statute, regulations, standards, statutory rules or orders or other instruments having the force of Law.
- 4.4 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.
- 4.5 The Customer's rights under these Terms are in addition to the statutory terms implied in favour of the Customer by the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1982 and any other statute.

5. WARRANTIES

- 5.1 The Supplier warrants that it and all agents, consultants and employees which it may engage in relation to the Services:

- 5.1.1 shall observe all health and safety rules and regulations and ensure the completion of any necessary risk assessment, or plan or similar documents necessary and provide copies of said document to the representative of the Customer authorising the Order;
- 5.1.2 shall, whilst on the Customer's premises, abide by such rules or procedures as the Customer may from time to time specify;
- 5.1.3 shall in no circumstances purport to be the agent, consultant or employee of the Customer; and
- 5.1.4 shall in no circumstances purport to be authorised to enter into any contract or agreement on behalf of the Customer or in any way bind the Customer to the performance, variation, release or discharge of any obligation.

6. SUPPLY OF SERVICES

- 6.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 6.2 The Supplier shall adhere to the date(s) for the provision of Goods and/or Services set out in the Order or that the Customer notifies to the Supplier.
- 6.3 In providing the Services, the Supplier shall:
 - 6.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer including any specification for Services and the Order;
 - 6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 6.3.3 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;
 - 6.3.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 6.3.5 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 the Customer, will be free from defects in workmanship, installation and design;
 - 6.3.6 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 6.3.7 comply with all applicable Laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
 - 6.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
 - 6.3.9 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
 - 6.3.10 comply with any additional obligations as set out in the Order.

7. INDEMNITY

- 7.1 Neither Party excludes or limits its liability for:
 - (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - (b) bribery or fraud or fraudulent misrepresentation by it or its employees;

- (c) infringement or alleged infringement of any third-party Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or Services;
- (d) defective workmanship, quality or materials in the manufacture or supply of the Goods and/or Services;
- (e) breach of clause 3 of this Contract.
- (f) breach of any obligation as to title implied by section 2 of the Supply of Goods and Services Act 1982; or
- (g) any liability to the extent it cannot be excluded or limited by Law; or
- (h) wrongful termination of this Contract.

7.2 Subject always to clause 7.1

7.2.1 the aggregate liability of each Party in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or 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

7.2.2 in no event shall the Supplier be liable to the Customer 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.

7.3 the provisions of this clause 7 shall survive termination of the Contract howsoever arising.

8. **INSURANCE**

8.1 The Supplier shall effect and maintain during the term of the Contract policies of insurance with reputable insurers covering: -

8.2 public liability, with a minimum level of indemnity of £250,000 (two hundred and fifty thousand pounds sterling) per claim or series of claims; and

8.3 employer's liability, with a minimum level of indemnity of £2,000,000 (two million pounds sterling) per claim or series of claims;

8.4 professional indemnity, with a minimum level of indemnity of £250,000 (two hundred and fifty thousand pounds sterling) per claim or series of claims; and

8.5 product liability insurance with a minimum level of indemnity of £250,000 (two hundred and fifty thousand pounds sterling) per claim or series of claims

together “the Insurances”. The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier’s performance of the Contract, including death or personal injury, loss or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

8.6 The Supplier shall: -

8.6.1 not do or permit to be done anything, which would void or invalidate the Insurances;

8.6.2 promptly pay all premiums and do all other things necessary to keep the Insurances in force;

8.6.3 maintain the Insurances for a minimum of six years following the expiration or earlier termination of the Contract; and

8.6.4 produce to the Customer on request details of the payment of premiums and copies of cover schedules or notes relating to the Insurances.

9. DELIVERY/PERFORMANCE

9.1 The Goods shall be delivered, to the place specified by the Customer in the Order or to such other place of delivery as is agreed by the Customer in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk and as directed by the Customer. All carriers of the Goods shall be deemed to be agents of the Supplier and not of the Customer.

9.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods in accordance with the Customer’s instructions.

9.3 The date and time (if requested) for delivery and/or the performance of Services shall be as specified in the Order.

9.4 The Supplier shall notify the Customer as soon as reasonably practicable of any anticipated delays in the delivery and/or performance of the Goods and/or Services.

9.5 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which includes (without limitation); the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

9.6 Unless otherwise stipulated by the Customer in the Order, deliveries shall only be accepted by the Customer on a Working Day and during Working Hours.

9.7 If the Goods are delivered prior to the due date the Customer reserves the right to:

9.7.1 refuse to take delivery of the Order (or part thereof); or

9.7.2 recover from the Supplier any expenditure reasonably incurred in storing and/or insuring the Goods until the due date for delivery.

10. CUSTOMER OBLIGATIONS

10.1 The Customer shall:

10.1.1 provide the Supplier with reasonable access at reasonable times to the Customer’s premises for the purpose of providing the Services and/or delivering the Goods; and

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

11. CUSTOMER REMEDIES

11.1 If the Goods and/or Services are not delivered on the due date and/or if the Supplier has failed to meet any performance dates and/or if the Goods and/or Services do not

comply in every respect with the terms specified in the Contract, then, without prejudice to any other rights which it may have, the Customer reserves the right to:

- 11.1.1 terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier;
 - 11.1.2 refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
 - 11.1.3 recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
 - 11.1.4 to 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 (or has not provided and/or delivered in accordance with the terms of the Contract); and/or
 - 11.1.5 claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to deliver the Goods and/or perform the Services on the due date or in accordance with the terms of the Contract.
- 11.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
- 11.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 11.2.2 to 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;
 - 11.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 11.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 11.2.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
 - 11.2.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.
- 11.3 These Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 11.4 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 12. RISK/PROPERTY**
- 12.1 Title and risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 9.
- 13. PRICE AND PAYMENT**
- 13.1 The price of the Goods shall:
- 13.1.1 be as stated in the Order or if no price is quoted the price set out in the Supplier's published price list in force at the Commencement Date; and
 - 13.1.2 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 the Customer.
- 13.2 The price 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 the Customer.

13.3 All amounts payable by the Customer 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 the Customer, the Customer 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.

14. PAYMENT

14.1 The Supplier shall on or after delivery of Goods and/or the performance of Services submit an invoice setting out the price payable by the Customer with details of any VAT payable and shall also include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant Order number (a "Properly Submitted Invoice"). Invoices shall be sent electronically via the Customer's P2P system or, at the sole discretion of the Customer, by e-mail to the e-mail address notified to the Supplier by the Customer.

14.2 The Customer will provide guidance for the registration and use of the P2P system including secure access using MFA. It is the sole responsibility of the Supplier to procure a suitable MFA tool. The Customer will sponsor the Supplier to use this system and no costs will be incurred by the Supplier. Supplier controlled data stored in the system must be kept up to date and the Customer must be informed of any changes to the Supplier data. This includes notifying the Customer of any new joiners, leavers or movers who no longer require access to the system.

14.3 The Customer shall pay any Properly Submitted Invoice within 30 days of receipt to a bank account nominated in writing by the Supplier but time for payment shall not be of the essence of the Contract.

14.4 Payment of an invoice by the Customer shall not imply acceptance of the Goods and/or Services.

14.5 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer 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 the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

15. CONFIDENTIALITY

15.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Customer or its agents and any other confidential information concerning the Customer's business which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Customer and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality no less onerous than those contained in these Terms. Any confidential information in the Supplier's possession, at the date of completion or termination of the Contract, shall be returned to the Customer at the Supplier's expense.

15.2 The Supplier shall not:

15.2.1 make any press announcements or publicise this Contract or its contents in any way; or

15.2.2 use the Customer's name or logo in any promotion or marketing or announcement of orders, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

17. DATA PROTECTION

- 17.1 The Parties shall each comply with their obligations under the Data Protection Legislation.
- 17.2 When handling Customer data (whether or not such data is Personal Data) the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

18. TERMINATION

- 18.1 The Customer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier 5 Working Days written notice whereupon all work on the Contract shall be discontinued and the Customer shall pay to the Supplier fair and reasonable compensation in respect of work- in-progress at the time of termination (if any) but such compensation shall not include loss of anticipated profit or consequential loss.
- 18.2 The Customer shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:
- 18.2.1 the Supplier commits a material breach of any of the terms of the Contract and (if such breach is, in the reasonable opinion of the Customer, capable of remedy) fails to remedy the breach within 7 Working Days of being notified in writing to do so; or
- 18.2.2 the Supplier repeatedly breaches any terms of the Contract 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 of the Contract; or
- 18.2.3 the Customer finds that the Supplier has committed any Prohibited Act;
- 18.2.4 the Supplier suffers an Insolvency Event;
- 18.2.5 the Supplier ceases or threatens to cease to carry on its business.
- 18.3 For the purposes of clause 18.2.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from:
- 18.3.1 a substantial portion of this Contract; or
- 18.3.2 any of the obligations set out in clauses 3,4, 5, 6, and 7 over the term of this Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 18.4 The termination of the Contract, however arising, shall be without prejudice to the rights of the Customer accrued prior to termination. The terms which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

19. ASSIGNMENT

- 19.1 The Supplier shall not without the written consent of the Customer 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. The Customer may, in the granting of such consent, provide for additional terms relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 19.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 19.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

20. FORCE MAJEURE

- 20.1 The Customer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Customer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

21. GENERAL

- 21.1 Each right or remedy of the Customer under the Contract is without prejudice to any other right or remedy of the Customer whether under the Contract or not.
- 21.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 21.3 Failure or delay by the Customer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 21.4 Any waiver by the Customer of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 21.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 21.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relating to the obtaining or execution of any Contract.
- 21.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 21.8 The CPS Purchase Order Terms and Conditions adhere to the [GCF Supplier Code of Conduct](#), which suppliers are expected to follow.