

Merit Holdings Limited

Terms and Conditions of Contract for Purchase of Materials and Equipment

January 2022

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1. INTERPRETATION

- 1.1 **Act** means the Housing Grants, Construction and Regeneration Act 1996 and subsequent amendments.
- 1.2 **Client** means the party with whom the Contractor is in contract pursuant to the Main Contract.
- 1.3 **Completion Date** means the date for completion of the Product as specified in the Order or any Order Amendment
- 1.4 **Contractor** means MERIT HOLDINGS LIMITED (Company registration number: 04499715) of Unit 8 Silverton Court, Northumberland Business Park, Cramlington, Northumberland NE23 7RY
- 1.5 **Main Contract** means the contract between the Contractor and the Client in respect of the works or work for which the Product is to be supplied.
- 1.6 **Order** means the Contractor's purchase order together with all documents referred to therein or attached thereto by the Contractor and these conditions and any additional conditions imposed by Contractor whether as referred to herein below or otherwise.
- 1.7 **Order Amendment** means a variation or order issued pursuant to Condition 10.
- 1.8 **Performance** means the manufacture, ordering goods, entry on site and installation if applicable or setting aside goods or materials for the purposes of the Order.
- 1.9 **Price** means all sums payable to the Supplier for performance of the Product as stated in the Order.
- 1.10 **Product** means all goods and/or services to be supplied pursuant to the Order whether as expressly described in the Order or to be inferred therefrom.
- 1.11 **Supplier** means the person, firm or company with whom this Order is placed

2. BASIS OF THE CONTRACT

- 2.1 These conditions instructions and all documents issued by the Contractor in connection with this Order or referred to therein whether printed, typed or handwritten shall form part of this Order. No amendment, modification, instruction, variation, waiver or change shall have effect unless in writing and signed on behalf of the Contractor by an authorised signatory.
- 2.2 The Contractor has entered into the Main Contract. The Supplier is deemed to be fully aware of the Contractor's obligations under and arising from the Main Contract and in respect of which the Product is to be supplied and the Contractor will make available to the Supplier at the Supplier's request a copy of the relevant documentation (but not information as to pricing) to assist the Supplier in carrying out its obligations under the Order. The Supplier shall provide collateral warranties and/or product guarantees as are required under the Main Contract upon written request.
- 2.3 The Order as defined herein shall govern the Contractor's contractual relationship with the Supplier and unless expressly accepted in writing signed on behalf of the Contractor by an authorised signatory no terms inconsistent herewith shall have effect. In the event that the Supplier commences Performance before countersigning or otherwise expressly and unconditionally accepting the Order then such act of commencement shall be deemed to be an unqualified acceptance of the Order upon these conditions.

- 2.4 The Supplier's terms and conditions are expressly excluded and no term or condition of the supplier shall have any legal effect unless expressly accepted in writing by the Contractor and signed on behalf of the Contractor by an authorised signatory.

3 DRAWINGS AND INFORMATION

- 3.1 No drawings, designs, specifications, know how or other information provided in connection with the Order by the Contractor or its servants or agents (including all features whether patented or patentable or not and whether separately or collectively shown) nor any other intellectual copyright matter so provided may be reproduced in whole or in part nor used for any purpose other than the execution of the Order. All such drawings, designs and other matters are provided on loan only to the Supplier and are subject to immediate return upon demand.

- 3.2 The Supplier at its own expense shall prepare and submit for approval such drawings as may be required by the Contractor but approval by the Contractor its servants or agents or any third party shall in no sense relieve the Supplier from any of its obligations under the Order. No drawings shall be varied or modified after such approval in any respect without prior written approval from the Contractor which if necessary shall be promptly applied for in good time with full supporting explanation and particulars.

- 3.3 The Contractor is hereby granted an irrevocable and perpetual royalty free licence to use and reproduce for any purpose all copyright matter produced by Supplier or its servants or agents pursuant to this Order.

- 3.4 Any such drawings, designs and other matter shall be regarded by the Supplier as secret and confidential and shall not without the consent in writing of the Contractor be published or disclosed to any third party except for the purposes of implementing the Order.

4 TECHNICAL DATA

- 4.1 The Supplier at its own expense shall supply as built drawings, operating instructions, maintenance manuals, fabrication reports and the like as and when required by the Contractor.

- 4.2 The Supplier shall be responsible for any errors or omissions in any information, drawings, packing details or any other documents produced by it, whether such information has been approved by the Contractor or not.

- 4.3 In the event that the Supplier discovers any ambiguity or discrepancy in the drawings, specification and documents issued in connection with the Order or subsequently whether by way of Order Amendment or otherwise the Supplier shall immediately submit the ambiguity or discrepancy to the Contractor for its determination.

5 QUALITY, MATERIALS, DESIGN AND WORKMANSHIP

- 5.1 The Product shall be supplied strictly in accordance with the Order and any Order Amendments. Materials shall be of satisfactory quality and materials and workmanship shall be fit for their respective intended purposes and in conformity absolutely with the particulars of the Order. The Product shall only be accepted after it has in the opinion of the Contractor satisfied the requirements of the Order. Insofar as the Product involves any design on the part of the Supplier, the design shall be such that the Product is fit for its purpose.

- 5.2 For the avoidance of doubt the Contractor is entitled to the full benefit of all terms ordinarily implied by law whether by statute, trade, custom or usage or other course of dealings between the Contractor and the Supplier and/or their related or associated companies. This includes without prejudice to the generality of the foregoing any implied terms as to satisfaction, merchantability, fitness for purpose, quality, title, correspondence with description and/or sample.
- 5.3 The Contractor shall be deemed not to have any intrinsic expert or specialist knowledge or skill in relation to the Order and the Supplier is deemed to be aware of and to accept this.

6 ASSIGNMENT AND SUB-CONTRACTING

- 6.1 The Supplier shall not assign the Order (nor sub-contract any major part of the Order) without the Contractor's prior written consent. No assignment or sub-contract (even with the Contractor's consent) shall relieve the Supplier of any of its obligations under the Order. The Contractor may assign the Order at any time.
- 6.2 The Supplier shall at the Contractor's request supply the Contractor at no extra cost with unpriced copies of all sub-contract documentation
- 6.3 All applicable terms and conditions of the Order shall be imposed in all sub-contracts entered into by Supplier.
- 6.4 The Contractor may as a condition precedent of consent to sub-contracting insist that the Supplier obtain from its proposed Supplier a deed of warranty in favour of the Contractor and/or any third party in such terms as the Contractor may require.

7 FREE ISSUE MATERIALS

- 7.1 The Supplier shall be responsible and account for all material issued free, whether directly or indirectly by the Contractor or Client. The Supplier must keep detailed records of all receipts and issues and provide a detailed reconciliation to the Contractor when requested. Scrap and wastage of materials must also be accounted for. Free issue materials shall at all times be and remain the property of the Contractor or the Client as the case may be but the Supplier shall maintain an adequate policy of insurance in respect of the excess amount not covered by the insurances required under the Contract for such material and shall produce evidence of cover as and when reasonably required to do so.

8 INSPECTION AND TESTING

- 8.1 The Contractor, the Client and their representatives shall at all reasonable times be granted access to any premises (including those of the Supplier's suppliers) and be allowed to inspect and test the Product at any time prior to acceptance of delivery.
- 8.2 The Contractor or its representatives shall have the option to reject any Product that it considers to be defective or inferior in quality of material, workmanship or design and/or not in accordance with the Order in any respect. Any Product so rejected shall immediately be replaced in its entirety or corrected as required by the Contractor or its representative at the Supplier's expense. The Supplier shall then re-submit to the Contractor the replacement or corrected Product for re-inspection and re-testing.

- 8.3 The Supplier shall make available at its own expense all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the Product (or on Contractor's request, confirmatory re-tests) as may be required by the Contractor and when requested the Product shall be completely assembled for such tests and at the Contractor's reasonable request if so required shall be dismantled for inspection before dispatch.
- 8.4 Where reasonably practical not less than 14 days' notice shall be given to the Contractor that the product or any part thereof is ready for inspection and/or testing.
- 8.5 Neither inspection, testing nor acceptance of any Product nor any waiver of any rights in respect thereof by the Contractor nor its representative shall release the Supplier in any respect from any of its obligations under the Order or otherwise including without limitation its responsibility for any defects subsequently found in materials and/or workmanship.
- 8.6 The Supplier shall supply at its own expense certificates of analysis, tests, inspection or origin as may be required by the Contractor or by law which shall in any event be delivered to the Contractor not later than the Product to which they relate.

9 MAKING GOOD DEFECTS

- 9.1 Without prejudice to the operation of the other provisions of the Order where defects appear in the Product at any time resulting from a breach of the Order then the Contractor shall notify the Supplier in writing as soon as reasonably practicable and the Contractor may at its discretion require the Supplier at its own expense to make good by repair or replacement such defects or to pay the cost of replacement or repair by others. In addition the Supplier shall be responsible for and indemnify the Contractor against any consequential costs incurred by the Contractor arising from or in consequence of the defect and in any event making good of defects shall not prejudice any other rights or remedies to which the Contractor is or shall become entitled to pursuant to the Order.

10 CHANGES/ORDER AMENDMENTS

- 10.1 The Supplier shall carry out any changes to the Product required by the Contractor which without limitation may include alterations in the quantity of the Product as well as additions or omissions to the scope and subject matter of the Product or to the delivery arrangements and no change shall vitiate the Order. No such changes shall be complied with unless expressed by way of written Order Amendment from the Contractor to the Supplier signed by an authorised signatory of the Contractor. All changes shall be valued at the rates and prices set out in the Order. If the rates and prices in the Order are not applicable to the changes then suitable rates based on those in the Order shall be agreed between the Contractor and Supplier. In the event of failure by the Contractor with the Supplier to agree such suitable rates or prices then fair and reasonable rates or prices shall be utilised to adjust the Order Amendment accordingly. Any such increase or decrease ascertained by the Contractor shall remain fixed and final and shall not be subject to further adjustment.

11 PATENTS AND INTELLECTUAL PROPERTY

11.1 The Supplier shall indemnify and save harmless the Contractor and the Client against and from all actions, liabilities, claims, demands, proceedings, losses, damages, expenses, costs, fees, charges whatsoever or howsoever arising out of or in connection with the infringement of any patent or other intellectual property right in respect of the Product supplied hereunder or in relation thereto save where the patent or other intellectual property right is supplied by the Contractor.

12 COMPLETION AND DELIVERY

12.1 The Product shall be completed and/or delivered by the Completion Date. Further the Supplier shall complete and/or deliver the Product to any programme the Contractor may issue from time to time or to any revision thereof. Time to be of the essence.

12.2 The Supplier shall immediately report any delay or anticipated delay whatsoever and its cause and shall keep the Contractor fully informed with dates of anticipated actual delivery and shall use its best endeavours (without prejudice to its other contractual obligations) to eliminate such cause or causes of delay.

12.3 The Supplier shall provide at its own expense such bar charts, suggested programmes and progress data as the Contractor shall request from time to time.

12.4 If the Supplier shall fail to commence Performance of the Order on the starting date or if the Contractor considers that the Supplier may not be able to complete the Order by the Completion Date or if in fact the Supplier shall fail to do so then in either event the Contractor may determine the Order or any part thereof and the provisions of Clause 16 shall apply.

12.5 Any part of the Product ready for delivery before the Contractor requires delivery shall be stored by the Supplier at its own risk and expense.

12.6 Delivery of the Product shall be effected in the manner and at the time or times specified by the Contractor and if the Product is not delivered accordingly then the Supplier shall be fully responsible for any additional expenses arising therefrom. In any event unless otherwise provided the Supplier shall be responsible for dispatch delivery (including packaging, loading and if so required unloading) to the site designated by the Contractor.

12.7 The Product upon delivery shall be accompanied by an advice note showing the Order number, date of delivery, the quantity, weight and full description of the goods delivered.

12.8 The Supplier shall upon delivery obtain a receipt for the Product signed by an authorised signatory of the Contractor. Such receipt shall be upon a duplicate copy of the advice note and shall be forwarded to the Contractor with the Supplier's invoice.

12.9 The Contractor reserves the right to reject partial deliveries of the Product.

12.10 Deliveries will only be accepted by the Contractor between 8:30am and 4:00pm unless by prior written arrangement with the Contractor.

13 **PACKING AND MARKING**

- 13.1 Where the Product consists of more than one item of goods then each separate item must be tagged and indelibly marked with the Order number, and the Contract number, if appropriate. All items shall be carefully packed and protected to protect against damage in transit in such a way as to facilitate rational off-loading. All costs of packing, tagging, marking etc are at the expense of the Supplier and no packaging is returnable unless otherwise agreed by the Contractor in writing signed by authorised signatory at or prior to the date of the Order. The Supplier warrants that all packing, packaging and marking complies with all legal obligations including without limitation all relevant British and International legislation codes of practice and statutory regulations in all respects.
- 13.2 In the case of any delivery having a weight of more than half a tonne or any individual package having a volume in excess of one cubic metre the Supplier shall give the Contractor not less than ten days' notice in writing stating the Order number, quantity and full description and weight of the Product and the date and time (where appropriate) of the proposed delivery.

14 **ADVERTISING**

- 14.1 No advertising, publicity matter or other literature in relation to the Product or to the associated project is to be published, released or utilised by the Supplier except with the prior written permission of the Contractor signed by an authorised signatory.

15 **TERMINATION FOR DEFAULT OR INSOLVENCY**

- 15.1 In the event of any default by Supplier in the performance of any of its obligations which in the opinion of the Contractor constitutes a material breach of such obligation or obligations then the Contractor may forthwith determine the Order by notice in writing. No forbearance whether by allowing an opportunity to rectify such default or breach or otherwise shall constitute a waiver of the Contractor's rights to determine and the exercise of the rights to determine shall be without prejudice to any of the Contractor's other rights arising under the Order or otherwise.
- 15.2 In the event of the Supplier compounding or entering into any arrangement with its creditors whether a Voluntary Arrangement or otherwise or going into bankruptcy or into creditors' voluntary liquidation or compulsory winding-up or having an administrator or administrative receiver or provisional liquidator appointed then the Contractor shall be entitled forthwith or at any time thereafter to determine the Order by serving notice in writing to any business address of the Supplier without prejudice to any of the Contractor's other rights under the Order or otherwise.
- 15.3 For the avoidance of doubt no determination, whether pursuant to Clause 15 or Clause 16 shall adversely affect the operation of any clause of the Order giving rights to the Contractor.
- 15.4 In the event of determination pursuant to Clause 15 or Clause 16 the Contractor shall be entitled to enter the Supplier's premises or any place where the Product is situated in whole or in part and take possession of the whole or any part of the Product and remove the same and title thereto (insofar as the same shall not already be vested in the Contractor) shall forthwith vest in the Contractor and conversely the Contractor shall be entitled to repudiate title in or otherwise reject any goods which it does not require.
- 15.5 In the event of determination pursuant to this clause 15 such determination shall be treated as a repudiation of the contract between the Supplier and the Contractor and which repudiation has been accepted by the Contractor.

16 **TERMINATION GENERALLY**

- 16.1 The Contractor shall be entitled at any time to determine the Order in whole or in part by serving notice in writing upon the Supplier to that effect and thereupon the Supplier shall cease all Performance unless to the extent otherwise provided by the Contractor in the said notice of termination. In the event of such termination the Contractor shall fully discharge all liabilities to the Supplier by making payment pursuant to the terms hereof within a reasonable period of time for all Product satisfactorily performed up to the date of determination together with all goods and materials properly procured by the Supplier for incorporation in the Product which had not yet been incorporated at that time and a reasonable sum in respect of cancellation charges in respect of orders for supply pursuant to its obligations hereunder which the Supplier had properly placed subject to evidence of such orders being provided by the Supplier.
- 16.2 Despite the provisions of Clause 16.1 hereinabove under no circumstances shall the payment thereunder exceed, when added to sums previously paid or otherwise due, the amount which would have been payable to the Supplier had this Order not been determined and Supplier had therefore received payment in full pursuant to Clause 18.

17 **PRICES**

- 17.1 All prices are fixed for the duration of the Order and are not subject to fluctuations or variation.

18 **PAYMENT**

- 18.1 All payments hereunder shall be made in Pounds Sterling. The Contractor reserves the right to make payments by BACS.
- 18.2 Unless otherwise stated in the Order the Supplier may invoice the Contractor within 28 days after delivery of the Product.
- 18.3 Supplier's invoice shall be in triplicate and shall attach a copy of the receipted advice note as referred to in clause 12.8. The invoice shall contain
- 18.3.1 the Order number
 - 18.3.2 a full description including quantity of the Product
 - 18.3.3 the number and date of the advice note
 - 18.3.4 the total value of the invoice indicating the materials and labour element separately where applicable
 - 18.3.5 Value Added Tax where applicable shall be shown separately on all invoices
- 18.4 Unless otherwise stated in the Order, an invoice becomes due for payment 30 days after receipt by the Contractor.
- 18.5 The final date for payment of an invoice shall be the first working day following 60 days after the last day of the month in which an invoice submitted in accordance with clause 18.3 is received by the Contractor.

- 18.6 Not later than 5 days after the due date for payment and two days before the final date for payment of the invoice the Contractor shall give written notice to the Supplier of the amount (if any) of the payment made or purported to be made and the basis on which that amount was calculated.
- 18.7 Unless otherwise stated in the Order the rates and prices stated in the Order are deemed to be sufficient to cover all the Supplier's obligations whether express or implied and without prejudice to the generality of the foregoing where the Product or any part thereof is to be performed otherwise than at the Supplier's premises then the Supplier shall be deemed to have satisfied itself as to all local conditions requirements or difficulties or any other factors which may in any way affect the performance of the Product.
- 18.8 The Contractor on behalf of itself and the Client reserves the right to audit the Supplier's charges and both Contractor and Client shall for a period of two years from the date of completion or delivery of the Product or from the expiration of the Client's audit rights if any under the Main Contract, if later, have free access to any detailed cost data necessary for the purpose of such audit and shall be entitled to confidential copies of such data and supporting documents and information.
- 18.9 In the event that the Product is directly involved in the Contractor's performance of the Main Contract and the Contractor is reliant upon payment from the Client then on the one hand the Contractor undertakes to use its reasonable endeavours to obtain payment from the Client but on the other hand no liability shall arise upon the Contractor to make any payment to the Supplier whatsoever unless and until such time as the Client makes a corresponding payment to the Contractor.
- 18.10 If and in so far as the Act Applies to this contract then clause 18.9 only applies if the Contractor or any other third party upon whom either the Contractor or the Client is dependent (directly or indirectly) for payment is insolvent as defined in the Act.
- 18.11 The Contractor shall have the right to set off against any sum due to the Supplier howsoever arising at any time any claim, damage, loss, expense, abatement or other liability or cost which it may have or sustain under this or any other contract between the Contractor or the Supplier or any associated company to the Supplier and shall likewise be entitled to deduct any such sum in respect of any claim, damage, loss, expense or other liability or cost sustained by any associated company of the Contractor against the Supplier or any associated company of the Supplier

19 **TITLE AND RISK**

- 19.1 Title in the Product shall pass from the Supplier to the Contractor on the sooner of the creation of the relevant goods forming the whole or part of the Product of those goods or allocation from stock or acquisition by the Supplier. Notwithstanding the passing of title the risk in such goods shall remain with the Supplier until delivery or until acceptance of the Product by the Contractor in accordance with the provisions of the Order whichever shall be later. All materials or equipment forming part of the Product in which title has passed shall be clearly marked by the Supplier as the Contractor's property and shall be stored separately from the Supplier's property.
- 19.2 Ownership, title and risk in the Product shall without prejudice to any of the rights or remedies of the Contractor (including the Contractor's rights and remedies under inspection, rejection and guarantee clauses) shall pass to the Contractor on delivery.

20 INDEMNITIES

20.1 The Supplier shall indemnify and save harmless the Contractor and its Client severally against and from any actions, liabilities, claims, demands, proceedings, losses, damages, expenses, costs, fees, charges whatsoever or howsoever arising out of or in connection with any and all of the following:-

20.1.1 The breach of ANY provision of this Order.

20.1.2 Injury, loss or damage to persons or property contributed to or caused by the negligence or breach of duty of the Supplier its servants or agents or otherwise arising out of or in the course of or caused by the acts, omissions or defaults of the Supplier, its servants or agents pursuant to the Order (save where the injury, loss or damage is caused solely by the negligent act or omission of the Contractor).

20.1.3 All third party allegations, liens, claims, arrestments, garnishees, executions, judgments and awards (including expenses) whether groundless or not which may arise out of or in connection with this Order.

20.2 The Supplier shall at the Contractor's request furnish proof satisfactory to the Contractor that all such liens and claims, judgments and awards etc as referred to in clause 20.1.3 have been satisfied or released and further agrees that the Contractor shall have the right to make payment direct to such third party and recover such payments from the Supplier as a contract debt.

20.3 The Supplier shall maintain insurance cover against such liabilities as are referred to at Clause 20 and shall provide to the Contractor on demand valid certificates of insurance in respect thereof.

21 LIENS

21.1 The Supplier agrees to waive any right to exercise a lien upon the Product or upon any materials, component parts, work in progress and, relevant drawings and acknowledges that its sole remedy in the event of any breach by the Contractor of its obligations under the Order is to seek financial relief through the courts. As and when required by the Contractor the Supplier shall give a performance remedies to the Contractor or to any third party nominated by the Contractor.

22 CONFIDENTIALITY

22.1 The Supplier shall not, either during the period of this Sub-Contract or at any subsequent time, disclose to any other person any technology or other information disclosed to it by the Contractor pursuant to this Sub-Contract, and shall use its best endeavours to keep the same confidential (whether marked as such or not), except as provided by clause 22.2 or 22.3.

22.2 Any of the technology or other information referred to in clause 22.1 may be disclosed to:

22.2.1 Any governmental or other authority or regulatory body; or

22.2.2 Any directors or employees of the Supplier

To such extent only as is necessary for the purposes contemplated by this Sub-Contract or as required by law, and subject in each case (other than pursuant to clause 22.2) to the Supplier first obtaining (and submitting to the Contractor a copy of) a written undertaking from the person to whom the disclosure is made, as nearly as practicable in the terms of this clause, to keep it confidential and to use it only for the purposes for which the disclosure is made.

22.3 Any of the technology or other information referred to in clause 22.1 may be used by the Supplier for any purpose, or disclosed by that party to any other person, to the extent only that any part of it is now, or hereafter becomes, public knowledge through no fault of the party in question, provided that in so doing that party does not disclose any part of that technology or other information which is not public knowledge.

23 GENERAL

23.1 Nothing in these conditions shall create, or be deemed to create, a partnership between the parties.

23.2 If any provision of these conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.

23.3 Any notice or other information required or authorised by these conditions to be given by either party to the other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other party at the address referred to in the Order.

23.4 Any notice or other information given by post under condition 23.4 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, and sent by first class, pre-paid post, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

23.5 Any notice or other information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to in the Order within 24 hours after transmission.

23.6 Service of any legal proceedings concerning or arising out of these conditions shall be effected by causing the same to be delivered to the registered office of the party to be served, or to such other address as may be notified by the party concerned in writing from time to time.

24 DISPUTE RESOLUTION

24.1 If any dispute arises out of or in connection with the Order the parties will attempt to settle it by negotiation.

24.2 If any dispute cannot be resolved by negotiation then

24.2.1 if and insofar as the Act applies to the Order then the Technology and Construction Solicitors' Association adjudication rules are hereby incorporated into the Order save that any adjudicator appointed shall not have any right to decide on his own jurisdiction and shall decide the dispute only in relation to the parties legal rights.

24.2.2 if the act is not applicable then the dispute shall be referred to an independent expert with appropriate qualification and practical experience to be agreed between the parties, or if they fail to agree shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

24.2.3 The parties shall promptly furnish to the expert all information reasonably requested by such expert relating to the particular dispute, imposing appropriate obligations of

confidence.

24.2.4 The expert shall be required by the parties to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible as soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.

24.2.5 The parties shall share the fees and expenses of the expert equally. The decision of the expert shall be final and binding upon each of the parties.

24.2.6 For the avoidance of doubt the provisions of this clause provide for an alternative form of dispute resolution and are not a reference to arbitration.

25 **ENGLISH LAW AND JURISDICTION**

25.1 Save where otherwise specifically agreed in writing and signed by an authorised signatory of the Contractor, the Order shall in all respects be construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction.