

GENERAL CONDITIONS OF PURCHASE FOR THE UNIVERSITY OF WEST LONDON

1. Definitions

'Applicable Law' means all applicable laws, statutes, regulations and industry codes from time to time in force.

'Articles' has the meaning given to the term in Condition 21.

'Authorised' means signed by one of Our Authorised Officers.

'Authorised Officer' means Our employee authorised, either generally or specifically, by Us to sign the Order, confirmation of which may be obtained from Our Chief Financial Officer.

'Brexit' means the earlier of: (i) the point at which the United Kingdom exits the European Union; or (ii) the point at which any phased transition arrangement agreed between the United Kingdom and the European Union leading to the withdrawal of the United Kingdom from the European Union commences.

'Conditions' means these general conditions of purchase.

'Contract' means the contract between Us and You for the sale and purchase of the Goods and/or Services in accordance with these Conditions incorporating the Order.

'Delivery Location' has the meaning given to the term in Condition 11.

'Delivery Time' has the meaning given to the term in Condition 11.

'EIR' means the Environmental Information Regulations 2004.

'FOIA' means the Freedom of Information Act 2000.

'Goods' means the goods identified as such in the Order.

'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, 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.

'Losses' means all liabilities, costs, expenses, damages and losses including but not limited to any direct loss, indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads, loss of reputation and all interest, penalties and legal costs.

'Order' means Our order for the Goods and/or Services as set out in Our Purchase Order or Order Amendment (as required by context).

'Order Amendment' means Our Authorised order amendment or series of order amendments, each Order Amendment having precedence over any earlier Order Amendment.

'Package' means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers used for the Goods and 'Packaging' shall be construed accordingly.

'Performance Time' has the meaning given to the term in Condition 11.

'Price' has the meaning given to the term in Condition 3.

'Purchase Order' means Our Authorised purchase order having these Conditions on its reverse or attached to it or referring to these Conditions on its face.

'Sale of Goods Act 1979' shall mean the Sale of Goods Act 1979 as amended from time to time.

'Services' means the services identified as such in the Order.

'We', 'Us' and 'Our' means The University of West London.

'Working Day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

'Working Hours' means 9 am to 5 pm on any Working Day.

'You' and 'Your' means the person, firm or company to which the Order is addressed and any employees, sub-contractors or agents of said person, firm or company.

2. The Contract

(a) You agree to sell, and We agree to purchase, the Goods and/or Services in accordance with the Contract.

(b) These Conditions apply to the Contract to the entire exclusion of all other terms and conditions and are the only Conditions upon which We are prepared to deal with You.

(c) Delivery of Goods and/or the Services in response to an Order or Your written acceptance of Our Order (whichever is the earlier) shall be taken to imply that You have accepted Our Order, at which point the Contract shall come into existence.

(d) No terms and conditions endorsed upon, delivered with or contained in any of Your documents which You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, shall apply to the Contract. You waive any right which You otherwise might have to rely on such terms and conditions.

(e) All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Price

You will sell Us the Goods and/or the Services for the firm and fixed price stated in the Contract (the "**Price**"). If no Price is stated in the Contract the Price shall be a fair price, taking into account prevailing market conditions. The Price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT. Where any taxable supply for VAT purposes is made under the Contract by You, We shall, on receipt of a valid VAT invoice from You, pay to You 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.

4. Variations

We shall have the right, before delivery of the Goods and/or performance of the Services, to send You an Order Amendment adding to, deleting or modifying the Goods and/or the Services.

If the Order Amendment will cause a change to the Price or the Delivery Time or Performance Time You must suspend performance of the Contract and notify Us without delay, providing the new Delivery Time or Performance Time and/or Price calculated at the same level of profitability as the original Price. You must allow Us at least 10 Working Days to consider any new Price and Delivery Time or Performance Time.

The Order Amendment shall take effect when but only if Our Authorised Officer accepts in writing the new Price and Delivery Time or Performance Time within the time You stipulate. If Our Authorised Officer fails to confirm that any new Price and/or Delivery Time or Performance Time relating to the Order Amendment is accepted within the time You stipulate, performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that We may still exercise Our right of cancellation in accordance with Condition 5).

5. Our right of cancellation

(a) In addition to Our other rights of cancellation under this Contract, We may cancel the Purchase Order and any Order Amendment thereto at any time by sending You a notice of termination.

(b) You will comply with any instruction that We may issue with regard to the Goods and/or Services in Our notice of termination. If You submit a termination claim We will pay to You the reasonable cost of any commitments, liabilities or expenditure which in Our reasonable opinion were a consequence of this Contract at the time of termination.

(c) The total of all payments made or due to You under this Contract, including any termination payment, shall not exceed the Price. If You fail to submit a termination claim within three months of the date of Our notice of termination We shall have no further liability under the Contract.

6. Quality and description

(a) The Goods shall:

- (i) conform in every respect with the provisions of the Contract;
- (ii) be capable of all standards of performance specified in the Contract;
- (iii) be fit for any purpose made known to You expressly or by implication and in this respect We rely on Your skill and judgement;
- (iv) be new (unless otherwise specified on the Order), undamaged and free from defects in design, materials and workmanship;
- (v) correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
- (vi) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- (vii) be properly packaged to survive transit and storage without damage and be clearly labelled and addressed; and
- (viii) comply with all Applicable Law.

(b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

- (c) In providing the Services, You shall:
- (i) co-operate with Us in all matters relating to the Services, and comply with all Our instructions;
 - (ii) perform the Services with the best care, skill and diligence in accordance with best practice in Your industry, profession or trade;
 - (iii) ensure that the Services conform with all descriptions and specifications set out in the Order;
 - (iv) use the best quality goods, materials, standards and techniques; and
 - (v) ensure that all goods and materials supplied and used in the Services or transferred to Us, will be fit for any purpose that We expressly or impliedly make known to You and free from defects in workmanship, installation and design.

7. Our premises

If You are required to perform Services at Our premises, We grant to You a non-exclusive licence to access Our premises to the extent reasonably required for the sole purpose of performing Your obligations under the Contract and the following Conditions shall apply:

- (a) You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will:
 - (i) comply with all Applicable Law which may apply to the provision of the Services; and
 - (ii) observe all health and safety rules and regulations and any other security requirements that apply at any of Our premises that We may notify to You in writing.
- (b) Where You leave any equipment or materials on Our premises You do so at Your own risk and We shall have no liability to You in relation to such equipment or materials.

8. Progress and inspection

- (a) You shall at Your expense provide any programmes of manufacture and delivery that We may reasonably require. You shall notify Us without delay in writing if Your progress falls behind or may fall behind any of these programmes.
- (b) We shall have the right to check progress at Your premises, or the premises of Your sub-contractors, at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. You shall ensure that all of Your sub-contracts for the supply of Goods and/or Services to Us shall reserve such right of inspection for Us.
- (c) Any inspection or approval shall not relieve You from Your obligations under this Contract.
- (d) If any testing and/or inspection causes Us to be of the opinion that the Goods and/or Services do not, or are unlikely to, conform with the Order or to any applicable specification, We shall immediately inform You that this is the case and You shall take immediate remedial action as required to ensure conformity and We shall have the right to require and witness further testing and/or inspection.

9. Packaging

- (a) Packaging must consist of readily recyclable material, and/or materials taken from renewable resources, or be a multi-use system, i.e. re-usable. All Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile).
- (b) Unless otherwise stated in the Contract, all Packages shall be non-returnable. If the Contract states that a Package is returnable: (i) You must give Us full disposal instructions before the time of delivery; (ii) the Package must be clearly marked to show to whom it belongs; and (iii) You must pay the cost of all carriage and handling for the return of Package. We shall not be liable for any Package lost or damaged in transit.

10. Safety

In Your supply of the Goods and/or Services to Us, You shall observe all Applicable Laws of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous Goods, the provision of data sheets for hazardous materials and all provisions relating to the supply of food.

11. Delivery

- (a) The Goods shall be properly packed, secured and dispatched at Your expense to arrive in good condition at the time and date ('**Delivery Time**') and the place or places ('**Delivery Location**') specified in the Contract.
- (b) You shall meet any performance dates for the Services specified in the Order ("**Performance Time**").
- (c) If You or Your carrier deliver any Goods at the wrong Delivery Time or to the wrong Delivery Location We may deduct from the Price any resulting costs of storage, transport or re-delivery.
- (d) Delivery of the Goods shall be completed on the completion of unloading and stacking (if applicable) of the Goods at the Delivery Location.
- (e) We will only accept Delivery of Goods during Working Hours and any attempt to deliver Goods outside of Working Hours will be deemed a late delivery subject to condition 12.
- (f) Delivery of the Services shall be deemed complete when these have been signed off by an Authorised Officer.
- (g) Time for delivery of the Goods and/or performance of the Services shall be of the essence.

12. Late Delivery

- (a) If the Goods or any part of them are not delivered by the Delivery Time and/or any Services are not performed by the Performance Time, We may (i) by written notice cancel any undelivered balance of the Goods and/or Services; (ii) return for full credit and at Your expense any Goods that in Our opinion cannot be used owing to this cancellation; and/or (iii) have substitute goods and/or services performed by third parties and recover any additional costs reasonably so incurred from You.
- (b) This shall not affect any other rights or remedies that We may have under these Conditions or implied by statute and common law.

13. Property and risk

- (a) You shall bear all risks of loss of, or damage to, the Goods until completion of delivery and shall insure accordingly.
- (b) Ownership of the Goods shall pass to Us: (i) on completion of delivery but without prejudice to Our right of rejection under this Contract; or (ii) if, prior to completion of delivery, We make any advance or staged payment, at the time such payment is made, in which case You must as soon as possible mark the Goods as Our property.

14. Acceptance

- (a) We shall have the right to reject the Goods and/or the Services in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform with the requirements of this Contract. It is agreed that We may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsection 2A and 2B) or section 35 of the Sale of Goods Act 1979.
- (b) You shall promptly at Our request and without charge, replace the Goods with new Goods that conform with the Contract and/or re-perform the Services. If this is not done to Our satisfaction within a reasonable period We shall be entitled to cancel the Order and purchase the nearest equivalent Goods and/or Services elsewhere. We shall be entitled to recover from You any costs which We incur in obtaining substitute services or goods from a third party. In the event of cancellation under this Condition, You shall promptly repay any monies paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this Condition shall not affect any other rights We may have.
- (c) You must collect all rejected Goods within a reasonable time of Our rejection or We shall return them to You at Your risk and expense.

15. Payment

- (a) Unless stated otherwise in the Contract, correctly rendered invoices received by Our Finance Department will be paid 30 days from date of invoice.
- (b) Your invoice must be sent to UniWestLondon@proactiscapture.com and must quote the full Purchase Order number. We shall not be held responsible for delays in payment caused by Your failure to comply with Our invoicing instructions.

16. Your warranty

It is expressly agreed between You and Us that:

- (a) You shall promptly make good at Your expense any defect in the Goods that We discover under proper usage during the first of 12 months of actual use or 18 months from the date of acceptance by Us or the date being the end of any manufacturer's warranty whichever period shall expire first. Such defects may arise from Your faulty design, Your erroneous instructions to use or inadequate or faulty materials or poor workmanship or any other breach of Your obligations whether in this Contract or under Applicable Law.

- (b) Repairs or replacements will themselves not be covered by the above warranty but for a period of 12 months from acceptance by Us.
- (c) You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

17. Indemnities and insurance

- (a) You shall indemnify Us against all Losses which We may incur either at common law or by statute (other than as a result of any default or negligence of Ourselves or of any person for whom We are responsible) in respect of:
 - i. personal injury to, or death of, any person or in respect of any loss or destruction of, or damage to property, which shall have occurred in connection with any Goods and/or Services provided by You under this Contract or which shall be alleged to be attributable to some defect in the Goods supplied by You; and
 - ii. personal injury to, or death of, any of Your employees, agents, subcontractors or other representatives while on Our premises whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.
- (b) You shall indemnify Us against any and all Losses caused to Us whether directly or as a result of the action, claim or demand of any third party, by reason of any breach by You of the Contract or of any terms or obligations on Your part implied by any statute or statutory provision relevant to the Contract or the Goods or Services. This indemnity shall not be prejudiced or waived by any exercise of Our rights under Condition 14.
- (c) You shall hold satisfactory insurance cover with a reputable insurer to fulfil Your obligations for the duration of this Contract and for one year following its expiry or termination including, without limitation, public liability insurance cover of at least £2M (two million GBP). Satisfactory evidence of such insurance and Your payment of the current premiums shall be shown to Us upon request.

18. Limit of Liability

- (a) Nothing in this Contract shall limit or exclude either party's liability to the other for death or personal injury resulting from that party's negligence; or any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other.
- (b) Subject to Condition 18(a), We shall not be liable to You for any indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads or loss of reputation, howsoever arising under, for breach of, or in connection with this Contract.
- (c) Subject to Conditions 18(a) and (b), Our total liability to You for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed, the Price paid or payable under the Contract.

19. Recovery of sums due

Whenever under the Contract any sums of money shall be recoverable from or payable by You, such sums may be deducted by Us from any sums due, or which at any later time may become due to You from Us under this Contract or under any other Contract You may have with Us.

20. Matters beyond control

If either party (the '**Affected Party**') is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of that party (including, without limitation, any form of government intervention, strikes and lock-outs relevant to the Purchase Order or breakdown of plant) ('**Force Majeure Event**'), such performance shall be suspended, and if it cannot be completed within a reasonable time after the Delivery Time or Performance Time specified in the Order, the Contract may be cancelled by the other party. We shall pay to You such sum as may be fair and reasonable in all the circumstances of the case in respect of Services performed by You, or Goods supplied by You, under the Contract prior to such cancellation but only in respect of Services and/or Goods from which We have received the full benefit as originally contemplated in the Contract. This Condition shall have effect only if it is called into operation by the party wishing to rely on it giving written notice to the other party to that effect as soon as practicable on becoming aware of the Force Majeure Event.

21. Loan of Articles

All tools, materials, drawings, specifications and other equipment and data (the '**Articles**') loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the Contract. You agree that no copy of any of the Articles will be made without the consent in writing of Our Authorised Officer. Until You return all the Articles to Us they shall be at Your risk and insured by You at Your own expense. All scrap arising from the supply of such Articles may be disposed of by You at Our discretion and all proceeds of sales of such scrap must promptly be paid to Us in full.

22. Confidentiality and publicity

- (a) Subject to Condition 22(b), You will keep confidential any information which has been designated as confidential by Us in writing or that reasonably ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including, without limitation, all financial information, supplier lists, manuals, Goods and/or Services, trade secrets, business forecasts, specifications, correspondence, books, records, documents, agreements, photographs, quotations, invoices, files, plans, drawings, technical information (including computer programs, source code and programming information) and any other similar material or information relating in any way to this Contract and/or the business and affairs of the University of West London ('**Confidential Information**'). You will not disclose details of the Confidential Information to any person, other than to Your professional advisers, insurers and Your officers, employees

and authorised representatives, without Our consent, and only insofar as such disclosure is necessary for the effective performance of Your obligations under this Contract. The provisions of this Condition will continue to apply notwithstanding any novation and/or termination of this Contract for any reason and notwithstanding the completion of the performance of Your obligations under this Contract.

- (b) You shall not be liable for the disclosure of any Confidential Information:
 - i. which is or becomes available to the public, other than by means of a breach of this Contract; or
 - ii. to the extent You are required by Applicable Law to disclose such Confidential Information.
- (c) You shall not, without Our prior written consent, use Our corporate name or any other trade mark associated with Us for any purpose including, but not limited to, advertising, publicising, marketing or selling services and/or goods, except as may otherwise be required by Applicable Law. In that event, You shall provide Us with written notice of such request as soon as reasonably practicable, sufficient to allow Us an opportunity to object prior to such disclosure.

23. Freedom of Information

- (a) You acknowledge that We are subject to the FOIA and the EIR and You shall, at Your cost, use all reasonable endeavours and take all necessary steps to assist Us in complying with the FOIA and/or the EIR.
- (b) If You receive a 'request' from any third party (as that term is defined in the FOIA and the EIR, as applicable), You shall immediately provide Us with a written copy of that request.
- (c) You shall ensure that the provisions of this Condition 23 are included in any subcontract You enter into in respect of this Contract.

24. Data Processing

- (a) In these Conditions, “**Data Protection Legislation**” means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and any other laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time); and “**Processing**” and “**personal data**” shall have the same meanings as in the Data Protection Legislation.
- (b) Each party shall comply with its obligations under the Data Protection Legislation.
- (c) To the extent that, as part of any Services, You are Processing personal data on Our behalf, We shall notify You that this is the case and You shall enter into a separate agreement with Us which covers the terms of such Processing.

25. Ownership of Results

If the Contract involves design and/or development work as part of the Services:

- (a) all Intellectual Property Rights in the results of work arising out of or deriving from this Contract (the “**Results**”), shall be Our property absolutely on creation or discovery and You irrevocably assign with full title guarantee all right, title and interest in and to any and all Intellectual Property Rights in the Results (“**Results IPR**”), together with all accrued rights of action in respect of any infringement of the Results IPR.
- (b) You shall promptly communicate to Us all such Results. We may take such steps as We may decide from time to time, and at Our own expense, to register and maintain any protection for any Results IPR, including filing and prosecuting patent applications in relation to any Results IPR and You shall, if requested, and at Our expense do all acts and things necessary to enable Us or Our nominee to obtain such protection.

26. Infringement of third party Intellectual Property Rights

With the exception of Goods made to Our design or instructions, You warrant that neither the Goods, nor the Services, nor Our use of either will infringe any Intellectual Property Rights or other third party rights and You shall indemnify Us against all Losses arising from or incurred by reason of any infringement or alleged infringement of any such rights.

27. Non-observance of these Conditions

If You breach or fail to observe any provision of this Contract We may give You written notice of such breach or non-observance and You shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. Should You fail to rectify the breach or non-observance, We shall have the right to give You written notice terminating the Contract with immediate effect.

28. Your Insolvency

If You become insolvent or bankrupt or make an arrangement with Your creditors or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction) or Your financial position deteriorates to such an extent that, in Our opinion, Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy We may, without replacing or reducing any of Our other rights, terminate the Contract with immediate effect by written notice to You or any person in whom the Contract may have become vested.

29. Assignment and subcontracting

You shall not assign, transfer, charge or subcontract any of Your rights or obligations under, or in any way deal or part with Your interest in, the Contract without Our prior written consent, but We shall not refuse such consent unreasonably. The restrictions contained in this Condition shall not apply to subcontracts for materials for minor details or for any part of which the subcontractors are named in the Contract. If You subcontract in accordance with this Condition 29, You shall ensure that the subcontract must be entered into on equivalent or no less onerous terms than the terms of this Contract and You shall be responsible for all Services performed and Goods supplied by all subcontractors.

30. The UK's decision to leave the European Union

- (a) Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under this Contract and neither party shall be entitled to rely on Brexit and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity.
- (b) An event of Brexit and/or any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit) shall not permit either party to vary and/or to terminate this Contract (or any part of this Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of this Contract).
- (c) Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under this Contract and have taken all associated risks into account when entering into this Contract.
- (d) Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under this Contract shall not be deemed to be a Force Majeure Event for the purposes of Condition 20 of this Contract.

31. Corrupt gifts

In connection with this or any other Contract between You and Us, You shall not directly or indirectly:

- (a) request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Contract; or
- (b) give, provide, or offer to Our officers, staff and/or agents any loan, fee, reward, gift or any emolument or advantage whatsoever to:
 - i. induce that person to improperly perform a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity; or
- (c) commit any offence under the Bribery Act 2010; or
- (d) defraud, attempt to defraud or conspire to defraud Us.

In the event of any breach of this Condition, We shall, without prejudice to any other rights We may possess, be at liberty forthwith to terminate this and any other Contract and to recover from You any loss or damage resulting from such termination.

32. Anti-slavery and human trafficking

In performing Your obligations under this Contract, You shall comply with all applicable labour, anti-slavery and human trafficking legislation and regulations in force from time to time in the United Kingdom, including but not limited to the Modern Slavery Act 2015.

33. Third party rights

Nothing in this Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

34. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

35. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

36. Notice

All notices and communication required to be sent by You or Us in this Contract shall be made in writing and sent by first class mail and, if sent to You, sent to Your registered or head office and, if sent to Us, sent to Chief Fincial Officer, University of West London, St Mary's Road, Ealing, London W5 5RF and shall be deemed to have reached the party to whom it is addressed on the next Working Day following the date of posting.

37. Amendment

No addition, alteration or substitution of these conditions will bind Us or form part of the Contract unless and until accepted in writing by Our Authorised Officer.

38. Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out or in connection with it or its subject matter shall be subject to English Law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or claim.