

TERMS OF TRADE FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. Definitions

In this document the following terms shall have the following meaning:

- **“Contract”** means the Order and the Supplier's acceptance of the Order
- **“Contract Price”** means the price payable by The Office for Legal Complaints (trading as The Legal Ombudsman) to the Supplier as specified in the Order
- **“Deliverables”** means all documents, products and materials developed by the Supplier in relation to the Services in any form
- **“Goods”** means the goods to be bought by LeO from the Supplier (including any parts of them) as set out in the Order
- **“IPR”** means copyright, patent, trade mark, service mark, design right, topography right, database right, rights of confidence, broadcast rights, trades or business names and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
- **“LeO”** means The Office for Legal Complaints, Baskerville House, Centenary Square, Broad Street, Birmingham, B1 2ND, trading as the Legal Ombudsman
- **“Order”** or **“Purchase Order”** means the purchase order attached to these terms which represents LeO's written instruction to buy the Goods (including any part or parts of them) and/ or Services
- **“Safety Requirements”** means health, safety, fire and environmental requirements (whether legislative or otherwise), codes of practice, guidance and policy
- **“Services”** means the services to be provided by the Supplier as set out in the Order
- **“Special Conditions”** means any amendments or additional conditions specified in the Order which shall take precedence over these terms of trade
- **“Supplier”** shall be the person, firm or company who accepts an Order.

2. Application of Terms

2.1 Subject to any variation under Condition 2.3, the terms of the Order shall prevail at all times over all other terms and conditions which the Supplier may purport to apply and to the extent any obligations hereunder have already been performed by either party, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of the terms of the Order.

2.2 Each Order shall be deemed to be an offer by LeO to buy the Goods and/or Services subject to these Conditions and no Order shall be accepted until the Supplier either expressly, by giving notice of acceptance, or impliedly, by fulfilling the Order in whole or in part, accepts the offer. The Supplier undertakes to deliver the Goods and/or perform the Services in accordance with the Contract. Timely provision is of the essence and the Supplier shall notify LeO immediately it becomes aware of any likely delay in such provision.

2.3 Any variation to these Conditions shall have no effect unless expressly agreed in writing by both parties.

3. Quality and Defects

3.1 The Goods and/or Deliverables shall be of the best available design, of the best quality, material and workmanship, be without fault, fit for purpose and conform in all respects with the Order and specification and/or patterns supplied or advised by LeO to the Supplier.

3.2 LeO's rights under these Conditions are in addition to the statutory conditions implied in favour of LeO by the Sale of Goods Act 1979.

3.3 The Supplier represents that it shall be competent to fulfil its obligations under the Contract (which includes having relevant experience, training and/or qualifications) and shall use such due care, skill and diligence as would reasonably be expected of a competent supplier of the Goods and/or Services whilst discharging its obligations under the Contract, perform the Contract in a timely and professional manner and hold any licence, permit and/or certificate required by law for the performance of the Contract.

3.4 The Supplier warrants that the Goods/Deliverables supplied by it and/or used by it to perform and/or support the Goods/Deliverables:

3.4.1 shall be Euro Compliant. “Euro Compliant” means that any software, hardware or firmware forming part of the Goods/Deliverables will be capable:

- (i) of performing all functions for more than one currency;
- (ii) of complying with all legal requirements now or hereafter (at the time of their becoming law) applicable to the Euro including, but without limitation, the rules on conversion and rounding set out in EC Regulation number 1103/97; and
- (iii) of displaying and printing and will (at the time of the enactment of law requiring it to be the case) incorporate in all relevant screen layouts all symbols and codes adopted by any government or any other European Union body or other regulatory authority in relation to the Euro.

3.4.2 shall not contain any computer code:

- (i) designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetically disrupt or distort, the operation of the Goods or any of LeO's other associated software, firmware, hardware, computer system or network (sometimes referred to as “viruses” or “worms”);
- (ii) that would disable the Goods or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices); or
- (iii) that would permit the Supplier or others to access the Goods to cause such disablement or impairment (sometimes referred to as “traps”, “access codes” or “trap door” devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.

3.4.3 shall perform in accordance with any relevant specification and/or documentation.

3.5 At any time prior to delivery to LeO of the Goods, LeO shall have the right to inspect and test the Goods at all times.

3.6 If the results of any inspection or testing pursuant to Condition 3.5 cause LeO to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by LeO to the Supplier, LeO shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition LeO shall have the right to require and witness further testing and inspection.

3.7 Notwithstanding any inspection or testing pursuant to Condition 3.5, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

3.8 Except as otherwise agreed in writing prior to performance of the Contract, the Supplier shall obtain for LeO all necessary consents, permissions and/or clearances from third parties (including, but not limited to IPRs) with respect to the use of the Goods by LeO.

3.9 If any of the Goods/Deliverables fail to comply with the provisions set out in this Condition 3, LeO shall be entitled to avail itself of any one or more remedies listed in Condition 10.

4. Delivery of Goods/ Deliverables

4.1 The Supplier shall ensure that any Goods and/or Deliverables are kept in a suitable and secure manner and shall remain at the Supplier's own risk and expense until either delivered to LeO, at the Supplier's own risk and expense, or collected by LeO at LeO's own risk and expense from the point of collection in accordance with the delivery instructions as notified by LeO. The Supplier shall ensure that the Goods and/or Deliverables are packed in such a manner as to reach LeO in good condition.

4.2 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, among other things, an Order number, the date of the Order, the number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

4.3 The date for delivery shall be specified in the Order, or if no such date is specified, then delivery shall take place within 28 days of the Order.

4.4 Ownership of the Goods and/or Deliverables shall vest in LeO absolutely at such time as LeO either takes physical possession or makes payment (whether in full or in part) for the Goods and/or Services, whichever is the first to occur.

4.5 If the Goods and/or Deliverables are not delivered on the due date then, without prejudice to the other rights which it may

have, LeO shall be entitled to rely on any of the remedies set out in Condition 10.

4.6 Where LeO agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle LeO at its option to treat the whole Contract as repudiated.

5. Contract Price/Payment

5.1 LeO shall pay to the Supplier the Contract Price exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Conditions 5.2, 5.3 and 5.4 below.

5.2 The Supplier shall submit a valid VAT invoice for the whole or any part of the Contract Price to LeO at the address specified in the Order quoting the relevant Order number. LeO shall pay such sums as are due by 30 days from receipt of the Supplier's invoice, provided that the invoice quotes a valid Purchase Order number and is sent to the address advised on such Purchase Order.

5.3 LeO reserves the right to withhold payment to the extent that the Goods and/or Services have not been provided in accordance with the Contract and shall notify the Supplier accordingly giving reasons for such withholding. LeO shall only be entitled to withhold that amount indicated as in dispute.

5.4 Without prejudice to any other right or remedy, LeO reserves the right to set off any amount owing at any time from the Supplier to LeO against any amount payable by LeO to the Supplier under the Contract.

5.5 Subject to Condition 5.3, if LeO fails to make payment in accordance with Condition 5.2 the Supplier shall be entitled to charge interest from the date specified for payment upon the unpaid amount of the principal sum at the rate of 1 per cent per annum above the Bank of England base rate in force at the time of such failure to make payment until payment of the principal sum is made in full provided that:

5.5.1 the Supplier has given written notice to LeO that the amount has not been paid, specifying: the total amount of interest owed at the date of the notice, and, if the principal sum has not been paid, the daily rate at which the interest will continue to accrue; the invoice or invoices to which the interest relates; and the addressee to whom and address to which payment should be made; and

5.5.2 in the event that any sum is agreed between the parties or found to be due to the Supplier following the withholding of payment referred to in Condition 5.3 above, LeO will pay interest on that sum in accordance with Condition 5.5 above from the date on which LeO should have paid that sum.

5.6 Other than where specifically agreed in the Contract, LeO shall not be obliged to pay any time or materials charges or expenses to the Supplier in addition to the Contract Price in respect of costs which the Supplier may have incurred in the performance of the Contract. Where the Contract does provide that LeO shall/may reimburse the Supplier in relation to any expenses, it is a condition precedent of LeO making any payment to the Supplier, that the expenses have been reasonably, properly and necessarily incurred by the Supplier in the performance of the Contract, that the expenses do not exceed those which a LeO employee of comparable qualifications and position would have been entitled to incur under applicable LeO staff expense policy guidelines, and that the Supplier has supplied LeO with proper supporting evidence thereof.

5.7 Where the Supplier is VAT registered the Supplier shall recover VAT on any expenditure incurred in the normal course of its business and shall specify only the net amount of such expenditure in the invoice to LeO prior to adding VAT thereto at the appropriate rate.

6. Equipment/Materials

6.1 The Supplier shall be responsible for the care, control, security and maintenance of any materials and equipment used or provided by the Supplier to perform the Contract. LeO may provide a storage area for any such equipment/materials but is under no obligation to do so. The Supplier shall ensure that any such storage area is fit for the intended purpose and it is used in a suitable, careful and secure manner at the Supplier's own risk and expense and LeO accepts no liability therefore. LeO reserves the right to reclaim the storage area upon notification.

6.2 The Supplier shall not use any LeO equipment/materials without the prior consent of LeO and shall where relevant be responsible for the care, control, security and maintenance of such materials and equipment which it uses.

7. Security and Access

7.1 The Supplier shall obtain from LeO identity cards or entry permits and shall display these whilst on LeO premises. The Supplier shall return these cards/permits to LeO upon termination or expiry of the Contract.

7.2 LeO may request and shall be supplied with identification of the Supplier and may conduct random security checks, including checking the Supplier's possessions and vehicle(s), whilst on LeO premises.

7.3 LeO shall at its discretion give to the Supplier by prior arrangement such access to LeO premises and such general LeO facilities (for example, catering and sanitary) at LeO premises as the Supplier may reasonably require to fulfil its obligations under the Contract. However, LeO may refuse admission to or remove from LeO premises any person whom LeO deems unacceptable for whatsoever reason other than solely to frustrate the Contract.

7.4 The Supplier shall upon the request of LeO grant LeO such access to the Supplier's premises or such other premises as LeO may reasonably require for inspection of any Goods, Deliverables and/or LeO equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.

8. Health and Safety

8.1 The Supplier shall comply with all current relevant Safety Requirements including but not limited to those issued by the Health & Safety Commission and Executive, the Home Office and those issued by LeO and notified in writing to the Supplier.

8.2 LeO and the Supplier may agree in writing Safety Requirements in addition to or different from those specified in Condition 8.1.

8.3 Without prejudice to its obligations under Condition 8.1 above, the Supplier shall:

8.3.1 upon the request of LeO, submit and fully co-operate with any safety vetting process required by LeO and provide a written statement of the Supplier's own Safety Requirements; and

8.3.2 assess reasonably foreseeable risks to health and safety (including fire) that may affect LeO or any third party arising out of or in any way connected with the performance of the Contract, and provide a copy of such assessment to LeO upon reasonable request, and promptly take all reasonable steps to eliminate or adequately control such risks and shall notify and co-operate with LeO accordingly.

8.4 LeO shall notify the Supplier of risks to health and safety which are reasonably foreseeable to LeO and which may affect the Supplier or LeO arising out of or in any way connected with the activities of LeO in connection with the Contract, and the Supplier shall have due regard to these.

9. Termination

9.1 LeO may terminate the Contract for any reason by providing 15 days prior written notice to the Supplier.

9.2 LeO shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:

9.2.1 the Supplier commits a breach of any of the provisions of the Contract and:

(i) the breach is capable of remedy and the Supplier fails to remedy the breach within 14 days (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy (in which case LeO reserves the right to remedy the breach and recover the costs thereof from the Supplier and terminate the Contract in accordance with this Condition 9); or

(ii) the breach is not capable of remedy; or

(iii) the breach is a material breach or a breach of a material term;

9.2.2 any distress, execution or other process is levied upon any of the assets of the Supplier; or

9.2.3 the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or

9.2.4 the Supplier ceases or threatens to cease to carry on its business; or

9.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of LeO the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

9.2.6 the continued performance thereof is prevented by reason of any acts, events, omissions or accidents beyond the reasonable control of LeO or the Supplier, including (without limitation) strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

9.3 If the Contract is terminated by LeO pursuant to Condition 9.2.5, LeO's liability to the Supplier shall be limited to:

9.3.1 the payment of such sums as may be due to the Supplier up to and including the date of termination; and

9.3.2 the reasonable costs that the Supplier may have properly, reasonably and directly incurred in relation to fulfilling the Contract, prior to the date of termination. The Supplier shall provide LeO with satisfactory evidence of such costs, and any reimbursement shall always be subject to the Supplier's duty to mitigate any losses it may suffer.

9.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of LeO accrued prior to termination. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

9.5 Upon termination of the Contract for whatever reason the Supplier shall promptly deliver up to LeO at the Supplier's own risk and expense the whole or any part of any Goods and/or Deliverables owned by LeO pursuant to Condition 4.4 hereof, and any LeO equipment/materials, identity cards or entry permits provided or used under the Contract. LeO shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover the costs thereof from the Supplier.

9.6 For the purposes of this Condition 9, a "material breach" shall mean, a breach of a provision of the Contract which LeO, in its sole discretion, deems significant enough to terminate the Contract. A "material term" shall be a term of the Contract which LeO, in its sole discretion deems to be a significant term of the Contract which, if breached, would entitle LeO to terminate the Contract.

10. Remedies

10.1 Without prejudice to any other right or remedy which LeO may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, LeO shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by LeO:

10.1.1 to rescind the Order;

10.1.2 to reject the Goods and/or Deliverables (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods and/or Deliverables so returned shall be paid forthwith by the Supplier;

10.1.3 at LeO's option to give the Supplier the opportunity, at the Supplier's expense, either to remedy any defect in the Goods and/or Deliverables or to supply replacement Goods and/or Deliverables and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

10.1.4 require the Supplier to repay the price of the rejected Goods and/or Deliverables in full (whether or not LeO has previously required the Supplier to repair or replace the rejected Goods and/or Deliverables);

10.1.5 to refuse to accept any further deliveries of the Goods and/or Deliverables but without any liability to the Supplier;

10.1.6 to carry out at the Supplier's expense any work necessary to make the Goods and/or Deliverables comply with the Contract; and

10.1.7 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

10.2 LeO's rights and remedies under this Condition 10 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into these terms by the Sale of Goods Act 1979.

11. Indemnity

11.1 The Supplier shall indemnify LeO against all costs and expenses (including legal costs), losses and liabilities which LeO may incur as a result of the Supplier's:

11.1.1 breach of or non-compliance with its obligations or warranties under the Contract; or

11.1.2 negligence or wilful default;

and the Supplier shall indemnify LeO against any claims from third parties made as a result of its acts or omissions (including but not limited to any infringement of any IPR supplied under or used in connection with the Contract).

12. Liability and Insurance

12.1 The Supplier shall arrange and maintain with a reputable insurer adequate public liability insurance and product liability insurance which shall each be no less than three million pounds sterling (£3,000,000) and with scope of cover appropriate to the Goods and/or Services provided under the Contract in respect of any one claim or incident, for a period of six (6) years from the date of this Contract. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under the Contract.

12.2 The Supplier shall arrange and maintain adequate insurance of at least the full value of the Goods and/or Deliverables so as to safeguard against the loss or damage of such Goods and/or Deliverables provided under the Contract, where risk has not yet passed to LeO pursuant to Condition 4.

12.3 The Supplier shall produce to LeO on demand copies of the insurance policies maintained in accordance with the terms of this Contract, and receipts for premiums required to be paid in relation to such policies.

12.4 Where the Supplier engages a sub-contractor, the Supplier shall either ensure that the insurance requirements as specified in Condition 12.1 extend to cover the legal liabilities of the sub-contractor or that the sub-contractor holds its own insurance of the nature and extent set described in Condition 12.1.

12.5 The Supplier shall be responsible for insuring against loss, damage and liabilities to third parties and anyone carried in or on any equipment including without limitation motor vehicles or mobile plant provided by the Supplier to perform the Contract.

13. Data Protection

13.1 The Supplier shall and shall ensure that all of its officers, employees, agents and sub-contractors comply in all respects with all current data protection legislation, including the Data Protection Act 1998 ("the Act").

13.2 If in the reasonable opinion of LeO, as a result of entering into the Contract, the Supplier becomes a Data Processor and LeO a Data Controller as defined in the Act, then the Supplier shall:

13.2.1 process personal data (as defined in the Act) in accordance with the eight Data Protection Principles and, in particular, in order to comply with the Seventh Data Protection Principle, and shall ensure that its sub-contractors and any other person within the control of the Supplier, shall:

(i) process personal data only in accordance with instructions from LeO;

(ii) take reasonable steps to ensure the reliability of any employees who have access to personal data;

(iii) take such technical and organisational security measures against unauthorised and unlawful processing of, accidental loss of, destruction of or damage to personal data as may be required, having regard to the state of technological development and the cost of any measures, to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the data to be protected;

(iv) grant to LeO such access as is reasonably necessary to enable LeO to verify that the Supplier is performing its obligations under this Condition 13; and

13.2.2 where applicable, comply with the provisions of the Telecommunications (Data Protection and Privacy) Regulations 1999 regarding unsolicited direct marketing.

13.3 If the Goods and/or Deliverables contain personal data governed by the Act then the Supplier warrants that such data was obtained by the Supplier and is supplied to LeO in compliance with the Act and the Telecommunications (Data Protection and Privacy) Regulations 1999.

14. Confidential Information

14.1 Except for the purposes of the Contract, neither the Supplier nor LeO (each a "Party" for the purposes of this Condition) will use or make available to any third party at any time during or after the Agreement any information which the other Party has (acting reasonably) designated in writing as confidential except that nothing shall prevent a Party disclosing such information:

14.1.1 which is or later comes into the public domain otherwise than through an act or omission of the Party receiving the information;

14.1.2 which is required to be disclosed in accordance with the Freedom of Information Act 2000 ("FOIA"), if applicable, or otherwise is required to be disclosed by law, order of court, the requirements of any regulatory authority or taxation authority or the rules of any stock exchange;

14.1.3 which either Party is required to disclose to its insurers or professional advisers provided that such insurers or professional advisers are aware that such information is confidential and are bound by a similar obligation of client confidence in respect of such information;

14.1.4 which is disclosed with the prior written consent of the other Party.

15. Assignment and Subcontracting

15.1 The Supplier shall not without the prior written consent of LeO assign or sub-contract any of its rights or obligations under the Contract to any third party.

15.2 Notwithstanding that all liability for any sub-contractor rests with the Supplier, any sub-contractor engaged by the Supplier shall be required to be subject to the same obligations as the Supplier is subject to under the Contract and the Supplier shall do all things necessary to ensure that the sub-contractor complies with these including obtaining an undertaking from the sub-contractor in favour of LeO binding the sub-contractor to comply with the Contract and giving the sub-contractor all relevant information provided to the Supplier by LeO.

16. Good Faith

16.1 The Supplier shall act in good faith at all times and shall neither bring LeO into disrepute or offend the community or public morals and shall at all times throughout the Contract respect public conventions and morals. Nor shall the Supplier, without the prior written consent of LeO, make any reference to LeO in any advertising, promotional or published material, nor speak in public about LeO or its affairs.

17. Information Provision

17.1 If requested by LeO, the Supplier shall provide evidence of compliance with any of the Supplier's obligations under the Contract, including without limitation in connection with the measures described under Condition 17.2.

17.2 To ensure that the Goods and/or Deliverables conform to the quality required by LeO, where appropriate, LeO may stipulate a range of measures by which the Supplier's performance can be assessed.

18. Discrimination

18.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998, or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

18.2 The Supplier shall take all reasonable steps to secure the observance of Clause 21 by all its staff, agents and sub-contractors involved in the delivery process.

18.3 Upon the Supplier breaching either the applicable law LeO shall be entitled to terminate the Contract with immediate effect by notice in writing to the Supplier and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

18.4 The Supplier shall indemnify LeO in the case of any finding under the Equality Act arising out of the Supplier's acts or omissions.

19. Welsh Language Act

19.1 The Supplier shall for the term of the Contract comply, as required, with the principles of LeO's Welsh Language Scheme.

20. Prevention of Corruption and Fraud

20.1 The Supplier shall not offer or give, or agree to give, to LeO or any other public body or any person employed by or on behalf of LeO or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with LeO or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

20.2 The Supplier warrants that it has not paid commission or agreed to pay commission to LeO or any other public body or any person employed by or on behalf of LeO or any other public body in connection with the Contract.

20.3 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its officers (including

its shareholders, members and directors), employees, agents, suppliers and sub-contractors in connection with receipt of monies from LeO.

20.4 If the Supplier, its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors or anyone acting on behalf of the Supplier engages in conduct prohibited by Conditions 20.1 and 20.3 LeO may:

20.4.1 terminate the Contract and recover from the Supplier the amount of any loss suffered by LeO resulting from the termination, including the cost reasonably incurred by LeO of making other arrangements for the supply of Goods and/or Services and any additional expenditure incurred by LeO throughout the remainder of the period of the Contract; or

20.4.2 recover in full from the Supplier any other loss sustained by LeO in consequence of any breach of those Conditions.

21. General

21.1 Any notice required to be given pursuant to the Contract shall be in writing, addressed to General Counsel, where such notice is sent by the Supplier, and to an authorised official of the Supplier (as notified by the Supplier to LeO) where such notice is sent by LeO and shall be sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post to the respective address specified in the Order, or by fax confirmed by first class post, or by email which has been received, as evidenced by receipt by the sender of a read receipt, to LeO or the Supplier at the relevant address specified in the Order, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.

21.2 The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

21.3 Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind LeO or to contract in the name of or create a liability against LeO in any matter whatsoever.

21.4 Any amendment or variation to the Contract shall only be made by prior written agreement between the parties.

21.5 The unenforceability of any single provision of the Contract shall not affect any other provision thereof. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

21.6 The headings to the Conditions and sections of these terms of trade are for ease of reference only and shall not affect the interpretation or construction of the Contract.

21.7 Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, the Contract constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.

21.8 This Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Contract.

21.9 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the courts.