

TERMS AND CONDITIONS OF PURCHASE

1 INTERPRETATION

"Buyer" means the University of Southampton incorporated in England & Wales by Royal Charter with registered number RC000668 whose principal address is The Office of the President and Vice-Chancellor, George Thomas Building, University Road, Highfield, Southampton, SO17 1BJ.

"Buyer Materials" means all documents, information, software, data, know-how, reports, items, and materials in any form (whether owned by the Buyer or a third party), which are provided by the Buyer to the Seller in connection with the Services.

"Contract" means each contract for the purchase of Goods and/or Services on the Contract Terms (the Contract comprising these Contract Terms and a Purchase Order).

"Contract Terms" means these general terms and conditions of purchase and includes any special conditions agreed in writing between the Buyer and Seller.

"Deliverables" means any outputs of the Services and any other documents, products and materials provided by the Seller to the Buyer in relation to the Services, including any items which are specified as such in a Purchase Order or Specification.

"Goods" means the goods (including any instalment, component, part of or raw materials used in such goods) described in a Purchase Order or Specification.

"Intellectual Property Rights" means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trademarks, geographical indications, service marks, trade names, design rights, rights in get-up and trade dress, database rights, databases, domain names, business names, rights in computer software, semiconductor topography rights, the right to sue for infringement, unfair competition and passing off, all similar rights of whatever nature wherever in the world arising, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future, and (e) wherever existing.

"Purchase Order" means the Buyer's Purchase Order for Goods and/or Services to which these Contract Terms are appended or linked via web URL.

"Seller" means the person, firm or company to whom the Purchase Order is issued.

"Seller Materials" means all pre-existing documents, information, software, items and materials and Intellectual Property Rights in any form (whether owned by the Seller or a third party) which are provided by the Seller to the Buyer in connection with the Services, or which the Buyer reasonably requires to be provided to it to enjoy the benefit of the Services (but excluding the Deliverables).

"Services" means the services (if any) described in the Purchase Order or Specification.

"Specification" means the quantity, quality, performance, specification, and description of the Goods and/or the Services, and the term during which the Goods and/or Services will be provided, which is specified or referred to in the Purchase Order, or which is otherwise specified in any quotation, presentation or other document specification supplied or otherwise agreed in writing by the Buyer.

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

2 BASIS OF PURCHASE

2.1 The Buyer's Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to the Contract Terms. Any of the following are deemed to constitute the Seller's agreement to comply with the Contract Terms:

2.1.1 any acceptance of a Purchase Order by the Seller (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than the Contract Terms by the Seller);

2.1.2 the commencement of any work by the Seller; or

2.1.3 the delivery of any Goods or the performance of any Services by or on behalf of the Seller.

2.2 Subject to Clause 2.3, the Contract Terms shall apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which a Purchase Order is accepted or purported to be accepted by the Seller.

2.3 Where the Buyer and the Seller have entered into a separate agreement in relation to the procurement of the Goods and/or Services on the Buyer's short form or long form terms and conditions for the supply of goods and services, but these Contract Terms are nevertheless appended to a Purchase Order by the Buyer, then those other duly executed terms of the Buyer shall have effect to the exclusion of these Contract Terms.

2.4 No variation to a Purchase Order or these Contract Terms shall be binding unless agreed in writing and signed by the Buyer's authorised representative.

2.5 To the extent that any special conditions agreed in writing between the Buyer and the Seller are inconsistent with these general conditions of purchase, the provisions of the special conditions shall prevail.

3 QUALITY AND SPECIFICATION

3.1 The Seller must ensure that the quantity, quality, performance, specification, and description of the Goods and/or the Services complies in all respects with the Specification.

3.2 The Seller must ensure that the Goods and/or Services are fit for the purpose for which the Buyer has purchased them, or if this is not specified, the purpose for which Goods and/or Services are usually purchased. They must conform with all legal requirements, applicable standards and codes of practice, any governing specifications or standards referred to in the Purchase Order and with any sample which the Buyer has given to the Seller or which the Seller has given to the Buyer.

3.3 Goods and/or Services which do not meet these requirements shall be considered as defective.

3.4 The Seller must inform the Buyer immediately if it knows or has any reason to suspect that any Goods or Services may be defective or have a latent defect or are of a batch or design which has proven defective when supplied to others.

3.5 Any Specification produced or supplied by the Buyer, or specifically produced for the Buyer by the Seller in connection with the Contract, together with the Intellectual Property Rights in such Specification shall be the Buyer's exclusive property.

3.6 Bespoke Goods (i.e., not commercial off the shelf goods) made to any Specification produced or supplied by the Buyer, or specifically produced for the Buyer by the Seller to the Buyer's Specification in connection with the Contract, shall not be manufactured for or supplied by the Seller to any other party.

3.7 The Buyer shall be entitled to inspect and test the Goods during manufacture or processing (where they are bespoke goods and not commercial off the shelf goods) or storage prior to despatch and to test the Services during performance, without relieving the Seller of the Seller's obligations.

3.8 The Goods shall be marked in accordance with the Buyer's instructions (if any) and the Seller shall ensure they are marked in accordance with any applicable regulations or requirements of the carrier and properly packed and secured to reach their agreed destination in an undamaged condition.

4 INFORMATION

4.1 The Seller shall provide to the Buyer such information about the Goods and any components, parts or raw materials used in manufacturing the Goods including information relating to possible risks to health and safety and environment.

4.2 The Seller must quote the Purchase Order number on all documentation relating to the Contract (including on any invoices issued to the Buyer).

5 PRICE

5.1 The price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless otherwise so stated, shall be exclusive of any applicable VAT and inclusive of all charges for packaging, packing, shipping, carriage, insurance, and delivery, and inclusive of all other taxes and tariffs (including import tariffs). Any additional charges agreed with the Buyer prior to delivery, such as overnight or small order charges, must be shown separately on the Seller's invoice.

5.2 No increase in the price may be made for any reason without the Buyer's prior written consent.

6 PAYMENT

6.1 Unless otherwise stated by the Buyer, payment shall be made within 30 days of receipt and agreement of a valid invoice correctly rendered stating the PO number (if applicable).

6.2 Time of payment shall not be of the essence.

6.3 The Buyer may set off against the price any sums owed to the Buyer by the Seller.

7 DELIVERY

7.1 The date and place of delivery of the Goods and/or Services shall be specified in the Purchase Order or Specification unless agreed otherwise between the Buyer and Seller.

7.2 The Seller shall furnish such programmes of manufacture and delivery as the Buyer may reasonably require and Seller shall give notice to the Buyer as soon as practicable if such programmes are or are likely to be delayed.

7.3 Delivery shall be deemed to be made on receipt of the Goods and/or Services by the Buyer at the place of delivery specified in the Purchase Order or Specification during the Buyer's normal business hours.

7.4 Time of delivery of the Goods and of performance of the Services is of the essence.

7.5 A delivery note quoting the Purchase Order number must accompany each delivery.

7.6 The Buyer does not accept delivery or performance by instalments unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

7.7 If Goods are incorrectly delivered, the Seller shall pay to the Buyer any additional expense incurred by the Buyer in storing the Goods and delivering them to their correct destination.

8 ACCEPTANCE

8.1 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract (and in particular, which do not comply with the provisions of clause 3 or clause 11), and shall not be deemed to have accepted them until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

9 RISK AND TITLE

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery in accordance with the Contract.

9.2 Ownership of the Goods shall pass to the Buyer on the earlier to occur of (i) delivery, or (ii) when payment for the Goods is made.

9.3 If the Buyer properly rejects any Goods in accordance with this Contract, the risk in and title to those Goods shall revert to the Seller on the giving of notice of that rejection to the Seller.

10 COMPLIANCE

10.1 In performing its obligations under this Contract, the Seller shall comply with all applicable laws and regulations which are relevant to the provision of Goods or Services under this Contract, including, without limitation, in relation to:

10.1.1 the manufacture and sale, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed), packing, storage, handling and delivery of the Goods, all relevant export control measures and related restrictions relating to the transfer or disclosure of Goods and technology (including know-how and other information) and performance of the Services;

10.1.2 the provisions of the Data Protection Act 2018;

10.1.3 the provisions of the Modern Slavery Act 2015;

10.1.4 the provisions of the Bribery Act 2010; and

10.1.5 the provisions of all applicable equality laws (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

11 WARRANTIES

11.1 The Seller warrants to the Buyer that the Seller is fully qualified, financed and organised to perform the Contract and that the Goods:

11.1.1 will be of satisfactory quality and fit for all purposes for which the Goods are commonly supplied, and will otherwise comply with the provisions of clause 3;

11.1.2 will be free from defects in design, material and workmanship and shall remain so for a minimum of 12 months after delivery; and

11.1.3 will correspond with the Specification or sample; and

11.1.4 will comply with all applicable laws and regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).

11.2 The Seller warrants to the Buyer that the Services:

11.2.1 will be performed by appropriately trained and qualified personnel, with due care and diligence; and

11.2.2 will comply with all applicable laws and any regulations relating to the performance of the Services and the processing of personal data for the purpose of this Contract.

12 CERTAIN RIGHTS AND REMEDIES ON DEFAULT

12.1 Each of the Buyer's rights or remedies is without prejudice to any other right or remedy.

12.2 If Goods are not delivered or Services are not performed on the due date or not in accordance with this Contract (which includes a failure to enter into a further agreement with the Buyer when requested under clause 19), then the Buyer shall be entitled to cancel the Purchase Order (or any part) without liability and purchase substitute items or services elsewhere and recover from the Seller any loss or additional costs incurred.

12.3 Without prejudice to any other right or remedy available to the Buyer, if the Buyer rejects any Goods in accordance with clause 8.1 or if any Goods or Services are not supplied or performed in accordance with this Contract, the Buyer shall be entitled to require the Seller (at the election of the Buyer) to either:

12.3.1 repair or replace the rejected Goods (at the Seller's cost) within 5 days of being requested to do so; or

12.3.2 require the Seller to repay the price of the rejected Goods and/or Services in full; and/or

12.3.3 claim damages for any other costs, expenses or losses resulting from the Seller's delivery of Goods or performance of Services that do not conform with the these Contract Terms (including, in particular, the additional costs of obtaining substitute goods or services from a third party supplier).

12.4 These Contract Terms shall apply to any repaired or replacement Goods supplied by the Seller.

13 INDEMNITY

13.1 The Seller shall indemnify the Buyer in full against all liabilities, losses, costs, and expenses (including legal expenses) incurred by or awarded against the Buyer as a result of or in connection with:

13.2 breach of any warranty relating to the Goods or the Services;

13.3 any claim that the Goods or Services infringe the Intellectual Property Rights of any person, except to the extent that the claim arises from following the written instructions specified to the Seller by the Buyer;

13.4 any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract, or breach of any applicable law, or the acts or omissions of the Seller, its employees, agents, or subcontractors; and

13.5 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods or Services, to the extent that the defect in the Goods or Services is attributable to the acts or omissions, or the breach of any applicable laws, by the Seller, its employees, agents, or subcontractors.

14 FORCE MAJEURE

14.1 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of their respective obligations if the delay or failure was beyond their reasonable control. For the avoidance of doubt, illness or shortage of the Seller's staff or subcontractors or the failure or delay by any of the Seller's suppliers to supply goods, components, services or materials shall not be regarded as causes beyond the Seller's reasonable control, nor shall circumstances which result from a failure by the Seller to put in place appropriate measures to address a known risk be regarded as a cause beyond the Seller's reasonable control.

15 SPARE PARTS

- 15.1 Where applicable, the Seller shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from the Seller for 5 years from date of first use by the Buyer of the Goods in question. These Contract Terms shall apply to those spare and/or replacement parts.

16 INSTALLATION AND WORK ONSITE

- 16.1 The Seller shall at all times whilst on the Buyer's premises or on site comply with and procure that its employees, agents and sub-contractors comply with all relevant statutory and other legal requirements relating to the provision of the Services, all health and safety legislation and all security and safety regulations and rules from time to time in force on those premises or site, including the particular health and safety policies of the Buyer in relation to its premises or site that are in place from time to time, and the Seller will be deemed to have full knowledge of such regulations and requirements, copies of which shall be supplied on request.
- 16.2 Where the Seller is responsible for installation of the Goods and/or providing other Services, such Services shall be carried out to the Buyer's satisfaction. On receipt of a commissioning certificate from the Buyer's authorised representative, which shall not constitute acceptance of the Goods and/or Services, the Seller shall clear away and remove from the Buyer's premises or site all installation plant, service material, rubbish and temporary works and leave the premises or site and the Goods in the same state of cleanliness and to the expected workable condition. The Seller may by prior arrangement with the Buyer leave such equipment and spare parts on such premises or site as may be necessary to carry out its duties under the Purchase Order but does so at its own risk.

17 TERMINATION

- 17.1 The Buyer shall be entitled to cancel Purchase Orders and or terminate the Contract in respect of all or part only of the Goods and/or the Services by giving 10 days written notice at any time without incurring any liability to the Seller other than to pay for Goods and/or Services already delivered or performed at the time of such notice.
- 17.2 The Buyer shall be entitled to terminate the Contract effective immediately without liability to the Seller and reserving all rights by giving notice to the Seller at any time if:
- 17.2.1 the Seller is in material breach of any of the Seller's obligations and that breach cannot be remedied (including, in particular, any breach of the warranties given in clause 11);
- 17.2.2 the Seller is in material breach of any of the Seller's obligations and that breach can be remedied but the Seller fails to do so within 14 days starting on the day after receipt of notice from the Buyer;
- 17.2.3 the Seller commits more than one breach of any of the Seller's obligations and the cumulative effect of such breaches is that the Buyer reasonably believes that the Seller will continue to deliver a substandard performance over the one-month period immediately after the service of notice specified in condition 17.2.2;
- 17.2.4 the Seller makes any voluntary arrangement with the Seller's creditors or becomes subject to an administration order or goes into liquidation or bankruptcy or an encumbrancer takes possession, or a receiver is appointed of any of the Seller's property or assets;
- 17.2.5 the Buyer reasonably believes that any of the events mentioned above is about to occur or that in the Buyer's reasonable opinion the financial standing of the Seller has diminished so as to give the Buyer reasonable cause to believe the Seller can no longer satisfy its obligations under this Contract, and notifies the Seller accordingly; or
- 17.2.6 the Buyer reasonably believes that the circumstances for termination set out in public procurement legislation to which it is subject apply to this Contract.
- 17.3 If delivery is incomplete at the time of termination, then the Buyer may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Purchase Order.

18 CONFIDENTIALITY

- 18.1 Each party undertakes that it shall not at any time from the date of this Contract, and for a period of two years after the completion of all of the Services or the delivery of all of the Goods by the Seller in accordance with this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 18.2.
- 18.2 Each party may disclose the other party's confidential information:
- 18.2.1 to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 18; and
- 18.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

19 DATA PROTECTION

- 19.1 The parties do not intend to share personal data when performing their obligations under this Contract. However, to the extent any personal data is shared, each party agrees to comply with all applicable obligations arising under data protection legislation that are applicable to the parties and the role they fulfil under these Contract Terms as controller, processor or joint controllers and each party agrees to abide by the overarching principles that: (a) personal data must only be processed where it is necessary for the purposes of the Goods and/or Services being received by the Buyer; (b) processing of this personal data in 19.1 (a) must be in accordance with the reasonable written instructions of the party that is the controller and the instructions of the controller must be in accordance with the law; (c) the parties must implement and maintain appropriate technical and organisational measures to reasonably protect personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and (d) neither party shall in its capacity as a data processor under these Contract Terms, process and/or transfer or otherwise directly or indirectly disclose, any personal data that is shared under these Contract Terms in or to any country or territory outside the United Kingdom without the prior written authorisation of the party who is the data controller.
- 19.2 Where the Buyer is the data controller, the Seller shall co-operate with the Buyer to complete a data protection impact assessment and enter into (i) the Buyer's standard data processing agreement or (ii) the international data transfer agreement and addendum then in force and published by the Information Commissioner's Office to facilitate any international personal data transfers required under the Contract, and in both instances at no additional cost to the Buyer and upon the request of the Buyer's authorised representative.

20 INTELLECTUAL PROPERTY

- 20.1 In relation to the Buyer Materials:
- 20.1.1 the Buyer and its licensors shall retain ownership of all Intellectual Property Rights in the Buyer Materials; and
- 20.1.2 the Buyer grants to the Seller a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Buyer Materials solely for the purpose of providing the Goods and/or Services to the Buyer.
- 20.2 In relation to the Seller Materials:
- 20.2.1 the Seller and its licensors shall retain ownership of all Intellectual Property Rights in the Seller Materials; and
- 20.2.2 the Seller grants to the Buyer a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Seller Materials where it is necessary and then solely for the purpose of enjoying the benefit of the Goods and/or Services provided to the Buyer.
- 20.3 In relation to the Deliverables:
- 20.3.1 the Seller assigns to the Buyer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables;
- 20.3.2 the Seller shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
- 20.3.3 the Seller shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 20.3.1.

21 DISPUTE RESOLUTION PROCEDURE

- 21.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute), then the parties shall follow the procedure set out in this clause:
- 21.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, representatives of each party shall meet to attempt in good faith to resolve the Dispute;
- 21.1.2 if the representatives of the parties in clause 21.1.1 are for any reason unable to resolve the Dispute within 20 Working Days of service of the Dispute Notice, the Dispute shall be referred to the head of procurement of the Buyer and the main contract manager of the Seller (or such persons holding an equivalent position at either party) who shall attempt in good faith to resolve it;

- 21.1.3 if the representatives of the parties in clause 21.1.2 are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 10 Working Days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party to the Dispute, referring the dispute to mediation.
- 21.2 Unless otherwise agreed in writing between the parties, the mediation will start not later than 30 Working Days after the date of the ADR notice. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

22 GENERAL

- 22.1 Purchase Orders are personal to the Seller and the Seller shall not transfer, assign, charge, dispose of or deal in any manner or purport to do the same with any of its rights or beneficial interests under the Contract.
- 22.2 The Seller shall not sub-contract any of the Seller's obligations under the Contract.
- 22.3 Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.
- 22.4 Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of the Buyer's rights.
- 22.5 If any provision of these Contract Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.
- 22.6 The Seller shall at all times maintain insurance cover with a reputable insurer against its liabilities under the Contract for a minimum of two million pounds sterling (£2,000,000) per event and shall produce the insurance certificate to the Buyer on demand. Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Seller's liability under this Contract and the Seller shall notwithstanding such limitation remain liable to the Buyer without offset or counterclaim.
- 22.7 All equipment or materials paid for or provided to the Seller by the Buyer in connection with the performance of this Contract shall be and remain the Buyer's property and must be returned to the Buyer in good condition upon request and shall not be copied or used for any purpose other than the performance by the Seller of its obligations under this Contract. The Seller shall correctly maintain and store such equipment or materials and shall be liable for any loss of or damage to them whilst in the possession or under the control of the Seller. The Seller shall keep such equipment and material at such location agreed with the Buyer and shall keep such equipment and materials clearly identified at all times as the property of the Buyer.
- 22.8 Any notice given to a party under or in connection with this Contract shall be sent in writing either:
- 22.8.1 by email to the other party's email which shall be:
- a) in relation to the Buyer: for any legal notices to the email of LegalServices@soton.ac.uk, or for a notice to terminate under clause 17, to the email of the Buyer's head of procurement being procurement@soton.ac.uk;
- b) in relation to the Seller: to the email that the Seller provides to the Buyer either in the Purchase Order or otherwise uses with the Buyer in writing, or if applicable in accordance with clause 22.9, to the email of the UK agent appointed by the Buyer; or
- 22.8.2 otherwise addressed to the other party at its registered office which for the Buyer is set out in clause 1 of the Contract Terms (or in the case of the Seller in accordance with clause 22.9 that of its UK agent), or at such other address as that party may have specified to the other party for this purpose in writing, and delivered:
- a) personally;
- b) by pre-paid first class recorded delivery post; or
- c) by commercial courier.
- 22.8.3 A notice shall be deemed to have been received:
- a) if sent by email, at the time of transmission to the required email address provided no error message is received by the sender; or
- b) if delivered personally, at the time that it is left at the proper address provided this is a Working Day otherwise the next Working Day; or
- c) otherwise, on the second Working Day after posting.
- 22.9 If the Seller is based outside of the UK, the Seller must appoint a UK based agent to accept service of notice under this Contract on its behalf. Where a UK agent has been so appointed by the Seller, the Seller shall promptly inform the Buyer of this fact and provide the Buyer with all necessary contact details in relation to the UK agent. If the Seller's UK agent changes, then the Seller must notify the Buyer of the Seller's new UK agent within 24 hours of their appointment and provide the Buyer with all necessary contact details of the new UK agent.
- 22.10 The Contract shall be subject to English law and to the exclusive jurisdiction of the English courts.
- 22.11 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.