



MEMORANDUM OF AGREEMENT made this date of: [xx.xx.202x]

BETWEEN:-

1. THE CLIENT: [Company Name] a company incorporated in England & Wales ([xxxxxxx]) whose registered office is at [xx], the First Party;

and

2. THE SERVICE PROVIDER: Pareto Facilities Management Ltd a company incorporated in England & Wales (09070750) whose registered office is situated at R+ Building, 2 Blagrove Street, Reading, RG1 1AZ, the Second Party;

WHEREAS:-

2.1 The Client wishes to appoint the Service Provider to perform the works or services as identified in its quotation/proposal, scope of works or other documents and drawings ("the Services") forming the basis of the Contract.

2.2 The Service Provider has agreed to provide the Services on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement the following shall apply:

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| <p>1.1. "the Client" means the First Party to this Agreement and shall include the Client's permitted assignees under this Agreement.</p> <p>1.2. "the Commencement Date" means the date agreed between the Client and the Service Provider as a start date for the Services.</p> <p>1.3. "the Completion Date" means the date agreed between the Client and the Service Provider as the completion date for the Services.</p> <p>1.4. "the Conditions" means the clauses 1 to 19 inclusive set out herein.</p> <p>1.5. "Confidential Information" refers to any secret or confidential commercial, financial, marketing, technical, or other information, including know-how and trade secrets, in any form or medium. This information may be disclosed orally or in writing, before or after the date of this Contract, and includes any reproductions or parts of such information in any form or medium.</p> <p>1.6. "Confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available.</p> <p>1.7. "Contract" means these Conditions together with the Order issued by the Client, the Order Acknowledgement, the Service Provider's quotation/proposal including any documents, scope of works, specification and drawings referred to therein.</p> <p>1.8. "Contract Sum" means the price to be paid for the Services as stated in the Service Provider's quotation/proposal and</p> | <p>including any adjustments and/or alterations made in accordance with these Conditions.</p> <p>1.9. "Force Majeure" means any act of God, any national strike or labour dispute affecting the Services, war, hostilities (whether war is declared or not), invasion, armed conflict or act of a foreign enemy, terrorism, rebellion, revolution, riot or insurrection, nuclear explosion, radioactive or chemical contamination or ionising radiation unless the source or cause of contamination or radiation is brought to or near the Premises by or on behalf of the Service Provider or the Sub-Contractors. Force Majeure includes pandemics or other health crises as determined by governmental declaration.</p> <p>1.10. "Payment Date" is the date 30 days following the invoice date.</p> <p>1.11. "Intellectual Property Rights" includes, but is not limited to, patents, copyrights, trademarks, trade secrets, and any other proprietary rights recognised by law.</p> <p>1.12. "Order" means the order issued by the Client in relation to the Services.</p> <p>1.13. "Order Acknowledgement" means the Service Provider's acknowledgement of the Order.</p> <p>1.14. "the Premises" means the premises where the Services are to be performed by the Service Provider.</p> <p>1.15. "the Services" means the works or services to be performed by the Service Provider as identified in its quotation/proposal, scope of works or other documents and drawings forming the basis of the Contract.</p> <p>1.16. "the Service Provider" means the Second Party to this</p> |
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Agreement.

- 1.17. "Working Day" is a day which is not a Saturday or Sunday, Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales.

2. GENERAL

- 2.1. The headings to the Conditions of this Contract are for convenience only and will not affect its construction or interpretation.
- 2.2. In these Conditions:
- 2.2.1. words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;
- 2.2.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
- 2.2.3. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
- 2.2.4. a reference to a clause is a reference to a clause or sub-clause of these Conditions;
- 2.2.5. reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and
- 2.2.6. the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.

3. GENERAL OBLIGATIONS

- 3.1. The Service Provider shall provide the Works:
- 3.1.1. with reasonable skill, care and diligence;
- 3.1.2. in accordance with the Contract;
- 3.2. The Service Provider shall use all reasonable skill, care and diligence to ensure compliance with:
- 3.2.1. all applicable laws and regulations, Premises rules, safety and security procedures notified by the Client to the Service Provider and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by the Health and Safety Executive (or its successor);
- 3.2.2. any rules and regulations issued by the Client to the Service Provider governing the performance of the Services.
- 3.3. Any goods or materials supplied under this Contract shall be of satisfactory quality and reasonably fit for any purpose disclosed by the Client prior to the date of this Contract. However, the responsibility for design of the Services shall remain vested in the authors of the specifications and/or information included in the enquiry documents.
- 3.4. The Client shall obtain and pay for all licences, permits or authorities required in connection with the Services

unless expressly agreed in writing.

4. COMMENCEMENT AND COMPLETION

- 4.1. Unless otherwise agreed with, or specified by the Service Provider, the Service Provider shall provide a programme for the performance of the Services within 5 Working Days of request to do so by the Client. The programme shall comply with any dates stated in the Contract unless otherwise agreed with the Client in writing and confirmed by the Service Provider.
- 4.2. The Client shall give the Service Provider access to the Premises on the Commencement Date or as agreed between the parties and shall give the Service Provider access to such part or parts of the Premises at such times and for such periods as may be reasonably necessary to enable the Service Provider to complete the Services in accordance with the Contract.
- 4.3. The Service Provider shall proceed regularly and diligently with the Services in accordance with the Contract so that the Services are completed by the Completion Date and in accordance with any programme agreed for the Services.

5. PRICE AND PAYMENT

- 5.1. The price to be paid for the Services shall be the Contract Sum. Unless otherwise stated in the Contract the Contract Sum will be:
- 5.1.1. a lump sum price for the entire Services;
- 5.1.2. fully fixed for the duration of the Contract;
- 5.1.3. exclusive of any applicable value added tax (which shall be payable by the Client subject to receipt of a VAT invoice), together with any other amounts that become due and payable under this Contract including but not limited to any adjustment and/or alterations in respect of changes to the Services in accordance with Clause 6 and a fair and reasonable allowance with respect of the Service Provider's loss and expense arising out of any act or omission on the part of the Client or otherwise under these Conditions.
- 5.2. Should the Service Provider following a further detailed inspection of the Premises find anything that should give rise to any circumstances, conditions or restrictions which may affect the Services and which were not previously made available to the Service Provider, the Service Provider shall be entitled to claim additional costs and expenses in having to consider such circumstances, conditions or restrictions.
- 5.3. On or before the date in each month agreed between the Service Provider and the Client (the "Agreed Date"), or the 28th of the month if no date is agreed, the Service Provider shall submit to the Client an application for payment (the "Application") together with such reasonable documentation the Client may require for the purpose of verifying the amount stated in the Application. The Service Provider can, in lieu of issuing an Application, issue a valid



- VAT invoice which for the purposes of this Clause 5 shall be included in the meaning of the Application.
- 5.4. Payments shall not be subject to retention or discount whatsoever unless agreed in writing by the Service Provider.
 - 5.5. The due date (the "Due Date") for payment of an Application shall be 7 days following the date of the Application.
 - 5.6. The Client shall issue a payment notice (the "Payment Notice") to the Service Provider no later than 5 days after the Due Date specifying the amount (if any) of the payment to be made and the basis upon which the payment has been calculated.
 - 5.7. In the event the Client fails to issue the Payment Notice within the specified time in clause 5.6 then the parties agree that the Application becomes the Payment Notice.
 - 5.8. Upon receipt of the Payment Notice or where the Application has become the Payment Notice in accordance with clause 5.7, the Service Provider shall issue a valid VAT invoice. If the Service Provider has issued a VAT invoice as the Application, then where the Client's Payment Notice is of a different value to the Application, the Service Provider shall issue either a VAT credit or a VAT invoice for the difference.
 - 5.9. The final date for payment (the "Final Date for Payment") for all payments shall be 17 days after the Due Date or 17 days after receipt of the valid invoice issued pursuant to clause 5.8.
 - 5.10. No later than 7 days before the Final Date for Payment, the Client may issue to the Service provider notification to pay less than the amount specified in the Payment Notice (the "Pay Less Notice") and the Pay Less Notice shall state the sum the Client considers to be due on the date the Pay Less Notice is issued and the basis upon which the sum was calculated.
 - 5.11. Without affecting any other rights and remedies of the Service Provider, in the event that the Client fails to pay the amount certified under this Clause 5 by the Final Date for Payment and such failure continues for seven days after the Service Provider has given the Client notice of his intention to suspend performance of his obligations under the Contract specifying the grounds on which it is intended to suspend performance then the Service Provider may suspend such performance of his obligations under the Contract until payment is made in full and such suspension shall not be deemed a failure to proceed with the Services. Where the Service Provider exercises its right of suspension under this clause 5.11, the Service Provider shall be further entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of the exercise of the right and a reasonable period of time for carrying out the Services.
 - 5.12. The payment of the final Application shall evidence full and final settlement of all sums due to the Service Provider in respect of the Services and unless agreed otherwise between the parties shall relieve the Service

Provider from all further responsibilities under the Contract.

- 5.13. If the Client fails to make a payment when due, the Service Provider shall be entitled to be paid compensation and charge simple interest on the overdue amount at a rate of 5% above the sterling base rate of Barclays Bank plc which shall accrue from the due date until payment is received by the Service Provider.

6. VARIATIONS

- 6.1. Either party may, without invalidating this Contract, request an addition to, or omission from or other change in the Services or period in which the Services are carried out by issuing to the other party a change request (a "Change Request").
- 6.2. Upon receipt of such a Change Request from the Client or upon request, if such a request was issued by the Service provider, the Service Provider shall advise the Client in writing of any associated cost and programme implications associated with the request.
- 6.3. The Service Provider shall provide the Client all additional information which the Client may reasonably request to further assist the Client in its evaluation of the Change Request.
- 6.4. If the Client wishes to proceed with a change detailed in any Change Request, the Client will issue a variation instruction to the Service Provider. The Service Provider will then implement the proposed change in accordance with the variation instruction and the Contract Sum will be adjusted accordingly.
- 6.5. No variation instruction shall be binding on the parties unless the requirements of this Clause 6 have been satisfied and the variation instruction is agreed in writing by an authorised representative of both parties.
- 6.6. Where in the opinion of the Service Provider, the nature or extent of a variation instruction will result in an extension of time being required for completion of the Services, the Service Provider shall immediately notify the Client in writing.
- 6.7. The parties shall, until such time as a variation instruction is agreed by both parties, continue to perform their respective obligations without taking account of the request or variation instruction.

7. PROGRESS AND DELAY

- 7.1. The Service Provider shall use reasonable endeavours to prevent delay in the progress of the Services or any part thereof.
- 7.2. The parties hereto shall throughout the performance of the Services meet with such frequency as is specified or as may be reasonably required, to monitor the progress of the Services, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with the Contract.



- 7.3. If and when it becomes reasonably apparent that the commencement, progress or completion of the Services is, or is likely to be delayed, including as a result of any event under clause 7.5, the Service Provider shall give written notice to the Client of the circumstances including the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Services, together with an estimate of the effect the delay will have on the Contract Sum.
- 7.4. Without prejudice to any other remedy of the parties, in the event that the Service Provider is delayed as a result of any act or omission of the Client, its employees, agents or subcontractors or any person for whom the Client is responsible for or as a result of the occurrence or non-occurrence of an event outside the control of the Service Provider, the Client shall allow the Service Provider a reasonable extension of time for the completion of the Services and shall reimburse the Service Provider for any loss and expense arising out of such event.
- 7.5. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations (other than payment) under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, (a "Force Majeure" event). In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations (other than payment). If such delay lasts for longer than 3 months (or such other period as may be agreed) either party shall have the right to terminate the Contract on giving not less than 30 days' notice in writing.

8. INSTRUCTION

- 8.1. Any instructions, drawings, specifications or other information required to be provided to the Service Provider and related to the Services shall be issued by the Client in writing.
- 8.2. Where the Services are being designed by the Client or a representative of the Client, the Client shall provide all drawings and specifications reasonably required by the Service Provider for the design and/or execution of the Services promptly and in sufficient time so as not to cause delay to the Services. The Service Provider shall be entitled to rely on the accuracy of any drawings supplied by the Client for the purposes of the Services.
- 8.3. Where a discrepancy is identified by the Service Provider within or between any of the requirements and/or specifications for the Services and/or any drawings prepared by or on behalf of the Client, the Service Provider shall notify the Client which of the discrepant provisions it intends to adopt and proceed accordingly. If the Client wishes the Service Provider to proceed otherwise, it shall instruct the Service Provider in writing in the shorter of either the time specified by the Service Provider, or within 2 days of the Service Provider's

notification, and such instruction shall be subject to valuation and treated as a variation to the scope of the Services.

- 8.4. The Service Provider shall, at its own expense, prepare and submit for the approval of the Client two copies (or such other number as may be agreed between the parties) of such drawings as may be reasonably required by the Contract. The Client shall supply its reasonable comments or approval promptly and in sufficient time so as not to cause delay to the Services. Approval thereof by the Client shall not, however, relieve the Service Provider from any of its liabilities and obligations under the Contract.

9. CONFIDENTIALITY, PUBLICITY, IP AND GDPR

- 9.1. Each party shall keep secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the other party. Where disclosure is made by the receiving party to any employee, consultant, sub-contractor or agent or to any employee of any sub-contractor, it shall be done subject to obligations equivalent to those set out in the Contract and the receiving party agrees to use all reasonable endeavours to procure that any such employee, consultant, sub-contractor, agent or sub-contractor employee complies with such obligations provided that the receiving party shall continue to be responsible to the disclosing party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 9.2. The obligations of confidentiality in clause 9.1 shall not extend to any matter which the receiving party can show:
- 9.3. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract;
- 9.4. was independently disclosed to it by a third party entitled to disclose the same; or
- 9.5. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 9.6. Neither Party shall make any announcement or otherwise publicise the existence of or disclose to any person the terms of the Contract without the other party's prior written consent, which will not be unreasonably withheld or delayed.
- 9.7. All Intellectual Property Rights in or arising from the Services, including any manuals, software or other materials provided (in whatever form and media) by the Service Provider shall remain in the ownership of the Service Provider and no rights in or to any of them are transferred to the Client. If notwithstanding this, any Intellectual Property Rights in such items are acquired by the Client (including any new Intellectual Property Rights),



the Client hereby assigns all such Intellectual Property Rights to the Service Provider and shall take all other steps and execute any documents the Service Provider may request in order to ensure the effective transfer of rights to the Service Provider.

- 9.8. Insofar as relevant to the Contract and/or the Services, the parties shall comply with the provisions of applicable data protection legislation, including, but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), and similar legislation as implemented under English law. If, in the course of the provision of the Services, the Service Provider is required to process personal data, it shall do so as a data processor, on behalf of the Client, as data controller and the parties will agree any additional contractual provisions required by GDPR to be present in a processing arrangement. The terms "process", "personal data", "data processor" and "data controller" shall have the meanings ascribed to them by the GDPR. The Client shall ensure that it has all necessary consents and authorisations for the Service Provider to process personal data in the manner envisaged in the Contract.

10. LIABILITY AND INSURANCE

- 10.1. Notwithstanding any other provision of the Contract neither party shall have any liability (whether for breach of contract, negligence, misrepresentation, other tort, or otherwise) arising out of or in connection with the Contract and/or the services for: (i) any loss of or damage to profit, prospective profit, diminution in value, revenue, anticipated savings, data, use, contract, goodwill, reputation, opportunities or business (and whether in each case, direct or indirect) whether suffered by the Client or any third party; or (ii) any indirect, consequential, special, incidental, punitive or other exemplary loss or damage. This clause shall not prevent the Service Provider from recovering the Contract Sum or charges agreed or damages in respect of them. It is agreed by the parties that each of the heads of loss listed within sub clauses 10.1(i) and (ii) shall be treated as separate terms, severable from each other. If there is any claim or finding that any such individual head of loss is unenforceable for any reason, then such unenforceability shall not affect any other head of loss listed within Clause 10.1.
- 10.2. Notwithstanding any other provision of the Contract (but subject to clauses 10.1, 10.3 and 10.4) the Service Provider's liability (whether for breach of contract, negligence, misrepresentation, other tort or otherwise) for all claims in aggregate arising out of or in connection with this Contract and/or the Services shall be limited to the Contract Sum.
- 10.3. Notwithstanding any other provision of the Contract the Service Provider shall not have any liability with respect to any loss, damage, claim or expense arising from: (1) any hazardous materials, and/or (2) any other condition

affecting Client's facility including, without limitation, structural or latent defects, and/or (3) any erroneous or incomplete data, documentation or information provided by Client, its affiliates or any third party on behalf of Client. Further, neither the Service Provider nor any of its affiliates will have any liability or responsibility whatsoever for claims, losses or damages arising out of or in connection with the manufacture, design, formulation, preparation, assembly, processing, installation, testing, warnings, instructions, marketing, packaging or labelling of any Client goods, products or components thereof (collectively "Client Products") including, without limitation, the safety, reliability, adequacy, compliance, durability, operability, effectiveness or performance of any Client Products or any defects therein (collectively, "Product Liability Claims"). The Client shall indemnify, defend (promptly and diligently, at Client's sole expense with attorneys reasonably satisfactory to the Service Provider) and hold the Service Provider and its affiliates harmless from and against all Products Liability Claims asserted against or incurred by the Service Provider or its affiliates.

- 10.4. The exclusions and limitations of liability contained in the Contract shall not apply to the extent prohibited by applicable law and in particular nothing in the Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by applicable law, or for fraudulent misrepresentation or other fraud.
- 10.5. The Service Provider shall maintain in force at its own cost insurance policies for Employers Liability and Public Liability with a limit of indemnity of £5,000,000 for any one occurrence, and shall on the written request of the Client from time to time provide the Client with evidence of such policies.
- 10.6. Where applicable, the Client shall maintain insurance covering property damage and third-party liability (including business personal property) for the benefit of the Service Provider. Alternatively, where the Client does not own the Premises, they shall ensure such insurance is appropriately maintained by others.

11. OWNERSHIP, TITLE AND RISK

- 11.1. Ownership and title in all products, goods and materials supplied by the Service Provider under the Contract shall remain with the Service Provider until payment of the products, goods and materials has been received in full by the Service Provider.
- 11.2. Ownership and title in items issued to the Service Provider on a "free issue" basis by the Client shall remain with the Client at all times.

12. DEFECTS LIABILITY

- 12.1. Unless otherwise stipulated the defects liability period applicable to the Services will be 6 months from the date



of practical completion for the whole of the Services. Any defects in the Services, which appear before expiry of the defects liability period shall be specified in a schedule of defects issued by the Client within 1 week of the end of the defects liability period. As soon as possible after receipt of such schedule, the defects shall be made good by the Service Provider.

13. BONDS, WARRANTIES AND GUARANTEES

- 13.1. The Service Provider is under no obligation to provide any Parent Company Guarantee, Performance Bond or Warranties to the Client or any other third party.

14. TERMINATION

- 14.1. Either party may immediately terminate this Contract by giving notice in writing to the other party:
- 14.1.1. if the other party is notified in writing of a material breach of this Contract and fails to remedy or take any appropriate steps towards remedying or preventing the recurrence of such breach within a period of 30 days;
- 14.1.2. if the other party proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the other party under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the other party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;
- 14.1.3. if the other party has any distress or execution levied on its assets which is not paid out within 7 days of its being levied;
- 14.1.4. if the other party is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed, or a resolution is passed by the directors of the other party to seek a winding up or administration order, or the other party presents, or has presented, a petition for a winding up order, or presents, or has presented, a petition to appoint an administrator, or has an administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets;
- 14.1.5. if the other party stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or suspends or ceases or threatens to suspend or cease to carry on its business; or
- 14.1.6. if a secured lender to the other party takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.
- 14.1.7. In accordance with Clause 7.5 of these Conditions.
- 14.2. The Service Provider may terminate the Contract in the event the Client suspends the Services for whatsoever reason for a period of thirty (30) days or more starting

from the date of issue instructions to suspend the Services.

- 14.3. The termination of this Contract or of any of the Services or part of shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 14.4. Any termination of this Contract for whatever reason shall not affect the coming into force or the continuance in force of any provision of this Contract, which is expressly or by implication intended to come into or continue in force on or after such termination, including clauses 10.1 to 10.4.
- 14.5. In the event of termination of this Contract in accordance with clause 7.5, 14.1 or 14.2, the Client shall forthwith pay the Service Provider the reasonable value of any work executed and not paid for at the date of such determination together with the cost of materials or goods properly ordered for the Services and any other direct loss and/or damage caused by the termination.
- 14.6. Upon any termination of the Service Provider's engagement under this Contract for any reason, the Service Provider shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall vacate the Premises. Upon payment of all sums due to the Service Provider, the Service Provider shall deliver all design work carried out and/or used by the Service Provider for the purposes of the Services to the Client.

15. THIRD PARTY RIGHTS

- 15.1. No person who is not party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16. ASSIGNMENT AND SUB-CONTRACTING

- 16.1.1. Neither party shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the other party's prior written consent (such consent not to be unreasonably withheld or delayed). By the entering into this Contract, the Client gives consents for the Service Provider to sub-contract elements of the Services as required. Such consent shall not release the Service Provider in any circumstances from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, sub-distributors, and agents as fully as if they were its own acts, omissions, defaults or negligence.

17. SEVERABILITY

- 17.1. If any one or more of the provisions of this Contract shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However,



if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original content, period and scope of the provisions and the parties hereby undertake to make such modifications.

Laws, then the Affected Party shall provide written notice thereof promptly to a senior official of the other party. In the event such matter is not rectified within ten (10) business days following delivery of such notice and such request or pressure continues, then the Affected Party shall have the right to terminate this Contract by giving written notice to the other party.

18. DISPUTE

- 18.1. In the event of any dispute arising out of or in connection with the Contract the following procedures shall apply:
 - 18.1.1. in the first instance the matter shall be referred to the Service Provider's Business Unit Director and the Client's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.
 - 18.1.2. in the event that the dispute is not resolved in accordance with clause 18.1.1 within 10 Working Days the dispute shall be referred to the Managing Directors of each party.
 - 18.1.3. Failing any agreement having been reached within a further period of 10 Working Days the dispute shall be submitted to the Courts of England and Wales in accordance with Clause 19.
- 18.2. Additionally, either party may give notice to the other at any time of his intention to refer a dispute to adjudication. The adjudication shall be governed by and conducted in accordance with the Scheme of Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996 and subsequently amended by the Local Democracy, Economic Development and Construction Act 2009.

19. LAW

- 19.1. This Contract and all matters arising from or connected with it are governed by English law and, subject to Clause 18, all disputes and claims arising out of relating to this Contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.
- 19.2. Each party represents and warrants that, in connection with its performance under this Contract, it will fully comply with the Foreign Corrupt Practices Act of 1977, as amended by the Omnibus Trade and Competitiveness Act of 1988, and other relevant local anti-corruption and bribery laws and regulations (collectively, the "Local Corruption Laws"), and will take no action and make no payment, direct or indirect, in violation of, or which might cause the other party or any of its affiliates, vendors or other third parties to be in violation of, the Local Corruption Laws. Notwithstanding any provision hereof to the contrary, in the event either party or any of its affiliates violates any Local Corruption Law or requests or pressurises the other party (the "Affected Party") or any of its affiliates to take any action that could constitute a violation of the Local Corruption