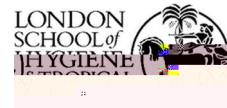




## Purchase Order Terms and Conditions of Business



**2**

**21**

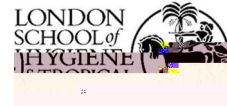
**The Agreement is formed when the Purchase Order is accepted by the Contractor; either by expressly giving notice of acceptance or by implication when the Contractor complies with the terms of the Purchase Order.**







## Purchase Order Terms and Conditions of Business



12

**121** The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of or made under the Equality Legislation in the provision of Services in relation to this Agreement or any other contract to which the Authority is a party.

**122** The Contractor shall

(a) comply with and use all reasonable endeavours to ensure that any Sub Contractors comply with the Equality Legislation,

(b) ...

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## Purchase Order Terms and Conditions of Business



**18**

**181** Any notice given under or in connection with this Agreement shall be in writing and shall be

- (a) in the case of any notice relating to the termination or suspension of this Agreement or any of the Services for any reason whatsoever; any Claim, any loss suffered by one party, or the service of legal process by one party on the other; delivered by hand or sent by pre-paid recorded delivery or registered post to the address and for the attention of the relevant party; and
- (b) in the case of any other notice, sent by email to the Authority

**182** Any notice is deemed to have been received

- (a) if delivered by hand, at the time of delivery;
- (b) if delivered by post, 48 hours from the date of posting
- (c) if sent by email, at the time of sending

provided that if deemed receipt occurs after 5:00pm on a Business Day or on a day which is not a Business Day the notice is deemed to have been received at 9:00am on the next Business Day.

**183** Each party shall notify the other promptly of any changes of address (including email addresses) for the purposes of this clause

**184** All notices or other communications under this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation

**19**

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales

**20**

**201** The Contractor shall not, without the prior written consent of the Authority, assign, transfer, charge, create a trust in, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Subcontracting any } (