



LEE VALLEY LEISURE TRUST LIMITED

**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS
AND SERVICES**

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DEFINITIONS AND INTERPRETATION

In these Conditions:

- 1.1 The words in quotation marks below describe or identify, as appropriate, the following words or matters and shall have the same meaning throughout these Conditions.
 - 1.1.1 **'Customer/Trust'** shall mean the Lee Valley Leisure Trust Limited and such term shall include its duly authorised representatives.
 - 1.1.2 **'Supplier'** shall mean the person, firm or company who is the named recipient of the Order and shall include the named recipient's employees, personal representatives, successors and permitted assigns.
 - 1.1.3 **'Order'** shall mean the Trust's formal order documentation, duly authorised, incorporating these Conditions and any documents and special conditions referenced in such formal order documentation.
 - 1.1.4 **'Contract'** shall mean the contract between the Trust and the Supplier consisting of the Order (as accepted by the Supplier), these Conditions and any other documents (or part of them) specified in the Order or notified in writing by the Trust to the Supplier.
 - 1.1.5 **'Supply'** shall mean all activities that the Supplier is contractually obliged to complete in fulfilment of the Order.
 - 1.1.6 **'Goods'** shall mean any goods to be supplied by the Supplier in accordance with the terms of the Contract.
 - 1.1.7 **'Services'** shall mean any services to be supplied by the Supplier in accordance with the terms of the Contract.
 - 1.1.8 **'Conditions'** shall mean these conditions and any special conditions referred to in the Order.
 - 1.1.9 **'Data Protection Legislation'** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.
- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders.
- 1.3 The headings in this document are inserted for convenience only and shall not affect its construction or interpretation.
- 1.4 Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done.

2. OFFER AND ACCEPTANCE

- 2.1 The Order constitutes an offer by the Trust to purchase the Supply from the Supplier, which shall be deemed to have been accepted by the Supplier either confirming its acceptance in writing duly signed by or on behalf of the Supplier or providing, or beginning to provide, all or part of the Supply, except that (unless otherwise notified by the Trust in writing) such offer shall lapse unless it is so accepted within 14 days after the date of such offer.

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- 2.2 No terms and conditions put forward at any time by the Supplier ('**Supplier Conditions**') shall form any part of the Contract, despite any contrary provisions in any of the Supplier Conditions and the Supplier waives any right that it otherwise might have to rely on the Supplier Conditions.

3. VARIATION

- 3.1 These Conditions may only be varied by the written agreement of the Trust and the Supplier.

4. DELIVERY AND TIME FOR PERFORMANCE

- 4.1 The Supplier shall deliver the Supply to or at the Trust premises during business hours in accordance with the instructions and date(s) specified in the Order (or, if no date is specified, within 14 days after the date of the Order or such earlier time as may be reasonable in all the circumstances). Time is of the essence for the delivery of the Supply.
- 4.2 The Trust must be notified and written consent obtained from the Trust for any change to the delivery date. The Trust is not bound to agree to any request for change to the delivery date.
- 4.3 Each delivery of goods shall be accompanied by a delivery note which shows the order number, the contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.4 Access to Trust premises, facilities or storage by the Supplier shall comply with the reasonable requirements of the Trust and shall be at the Supplier's risk. The Supplier shall take all reasonable precautions against causing unnecessary damage to the premises and shall make good any loss or damage caused by the Supplier.
- 4.5 Except where expressly agreed in writing to the contrary, the Supplier shall at its own cost provide all materials, parts, components and replacements and all computer programs needed to provide the Supply. The Supplier shall off-load goods at its own risk.
- 4.6 If the Supply is to be delivered by instalments, the Contract shall be treated as a single contract and not severable.

5. LABELLING AND PACKAGING

- 5.1 The contents of the Supply shall be clearly marked. All containers of hazardous goods (and all relevant documents) shall bear prominent and adequate warnings. Where applicable, Product Data Sheets required by the Control of Substances Hazardous to Health Regulations 1988 and the Chemicals (Hazard Information and Packaging) Regulations 1993 must be provided (in a form suitable for photocopying).

6. DESPATCH OF GOODS AND DAMAGE IN TRANSIT

- 6.1 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Trust shall elect) the whole or part of any Goods to be supplied pursuant to the Order which fails to arrive or arrives damaged.

7. FORCE MAJEURE

- 7.1 Neither the Supplier nor the Trust shall be liable for breach of its obligations under the Contract to the extent that such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Supplier) lightning or earthquake, war, military operations, act of terrorism or riot. Nonetheless each party shall use reasonable endeavours to perform its obligations under the Contract and the Supplier shall maintain business continuity plans to this effect.
- 7.2 The Trust shall notify the Supplier within thirty days of the end of a period of disability occurring under Condition 7.1 above whether it requires the Supply to be recommenced, varied or cancelled (without

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further liability to either party). Where the Supply is recommenced the Order shall be subject to a formal Order amendment to validate the extension of the time for completion or delivery of the Supply by the period of disability.

8. TITLE, RISK AND ACCEPTANCE

8.1 Without prejudice to any of the rights or remedies of the Trust (including those under Condition 6):

8.1.1 title to the Goods shall pass to the Trust upon delivery of the Goods, unless payment for the Goods is made before delivery, in which case title shall pass to the Trust once full payment has been made; and

8.1.2 risk in the Goods shall only pass to the Trust upon acceptance of the Goods in accordance with these Conditions, despite any earlier passing of title to the Goods.

8.2 The Supplier shall accept risk in any property of the Trust which the Supplier removes from Trust premises in performing the Contract.

8.3 The Trust shall not be deemed to have accepted the Goods until it has had a reasonable period of time to inspect them following delivery or, if later, within a reasonable period of time after any latent defect in them has become apparent.

9. ORDER PRICE AND INVOICING

9.1 All pricing shall be fixed and firm (non-revisable) for the duration of the Order. No invoices will be accepted, or payments made, in excess of the Order price without the Trust's prior written agreement. All prices shall exclude VAT, but shall be inclusive of all other taxes, duties, costs and charges (including charges for packaging, insurance and delivery to the nominated receiving address).

9.2 Invoices may be rendered only after the Supply has been correctly delivered in accordance with Condition 4. All invoices must state the relevant Order number clearly – failure to do so will result in the invoice being returned. If the Supplier is VAT-registered, all invoices must also be valid VAT invoices.

9.3 The Trust shall make payment, provided the Supply complies with the Contract, within 30 days after receipt of a valid invoice.

9.4 If the Supplier's invoice is or appears to be in error and has to be investigated, the date of receipt and consequently the date by which payment is due will be measured from the date on which such queries are satisfactorily resolved by both parties, if applicable, the date on which a re-submitted correct invoice is received.

9.5 Should any sums be outstanding, the Supplier is not entitled to suspend deliveries of the Supply. No payment shall be made for rejected goods.

10. QUALITY STANDARDS

10.1 The Supplier warrants, represents and undertakes that the Supply shall:

10.1.1 be of satisfactory quality, design, material and workmanship;

10.1.2 be fit for any purpose held out by the Supplier or made known to the Supplier at the time in writing (including, for these purposes, by email) when the Order is placed;

10.1.3 be free from defects and any third party lien, charge, claim title, interest or other encumbrance;



10.1.4 not contain anything that is offensive or harmful, nor bring, or be likely to bring, the Trust or the Lee Valley Regional Park Authority into disrepute;

10.1.5 without limitation conform with and fulfil in all respects:

(a) the Order;

(b) any variation of the Order agreed in writing by the parties;

(c) the requirements of any relevant UK or EU statute, order, regulation, directive, standard, code of practice or bye-law from time to time in force which is relevant to the Supply; and

(d) any recommendation or representation made by the Supplier; and

10.1.6 be provided in a proper and efficient manner by appropriately qualified, trained and experienced personnel under proper management and supervision, with all due care, skill and diligence, in accordance with good industry practice and to such high standard of quality as it is reasonable for the Trust to expect in all the circumstances from a competent supplier experienced in providing supplies equivalent to the Supply.

10.2 The Trust's rights under the Contract are in addition to the statutory provisions implied in favour of the Trust by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier warrants that the Supply does not infringe the intellectual property rights of any third party.

11.2 All rights (including without limitation ownership and copyright) in any specifications, information, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by the Trust or obtained by the Supplier in connection with the Order shall remain vested solely in the Trust and shall remain confidential.

11.3 The intellectual property rights (including without limitation copyright) in anything arising out of the Supply shall vest in the Trust.

11.4 The Supplier shall by the Contract have no right to use any of the Trust's trademarks, logos or other intellectual property rights and shall not represent (directly or indirectly) that any Supply provided by the Supplier has been endorsed or approved by the Trust.

11.5 This Condition shall apply both during the term of the Contract and after its completion or its termination.

12. PUBLICITY

12.1 The Supplier shall seek written approval from the Trust prior to the publication of any publicity where the Trust is acknowledged.

13. WARRANTIES

13.1 The Supplier warrants for a minimum period of twelve months from Acceptance by the Trust that:



13.1.1 the Goods shall be free from defects in design, materials and workmanship and be fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Trust;

13.1.2 the Goods shall conform in all respects with any sample approved by the Trust; and

13.1.3 the Goods and/or the Services shall conform with the requirements of all relevant enactments and with relevant European standards or equivalent.

13.2 The Supplier shall assist the Trust or its authorised representatives (on a free-of-charge basis) to make any inspections or tests the Trust may reasonably require of the Supply at any time prior to acceptance.

13.3 The Trust may suspend the Supply in whole or in part without paying compensation if the Trust is reasonably of the opinion that the Supplier is in breach of Condition 19.

14. REMEDIES

14.1 If the Supply is not completely in accordance with the Order or becomes so during the warranty period (including, without limitation, any slight or minor variation) the Trust may, without prejudice to its other rights or remedies:

(i) reject the Supply in whole or in part on the basis that a full refund for the Supply so returned (including the cost of any such return) shall be promptly paid by the Supplier;

(ii) have the Supply repaired, re-done or replaced by the Supplier within 10 days of receipt of notice from the Trust (unless otherwise agreed between the parties) with a supply which complies in all respects with the requirements of the Order;

(iii) refuse to accept any further deliveries of the Supply, but without any liability to the Supplier;

(iv) make a reasonable deduction from the Order's total value, as deemed reasonable by the Trust;

(v) have the Goods repaired (made good), re-stored or replaced by another supplier at the Supplier's expense; and/or

(vi) recover from the Supplier any expenditure reasonably incurred by the Trust in obtaining the equivalent supplies in substitution from another supplier.

15. WAIVER

15.1 Failure or delay by the Trust at any time to enforce the provisions of or exercise any remedy under the Contract shall not be construed as a waiver of that or any other right or remedy.

15.2 The Trust may waive any right or remedy arising from a breach of the Contract provided that any such waiver is confirmed in writing and signed by the Trust.

16. CONFIDENTIALITY

16.1 In this Condition 16, '**Confidential Information**' means information (in any form whatsoever) that is confidential to the Trust or to any third party to whom the Trust owes a duty of confidentiality (including the provisions of the Contract), but excluding confidential information which, at the time of its disclosure by the Trust, is in the public domain otherwise than by breach of the terms of the Contract or law.

16.2 The Supplier shall:

16.2.1 treat Confidential Information as confidential;

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16.2.2 not disclose Confidential Information to any third party except if required to be disclosed by applicable law or order of a court of competent jurisdiction or other competent Trust; and

16.2.3 not use Confidential Information for any purpose whatsoever other than to fulfil the Supplier's obligations under the Contract.

16.3 Upon expiry or termination of the Contract, the Supplier shall ensure that all hard copies of Confidential Information in the possession of the Supplier are destroyed or returned to the Trust and that all Confidential Information stored electronically, digitally or magnetically outside of the Trust's offices is erased.

16.4 This Condition shall apply both during the term of the Contract and after its completion or its termination.

17. DATA PROTECTION AND DATA PROCESSING

17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 17, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

17.3 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.

17.4 Without prejudice to the generality of clause 17.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and



- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 17 and allow for audits by the Customer or the Customer's designated auditor; and
- (i) indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this clause 17.

17.5 The Customer consents to the Supplier appointing as a third-party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 17. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 17.

17.6 Either party may, at any time on not less than 30 days' notice, revise this clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

18. HEALTH AND SAFETY

18.1 Without prejudice to the generality of Condition 10, the Supplier in making the Supply shall have full regard to safety of persons who may be affected in any way and shall comply with the requirements of the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other legislation, regulations and codes of practice pertaining to the health and safety of persons.

18.2 The Supplier shall operate a system of risk assessment, to comply with appropriate Health and Safety legislation. The Supplier shall provide copies of any risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by the Trust.

18.3 The Supplier shall conduct all necessary tests and examinations prior to delivery of the Supply to ensure that the Supply is designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using it. The Supplier shall give the Trust adequate information about the use for which the Supply has been designed and has been tested and about any conditions necessary to ensure that when put to use the Supply will be safe and without risk to health.

18.4 Throughout the progress of any activity undertaken on Trust premises or at any of the venues operated by the Trust, the Supplier shall keep such working area in an orderly state and shall provide and

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maintain at its own cost all lights, guards, fencing and warning signs for the protection of the working area and for the safety and convenience of the public and others.

19. ANTI DISCRIMINATION, HUMAN RIGHTS AND WHISTLE-BLOWING

- 19.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 19.2 The Supplier shall take all reasonable steps to secure the observance of clause 22.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in performance of this Contract.
- 19.3 The Supplier shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract.
- 19.4 The Supplier shall undertake, or refrain from undertaking, such acts as the Trust requests so as to enable the Trust to comply with its obligations under the Human Rights Act 1998.
- 19.5 If the Trust's internal or external auditors shall wish to investigate this Contract, then the Supplier shall provide such information, access and co-operation as those persons may reasonably require.
- 19.6 The Supplier shall ensure it maintains effective whistle-blowing policies whereby the Supplier's employees may raise in confidence concerns about possible malpractice without fear of victimisation, discrimination or disadvantage.

20. PREVENTION OF CORRUPTION

- 20.1 The Trust may terminate this Contract and recover all of its losses if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:
- (i) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Trust contract (even if the Supplier does not know what has been done);
 - (ii) fail to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; or
 - (iii) commit any fraud in connection with this or any other Trust order or contract whether alone or in conjunction with the Trust' trustees or employees.

21. DISPUTES

- 21.1 The parties shall use reasonable endeavours to resolve any dispute or claim arising in connection with the Contract by prompt discussion in good faith at managerial level appropriate to the dispute. Such discussion shall not be a pre-condition to the commencement of legal proceedings before any court. Unless the Contract has already been terminated, the parties shall continue to perform their obligations under the Contract regardless of the nature of the dispute.

22. INDEMNITY

- 22.1 The Supplier shall indemnify and keep indemnified the Trust from and against any and all loss, damage or liability (whether criminal or civil), claims, actions demands, costs, charges and expenses of any nature whatsoever, including any legal fees or other costs incurred by the Trust as a result of or in connection with:



- (a) any breach of the warranties, representations and undertakings contained in this Contract;
- (b) any liability under the Consumer Protection Act 1987 in respect of the Goods;
- (c) any act or omission of the Supplier, or the Supplier's employees or agents, in connection with the provision of the Supply;
- (d) any claim that the Supply or its possession or use by the Trust breaches any statute or regulation or constitutes, or is alleged to constitute, a tort against a third party; and/or
- (e) any infringement or alleged infringement of any intellectual property rights or moral rights of any third party arising from the provision or use of the Supplies or the possession or use of any materials supplied under this Contract.

23. INSURANCE

23.1 The Supplier shall maintain for the duration of the Contract public liability insurance and, where applicable, product liability insurance with a reputable insurer with an adequate indemnity limit of not less than £5,000,000 (five million pounds) in respect of any one incident and shall on request produce to the Trust the relevant policy documents together with receipts or other evidence of payment of the latest premium due thereunder.

24. RIGHT OF SET-OFF

24.1 Where the Supplier owes any sum of money to the Trust, the same may be deducted by the Trust from any sum then due or which at any time thereafter becomes due to the Supplier from the Trust under this Contract or pursuant to any other agreement.

25. TERMINATION

25.1 The Contract shall expire on the completion of the final delivery of the Supply ordered under it or such later date as the parties may agree in writing.

25.2 The Trust may, without prejudice to its other rights and remedies, terminate the Contract in whole or in part (and where applicable enter upon and expel the Supplier from any premises or site to which it has been given access) by written notice without incurring any liability to the Supplier if any of the events specified in Condition 25.3 occur. No period of notice shall be required but the notice shall state the date on which the termination is to take effect.

25.3 The events referred to in Condition 25.2 are:

- (i) The Supplier has failed to make the Supply within the time specified in the Order.
- (ii) The Supplier has breached the Order in a way which the Trust reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Order.
- (iii) The Trust has given the Supplier at least one month's notice to remedy a breach of contract which can be remedied and the Supplier has failed to do so.
- (iv) The Supplier has without reasonable cause failed to proceed diligently with or wholly suspends performance of any activity under the Order.
- (v) The Supplier shall enter into any composition or arrangement with all or any class of its creditors; shall have a receiver, manager, administrative receiver or administrator appointed over all or substantial part of its undertaking or assets; or brings or commences, or is the subject of, winding-up, bankruptcy or any other insolvency proceedings.

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- 25.4 The Trust may cancel an Order in respect of all or part only of the Supply at any time prior to the due date for their provision by giving the Supplier at least 14 days' notice.
- 25.5 In the event of termination of the Order or rejection under Condition 14, the Trust may engage another contractor to make the Supply and the Supplier shall be liable to pay the Trust as a debt any extra cost that the Trust incurs in so doing in excess of the total value of the Order.
- 25.6 Following termination or expiry of the Contract or cancellation of the whole or part of any Order for any reason, the Trust's sole liability shall be to pay the Supplier a fair and reasonable price for the services performed before the date of expiry, termination or cancellation, provided that the Supplier submits a valid invoice for such price within 28 days after such date.
- 25.7 Expiry or termination of the Contract for whatever reason shall not affect either party's rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force by or after expiry or termination.

26. ASSIGNMENT AND SUB-CONTRACTING

- 26.1 The Supplier shall not without the written consent of the Trust assign, charge, sub-contract or otherwise dispose of the benefit or burden of the whole or any part of the Contract. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its obligations or responsibilities under the Order and they remain the full and sole responsibility of the Supplier.
- 26.2 The Trust may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract to any successor body of the Trust, including any trust created or appointed to take over the Trust's assets, or part thereof, and/or to any trading subsidiary of such trust.

27. PURCHASE OUTSIDE THE CONTRACT

- 27.1 The Trust shall have the right to employ a person or company other than the Supplier to make supplies of the same type as is contemplated by the Order if it shall in its absolute discretion think fit to do so.

28. RIGHTS OF THIRD PARTIES

- 28.1 No provision of this Contract is intended to confer any benefit on, or to be enforceable by, any person who is not a party to the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

29. NO AGENCY/EMPLOYMENT/PARTNERSHIP

- 29.1 Nothing in the Contract shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Trust and the Supplier and, the Supplier shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Trust nor shall the Supplier hold itself out as having authority to bind the Trust and shall ensure that its employees and agents do not hold themselves out likewise.

30. ENTIRE AGREEMENT

- 30.1 The Contract contains the entire agreement between the parties in relation to the Supply. Each party acknowledges that, in entering into the Contract, it is not relying on any representation or other assurance except as expressly set out or referred to in the Contract, provided that nothing in this Contract shall limit or exclude any liability for fraud.

31. SEVERANCE

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31.1 If any of the Conditions become or are declared by a court of competent jurisdiction to be illegal, invalid or unenforceable such illegality, invalidity or unenforceability shall in no way impair or affect any other of the Conditions all of which shall remain in full force and effect.

32. NOTICES

32.1 Any notice to be given under the Contract shall be in writing and signed by or on behalf of the party giving it.

32.2 Such notice shall be sent by hand or by first-class, registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of written communication in permanent form (but not email) and to the address or fax number of the party shown on the Order, or to such other address or fax number as the party has notified to the other.

32.3 If sent or transmitted in accordance with this Condition 32, the notice shall be deemed effectively given:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first-class, registered or recorded delivery, 48 hours after posting;
- (c) if transmitted by fax, at the time of successful transmission;
provided that, where delivery occurs outside normal business hours, notice shall be deemed to have been received at the start of business hours on the next following business day.

33. GOVERNING LAW AND JURISDICTION

33.1 The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract (including non-contractual disputes or claims).