

Cardiff and Vale College
Coleg Caerdydd a'r Fro



Contract Terms & Conditions

Version 1

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1.	Definitions and interpretation		Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:		
1.1	In these Conditions the following definitions apply:		(a) whether registered or not;	1.2.3	a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
	Bribery Laws: means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;		(b) including any applications to protect or register such rights;	1.2.4	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
	Business Day: means a day other than a Saturday, Sunday or bank or public holiday in England and Wales;		(c) including all renewals and extensions of such rights or applications;	1.2.5	a reference to a gender includes each other gender;
	CAVC: means Cardiff and Vale College, a Further Education college established pursuant to the Further and Higher Education Act 1992 whose address is City Centre Campus, Dumballs Rd, Cardiff, CF10 5FE		(d) whether vested, contingent or future;	1.2.6	words in the singular include the plural and vice versa;
	Conditions: means CAVC's terms and conditions of supply set out in this document;		(e) to which the relevant party is or may be entitled, and	1.2.7	any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
	Contract Manager: Contract Manager is assigned lead from each party for the given service;		(f) in whichever part of the world existing;		
	Confidential Information: means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;		Location: means the address(es) for performance of the Services as set out in the Scope of Work;		
	Contract: means the agreement between CAVC and the Customer for the supply and purchase of Services incorporating these Conditions and the Scope of Work;		Modern Slavery Policy: means CAVC's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;	1.2.8	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email);
	Customer: means the person who purchases the Services from CAVC and whose details are set out in the Scope of Work;		Price: has the meaning set out in clause 3.1;	1.2.9	a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and
	Force Majeure: means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving CAVC's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;		Services: means the services set out in the Scope of Work and to be performed by CAVC for the Customer;		
			Scope of Work: means the description of the services and specification of the Services as agreed between CAVC and the Customer and set out at Schedule 1;	1.2.10	a reference to legislation includes all subordinate legislation made as at the from time to time under that legislation.
			VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.		
1.2	In these Conditions, unless the context requires otherwise:			2.	Application of these Conditions
	1.2.1		any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;	2.1	These Conditions apply to and form part of the Contract between CAVC and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
	1.2.2		a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;	2.2	No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that CAVC otherwise agrees in writing.

2.3	No variation of these Conditions or to a Scope of Work or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of CAVC.	4.2.1	in full without deduction or set-off, in cleared funds within 30 of the date of each invoice; and	instructions for performance or otherwise relating to the Services; or
2.4	A Scope of Work shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:	4.2.2	to the bank account nominated by CAVC.	5.5.2 Force Majeure.
2.4.1	CAVC's written acceptance of the Scope of Work; or	4.3	Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:	6. Customer Obligations
2.4.2	CAVC performing the Services or notifying the Customer that they are ready to be performed (as the case may be).	4.3.1	CAVC may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and	6.1 The Customer acknowledges that CAVC is a further education college that is subject to specific standards and regulations. The Customer shall:
2.5	Rejection by CAVC of any Scope of Work, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.	4.3.2	interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.	6.1.1 not do any act or take any steps that may damage the reputation of CAVC;
2.6	CAVC may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.	5. Performance		6.1.2 not do any act or take any steps that may cause CAVC to lose any licences and/or consents required to carry out the Services;
2.7	Marketing and other promotional material produced by CAVC and relating to the Services are illustrative only and do not form part of the Contract.	5.1	CAVC shall provide the Services as set out in the Scope of Work.	6.1.3 not make any announcements in respect of the Contract or otherwise advertise CAVC's involvement in the Contract or use CAVC's logo or name in any publicity material without the prior written consent of CAVC;
3. Price		5.2	CAVC will provide the Services with reasonable care and skill.	6.1.4 maintain all licences and consents that may be necessary for the Customer to have in respect of the Services;
3.1	The Customer shall pay CAVC the price as set out in the Scope of Work (Price).	5.3	The Scope of Work shall specify whether the Services are to be:	6.1.5 ensure that any Locations (to the extent they are not under the control of CAVC) meet all appropriate and legal health & safety standards necessary for the performance of the Services; and
3.2	The Price is exclusive of VAT (or equivalent sales tax).	5.3.1	performed at the Location on the date(s) specified in the Scope of Work; or	6.1.6 comply with:
3.3	The Customer shall pay any applicable VAT to CAVC on receipt of a valid VAT invoice.	5.3.2	performed at an alternative premises set out in the Scope of Work (as the case may be). The Customer shall make such premises available for CAVC so that CAVC is able to make the Services available to be performed within the period set out in the Order.	(a) the Equality Act 2010;
3.4	CAVC may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to CAVC of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of CAVC.	5.4	The Services shall be deemed performed on completion of the performance of the Services as specified in the Scope of Work.	(b) Human Rights Act 1998;
4. Payment		5.5	CAVC shall not be liable for any delay in or failure of performance caused by:	(c) Race Relations (Amendment) Act 2000;
4.1	CAVC shall invoice the Customer for the Services at any time after performance of the Services.	5.5.1	the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for performance of the Services or (iii) provide CAVC with adequate	(d) Working Time Regulations 1998;
4.2	The Customer shall pay all invoices:			(e) Bribery Laws;
				(f) Modern Slavery Act 2015
				(or any enactment modifying or replacing them) and all the relevant statutory duties

	imposed by legislation, contract or European Law, in force from time to time in respect of equal opportunities.	8.2.2	all others associated with that party; and	9.1.4	it shall notify CAVC immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 9.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
7. Warranty		8.2.3	all of that party's subcontractors;		
7.1	CAVC warrants that the Services shall:		involved in performing the Contract so comply.		
7.1.1	conform in all material respects with the standards set out in the Scope of Work;	8.3	Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.	9.2	Any breach of clause 9.1 by the Customer shall be deemed a material breach of the Contract and shall entitle CAVC to terminate the Contract with immediate effect.
7.1.2	be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;			10. Indemnity and insurance	
7.1.3	be fit any purpose held out by CAVC and set out in the Scope of Work ; and	8.4	Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 8.	10.1	The Customer shall indemnify, and keep indemnified, CAVC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by CAVC as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
7.2	The Customer warrants that it has provided CAVC with all relevant, full and accurate information as to the Customer's business and needs.	9. Anti-slavery			
7.3	Except as set out in this clause 6:	9.1	The Customer undertakes, warrants and represents that:	10.2	The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to CAVC the benefit of such insurance.
7.3.1	CAVC gives no warranties and makes no representations in relation to the Services; and	9.1.1	neither the Customer nor any of its officers, employees, agents or subcontractors has:	11. Limitation of liability	
7.3.2	shall have no liability for their failure to comply with the warranty in clause 7.1,	(a)	committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or	11.1	The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
	and all warranties and conditions (including the conditions implied by ss 12-16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.	(b)	been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or	11.2	Subject to clauses 11.5 and 11.6, CAVC's total liability shall not exceed the sum of £30,000,000.
8. Anti-bribery		(c)	is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;	11.3	Subject to clauses 11.5 and 11.6, CAVC shall not be liable for consequential, indirect or special losses.
8.1	For the purposes of this clause 8 the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.	9.1.2	it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy	11.4	Subject to clauses 11.5 and 11.6, CAVC shall not be liable for any of the following (whether direct or indirect):
8.2	Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:	9.1.3	its responses to CAVC's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and	11.4.1	loss of profit;
8.2.1	all of that party's personnel;			11.4.2	loss of data;
				11.4.3	loss of use;

11.4.4	loss of production;		relevant IPR Claim without the prior written consent of CAVC;		consequence of any breach of the Contract or any related agreement;
11.4.5	loss of contract;				
11.4.6	loss of opportunity;	12.2.3	does not let CAVC at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;	13.1.3	any information which is independently developed by the Customer without using information supplied by CAVC; or
11.4.7	loss of savings, discount or rebate (whether actual or anticipated);				
11.4.8	harm to reputation or loss of goodwill.	12.2.4	does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;	13.1.4	any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
11.5	The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by either party under the Contract.			13.2	This clause shall remain in force in perpetuity.
11.6	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:	12.2.5	does not, at CAVC's request, provide CAVC with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.	13.3	The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
11.6.1	death or personal injury caused by negligence;	12.3	If any IPR Claim is made or is reasonably likely to be made, CAVC may at its option:	14. Force Majeure	
11.6.2	fraud or fraudulent misrepresentation;	12.3.1	procure for the Customer the right to continue receiving the benefit of the relevant Services; or	14.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
11.6.3	any other losses which cannot be excluded or limited by applicable law; or	12.3.2	modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.	14.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and
11.6.4	any losses caused by wilful misconduct.			14.1.2	uses best endeavours to minimise the effects of that event.
12. Intellectual property				14.2	If, due to Force Majeure, a party:
12.1	All learner materials, course notes and other materials produced or developed by CAVC for the provision of the Services and all Intellectual Property Rights in such materials shall be the exclusive property of CAVC.	12.4	CAVC's obligations under clause 12.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or CAVC's instructions. The Customer shall indemnify CAVC against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by CAVC in connection with any claim arising from such modification or use.	14.2.1	is or shall be unable to perform a material obligation; or
12.2	CAVC shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (IPR Claim), provided that CAVC shall have no such liability if the Customer:	13. Confidentiality and announcements		14.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;
12.2.1	does not notify CAVC in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;	13.1	The Customer shall keep confidential all Confidential Information of CAVC and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:		the other party may, within 30 days, terminate the Contract on immediate notice.
12.2.2	makes any admission of liability or agrees any settlement or compromise of the	13.1.1	any information which was in the public domain at the date of the Contract;	15. Termination	
		13.1.2	any information which comes into the public domain subsequently other than as a	15.1	CAVC may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

15.1.1	the Customer commits a material breach of Contract and such breach is not remediable;	15.2.8	has a freezing order made against it;	16.3	The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
15.1.2	the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;	15.2.9	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;	16.3.1	within 7 days of service of the notice, the [CONTRACT MANAGERS] of the parties shall meet to discuss the dispute and attempt to resolve it.
15.1.3	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after CAVC has given notification that the payment is overdue; or	15.2.10	is subject to any events or circumstances analogous to those in clauses 15.2.1 to 15.2.9 in any jurisdiction;	16.3.2	if the dispute has not been resolved within 7 days of the first meeting of the [CONTRACT MANAGERS], then the matter shall be referred to the persons of equivalent seniority). The parties shall meet within 7 days to discuss the dispute and attempt to resolve it.
15.1.4	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.	15.2.11	takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.	16.4	The specific format for the resolution of the dispute under clause 16.3.1 and, if necessary, clause 16.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
15.2	CAVC may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:	15.3	CAVC may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control.	16.5	If the dispute has not been resolved within 14 days of the first meeting of the persons of equivalent seniority under clause 16.3.2 then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
15.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	15.4	The right of CAVC to terminate the Contract pursuant to clause 15.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.	16.6	Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 16.3 and 16.5 have been completed.
15.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if CAVC reasonably believes that to be the case;	15.5	If CAVC becomes aware that any event has occurred, or circumstances exist, which may entitle the Customer to terminate the Contract under this clause 15, it shall immediately notify the Customer in writing.	17. Notices	All notices and demands hereunder will be in writing and will be served by personal service mail or confirmed facsimile transmission or confirmed email at the address the receiving party set out in the Order (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested and shall be deemed complete upon receipt. All notices sent by email shall be deemed delivered upon receipt by the sender of a delivery and read confirmation.
15.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;	15.6	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of CAVC at any time up to the date of termination.	18. Cumulative remedies	The rights and remedies provided in the Contract for CAVC only are cumulative and not exclusive of any rights and remedies provided by law.
15.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	16. Dispute resolution			
15.2.5	has a resolution passed for its winding up;	16.1	Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 16.		
15.2.6	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;	16.2	The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.		
15.2.7	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;				

<p>19. Further assurance</p> <p>The Customer shall at the request of CAVC, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.</p>	<p>24. No partnership or agency</p> <p>The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.</p>	<p>and signed by CAVC, and then only in the instance and for the purpose for which it is given.</p>
<p>20. Entire agreement</p> <p>20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.</p> <p>20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.</p> <p>20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.</p>	<p>25. Equitable relief</p> <p>The Customer recognises that any breach or threatened breach of the Contract may cause CAVC irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to CAVC, the Customer acknowledges and agrees that CAVC is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.</p>	<p>28. Compliance with law</p> <p>The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.</p>
<p>21. Variation</p> <p>No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, CAVC.</p>	<p>26. Severance</p> <p>26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.</p> <p>26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.</p>	<p>29. Conflicts within contract</p> <p>If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.</p>
<p>22. Assignment</p> <p>The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without CAVC's prior written consent.</p>	<p>27. Waiver</p> <p>27.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.</p> <p>27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by CAVC shall prevent any future exercise of it or the exercise of any other right, power or remedy by CAVC.</p> <p>27.3 A waiver of any term, provision, condition or breach of the Contract by CAVC shall only be effective if given in writing</p>	<p>30. Costs and expenses</p> <p>The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).</p>
<p>23. Set off</p> <p>23.1 CAVC shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which CAVC has with the Customer.</p> <p>23.2 The Customer shall pay all sums that it owes to CAVC under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.</p>		<p>31. Third party rights</p> <p>31.1 Except as expressly provided for in clause Error! Reference source not found., a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.</p>
		<p>32. Governing law</p> <p>The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.</p>
		<p>33. Jurisdiction</p> <p>The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).</p>