
**ADVANCE FACILITIES GROUP LTD, ADVANCE DRAIN SERVICES LTD AND ADVANCE TECHNICAL SOLUTIONS T/A ADVANCE LTD
TERMS AND CONDITIONS**

BACKGROUND:

Advance Facilities Group Ltd, Advance Drain Services Ltd and Advance Technical Solutions T/A Advance Ltd (“AFG, ADS & ATS”) are the provider of commercial, domestic and industrial building maintenance and refurbishment services. AFG, ADS & ATS have reasonable skill, knowledge, and experience in these fields. These Terms and Conditions shall form the basis of contracts for the provision of services by the Bidder/Supplier to AFG, ADS & ATS.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “AFG” | means Advance Facilities Group Ltd of Unit 10 20/20 Industrial Estate, Allington, Maidstone, Kent, ME16 0LL. |
| “ADS” | means Advance Drain Services Ltd of Unit 10 20/20 Industrial Estate, Allington, Maidstone, Kent, ME16 0LL. |
| “ATS” | means Advance Technical Solutions T/A Advance Ltd of Unit 10 20/20 Industrial Estate, Allington, Maidstone, Kent ME16 0LL. |
| “AFG/ADS/ATS Issued Documentation” | means all records, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations ad all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Service Provider in connection with the provision of Services; |
| “Applicable Laws” | means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Services, and to the Contract; |
| “Bidder/Supplier” | means the party tendering for works/element of the works as a part of AFG/ADS/ATS’ tendering process; |
| “Business Day” | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England; |
| “Commencement Date” | means the date on which the Contract shall enter into effect, as set out in Clause 2; |

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| “Confidential Information” | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| “Contract” | means the contract entered into by AFG/ADS/ATS and a successful Bidder for the provision of Services in accordance with and on the basis of these Terms and Conditions; |
| “Data Protection Legislation” | means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; |
| “Fees” | means any and all sums due under the Contract from AFG/ADS/ATS to the Bidder in consideration of the Services, as set out in Clause 6; |
| “Intellectual Property Rights” | means patents, rights to inventions, copyright and related rights, trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world; |
| “Services” | means the services to be provided by the Bidder to AFG/ADS/ATS in accordance with the Contract, as fully defined in the Specification; |
| “Specification” | means the full description and specification of the Services as agreed in writing by AFG/ADS/ATS and the Bidder; and |
| “Work Order” | means AFG/ADS/ATS’ Order for Services/part of the Services following submission of a successful bid. |

- 1.2 Any reference to “writing”, and any similar expression, includes a reference to any communication sent by email.
- 1.3 Unless expressly stated otherwise, legislation or a provision thereof is a reference to

that legislation or provision as amended or re-enacted from time to time.

- 1.4 Unless expressly stated otherwise, legislation or a provision thereof, shall include all subordinate legislation made from time to time under that legislation or provision.
- 1.5 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time.
- 1.6 A reference to “the Contract” is a reference to the contract between the Parties as defined above in sub-Clause 1.1 and further set out below in Clause 3.
- 1.7 A reference to a "Party" or the "Parties" refer to the parties to the Contract.
- 1.8 A reference to any other agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.
- 1.9 Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.
- 1.10 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of the Contract.
- 1.11 Words communicating the singular number shall include the plural and vice versa.
- 1.12 References to any gender shall include any other gender.
- 1.13 References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).
- 1.14 References to a company shall include companies, corporations, or other bodies corporate, however so and wherever incorporated or established.

2. Tender Process

- 2.1 The Bidder will be invited to submit a bid for works as a part of AFG/ADS/ATS' tendering process.
- 2.2 Following receipt of an invitation to submit a bid by AFG/ADS/ATS, the Bidder will have a period of 14 days to file their submission. AFG/ADS/ATS reserves the right to withdraw the invitation to submit a bid at any time during this period without notice.
- 2.3 Following receipt of a bid, AFG/ADS/ATS will aim to review the same within 14 days. AFG/ADS/ATS are not however legally obligated to complete reviews within a specific timeframe.

3. Basis of Contract

- 3.1 AFG/ADS/ATS offer to the Bidder to submit a bid is provided as an invitation to treat. By submitting a bid, the Bidder is confirming their agreement to these terms and is deemed to be an Offer. A bid is then open for acceptance or rejection by AFG/ADS/ATS at their sole discretion.
- 3.2 Upon AFG/ADS/ATS issuing a Work Order, a Contract shall come into existence between AFG/ADS/ATS and the Bidder. The date of the Work Order shall be the Commencement Date of the Contract. The Bidder shall thereon in be referred to as a Supplier.
- 3.3 These Terms and Conditions shall form the basis of the Contract. Subject to Clause 16 (Variation) any other terms that the Bidder seeks to impose or incorporate into the Contract, or which are implied by trade custom, practice, or course of dealing shall be

excluded from the Contract.

4. Supplier Obligations

- 4.1 With effect from the date stated in the Work Order, the Supplier shall, throughout the term of the Contract, provide the Services to AFG/ADS/ATS.
- 4.2 The Supplier shall ensure that the Services conform at all times with any Specification, Risk Assessments and/or Method Statements issued by AFG/ADS/ATS in all material respects.
- 4.3 The Supplier shall provide RAMS and other working documentation relating to safety to AFG/ADS/ATS once they have undertaken their own assessment. This must be carried out prior to any work being undertaken on site by the Supplier.
- 4.4 The Supplier shall provide the Services with reasonable skill and care, commensurate with prevailing standards and best practices in the construction industry in the United Kingdom.
- 4.5 The Supplier shall meet any performance dates set out in the Work Order or as AFG/ADS/ATS may notify to the Supplier from time to time. Time shall be of the essence in the provision of the Services and with respect to such performance dates.
- 4.6 The Supplier shall act in accordance with all reasonable instructions issued by AFG/ADS/ATS provided that such instructions are compatible with the Specification.
- 4.7 The Supplier shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to perform the part(s) of the Services to which they are assigned and issue all required documents including, where appropriate, DBS, CSCS etc. to AFG/ADS/ATS or to their end-client.
- 4.8 The Supplier and its personnel must not wear company branded clothing, other than company branded clothing issued by AFG/ADS/ATS, at any time whilst carrying out the Services.
- 4.9 Sign written vehicles belonging to the Supplier must not be parked on site.
- 4.10 The Supplier is responsible for ensuring that its Personnel is supplied with all appropriate and required PPE for the duration of the Services.
- 4.11 The Supplier shall use any materials issued by AFG/ADS/ATS from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with AFG/ADS/ATS' written authorisation and instructions. The Supplier shall hold any and all materials issued by AFG/ADS/ATS in safe custody and shall maintain the same in good condition. The Supplier shall return or dispose of materials belonging to AFG/ADS/ATS in its possession at AFG/ADS/ATS' option and on AFG/ADS/ATS' written instruction.
- 4.12 The Supplier shall, at all times, and at its own expense when performing its obligations under the Contract:
 - a) comply with the Applicable Laws; and
 - b) comply with all applicable health and safety rules and regulations and security requirements in place on Site.

5. AFG/ADS/ATS' Obligations

- 5.1 AFG/ADS/ATS shall ensure that all information that it provides in the Work Order,

specification and RAMS shall be complete and accurate to the best of their knowledge and belief.

5.2 AFG/ADS/ATS shall provide:

- a) all co-operation that is reasonably required by the Supplier to enable them to provide the Services;
- b) where required, access to and availability and use of the Site to enable the Supplier to provide the Services and shall inform the Supplier of any applicable health and safety rules and regulations and security requirements.

5.3 AFG/ADS/ATS may from time to time issue reasonable instructions to the Supplier in relation to provision of the Services. Any such instructions shall be compatible with the Specification.

5.4 In the event that the Supplier requires the decision, approval, consent, authorisation, or any other communication from AFG/ADS/ATS in order to continue with the provision of the Services (or any part thereof) at any time, AFG/ADS/ATS shall provide the same in a reasonable and timely manner.

5.5 In the event that any licences or consents are required to enable the Supplier to provide the Services, AFG/ADS/ATS shall obtain the same before the date on which the provision of the Services is due to begin (in accordance with sub-Clause 4.1), and shall maintain the same to the extent required for the provision of the Services throughout the term of the Contract.

6. Fees, Payment, and Records

6.1 The Fees payable to the Supplier by AFG/ADS/ATS shall be set out in the Work Order. The Fees shall be the full and only consideration payable to the Service Provider with respect to its provision of the Services.

6.2 Unless the Contract related to a single payment where the Supplier will render a single final invoice at the end of the job, the following clauses will apply:

6.2.1 Unless the Parties agree otherwise in writing, the Fees shall include all costs and expenses incurred by the Supplier to the cut-off date, whether directly or indirectly, in connection with the provision of the Services;

6.2.2 AFG/ADS/ATS will make all staged payments in accordance with the Work Order. To apply for a staged payment, the Supplier is required to issue to AFG/ADS/ATS, an application which will be approved by AFG/ADS/ATS' project or contract manager within 14 days,

6.2.3 The Supplier will then issue an invoice for payment to AFG/ADS/ATS which will be paid within 60 days from the date of approval or shortly thereafter on the next payment run.

6.3 Where any payment is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

6.4 If AFG/ADS/ATS receives an application or invoice and reasonably believes that it is incorrect, it may dispute that application or invoice in good faith as follows:

6.4.1 AFG/ADS/ATS shall notify the Supplier in writing as soon as reasonably possible and practicable;

- 6.4.2 AFG/ADS/ATS shall not be deemed to be in breach of the Contract for failure to pay the disputed sums while such a dispute is ongoing;
 - 6.4.3 AFG/ADS/ATS shall pay any sum which is not in dispute by the due date for payment;
 - 6.4.4 following the resolution of the dispute, AFG/ADS/ATS shall pay the sum agreed between the Parties;
 - 6.4.5 following the resolution of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment in accordance with clause 6.2; if this time period has passed, then within 7 business days and, in the event that the Supplier is required to issue a credit note, it shall issue the same within 7 business days.
- 6.5 The parties agree that where any payment is not made by the Due Date then no interest or penalties shall apply.

7. Confidentiality

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party (such authorisation not to be unreasonably withheld), it shall, at all times during the term of the Contract and for 12 months after its termination or expiry:
- a) keep confidential all Confidential Information;
 - b) not disclose any Confidential Information to any other party;
 - c) not use any Confidential Information for any purpose other than as contemplated by the Contract; and
 - d) ensure that (as applicable) none of its employees, directors, officers, agents, or sub-contractors does any act which, if done by that Party, would be a breach of the provisions of this Clause 7.
- 7.2 Subject to sub-Clause 7.3, either Party may disclose any Confidential Information to:
- a) any sub-contractors, substitutes, or suppliers;
 - b) any governmental or other authority or regulatory body; or
 - c) any employee or officer of that Party or of any of the aforementioned persons, parties, or bodies.
- 7.3 Disclosure under sub-Clause 7.2 may be made only to the extent that it is necessary for the purposes contemplated by the Contract, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 7.2b) or is an authorised employee or officer of such a body, the Party disclosing the Confidential Information under sub-Clause 7.2 must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 7.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 7.5 When using or disclosing Confidential Information under sub-Clause 7.4, the Party

using or disclosing that Confidential Information must ensure that it does not use or disclose any part of that Confidential Information which is not public knowledge.

7.6 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.

8. **Data Protection**

8.1 The Supplier confirms that it authorises AFG/ADS/ATS to process personal data about the Supplier and its representatives.

8.2 AFG/ADS/ATS shall only process the personal data belonging to the Supplier and its representatives in accordance with their Privacy Policy, available on request from AFG/ADS/ATS.

9. **Insurance**

The Supplier shall, for the term of the Contract and for a period of 12 months after its termination or expiry:

9.1 Take-out and maintain professional indemnity and public liability insurance with a reputable insurance company to cover the liabilities that may arise under or in relation to the Contract to a level approved by AFG/ADS/ATS in advance, this must be a minimum cover level of £1m and commensurate with the overall package value; and

9.2 on AFG/ADS/ATS' request, supply them with copies of current certificates of insurance.

10. **Liability**

10.1 As set out in Clause 9 (Insurance), the Supplier shall obtain insurance cover with respect to its own liability for individual claims in accordance with the value of the Work Order. The Supplier shall be responsible for making its own arrangements for the insurance of any excess loss.

10.2 References in this Clause 10 to "liability" shall include every liability arising under or in relation to the Contract including, but not limited to, liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.

10.3 Nothing in the Contract shall limit or exclude either Party's liability under or in relation to the Contract for any form of liability which cannot be limited or excluded by law including, but not limited to:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) for the wilful misconduct of either that Party or that of its employees or agents; or
- d) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession).

10.4 Neither Party shall have the right to benefit from any of the limitations or exclusions of liability set out in this Clause 10 in respect of any liability under or in relation to the Contract which arises out of the deliberate default of either that Party or of that

Party's employees or agents.

- 10.5 The limit on the AFG/ADS/ATS' liability shall not be reduced by any sums awarded by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.
- 10.6 The limit on the Supplier's liability shall not be reduced by any sums awarded by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.
- 10.7 Subject to sub-Clause 10.3 (liabilities which cannot be limited or excluded by law), sub-Clause 10.4 (no limitations or exclusions of liability in respect of deliberate default), the following categories of loss shall be wholly excluded by the Parties and neither Party shall be liable under or in relation to the Contract for any such losses suffered by the other, whether directly or indirectly, or whether immediate or consequential:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of business opportunity;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss of, or damage to, goodwill; or
 - g) indirect or consequential loss.
- 10.8 Notwithstanding sub-Clause 10.7 (categories of loss which are excluded) the following categories of loss are not excluded:
- a) sums paid by AFG/ADS/ATS to the Supplier under the Contract in respect of any part of the Services which is or are not provided in accordance with the terms of the Contract;
 - b) wasted expenditure;
 - c) additional costs incurred by the Client in procuring and implementing replacements or alternatives for or to services not provided in accordance with the terms of the Contract including, but not limited to, costs of management and personnel time, consultancy costs, materials costs, and equipment costs; and
 - d) losses incurred by AFG/ADS/ATS which arise out of or in connection with any claim, demand, penalty, fine, action, investigation, or other proceeding by any third party against the Supplier resulting from any act or omission of the Supplier.
- 10.9 Subject to the above provisions of this Clause 10, the Parties rights under the Contract shall be in addition to, and not exclusive of, any common law rights and remedies.

11. Force Majeure

- 11.1 For the purposes of the Contract, "Force Majeure Event" means, in relation to either Party, any circumstances beyond that Party's reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; shortage of

components or raw materials; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by suppliers or sub-contractors; collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition.

11.2 If any Force Majeure Event occurs in relation to either Party which affects or may affect that Party's performance of its obligations under the Contract, the affected Party shall notify the other Party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. The affected Party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

11.3 Subject to compliance with sub-Clause 11.2, neither Party shall be deemed to be in breach of the Contract or shall otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of which it has notified the other Party, and the time for that performance shall be extended accordingly.

11.4 If the performance by either Party of any of its obligations under the Contract is prevented, hindered, or delayed by a Force Majeure Event for a continuous period of more than 1 calendar month AFG/ADS/ATS shall be entitled to terminate the Contract immediately by giving written notice to the affected Party to the Supplier.

12. Termination

12.1 Without prejudice to any other right or remedy available to it, AFG/ADS/ATS may terminate the Contract by giving the Supplier 30 days' written notice.

12.2 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party in the event that:

- a) the other Party commits a material breach of any term of the Contract and (if that breach is capable of remedy) does not remedy that breach within 30 days after receiving written notification to do so;
- b) the other Party threatens to, or does, suspend, payment of its debts as they fall due, admits that it is unable to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as if the meaning of the words "it is proved to the satisfaction of the courts" contained in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 did not appear in those sections), or (being an individual) is deemed either to be unable to pay its debts or as having no reasonable prospect of paying its debts, in either case, within the meaning of section 268 of the Insolvency act 1986, or (being a partnership) has any partner to whom any of the foregoing applies;
- c) the other Party begins negotiations with any class or all of its creditors about the rescheduling of any of its debts, or proposes any compromise or

arrangements with any of its creditors or enters into the same, other than (being a company) solely for the purpose of a scheme for the solvent amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that other Party;

- d) the other Party applies to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or otherwise in connection with the winding up of the other Party (being a company, limited liability partnership, or a partnership) other than solely for the purpose of a scheme for the solvent amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that Party;
- f) an application is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other Party (being a company, limited liability partnership, or a partnership);
- g) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint, or has appointed, an administrative receiver;
- h) a person becomes entitled to appoint a receiver over any or all of the assets of the other Party, or a receiver is appointed over all or any of the assets of the other Party;
- i) the other Party (being an individual) is the subject of a bankruptcy petition, application, or order;
- j) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or part of the other Party's assets and such attachment or process is not discharged within 14 days;
- k) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject, that has a similar effect to any of the events set out above in sub-Clauses 12.2(b) to (j) (inclusive);
- l) the other Party ceases or suspends, or threatens to cease or suspend, carrying on all or a substantial part of its business;
- m) the other Party (being an individual) dies, or due to illness or incapacity (whether mental or physical), becomes incapable of managing their own affairs or becomes a patient under any mental health legislation; or
- n) there is a change of control of the other Party (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.3 For the purposes of sub-Clause 12.2a), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

13. **Effects of Termination**

Upon the termination or expiry of the Contract for any reason:

- 13.1 any sum owing by either Party to the other Party under the Contract shall become due and payable in accordance with these Terms under clause 6;
- 13.2 the Supplier shall immediately return any materials belonging to AFG/ADS/ATS in its possession. The Supplier shall be fully and solely responsible for AFG/ADS/ATS materials in its possession until they are returned to AFG/ADS/ATS and shall not use the same for any purpose which is not connected with the Contract. In the event that the Supplier fails to return any materials belonging to AFG/ADS/ATS then AFG/ADS/ATS shall have the right to invoice for the full replacement cost to the Supplier to be paid immediately;
- 13.3 each Party shall (except to the extent referred to in Clause 7 (Confidentiality)) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information;
- 13.4 termination or expiry shall not affect or prejudice any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry including, but not limited to, the right to claim damages or any other remedy in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 13.5 any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the termination or expiry of the Contract shall remain in full force and effect.
14. **No Waiver**
- No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
15. **Further Assurance**
- Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.
16. **Variation**
- Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by the Parties (or their authorised representatives).
17. **Severance**
- In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.
18. **Assignment and Sub-Contracting**
- 18.1 The Contract shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

18.2 AFG/ADS/ATS shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be an act or omission of the Party in question.

19. Non-Solicitation

19.1 The Supplier shall not, without the prior written consent of AFG/ADS/ATS, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services or termination of this Contract (whichever is the latest), solicit or entice away from AFG/ADS/ATS or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of AFG/ADS/ATS in the provision of the Services.

20. Third Party Rights

20.1 No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

20.2 Subject to this Clause 19.1, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

21. Anti-Bribery and Corruption

21.1 AFG/ADS/ATS is fundamentally opposed to any acts of bribery and to the making of facilitation payments as defined by the Bribery Act 2010.

21.2 The Supplier, its employees, agents, sub-contractors and/or consultants warranty that they will comply with all applicable laws and regulations in respect of Anti-Bribery and Corruption including but not limited to The Bribery Act 2010.

21.3 Each party shall promptly report to the other any suspected activities which are contrary to The Bribery Act 2010.

Both AFG/ADS/ATS and the Supplier will have policies in place for Anti-Bribery and Corruption which shall be reviewed at least annual to ensure that all staff members understand what is permitted and what is not as well as training being provided to ensure that they can identify likely transactions which are likely to be illegal.

22. Relationship of the Parties

22.1 Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

23. Notices

23.1 All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 All notices under the Contract shall be addressed to the most recent postal address or email address given in the Work Order or as otherwise notified in writing by either Party to the other from time to time.

23.3 Notices shall be deemed to have been duly given:

- a) when delivered, if delivered by courier or other messenger during the normal business hours of the recipient; or
- b) when sent, if sent by email during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume; or
- c) at 9 am on the second Business Day following mailing, if mailed by first-class mail, postage prepaid.

23.4 For the purposes of this Clause 23, "normal business hours" shall mean 8.00 am to 5.00 pm, Monday to Friday on a day that is not a public or bank holiday.

24. **Entire Agreement**

24.1 The Contract constitutes the entire agreement between the Parties with respect to its subject matter.

24.2 Each Party acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.

25. **Law and Jurisdiction**

25.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.