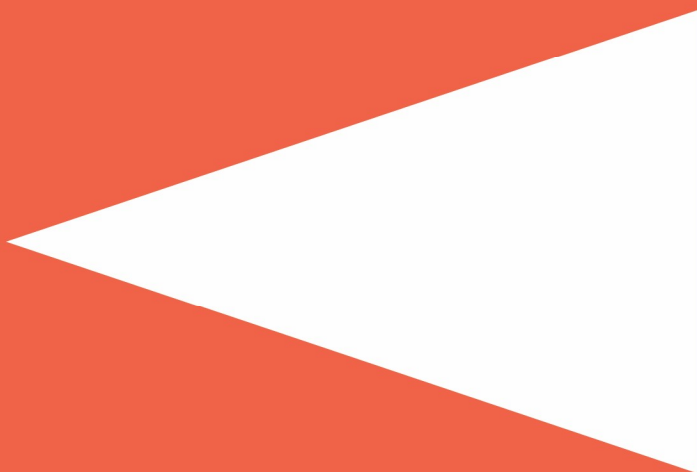


Wales Audit Office Purchase Order
Terms and Conditions



Introduction

The Order is issued subject to these Conditions, which govern both the Order and all business dealings between the Wales Audit Office and the Supplier relating to the Order. The Wales Audit Office Order Number must be quoted on all communications in connection with the Order. Failure to do so may result in delayed processing and payment.

The Auditor General for Wales' work includes examining how public bodies manage and spend public money, and the Wales Audit Office provides the staff and resources to enable him to carry out his work. Audit Wales is a trademark of the Wales Audit Office and is the umbrella identity of the Auditor General for Wales and the Wales Audit Office. Orders are made or issued by the Wales Audit Office.

Correspondence

All correspondence relating to the Order must be addressed to Audit Wales at the address set out in the order.

Invoices

All invoices must:

- contain the order number
- quote your VAT registration number (if applicable) and
- be sent to Accounts Payable, Finance Department, Audit Wales at 24 Cathedral Road, Cardiff CF11 9LJ. Alternatively, invoices can be emailed to accountspayable@audit.wales

1. Definitions and interpretations

- 1.1. 'Agreement' means this agreement together with all written schedules and other documents referred to.
- 1.2. 'Authority' means the Wales Audit Office.
- 1.3. 'Authority's Nominated Representative' means the person appointed by the Authority as being responsible for liaison with the Contractor's Account Manager in respect of the Agreement.
- 1.4. 'Authority's Premises' means land or buildings owned or occupied by the Authority.
- 1.5. 'Charges' means the fees payable by the Authority to the Contractor in consideration for the Services including all expenses but excluding value added tax as detailed in Schedule 2.

- 1.6. 'Contractor's Account Manager' means the person nominated by the Contractor and agreed with the Authority as being responsible for managing the delivery of the Services in accordance with the terms of the Agreement.
- 1.7. 'Contractor's Written Response' means the Contractor's response to the Invitation to Tender, or Invitation to Quote, included in the Service Specification.
- 1.8. 'Deliverables' shall mean any services or goods or materials provided pursuant to the Order;
- 1.9. 'Intellectual Property Rights' means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights trade or business names, rights in undisclosed or confidential information (such as Know How, trade secrets and inventions (whether patentable or not) and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom.
- 1.10. 'Know How' means all information not in the public domain held in any form (including that comprised in or derived from drawings, data, formulae, specifications, notes, computer software, component lists, instructions, manuals, brochures, catalogues and processed descriptions).
- 1.11. Invitation to Tender, or Invitation to Quote means the Authority's request for a tender or quotation for the Services included in the Service Specification.
- 1.12. 'Welsh Public Authority' means a body defined by section 83 of the Freedom of Information Act 2000 other than the Wales Audit Office and the Auditor General for Wales.
- 1.13. 'Relevant Transfer' means a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 1.14. 'Services' means the services that the Contractor will provide to the Authority pursuant to this Agreement as set out in the Service Specification.
- 1.15. 'Service Specification' means Request for Quotation of Services together with the Contractor's Written Response and subsequent correspondence (if any) as attached at Schedule 1.
- 1.16. The interpretation and construction of the Agreement shall be subject to the following provisions:
 - 1.14.1. a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.14.2. the headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement;
 - 1.14.3. references to 'person' where the context allows, includes a corporation or an unincorporated association; and

- 1.14.4. if there is any inconsistency between the Request for Quotation of Services and the Contractor's Written Response, the Request for Quotation of Services shall prevail unless otherwise agreed in writing between the parties.

2. Delivery Title and Risk

- 2.1. You must deliver the Deliverables, together, in the case of goods or materials, with a detailed delivery note quoting an Order number, by the date specified in the Order or, if none, by a reasonable time specified by the Authority. If stated in the Order, time shall be of the essence with regard to dates specified by the Authority for the supply of Deliverables.
- 2.2. Title in the Deliverables shall vest in the Authority upon delivery or upon payment by the Authority of the price for those Deliverables, if earlier.
- 2.3. Risk in Deliverables shall remain with you until the Deliverables are delivered to the Authority and signed for as accepted by an authorised signatory of the Authority provided that if the Deliverables are subsequently rejected by the Authority for any reason whatsoever (whether or not the Authority is entitled to do so in accordance with these Conditions) and the Authority gives you notice of such rejection, then risk in the Deliverables shall pass back to you forthwith.
- 2.4. If at any time deliveries under this Contract are suspended due to the happening of a force majeure event, then, without prejudice to its rights of termination or under clause 12, the Authority may at its discretion postpone delivery of the Deliverables for the period of suspension or such longer period as the Authority may require, in which event the Authority payment obligations shall be postponed for the equivalent length of time.

3. The provision of services

- 3.1. The Contractor shall provide the Services in accordance with the general terms and conditions of this Agreement and the specific terms and requirements of the Service Specification.
- 3.2. The Contractor warrants that it shall provide the Services with all due skill, care and diligence and in accordance with industry practice and legal requirements and shall ensure that its staff undertaking work in providing the Services to the Authority shall be adequately trained and competent to provide the Services.
- 3.3. Timely provision of the Services shall be of the essence of the Agreement, including in relation to commencing the provision of the Services within the time agreed or on a date specified by the Authority.
- 3.4. Any work undertaken that is not carried out in accordance with the Agreement or the Service Specification shall, at the sole discretion of the Authority's Nominated

Representative, be re-executed by the Contractor at its own expense and within such reasonable time as specified by the Authority's Nominated Representative.

- 3.5. The Authority does not accept liability for any errors that may arise in the specified work. It is the responsibility of the service provider to ensure that all specified works are accurate. The Authority may reject any work, if, in its reasonable opinion, the Contractor has failed to provide the Services to the standard and quality specified in the Contract or otherwise conveyed to the Contractor in connection with the Agreement.

4. Responsibility and progress reporting

- 4.1. The Contractor shall appoint the Contractor's Account Manager who shall be responsible for the provision of the Services to the Authority.
- 4.2. The Authority's Nominated Representative shall be responsible for liaising with the Contractor's Account Manager to determine that the Authority's requirements are met and to discuss and resolve matters relating to the Agreement and to provide formal progress reports if so requested by the Authority's Nominated Representative.

5. Payment

- 5.1. The Contractor shall invoice the Authority for the Charges at the times and in the manner set out in Schedule 2 and the Authority shall pay the Contractor within 28 days of receipt of a valid invoice.
- 5.2. The Contractor shall not be entitled to charge for the provision of any Services that are not part of the Services agreed within the Agreement unless otherwise agreed in writing in advance by the Authority.
- 5.3. The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.
- 5.4. If and whenever any payment due by the Authority in accordance with this Clause shall at any time remain unpaid for a period of 30 Working Days after becoming payable, a further and additional sum by way of interest on the same, calculated on a day to day basis at an annual rate of 2% above the National Westminster Bank base rate, in force from time to time from the date upon which such sum first became payable shall be paid by the Authority to the Contractor.

6. Transfer and subcontracting

- 6.1. The Agreement is personal to the Contractor. The Contractor shall not assign, novate, sub-contract or otherwise dispose of the Agreement or any part thereof without the previous consent in writing of the Authority.
- 6.2. Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

7. Protection of personal data

- 7.1. In this Clause references to “personal data”, “data subjects”, “data controller” and “data processor” and any other terms referred to in this Clause are to be interpreted as defined in the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018, hereon together referred to as ‘Data Protection Legislation’. The Contractor shall comply with all relevant provisions of Data Protection Legislation, and do nothing, which causes, or may cause, the Authority to be in breach of its obligations. In particular, to the extent that the Contractor acts as a data processor in respect of any personal data pursuant to the Agreement, the Contractor shall only process such personal data as is necessary to enable it to fulfil its obligations under this Agreement. The processing that the Contractor is authorised to do is limited by the terms of Schedule 4, which extends to a third party in the event of sub-contracting.
- 7.2. The Contractor must only engage with a sub-contractor with the prior consent of the Authority. The Contractor must ensure that all its staff and agents processing the data are subject to a duty of confidence and other arrangements necessary to meet the requirements of Data Protection Legislation.
- 7.3. If the Contractor fails to comply with any provision of Data Protection Legislation, or the terms of this Clause and associated Schedules, the Authority may terminate the Agreement immediately in which event the provisions of Clause 12 shall apply.
- 7.4. Subject to Clause 18.4, the Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Authority by any person in respect of Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or its sub-contractors and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Agreement which results in the Authority being in breach of its obligations under Data Protection Legislation or equivalent applicable legislation in any other country.

- 7.5. The Contractor must not undertake any processing beyond that set out in Schedule 4 without the written instructions of the Authority (unless required by law to act without such instructions). The Contractor shall not transfer any personal data unless authorised to do so by the Authority. The Contractor shall not transfer personal data outside the United Kingdom or European Union except with the prior written consent of the Authority.
- 7.6. The Contractor must assist the Authority with any data subject access request made, allowing data subjects to exercise their rights under the UK GDPR. The Contractor must ensure that all data subject access requests are dealt with in the appropriate timescale as set out in Data Protection Legislation.
- 7.7. The Contractor must put appropriate technical and organisational measures in place to ensure the security of all data processed under the terms of this Agreement and Schedules. The Contractor must assist the Authority in meeting its UK GDPR obligations in relation to the following:
 - 7.7.1. security of processing,
 - 7.7.2. the notification of personal data breaches, the Contractor must report all breaches to the Authority without undue delay,
 - 7.7.3. co-operation with the supervisory authorities where applicable, and
 - 7.7.4. data protection impact assessments (required if the processing is likely to 'result in a risk to the rights and freedoms of Data Subjects').
- 7.8. Upon termination of this Agreement for whatever reason, the Contractor shall, unless notified otherwise by the Authority, or otherwise required by law, immediately cease any processing of the personal data on the Authority's behalf and as requested by the Authority destroy or provide the Authority with a copy on suitable media.
- 7.9. The Contractor shall permit audits of its Data Processing activity by the Authority, or the Authority's designated auditor. The Contractor shall provide the Authority with all information required to ensure that both parties are meeting UK GDPR obligations, and inform the Authority immediately if it is asked to carry out action which may infringe Data Protection Legislation

8. Waiver

- 8.1. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any prejudice any right of that party under the Agreement.

9. Force majeure

- 9.1. In this Agreement, force majeure will mean any cause preventing either party from performing any or all of its obligations under this Agreement which arises from or is

attributable to acts, events or circumstances beyond the reasonable control of the party, including failure of a utility service or transport network, disruption caused by a public health emergency, pandemic, epidemic, war, riot, civil or political commotion, damage or disruption due to extreme weather conditions, war, civil war, armed conflict or terrorist attack, nuclear, chemical or other contamination
This list does not preclude application of this Clause to other similar events.

- 9.2. If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party will forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and will, subject to service of such notice and having taken all reasonable steps to avoid or mitigate such prevention or delay and to Clause 11.4, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations. The corresponding obligations of the other party will be suspended to the same extent.
- 9.3. If either party is prevented from performance of its obligations for a continuous period more than 3 months, the other party may terminate this Agreement forthwith on service of written notice upon the party so prevented, in which case neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 9.4. The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure will use reasonable endeavours to find a solution by which the Agreement may be performed despite the continuance of the force majeure event, and communicate their proposal to the other party immediately.

10. Confidentiality

- 10.1. The Authority and the Contractor shall keep confidential all information relating to the Charges payable under this Agreement, the Know How, other technical, business, financial and product development plans, forecasts, customer lists and strategies of the other party obtained under or in connection with the Agreement and shall not divulge the same to any third party without the written consent of the other party.
- 10.2. The provisions of Clause 12.1 shall not apply to information which:
 - 10.2.1. is in the public domain otherwise than by breach of the Agreement;
 - 10.2.2. was obtained from a third party who is free to divulge the same; or
 - 10.2.3. is required by law to be disclosed.

- 10.3. The Contractor and the Authority shall divulge confidential information only to those employees who are directly involved in the Agreement and who need to know the confidential information and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
- 10.4. The Contractor shall ensure that their employees and its sub-contractors are bound by the requirements of this Clause 10.
- 10.5. The provisions of this Clause 10 shall continue in perpetuity.

11. Freedom of Information Act 2000

- 11.1. The Contractor acknowledges and agrees:
 - 11.1.1. that the Authority is a 'public authority' as defined by the Freedom of Information Act 2000 and is required to comply with its obligations thereunder.
 - 11.1.2. that all information and documentation which the Contractor created and/or developed for the purposes of performing its obligations and whose ownership is vested in the Authority under this Agreement is held by the Authority for the purposes of section 3(2) of the Freedom of Information Act 2000;
 - 11.1.3. to fully co-operate with the Authority and take such action as the Authority reasonably requires enabling the Authority to comply with its obligations under the Freedom of Information Act 2000; and
 - 11.1.4. to comply with the 'Freedom of Information Act 2000 – Request Protocol' set out in Schedule 3.

12. Termination

- 12.1. The Authority may at any time, by notice in writing, terminate the Agreement as from the date of service of such notice if:
 - 12.1.1. there is a change of control, as defined by section 451 of the Corporation Tax Act 2010, in the Contractor or its Parent Company.
 - 12.1.2. any partner or partners of the Contractor who together are able to exercise direct or indirect control, as defined by Section 450 of the Corporation Tax Act 2010, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act

2016 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for or on behalf of his creditors or any similar event occurs under the law of any other jurisdiction; or

- 12.1.3. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
- 12.2. The Authority may at any time by notice in writing terminate the Agreement forthwith if the Contractor is in default of any obligation under the Agreement and:
 - 12.2.1. the default is capable of remedy and the Contractor shall have failed to remedy the default within fourteen (14) days of written notice to the Contractor specifying the default and requiring its remedy; or
 - 12.2.2. the default is not capable of remedy.
- 12.3. Termination in accordance with this Clause 12 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 12.4. The Authority will only be permitted to exercise its rights pursuant to Clause 12.1.1 for six (6) months after each such change of control and shall not be permitted to exercise such rights where the Authority has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Authority within fourteen days of any change of control taking place.
- 12.5. The Contract shall be terminable at any time during the agreement period by not less than three [3] months' notice in writing being given by either party to the other.

13. Service of notices and communications

- 13.1. Any notice or other communication that the Contractor gives under the Agreement must be by email to the Authority's Nominated Representative @audit.wales address and business.services@audit.wales, or by first class recorded postal delivery to the Authority's Nominated Representative at 24 Cathedral Road, Cardiff

CF11 9LJ.' Any notice or other communication that the Authority given under the Agreement must be by email to the Contractor's Account Manager.

13.1.1. Email notices are deemed to be received 9am on the working day immediately following the day on which the notice is sent by email provided that no error message is generated.

13.1.2. Notice given by post shall be effective 2 working days after the date of posting.

13.2. Clause 13.1 does not apply to the service of any proceedings or other documents in any legal action.

14. Entire agreement

14.1. The Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Agreement provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

15. Severability

15.1. If any condition, clause or provision of the Agreement not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Agreement, the validity or enforceability of the remainder of the Agreement shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

16. Amendments and variations

16.1. No amendment or variation to the terms of the Agreement shall be valid unless agreed in writing between the Authority and the Contractor.

17. Recovery of sums due

17.1. Whenever under the Agreement any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Agreement or any other agreement or arrangement with the Authority.

17.2. Any overpayment by the Authority to the Contractor whether in respect of the Charges or value added tax shall be a sum of money recoverable from the Contractor pursuant to Clause 17.1 above or otherwise.

18. Value added tax

18.1. The Authority shall pay to the Contractor, in addition to the Charges, a sum equal to the value added tax chargeable on the value of the Services provided in accordance with the Agreement.

18.2. Any invoice or other request for payment of monies due to the Contractor under the Agreement shall, if they are a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of regulations made under the Value Added Tax Act 1994.

18.3. The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of value added tax chargeable on the Services.

19. Indemnities and insurance

19.1. The Contractor shall hold harmless and indemnify the Authority on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Authority's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damages to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.

19.2. The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expenses, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).

19.3. Nothing in this Clause nor in any part of the Agreement imposes any liability on any member of the staff of the Authority or its representatives in their personal capacity.

19.4. Except in relation to death or personal injury as referred to in Clause 19.1, the amount of liability under this Clause shall be limited to a sum of £2,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Authority and the Contractor.

20. Dispute resolution

- 20.1. The Authority's Nominated Representative and the Contractor's Account Manager shall attempt in good faith to negotiate a settlement to any dispute between the parties arising out of or in connection with the Agreement.
- 20.2. If the dispute cannot be resolved pursuant to Clause 20.1, then any dispute or difference between them may be referred to the courts.

21. Intellectual property rights

- 21.1. Subject to any pre-existing rights of third parties and of the Contractor, the Intellectual Property Rights in all reports, documents and other materials which are generated or acquired by the Contractor (or any of its sub-contractors or agents) in the performance of the Services shall belong to and be vested automatically in the Authority, and the Contractor warrants to the Authority that all staff, agents and sub-contractors are and will be engaged in relation to the Agreement on terms which do not entitle any of them to any Intellectual Property Rights in any such report document or other material. The Contractor hereby assigns any copyright that it owns in every such report, document, and other material to the Authority.

22. Rights of third parties

- 22.1. It is not intended that the Agreement, either expressly or by implication, shall confer any benefit on any person who is not a party to the Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

23. Equality, Human Rights and Discrimination

- 23.1. The Contractor shall comply with all legislation relating to equality and human rights, including the "General Duty" under the Equality Act 2010, and the Human Rights Act 1998 which apply to public authorities and private or third sector organisations where they are carrying out a public function.
- 23.2. The Contractor shall not unlawfully discriminate within the meaning and scope of equality legislation in relation to the provision of Services under this Agreement. The Contractor shall take all reasonable steps to ensure that unlawful conduct does not occur, including (but not limited to) discrimination on the basis of a protected characteristic, by association or perception, or harassment or victimisation, in the carrying out of Services under this Agreement.

24. Modern Slavery

- 24.1. The Contractor shall comply with the Modern Slavery Act 2015 and all other legislation including human rights obligations, relating to anti-slavery and human trafficking.
- 24.2. The Authority prepares an annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business. The Contractor shall provide the Authority with all necessary information requested, so that the Authority can prepare such an annual statement.
- 24.3. If the Contractor is unable without reasonable excuse to provide information required by the Authority to prepare an annual statement, or evidence demonstrates a failure without reasonable excuse to comply with modern slavery obligations, the Authority may terminate the Agreement immediately in which event the provisions of Clause 12 shall apply.

25. Employees of the contractor

- 25.1. The Contractor shall be the employer of the personnel provided to perform the services and shall be entirely responsible for the employment and terms and conditions of employment of the employees. The Contractor is responsible for all PAYE, Income Tax and National Insurance Deductions of such personnel. The Contractor shall reimburse the Authority any sums the Authority has to pay to the HM Revenue and Customs in respect of their employees.

26. Conflicts of interest

- 26.1. The Contractor will notify the Authority of any actual or potential conflicts of interest which may arise in carrying out the Services and will arrange suitable alternative arrangements in agreement with the Authority to avoid such conflicts of interest.
- 26.2. The Contractor will not carry on in any business which could create a conflict of interest unless the Authority gives prior consent.

27. Transfer of Undertakings (Protection of Employment) Regulations

- 27.1. This clause 26 shall apply if an organised grouping of employees has as its principal purpose the fulfilment of the Services or any part thereof.
- 27.2. During the 12 months preceding the expiry of this Agreement or after the Authority has given notice to terminate this Agreement or at any other time as directed by the Authority, and within 15 working days of being so requested by the Authority,

the Contractor shall fully and accurately disclose to the Authority any and all information in relation to all personnel engaged in providing the Services including all Relevant Employees who are to transfer as a consequence of a Relevant Transfer as the Authority may request.

- 27.3. The Contractor shall warrant the accuracy of all the information provided to the Authority pursuant to clause 26.2 and authorises the Authority to use any and all the information as it may consider necessary for the purposes of its business or for informing any tenderer for any services which are substantially the same as the Services (or any part thereof).
- 27.4. The Contractor shall indemnify the Authority and any new contractor appointed by the Authority, and shall keep the Authority and any new contractor appointed by the Authority indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) which the Authority and any new contractor appointed by the Authority shall take all reasonable steps to mitigate, awarded against or incurred or paid by the Authority or any new contractor appointed by the Authority as a result of or in connection with the employment or termination of employment of any employee of the Contractor during any period prior to the date of expiry or termination of this Agreement.
- 27.5. If the Contractor enters into any sub-contract in connection with this Agreement, it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this clause 26 and shall procure that the Sub-Contractor complies with such terms. The Contractor shall indemnify the Authority and keep the Authority indemnified in full from and against all direct, indirect, or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Authority as a result of or in connection with any failure on the part of the Sub-Contractor to comply with such terms.

28. Rejection of deliverables

- 28.1. Notwithstanding any deemed acceptance of Deliverables and without prejudice to its statutory or common law rights, the Authority shall be entitled (acting reasonably) to reject any Deliverables before or after delivery if the same do not confirm to sample or are defective in workmanship or otherwise not of satisfactory quality, not fit for purpose or not in accordance with the Order or any drawings or specifications supplied by the Authority.
- 28.2. Where so rejected:
- 28.2.1. such Deliverables shall after notice thereof to you be held by the Authority at your sole risk and expense until you shall collect the same.
 - 28.2.2. the Authority may terminate the Contract forthwith; and

28.2.3. you will repay in full to the Authority whatever has already been paid to you in that regard unless the Authority agrees in writing to allow you to arrange prompt correction, completion at your own expense (including transportation charges).

29. Welsh Language (Wales) Measure 2011

29.1. The Contractor shall for the term of the Agreement comply with relevant standards set out in the Authority's Compliance Notice issued by the Welsh Language Commissioner under the Welsh Language (Wales) Measure 2011.

30. Law and jurisdiction

30.1. This Agreement shall be governed by the law of England and Wales. All disputes or differences arising under or in connection with it shall be submitted to the exclusive jurisdiction of the High Court in Cardiff.



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Textphone: 029 2032 0660

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Website: www.audit.wales

We welcome correspondence and telephone calls in Welsh and English.
Rydym yn croesawu gohebiaeth a galwadau ffôn yn Gymraeg a Saesneg.