

Standard Terms & Conditions

DEFINITIONS
"Contract" means the covering letter, the Standard Terms and Conditions, the attached Schedules and the Purchase Order.

"Delivery Address" shall mean the location advised by Away Resorts to which the Goods and/or Services should be delivered which may or may not be the Site.
"Goods and/or Services" shall mean all goods and/or services supplied or provided under this Contract as more particularly detailed in Schedule 1.
"Laws" shall have the meaning given in Clause 20;
"Price List" shall mean the agreed costs to be charged by the Supplier under the terms of this Contract, as stated in Schedule 2
"Purchase Orders" shall mean Away Resorts standard purchase order placed with Supplier for the supply of Goods and/or Services
"Service Level Agreement" shall mean the document attached headed under Schedule 3
"Site" shall mean the location advised by Away Resorts where the Goods and/or Services will ultimately be installed
"Site Attendances" shall mean goods and/or services Away Resorts agrees, at its sole discretion, to supply to Supplier at no charge to Supplier
"Term" shall mean the duration of the Contract, as stated in the Cover Letter, Page 1, point 2 of this Contract.

"Works" shall mean the works which Away Resorts will execute at the Site and into which the Goods and/or Services will be incorporated.

1. INTERPRETATION
1.1 In this Contract, unless otherwise specified:
(A) references to clauses, sub clauses and schedules are to clauses, sub clauses and schedules to this agreement;
(B) references to a "company" shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;

(C) references to "persons" shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
(D) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re enacted;
(E) any reference to a "day" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;

(F) references to times are to London time;
(G) (i) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by word "or" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
(ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.2 All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this agreement.

2. BASIS OF PURCHASE

This Contract shall apply to the supply of Goods and/or Services by Supplier to Away Resorts to the exclusion of any terms and conditions which may be contained in a delivery note, order acknowledgment, quotation or other document issued by Supplier in the course of supplying Goods and/or Services to be provided under this Contract. The Supplier waives any right which it might otherwise have to rely on any other such terms and conditions.

2.1 On receipt of the Purchase Order, Supplier will be deemed to have accepted the Purchase Order on the terms of this Contract.

3. COMMITMENT

3.1 Unless otherwise agreed in writing by Away Resorts, the Purchase Order shall not imply any commitment by Away Resorts to contract exclusively with the Supplier.

3.2 Supplier acknowledges that precise conformity of the Goods and/or Services with the specifications set out in this Contract is of the essence of the Contract and Away Resorts shall be entitled to reject the Goods and/or Services if they are not in conformance with such specifications, however slight the breach may be.

3.3 Supplier shall provide such accurate and appropriate data to Away Resorts in its sole discretion determines necessary to enable Away Resorts to evaluate the Supplier's service level performance in accordance with the Service Level Agreement set out in Schedule 3.

4. SUB-CONTRACTING

4.1 Supplier shall not sub-contract all or any part of its obligations under this Contract (except delivery of Goods) without Away Resorts prior written approval.

4.2 In the event that Supplier does sub-contract all or any part of its obligations under this Contract pursuant to Clause 4.1, Supplier shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it. Supplier shall indemnify Away Resorts against any loss or damage suffered by Away Resorts arising from the act or omission of such sub-contractors.

5. INSPECTION AND TESTING

5.1 Supplier agrees to allow Away Resorts authorised representatives to visit its premises and any other location which is in any way associated with this Contract to ensure that Supplier is discharging its responsibilities efficiently and to Away Resorts satisfaction

5.2 Away Resorts shall have the right to inspect the Goods and/or Services at reasonable times during their manufacture or while being stored.

5.3 Before delivering the Goods and/or Services Supplier shall inspect and test them for compliance with the specification. If so requested by Away Resorts, Supplier shall permit Away Resorts to attend such inspection and testing and shall supply Away Resorts with copies of records relating thereto.
5.4 Notwithstanding Away Resorts' right to inspect and test the goods pursuant to Clause 5.2 and 5.3 if the Goods do not comply with the Purchase Order and with the warranties contained in Clause 13, Away Resorts shall not be deemed to have accepted the Goods or to have waived its right to reject the Goods or to have waived its right to invoke any of the remedies set out in this Contract by reason of its inspection and/or testing and/or approval of a sample of the Goods and/or Services or by reason of any defect in the Goods and/or Services which would have been apparent on reasonable inspection and/or testing of the Goods and/or Services.

5.5 The provisions set out in Clauses 5.4 and 13 shall apply, even if the failure of the Goods to comply with the warranty set out in Clause 13 is with the order and specification is only minor or slight.
5.6 Where Away Resorts requires any special tests to be carried out on the Goods and/or Services provided, Away Resorts shall detail the special requirements in the Purchase Order and Supplier shall be responsible for separately identifying the charges in respect of the same. Such tests shall be carried out on Site unless otherwise agreed in the Purchase Order.

6. PRICE AND PAYMENT TERMS

6.1 All Prices shall be those stated in the Price List, Schedule 2 of this Contract and shall remain in force for the Term of this Contract.

6.2 In the event of any discrepancy in pricing between the Purchase Order and the Supplier's invoice, the Supplier shall be deemed to have fulfilled the order on the basis of the pricing shown on the Purchase Order and therefore the pricing on the Purchase Order shall prevail.

6.3 In the event of any discrepancy in pricing between the Supplier's invoice and the prices stated in the attached Price List in Schedule 2 then the pricing stated in the Price List in Schedule 2 shall prevail.

6.4 All prices must be quoted exclusive of Value Added Tax and unless where otherwise expressly stated in writing shall be inclusive of excise duties, import levies, landing charges, freight carriages, delivery charges, packaging and/or packing cases, on-site commissioning, insurance, warranties and other charges of whatever nature.

6.5 Away Resorts reserves the right to benchmark the competitiveness of the pricing arrangement at any time during the agreement, where it feels necessary. Should the results of any such exercise prove that Away Resorts has been disadvantaged then Away Resorts reserve the right to either re-negotiate prices and/or terms and conditions with the Supplier and the right to terminate the agreement in the event of being unable to agree fair market prices.

6.6 All invoices must have a valid Purchase Order number stated on its invoice.
6.7 Away Resorts shall make payment to the Supplier, subject to clause 6.5, 30 days from date of invoice unless otherwise agreed.

6.8 Away Resorts shall have the right to off-set, deduct or withhold payments in the event that credit is due to Away Resorts by Supplier for whatever reason.

7. DELIVERY

Supplier shall deliver the Goods to the site, or to such other place as is agreed between the Parties at the time and date stipulated by Away Resorts and it is hereby agreed that time of delivery shall be of the essence.

8. FORCE MAJEURE

8.1 Force Majeure shall mean an occurrence beyond the reasonable control and without the fault or negligence of the party affected and which the said party is unable to prevent or provide against by the exercise of reasonable diligence (including, but not limited to: acts of God or the public enemy, appropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions; pandemics, fires, explosions or other catastrophes.)

8.2 No delay or failure in performance by either party hereto (the "Claiming Party") shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. In the event of Force Majeure Away Resorts shall have the right to source Goods and/or Services from another provider until the Supplier resumes performance as soon as possible after the event of Force Majeure has ceased.
8.3 Clause 8.1 above shall only apply if the Claiming Party (i) could not have avoided the effect of the Force Majeure by taking precautions which, having regard to all matters known and to be known by the Force Majeure and all relevant factors, it ought to have taken but did not take and (ii) has used reasonable endeavours to mitigate the effect of the Force Majeure and to carry out its obligations under this Contract in any other way that is practicable.
8.4 If the Force Majeure begins in question prevails for a continuous period of 3 months after the date on which the Force Majeure, the other Party shall be entitled to give notice to the Claiming Party to terminate this Contract. The notice to terminate must specify the termination date, which must not be less than 30 days after the date on which the notice to terminate is given. Once a notice to terminate is given, the agreement will terminate on the date set out in the notice.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Supplier warrants that the supply to or the use by Away Resorts of the Goods, and/or the performance of the Services will not in any way infringe any Intellectual Property Rights or any other right whatsoever of any third party, that they will not be illegal and Supplier will indemnify Away Resorts against all losses, liabilities, costs and expenses in respect of claims on the grounds that the Goods and/or Services infringe the Intellectual Property Rights or other right of a third party.
9.2 All Intellectual Property Rights arising from the provision of services (including, without limitation, the Services) or arising from the creation, development or modification of the Goods and/or Services specifically for Away Resorts, under the Contract, shall be vested in and belong to Away Resorts. In the event that

any such Intellectual Property Rights vest in Supplier, Supplier shall assign, or procure the assignment of such Intellectual Property Rights to Away Resorts and Supplier shall execute or cause to be executed all deeds documents and acts as reasonably required to vest such Intellectual Property Rights in Away Resorts.

9.3 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights (in all drawings, specifications and data supplied by Away Resorts to the Supplier shall at all times be and remain the exclusive property of Away Resorts and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Away Resorts and shall not be disposed of other than in accordance with the written instructions of Away Resorts, nor shall such items be used otherwise than as authorised by Away Resorts in writing.

10. TITLE AND RISK

10.1 The title and property in the Goods and/or Services provided shall pass to Away Resorts upon delivery and in the case of delivery by instalments upon delivery of each instalment, unless payment or part payment has been made prior to delivery in which event the property in any materials, components or Goods purchased or allocated by the Supplier for the purpose of this Contract shall immediately vest in Away Resorts.

10.2 The risk shall not pass to Away Resorts until delivery has been accepted by Away Resorts by way of a signature on a delivery note or such other documentation as may be submitted with completion of work undertaken for Away Resorts. In the case of Services which are provided over a period of time the risk shall not pass to Away Resorts until the Services being provided are fully completed and tested and/or commissioned to Away Resorts satisfaction. It is therefore understood that all supplies, parts, tools and equipment used on Site by the Supplier for the provision of such Services are at Supplier's risk whilst on Site.

10.3 In the event that delivery is delayed for any reason and the Goods are held at Supplier's premises or put into storage then the Supplier shall remain liable for any loss or damage not deemed to have been caused until the Goods are delivered to the Delivery Address, as detailed in the Purchase Order.

10.4 If any Goods are delivered or Services provided which fail in any way whatsoever to comply with the provisions of the Contract by reason of quality, quantity or for any other reason, or are delivered in error then, without prejudice to any other rights it may have, Away Resorts may at its sole discretion and at Supplier's risk and expense, either:-

10.4.1 return the Goods or any instalment or any part thereof on the basis that a full refund for such Goods shall be paid forthwith by the Supplier;
10.4.2 arrange for immediate collection/removal of the Goods by the Supplier; or
10.4.3 require immediate replacement or rectification by delivery of Goods or performance of Services which are in accordance with the Contract; or
10.4.4 require the immediate repair or remedy of any defects in the Goods or deficiency in the Services; or
10.4.5 refuse to accept any further delivery of Goods or performance of any further Services.

In addition, the Supplier shall fully and effectively indemnify Away Resorts in respect of any and all its claims, damages, costs and expenses arising therefrom. Any prior payment shall not prejudice Away Resorts' right of retention. Away Resorts shall also have the right to dispose of any Goods which have been put aside for collection in accordance with clause 10.4.2 above in the event that they have not been collected by Supplier within a period of 7 days from receipt of a notification from Away Resorts. In such event Away Resorts shall not be liable for payment of those Goods.

A signature on a delivery note shall not constitute acceptance of the Goods in terms of either quality, quantity or conformance to specification or Purchase Order but shall simply be an acknowledgement of a delivery being made by the Supplier.

11. CANCELLATION AND VARIATION

11.1 Away Resorts shall be entitled to cancel any Purchase Order in whole or in part by giving notice to Supplier at any time prior to delivery or completion (as applicable) of the Goods and/or Services, in which event Away Resorts shall pay to Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation shall not include loss of anticipated profits or any other form of consequential or indirect loss provided that Supplier provides to Away Resorts all relevant details related to such compensation within 7 days of receipt of the notice of cancellation.

11.2 If either Party goes into liquidation or makes an arrangement with its creditors or has a Receiver appointed or commences to be wound up (other than for the purposes of voluntary amalgamation or reconstruction) then the other Party may without prejudice to its other rights to remedies, terminate any outstanding Purchase Orders forthwith by notice to the other Party without any liability under clause 11.1.

12. COMMISSIONING

12.1 Where Away Resorts requires commissioning and/or testing of the Goods and/or Services provided on Site by Supplier then the same shall be undertaken by the Supplier in accordance with all appropriate standards and Codes of Practice current at the time of commissioning.

12.2 Supplier shall indemnify Away Resorts against all actions, claims, procedures, costs and damages and all legal costs and other expenses arising in any way from the presence on the Site of the Supplier's commissioning and/or testing personnel or equipment on the site caused by:-

(i) a breach by Supplier's commissioning and/or testing personnel of any rules or regulations relating to Site safety or a breach of any legislation that may be in force; or
(ii) any act, omission or default of Supplier's commissioning and/or testing personnel.

13. WARRANTY

13.1 Supplier hereby warrants and represents that it has all necessary authority, power and capacity to enter into the Contract and that all necessary actions have been taken to enter into it properly and lawfully.

13.2 Supplier hereby warrants that it is the absolute owner of the Goods and that the Goods are not subject to any assignment, mortgage, charge (whether fixed or floating), encumbrance, lien or any factoring, invoice discounting, hire purchase, leasing, hire, conditional sale or credit sale agreement.

13.3 Supplier shall use its best endeavours to assign to Away Resorts the full benefit of any manufacturer's warranty, or any other guarantee which may apply to any Goods and/or Services supplied.

13.4 Supplier warrants that:-

13.4.1 the Goods and/or Services will be of satisfactory quality and fit for any purpose held out by Supplier and for any purpose made known to Supplier by Away Resorts; and
13.4.2 Supplier will ensure that all parts and tools associated with any specifications, drawings, samples or descriptions provided by Supplier and those provided or required by Away Resorts; and
13.4.3 the Goods and/or Services will comply with any and all statutory requirements and regulations and all codes of conduct relating to the Goods and/or Services, including all relevant British and European Standards (or equivalent agreed in writing by Away Resorts); and
13.4.4 the Goods and/or Services will be free from defects in workmanship, design or materials at the time of delivery and for a period of 12 months from the time that Away Resorts has achieved practical completion of the Contract and has fully tested and/or commissioned the system into which the part has been incorporated; and
13.4.5 will comply with all statutory requirements and regulations relating to the sale of the Goods and Services (including but not limited to the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Sales and Supply of Goods Act 1994 or such legislation as may exist from time to time).

13.5 Supplier warrants that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Away Resorts to expect in all the circumstances and will comply in every respect with any specifications provided by Supplier and any specifications provided or required by Away Resorts and any statutory or regulatory requirements.

13.6 Supplier will ensure that all parts and tools associated with the Goods and/or Services supplied to Away Resorts will be available from Supplier for a period of at least five (5) years after purchase to enable the successful provision of maintenance of those Goods and/or Services by Away Resorts.

13.7 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

13.7.1 to require Supplier to repair the Goods or to supply replacement Goods and/or Services in accordance with this Contract within 7 days of notification to Supplier; or

13.7.2 at Away Resorts sole option, and whether or not Away Resorts has previously required Supplier to repair the Goods and/or to supply any replacement Goods or Services, to treat this Contract as discharged by Supplier's breach and require reimbursement of any part of the price which has been paid and Away Resorts shall not be deemed to have accepted any Goods until Away Resorts has had a reasonable time to inspect them following delivery.

14. PACKAGING

14.1 The Supplier warrants that he will use all reasonable care in the packaging of the Goods so as to ensure that their quality and/or fitness for purpose is not in any way affected by inadequate packaging. Packaging should not be excessive but should be sufficient to enable the Goods to be stored for a reasonable period of time before being used or installed by Away Resorts. The Supplier shall not however be liable to Away Resorts for any loss or damage to the Goods which is caused by the inadequate storage of the Goods by Away Resorts while they are on Site.

14.2 Away Resorts shall not be responsible for or liable to Supplier in any way for packaging or storage of Goods or materials (including but not limited to pallets, crates and trolleys) being held at Site by Supplier for use in Services being provided by Supplier.

15. INSURANCES

15.1 Unless otherwise agreed in writing by the Parties, without prejudice to Supplier's obligations under clause 5, Supplier shall carry and maintain in force the following insurances, to be evidenced by Certificates of Insurance made available to Away Resorts within 7 days of request:-

15.2 Employee's Liability Insurance or similar insurance(s) in accordance with laws that may be applicable to its employees, agents or sub-contractors engaged directly or indirectly in the performance of the Contract;

15.3 Comprehensive General Liability (including Professional Indemnity, Product Liability and Public Liability) Insurance in the amount of at least £5,000,000 for any one occurrence, unless otherwise agreed. Supplier represents and warrants that this insurance covers loss and damage relating to Away Resorts and that Away Resorts interest has been embroiled on such Insurance Policies; and

15.4 Motor Vehicle Liability Insurance, complying with the Road Traffic Acts and all other Laws relating to motor vehicles in respect of all vehicles (whether or not owned or hired) to be used in connection with the performance of the Contract. Such insurances to cover claims arising during the Term of this Contract and to be a period of 6 years following termination or expiry of this Contract.

16. LIABILITIES AND INDEMNITIES

16.1 Without prejudice to any other right which Away Resorts might have, Supplier shall indemnify Away Resorts and keep Away Resorts indemnified in full from and against all direct loss, damages, injury, claims, costs and expenses (including liability management and legal expenses) awarded against or incurred or paid by Away Resorts as a result of or in connection with:

16.1.1 breach of any warranty given by Supplier in relation to the Goods and/or Services;
16.1.2 breach by Supplier of any term of this Contract;
16.1.3 any infringement or alleged infringement of any patent, trade mark, service mark, copyright, moral right, design right, registered design, know-how or any other intellectual property right of whatever nature subsisting in any part of the work ("Intellectual Property Rights") or other rights whatsoever of any other person arising in connection with the Goods and/or Services to be supplied under this Contract (whether by manufacture, representation, purchase, use, resale or otherwise);
16.1.4 any liability under the Consumer Protection Act 1987 and all other laws which relates in any way to the Goods and/or Services;

16.1.5 any act or omission of Supplier or its employees, agents or sub-contractors in connection with the provision of the Goods and/or Services;
16.1.6 the supply of the Goods and/or Services by Away Resorts to a third party.

16.2 Without prejudice to the generality of clause 16.1, Away Resorts shall in no circumstances be liable for and Supplier shall indemnify and keep Away Resorts indemnified in full from and against any claims for loss of damage to property owned, hired or used by Supplier, or any of its sub-contractors, agents or employees, including, without limitation, any plant, vehicles, equipment, tools, temporary buildings and like items.

16.3 Away Resorts liability shall not exceed the value of the Goods and/or Services in the Purchase Order and in aggregate the annual contract value.

17. CONFIDENTIALITY

17.1 Both Parties shall procure that its employees, agents and sub-contractors shall sign such confidentiality agreements as Away Resorts deems necessary.

17.2 Supplier shall not mention Away Resorts name in connection with this Contract or disclose the existence of this Contract in any publicity material or other similar communications to third parties without Away Resorts prior written consent.

17.3 Whether or not Away Resorts shall require that any confidentiality agreement be executed under clause 17.1 above, Supplier shall not (and shall use its best endeavours to procure that its employees, agents and sub-contractors shall not) during this Contract or at any time thereafter divulge or communicate to any person other than to officers or employees of Supplier on a need to know basis or use otherwise than on the written instructions of Away Resorts any confidential information including (without limitation) any information concerning Away Resorts trade secrets, processes, copyright materials, or products or services (existing or planned), the business, accounts, finance or contractual arrangements of Away Resorts or any details about any of its customers past or present or its or their other dealings, transactions or affairs which come to its knowledge during this Contract.

17.4 The provisions of clause 17.3 shall not apply to any information which is in, or comes into, the public domain otherwise than by breach of any of the provisions of this Contract, or which Supplier is required to disclose by order of a court of competent jurisdiction.

17.5 If Supplier becomes aware of any breach of confidence by any of its employees, agents, contractors or sub-contractors it shall promptly notify Away Resorts and give Away Resorts all reasonable assistance in connection with any proceedings which Away Resorts may institute against any such persons.

18. TERMINATION

18.1 Should Supplier:-

18.1.1 fail to perform the Contract to the terms of the Service Level Agreement in Schedule 3; or
18.1.2 fail to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fail to remedy such failure within 14 days of notice in writing from Away Resorts specifying the failure and requiring its remedy; or

18.3 become bankrupt, or make an arrangement or composition with its creditors, or have a petition presented or a resolution passed for its winding up, or have an administrator, manager, receiver or administrative receiver appointed in respect of it, or is unable to pay its debts;

then Away Resorts shall be entitled to terminate the Contract forthwith by giving notice in writing to Supplier.

18.2 Away Resorts may terminate this Contract for convenience by providing no less than 3 months written prior notice to the Supplier.

18.3 Away Resorts may terminate this Contract upon or at any time following a change of control of Supplier upon giving to Supplier 30 days notice in writing. For the purpose of this clause "change of control" means a change of ownership (direct or indirect) of more than 50% of the shares or operating assets of Supplier.

18.4 Termination of this Contract by Away Resorts shall be without prejudice to any rights Away Resorts may have arising from this Contract or any prior breach hereof, and to any provision of this Contract which expressly or impliedly has effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in this Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

18.5 For the avoidance of doubt, if this Contract is terminated, without prejudice to any other provision, Supplier shall not be entitled to payment for any costs incurred or Goods and/or Services bought by Supplier in anticipation of future Purchase Orders subsequently not issued by Away Resorts and for the avoidance of doubt Away Resorts shall not be held liable to Supplier for any damages arising or loss of anticipated profits of Supplier as a result of such termination.

19. ASSIGNMENT

Supplier shall not assign all or any part of the benefit of, or its rights or benefits under this Contract without Away Resorts prior written approval.

20. LICENCES AND PERMITS

20.1 Supplier shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction ("Laws") and shall, unless otherwise agreed in writing by Away Resorts and stipulated in the Purchase Order, obtain and pay for all licences and permits necessary for the provision of Goods and/or Services in accordance with such Laws.

21. HEALTH, SAFETY AND ENVIRONMENT

21.1 Supplier shall comply with all Health and Safety and Environment legislation, regulations and codes of practice including but not limited to the Health and Safety at Work Act 1974 and the Environmental Protection Act 1990 and any and all regulations thereunder and any re-enactment thereof, in the supply of the Goods and/or Services.

21.2 Where Supplier intends to supply or to use any product which may or does contain a substance which is hazardous to health within the meaning of Regulation 2 (1) (c) of Substances Hazardous to Health Regulations 1987 ("the Regulations") or any amendments thereto, Supplier shall supply full details both of such product and such substances:-

(a) in the case of each supply both to the address from which the Purchase Order originated and to the address to which the Goods are to be delivered.

(b) in the case of use, both to the address where the Services are to be performed as set out in the Purchase Order and to the Delivery Address.

21.3 Such details shall be in writing and shall be supplied in sufficient time to allow Away Resorts to establish any necessary or appropriate procedures for the safe and lawful use of the Goods and so as not to halt or delay any part of the work to be performed by Away Resorts in respect of the Goods. In supplying such details, Supplier shall include in relation to both the product and the substance, without limitation, details of the method statements, risk assessment and COSHH reports and/or assessment monitoring which has been carried out and any material concerned with information or training.

21.4 Supplier shall supply promptly, but no later than 7 days after receipt of a written request, any other supporting documentation or information requested by Away Resorts and which relates to the Goods.
21.5 Considering whether the Goods contain a substance which falls within the above Regulations, Supplier shall include any substance which may be comprised in the Goods and which may be released either by cutting, grinding, spreading or burning the Goods or by mixing or using the Goods with other products or by any other means.

21.6 In respect of the Goods and/or Service Supplier will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of Away Resorts, its customs, relevant British Standards and statutory and regulatory bodies. All Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.

21.7 Supplier will maintain detailed quality control and manufacturing records for the period of at least 6 years from the date of supply of Goods or performance of the Services.

21.8 It is the responsibility of Supplier to acquaint itself with the purposes for which the Goods supplied are to be used.

21.9 Supplier shall comply with all reasonable requests from Away Resorts in relation to Health & Safety and a particular will comply with the Code of Practice as issued by Away Resorts and duly incorporated into this Contract. It shall be the Supplier's responsibility to avail itself of its responsibilities as detailed in those documents.

22. ETHICAL SOURCING

22.1 Supplier shall take all practical steps to ensure its business and its supply chains are free of slavery and human trafficking as described and defined in the Modern Slavery Act 2015 and that it shall comply with sourcing products ethically.

23. ANTI-BRIBERY & CORRUPTION

23.1 Supplier will not offer cash or cash equivalent cards or vouchers to any Away Resorts team member by way of any incentive or hospitality, prize or reward as to do so would be in breach of Away Resorts anti-bribery and anti-corruption policy, a copy of which shall be made available to Supplier upon request.

24. LAW AND JURISDICTION

This Contract is to be governed and construed in accordance with English law. Any matter, claim, dispute arising out of or in connection with the agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law. Each Party irrevocably submits and agrees to submit to the exclusive jurisdiction of the courts of England.

25. GENERAL

25.1 Each right or remedy of Away Resorts under the Contract is without prejudice to any other right or remedy of Away Resorts whether under the Contract or not.

25.2 Any provision of the Contract which is held by a competent authority to be invalid, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.

25.3 Failure of Away Resorts to enforce or partially enforce any provision of the Contract will not be construed as a waiver of its rights under the Contract.

25.4 Where the order relates to Provision of Services or Goods relating to Construction Works, the Conditions of JCT Agreement for Minor Works (2016 edition with latest Away Resorts amendments and Schedules) shall apply in addition to the conditions of this order. In the case of conflict of Conditions the JCT Agreement shall prevail.

25.5 Nothing in this agreement and no action taken by the Parties under this agreement shall constitute a partnership, joint venture or agency relationship between any of the Parties.

25.6 The Parties to this agreement do not intend that any term of this agreement should be unenforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this agreement.

25.7 This Contract constitutes the whole and only agreement between the Parties relating to the subject matter of this Contract. Each party acknowledges that in entering into this Contract it is not relying upon any pre contractual statement which is not set out in this Contract. Except in the case of fraud, no Party shall have any right of action against any other Party to this Contract arising out of or in connection with any pre contractual statement except to the extent that it is repeated in this Contract. For the purposes of this clause, "pre contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature or kind, oral or not in writing, relating to the subject matter of this Contract made or given by any person at any time prior to this agreement becoming legally binding.
25.8 This Contract may only be varied in writing signed by each of the Parties.