

GENERAL CONDITIONS OF CONTRACT SERVICES

1. DEFINITIONS

The terms and expressions used in these Terms and Conditions shall have the meanings set out below:

'Acceptance' means that the WEA's Authorised Officer has accepted the Services as meeting requirements of the Contract.

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WEA

WEA - Terms and Conditions for Services

such variation instructions in writing they shall be deemed not to have been given. Our view shall be final in deciding whether or not to proceed with a variation.

7. INTELLECTUAL PROPERTY

7.1.

and this is other than as a result of a default by Us, You shall at Your own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by Us.

10.3. You shall at Your expense provide Us with any updates regarding the provision of the Services and the proposed Commencement Date that We may reasonably require.

10.4. You shall notify Us, in writing, without delay if Your progress falls behind or may fall behind the Commencement Date.

10.5. Time for the commencement of the Services (as set out in the Purchase Order) shall be of the essence.

10.6. We retain You for the term of the Services on a non-exclusive basis.

12.5. We will be entitled without notice, to set off any liability owed by Us to You against any liability You owe Us, and may for such purpose convert or exchange any sums owing to You into any currency or currencies in which Obligations are payable under the Contract. Our rights under this clause 12 will be without prejudice to any other rights or remedies available to Us under the Contract or otherwise.

13. E PROCUREMENT

13.1. If requested by Us, You shall participate in the procurement system of Our choice. This shall be at no additional costs to Us providing that any ongoing costs do not exceed the costs of purchasing cards.

13.2. If requested by Us, You shall accept the use of corporate purchasing cards at no to

- 15.4.1. the removal from Our premises of any materials which in Our opinion are either hazardous, noxious or not in accordance with the Contract; and
- 15.4.2. the substitution of proper and suitable materials; or
- 15.4.3. the removal and proper reexecution, notwithstanding any previous test or interim payment, any work or goods which, in respect or material or workmanship, are not in Our opinion in accordance with the Contract.

15.5. On completion of the Contract You shall remove Your plant, equipment and unused materials and shall clear away from Our premises all waste materials arising out of the Contract and leave Our premises in a neat and tidy condition.

16. LICENCE TO OCCUPY PREMISES

- 16.1. Any land or Premises made available from time to time to You by Us in connection with the Contract shall be made available to You on a ~~exclusive~~ licence basis free of charge and shall be used by You solely for the purpose of performing the Contract. You shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 16.2. You shall limit access to the land or Premise to such personnel as necessary to enable the performance of the Contract and You shall ~~operate~~ (and ensure Your personnel co-operate) with such other persons working concurrently on such land or Premises as We may reasonably request.
- 16.3. You agree that there is no intention on Our part to create a tenancy of any nature whatsoever in favour of You or its personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, We retain the right at any time to use any Premises owned or occupied by Us in any manner We see fit.

17. ARTICLES ON LOAN AND USE OF INFORMATION

- 17.1. All tools, materials, drawings, specifications and other equipment and data (the Articles) loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us ~~upon~~ demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the Contract. You agree that no copy of any of the Articles will be made without the consent in writing of Our Authorised Officer. Until You return all the Articles to Us they shall be at Your risk and insured by You at Your expense against the risk of loss, damage or theft. Any loss of or damage to such Articles shall be made good by You at Your expense. All scrap arising from the supply of such Articles must be disposed of at Our discretion and all proceeds of sales of such scrap must promptly be paid to Us.

18. WARRANTY

- 18.1. You warrant to Us that ~~that~~ the Services will be provided:
 - 18.1.1. in a proper, skilful and professional manner;

whose admission or continued presence would be, in Our reasonable opinion undesirable.

- 19.2. When directed by Us, You shall provide a list of the names and addresses ~~persons~~ ^{persons} (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of Us, specifying the capacities in which they are concerned with the Contract and giving such other particulars as We may reasonably require.
- 19.3. Your employees and those (if any) of Your ~~sub~~contractors or agents engaged within the boundaries of any of our premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) ~~as be~~ ^{as} in force from time to time for the conduct of personnel when at that establishment, and when outside that establishment.
- 19.4. Our decision as to whether any person is to be refused access to any premises occupied by or on behalf of Us shall be final and ~~and~~ ^{con}clusive.
- 19.5. You shall replace any of Your employees who we have reasonably decided have failed to carry out their duties with reasonable skill and care. Following the removal of any of Your employees for any reason, You shall ensure such person is replaced promptly with

24.1.1. You undergo a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988

24.1.2. Where You are an individual or a firm, you or any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of 3023 5s

