

STANDARD TERMS AND CONDITIONS

FOR PROVISION OF GOODS AND/OR SERVICES

The Swaythling Housing Society t/a Abri
Collins House
Bishopstoke Road
Eastleigh
Hampshire
SO50 6AD

Tel: 0300 123 1567
Website: www.Abri.co.uk

Abri is a trading name of The Swaythling Housing Society Limited, a Registered Society under the Co-operative and Community Benefit Societies Act 2014 (registration number 10237R) and a registered provider with the Regulator of Social Housing (registration number L0689).
Registered office: Collins House, Bishopstoke Road, Eastleigh, Hampshire SO50 6AD.
Authorised and regulated by the Financial Conduct Authority. Part of the Abri group of companies.
The Swaythling Housing Society Limited provides management services for subsidiaries in the Abri group. Further corporate information is available at www.Abri.co.uk

1 Interpretation

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

Abri	The Swaythling Housing Society Limited (registered society no. 10237R) registered office Collins House, Bishopstoke Road, Eastleigh, Hampshire SO50 6AD trading as Abri and acting both on its own behalf and as managing agent of Drum Housing Association Limited (registered society no. 28156R), Portal Housing Association Limited (registered society no. 28635R), Windsor & District Housing Association Limited (registered society no. 27877R) and Yarlington Housing Group (registered society no. 7499 and charitable registered provider no. LH4200). Abri was formerly known as Abri.
Abri Materials	As set out in clause 5.3.9.
Business Day	A day other than a Saturday, Sunday or public holiday in England.
Commencement Date	As set out in clause 2.2.
Conditions	These terms and conditions, as amended from time to time in accordance with clause 23.
Data Protection Legislation	The GDPR, the Data Protection Act 1998, the Data Protection Act 2018, or any successor legislation, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations in force from time to time relating to use and/or processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Deliverables	All documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Employee	This includes permanent, contracted and temporary staff and volunteers unless detailed otherwise.
GDPR	The General Data Protection Regulations (EU) 2016/679.
Goods	Goods (or any part of them) set out in the Order.
Including	Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

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Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Mandatory policies	Relevant Abri policies. These are available on request.
Order	Purchase Order or equivalent request raised by Abri for the provision of Goods and/or Services by a supplier.
Party	Includes its personal representatives, successors or permitted assigns;
Person	includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
Regulated Activity	As defined in the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation).
Services	The services, including without limitation any Deliverables, to be provided by the Supplier under the Order.
Statute or statutory provision	Includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted
Supplier	The person or firm from whom Abri purchases the Goods and/or Services.
Writing or written	A reference to 'writing' or 'written' shall include e-mails and faxes unless specified otherwise

2 Basis of Order

2.1 The Order constitutes an offer by Abri to purchase Goods and/or Services from the Supplier.

2.2 The Order's commencement date shall be deemed to be the earlier of:

- the Supplier accepting the Order; or
- any act by the Supplier consistent with fulfilling the Order.

2.3 These Conditions apply to the Order to the exclusion of any others that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services, or a combination of these, except where the application to one or the other is specified.

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3 Supply of Goods

3.1 Where relevant, the Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Goods Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and any subsequent relevant legislation) and fit for any purpose held out by the Supplier or made known to the Supplier by Abri, expressly or by implication, and in this respect Abri relies on the Supplier's skill and judgment;

3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for a minimum of twelve [12] months after delivery; unless a longer warranty period is offered by the supplier or manufacturer; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Order in respect of the Goods.

3.3 Abri shall have the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing Abri considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Abri shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations, and Abri shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Delivery of Goods

4.1 Where relevant, the Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods including any code numbers, any special storage instructions and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.3 if the Supplier requires Abri to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note.

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Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the date specified in the Order or, if no such date is specified, then the date should be confirmed in writing by the supplier to the contact on the purchase order within 48 hours of receipt of the Order. Time of delivery shall be of the essence;

4.2.2 to such location as is set out in the Order or as instructed by Abri before delivery ("Delivery Location");

4.2.3 during Abri's normal hours of business on a Business Day, or as instructed by Abri.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier:

- delivers less than the quantity of Goods ordered, Abri may reject the Goods; or
- delivers more than the quantity of Goods ordered, Abri may at its sole discretion reject the Goods or the excess Goods,

Any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Abri accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Abri's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Abri to the remedies set out in clause 6.1.

4.6 Title and risk in the Goods shall pass to Abri on acceptance of delivery or part-delivery.

4.7 The supplier is responsible for an import licences and other consents in relation to the Goods.

5 Supply of Services

5.1 Where relevant, the Supplier shall from the date set out in the Order provide the Services to Abri in accordance with the terms of the Order. and comply with all applicable laws, regulations, guidelines and Mandatory Policies.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Abri.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Abri in all matters relating to the Services, and comply with all instructions of Abri;

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5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Order;

5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Abri;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use goods, materials, standards and techniques which meet Abri's needs set out in the Order, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Abri, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Abri's premises;

5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Abri to the Supplier (the "Abri Materials") in safe custody at its own risk, maintain the Abri Materials in good condition until returned to Abri, and not dispose or use the Abri Materials other than in accordance with Abri's written instructions or authorisation; and

5.3.10 not do or omit to do anything which may cause Abri to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Abri may rely or act on the Services.

6 Abri remedies

6.1 If there is or is likely to be a delay in the Supplier delivering the Goods and/or performing the Services by the date set out in the Order the Supplier shall immediately provide Abri with written notice stating the reasons for such delay and providing details of alternative delivery/performance dates. On receipt of such notice Abri may in its sole discretion grant a reasonable extension of the delivery/performance date.

6.2 Notwithstanding clause 6.1, if the Supplier fails to deliver any Goods by the applicable date, Abri shall, without limiting its other rights or remedies, have one or more of the following rights:

6.2.1 to terminate the Order with immediate effect by giving written notice to the Supplier;

6.2.2 to reject the Goods (in whole or in part) whether or not title has passed

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6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

6.2.4 to return the rejected Goods to the Supplier at the Supplier's own risk and expense;

6.2.5 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.2.6 to recover from the Supplier any costs incurred by Abri in obtaining substitute goods and/or services from a third party;

6.2.7 where Abri has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

6.2.8 to claim damages for any additional costs, loss or expenses incurred by Abri which are in any way attributable to the Supplier's failure to meet such dates.

6.3 Notwithstanding clause 6.1, if the Supplier fails to perform the Services by the applicable date, Abri shall, without limiting its other rights or remedies, have one or more of the following rights:

6.3.1 to terminate the Order with immediate effect by giving written notice to the Supplier;

6.3.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

6.3.3 to recover from the Supplier any expenditure or additional internal costs incurred by Abri in obtaining substitute Services from a third party;

6.3.4 where Abri has paid in advance for Services that have not been provided by the Supplier to have such sums refunded by the Supplier; and

6.3.5 to claim damages for any additional loss, expenditure or internal costs, incurred by Abri which are in any way attributable to the Supplier's failure to meet such dates.

6.4 These Conditions shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier.

6.5 Abri's rights under this Order are in addition to its rights and remedies implied by statute and common law.

7 Abri's obligations

Abri shall:

7.1 provide the Supplier with reasonable access at reasonable times to Abri's premises for the purpose of providing the Services; and

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7.2 provide such information as the Supplier may reasonably request for the provision of the Services and Abri considers reasonably necessary for the purpose of providing the Services.

8 Price, Charges and payment

8.1 The price for the Goods:

8.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Abri. No extra charges shall be effective unless agreed in writing and signed by Abri.

8.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Abri, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice Abri on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Abri on completion of the Services. Each invoice shall show basic price, delivery and any other charges, which shall only be as stated and agreed in the Order. It shall also include the purchase order number or order numbers, date of delivery and collection, the delivery address and invoice address in accordance with the terms of the order.

8.4 Subject to clause 8.5, in consideration of the supply of Goods and/or Services by the Supplier, Abri shall pay the invoiced amounts within thirty [30] days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 If Abri disputes an invoice or other statement of monies due, Abri shall notify the Supplier in writing immediately. In which case the payment period in clause 8.4 shall be extended until such time as the dispute is resolved.

8.6 All amounts payable by Abri under the Order are exclusive of amounts in respect of valued added tax ("VAT") chargeable from time to time. Where any taxable supply for VAT purposes is made under the Order by the Supplier to Abri, Abri shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.7 If a party fails to make any payment due to the other party under the Order by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

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This clause shall not apply to payments that the defaulting party disputes in good faith.

8.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Abri to inspect such records at all reasonable times on request.

8.9 Abri may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Abri against any liability of Abri to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Order.

8.10 The Supplier shall provide a performance bond or parent company guarantee if requested to do so by Abri.

9 Intellectual property rights

9.1 In respect of the Goods and any goods that are transferred to Abri as part of the Services under this Order, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Abri, it will have full and unrestricted rights to sell and transfer all such items to Abri.

9.2 The Supplier assigns to Abri, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

9.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

9.4 The Supplier shall, promptly at Abri's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Abri may from time to time require for the purpose of securing for Abri the full benefit of the Order, including all right, title and interest in and to the Intellectual Property Rights assigned to Abri in accordance with clause 9.2.

9.5 All Abri Materials are the exclusive property of Abri.

10 Indemnity

10.1 The Supplier shall keep Abri indemnified against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered and/or incurred by Abri as a result of or in connection with:

10.1.1 any claim made against Abri for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of

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the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

10.1.2 any claim made against Abri by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

10.1.3 any claim made against Abri by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Order by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Order.

11 Insurance

11.1 During the term of the contract and for a period of two [2] years after the commencement date, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, employer's liability insurance and public liability insurance as relevant to cover the liabilities that may arise under or in connection with the Order, and shall, on Abri's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12 Confidentiality

12.1 A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's (or any member of the group of companies to which the disclosing party belongs) business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Order, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Order. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

12.2 This clause 12 shall survive completion of the Order.

13 Data protection

13.1 Both parties shall observe all their obligations under the GDPR and other data protection legislation where applicable, arising in connection with the Order.

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13.2 Where the supplier is handling personal data as Processor on behalf of Abri as Controller, the Supplier shall:

13.2.1 be registered with the ICO

13.2.2 understand and accept its responsibilities as Processor in protecting the privacy of individuals under the Data Protection Legislation.

13.2.3 follow instructions from Abri concerning the use of personal data and the period for which it can be stored

13.2.4 store such data securely, whether in paper or electronic form.

13.2.5 undertake to notify Abri's Data Protection Officer of any data breach within thirty six [36] hours.

13.3 Where there is an identified business need to pass personal data supplied by Abri to a third party, this transfer must be agreed in writing between Abri and the Supplier beforehand. The Supplier will then act as Controller of that personal data, and that the third party will act as Processor.

14 Safeguarding

14.1 Regulated Activity

14.1.1 Where the Order requires any of the Supplier's employees to work in a Regulated Activity with children and/or vulnerable adults, the Supplier will make checks in respect of such employees with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, as amended) or other relevant legislation and the appropriate check of the Children's Barred List to the protection of children.

14.1.2 The Supplier will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any subsequent relevant legislation) in respect of such employees that work in a regulated activity.

14.1.3 The Supplier will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify Abri immediately of any decision to employ such person in any role in connection with the Order or any other agreement or arrangement with Abri.

14.1.4 The Supplier undertakes to ensure that it shall adhere to and comply with any guidelines and/or codes of practice issued by Abri when selecting and/or supervising access to children and vulnerable adults.

14.2 Other activity

14.2.1 Where the Order does not require any of the Supplier's to work in a Regulated Activity but where there may nonetheless be contact with

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children and/or vulnerable adults the Supplier will in respect of such employees and volunteers:

- Carry out appropriate employment checks; and
- Carry out such other checks as may be required by the DBS at the time of any potential contact.

14.3 If a Supplier's employee has a concern in respect to Safeguarding, they should report this to Abri Specialist Housing Team or other relevant authority.

15 Anti-bribery

15.1 The Supplier shall:

15.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

15.1.3 comply with Abri's Probity or equivalent policy as updated from time to time;

15.1.4 promptly report to Abri any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

15.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 15. The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Abri for any breach by such persons of any of the Relevant Terms.

16 Modern Slavery Act 2015

16.1 In performing its obligations under the Order, the Supplier shall comply (and ensure its sub-contractors comply) with all applicable anti-slavery and anti-human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

16.2 The Supplier represents and warrants that at the date of this Order neither the Supplier nor any of its sub-contractors or its or their respective officers, employees or other persons associated with it or them:

16.2.1 has engaged in or been convicted of any offence involving slavery and human trafficking; and

16.2.2 having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings

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by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

16.3 The Supplier shall implement due diligence procedures to ensure that there is no slavery or human trafficking in its supply chains.

17 Force majeure

17.1 Neither party shall be in breach of the Order nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from events, circumstances or causes beyond its reasonable control.

17.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

17.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than thirty [30] Business Days, Abri may terminate the Order immediately by giving written notice to the Supplier.

18 Assignment, Subcontracting and other dealings

18.1 Abri may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Order.

18.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Order without the prior written consent of Abri.

19 Notices

19.1 Any notice or other communication given to a party under or in connection with the Order shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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20 Waiver

20.1 A waiver of any right or remedy under the Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21 No partnership or agency

21.1 Nothing in the Order is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

22 Third parties

22.1 A person or entity who is not a party to the Order shall not have any rights to enforce its terms.

23 Variation

23.1 Except as set out in these Conditions, no variation of the Order, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Abri.

24 Governing law

24.1 The Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

25 Jurisdiction

25.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

--- ENDS ---

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Version	Date	Author	Changes
1.0	28/01/2019	LE	First release (as Radian)
1.1	15/05/2019	LE	Front page mods to bring in line with current requirements.
2.0	12/10/2020	LE	Edited to reflect Abri rebranding. Policy documentation available on request.

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