

1 **Interpretation**

1.1 In these conditions unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out below:

**'Applicable Law'** means all applicable laws, statutes, regulations from time to time in force.

**'Business Day'** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**'Client'** means the person who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

**'Client's Equipment'** means any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

**'Company'** means Cavendish Laboratories Limited registered in England under number 3128776 whose registered office is at The Old Grange, The Warren Estate, Lordship Road, Writtle, Chelmsford, Essex, CM1 3WT.

**'Conditions'** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.

**'Contract'** means the contract between the Client and the Company for the provision of the Services which incorporate these Conditions and any additional terms and conditions agreed between the parties in Writing.

**'Force Majeure Event'** means any cause beyond the Company's reasonable control; an act of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts or interruption or failure of utility service.

**'Output Materials'** means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

**'Services'** means the provision of asbestos consultancy, testing, survey, training, inspection or other services for which the company undertakes to perform for the Client under the Contract as specified in the Contract.

**'Writing'** includes electronic mail but excludes facsimile transmission.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Words importing the singular meaning include the plural meaning and vice versa and words of the masculine gender include every gender.

1.5 A reference to 'party' means the Client or the Company.

1.6 A reference to a 'person' includes any individual, firm, partnership, company and any other legal entity.

## 2 **Basis of the sale**

- 2.1 The Company shall provide the Services and Client shall pay for the same in accordance with any written quotation or tender of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these Conditions.
- 2.2 These Conditions shall apply to and be incorporated in the Contract; and prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's order, confirmation of order or quotation, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.3 No addition, variation or attempted exclusion of any term of these Conditions shall be binding unless agreed in Writing between the authorised representative of the Client and the authorised representative of the Company.
- 2.4 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## 3 **Orders and specifications**

- 3.1 No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.
- 3.2 The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The Company reserves the right to make any changes in the specification of the Services which are required to conform to any safety or other Applicable Law.
- 3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.

## 4 **Assignments and Sub-Contracting**

The Company will perform the Services using its own staff. However, the Company reserves its right to sub-contract the whole or part of the Services and will notify the Client accordingly.

## 5 **Price of Services**

- 5.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.
- 5.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Services, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.

5.3 Value Added Tax ('VAT') will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided that the Company has been notified of the Client's VAT registration number.

5.4 If the Client is not registered or the Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.

## 6 **Terms of payment**

6.1 Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the price of the Services on or at any time after commencement of the Services at the intervals specified in the Contract, or if no intervals are specified, the Company shall invoice the Client at the end of each month for Services performed during that month.

6.2 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

6.3.1 cancel the Contract or suspend any further supply of the Services to the Client. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services;

6.3.2 charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above the Bank of England's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

6.3.3 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge the Client for any bank charges incurred on representing cheques or requesting special clearance thereof.

6.4 For the avoidance of doubt payment shall mean the receipt of cleared funds in the bank account of the Company.

## 7 **Client's Obligations**

7.1 The Client shall:

7.1.1 co-operate with the Company in all matters relating to the Services;

7.1.2 provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Company;

7.1.3 inform the Company of all health and safety and security requirements that apply at the premises where the Services are to be performed; and

7.1.4 obtain and maintain all necessary licences and consents and comply with Applicable Laws as required to enable the Company to provide the Services, including in relation to the use of any of the Client's Equipment, in all cases before the date on which the Services are to start.

7.1.5

## 8 **Change control**

8.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

8.1.1 the Services;

8.1.2 the Company's existing price for the Services;

8.1.3 the timetable for the Services; and

8.1.4 any of the terms of the Contract.

8.2 If the Company wishes to make a change to the Services it shall provide a draft Change Order to the Client.

8.3 If the Client wishes to make a change to the Services:

8.3.1 it shall notify the Company and provide as much detail as the Company reasonably requires of the proposed changes, including the timing of the proposed changes; and

8.3.2 the Company shall, as soon as reasonably practicable after receiving the information at clause 8.3.1, provide a draft Change Order to the Client.

8.4 If the parties:

8.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend the Contract;  
or

8.4.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 16, or agree that no changes shall be made to the scope or execution of the Services.

## 9 **Force Majeure**

9.1 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

9.2 If the Force Majeure Event prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than one month, the Company may terminate the Contract by giving 2 weeks' written notice to the Client.

9.3 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client and the Company shall have no liability for any loss or expense caused by any delay.

## 10 Accuracy

- 10.1 Any results provided by the Company comprising advice data and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply to the Company all necessary information, data, drawings and items in connection with the Services to the timescale required by the Company and shall ensure they are accurate and complete.
- 10.2 The Client shall arrange, at the Client's expense and risk, for the conveyance of all test items to and from the Company's laboratories unless the conveyance of samples and other items forms an integral part of the Services.
- 10.3 All data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.
- 10.4 Any report produced by the Company for the benefit of the Client relates solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

## 11 Intellectual Property and Confidentiality

- 11.1 The property and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong solely to the Company and the Company shall retain full ownership of the Output Material, provided that the Company shall grant to the Client an exclusive licence to use the Output Material for the purposes of utilising the Services, subject to payment in full of all sums payable under the Contract.
- 11.2 Any information provided by the Client, which is designated as confidential by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is designated as confidential by the Company, shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose due to any Applicable Law or statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 11.3 The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material used by any third party and the Client shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.
- 11.4 The Company is not aware (to the best of its knowledge) that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third party, provided that it does not give any particular warranty in this respect.
- 11.5 The company shall maintain confidentiality of all information obtained or created during the performance of laboratory activities. The company shall inform the client in advance if any information is to be placed in the public domain due to forced legal disclosure etc. Unless made public by the client, all information shall be considered proprietary and shall be regarded as confidential.

## 12 Warranty and Limitation of Liability

- 12.1 The Company warrants to the Client that it is accredited by UKAS and the Company will use reasonable skill and care to ensure that the Services (with the exception of advice and consultancy) will be provided in accordance with the accredited procedures of UKAS.
- 12.2 With regard to any asbestos advice or consultancy provided by the Company, the Company will exercise reasonable skill and care to be expected of a qualified and experienced member of its profession undertaking services on projects similar in scope and character to the Services.
- 12.3 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 12.4 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties to any third parties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 12.5 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 12.6 The Company shall not be liable to the Client, whether in contract, tort (including negligence), or restitution, for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business or any indirect or consequential loss or damage (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services or their use by the Client.
- 12.7 No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Client. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all goods or samples within 6 months of the completion of the Contract.
- 12.8 Nothing in this Contract shall limit or exclude the Company's liability for fraud or death or personal injury resulting from the negligence of the Company or that of its employees or agents.
- 12.9 The entire liability of the Company under or in connection with the Contract shall not exceed a multiple of 5 (five) times the Company's price for the provision of the Services set out in the Contract, provided that in no circumstances shall this exceed £500,000 in the aggregate.
- 12.10 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other losses incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client.
- 12.11 The Client is under a duty to mitigate any losses howsoever caused.
- 12.12 The Client acknowledges and agrees that the limitations of liability contained in this clause are fair and reasonable and reflected in the level of charges and insurance cover carried by the Company.
- 12.13 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense, or costs in the Contract, the Company's liability for any claim or claims under or in connection with the Contract

shall not exceed such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage giving rise to such claim or claims ("the Loss and Damage") and on the assumptions that:-

12.13.1 all other consultants, contractors, sub-contractors, and advisors engaged in connection with the project to which the Services relate, have provided contractual undertakings on terms no less onerous than those set out in the Contract to the Client in respect of the carrying out of their obligations; and

12.13.2 there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any such other party who is responsible to any extent for the Loss and Damage is contractually liable to the Client for the Loss and Damage; and

12.13.3 all such other consultants, contractors, sub-contractors, and advisors have paid to the Client such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility for the Loss and Damage.

### 13 **Publicity**

The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of the Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

### 14 **Non-solicitation of staff**

14.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee, secondee or consultant, any person who is or was employed or engaged by the Company in providing the Services.

14.2 Should the Client be in breach of the above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.

### 15 **Data Protection Act 2018**

15.1 Each party shall comply with its applicable obligations under the Data Protection Act 2018 and its own privacy policy. The parties acknowledge that for the purposes of the Data Protection Act 2018, the Client is the controller and the Company is the processor. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Act 2018.

15.2 Without prejudice to the generality of clause 15.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Contract.

15.3 Without prejudice to the generality of clause 15.1, each party shall, in relation to any personal data processed in connection with the performance by either party of its obligations under these Conditions:

15.3.1 process that personal data only on the documented written instructions of the other unless required by Applicable Laws to otherwise process that personal data;

15.3.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- 15.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - 15.3.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the other party has been obtained and the following conditions are fulfilled:
    - (a) the Client or the Company has provided appropriate safeguards in relation to the transfer;
    - (b) the data subject has enforceable rights and effective legal remedies;
    - (c) each party complies with its obligations under the Data Protection Act 2018 by providing an adequate level of protection to any personal data that is transferred; and
    - (d) each party complies with reasonable instructions notified to it in advance by the other party with respect to the processing of the personal data.
  - 15.3.5 notify the other party on becoming aware of a personal data breach;
  - 15.3.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.
- 15.4 The Company shall:
- 15.4.1 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Act 2018 with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 15.4.2 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless it is required by Applicable Law to store the personal data.
- 15.5 The Company may consult or register information about the Client and the conduct of the Client's account with a licensed credit reference agency. The Company may also consult a licensed credit agency about any credit information that they hold on the Client, or the Client's principal directors. The Company will keep a record of that search either on computer or on manual records.
- 15.6 As part of its marketing policy the Company may send to the Client from time to time details of its products and services. Prior to doing so the Company will obtain the Company's consent or enable it to opt-out of receiving such marketing information.
- 16 Dispute Resolution and Applicable Law**
- 16.1 In the event that any dispute or difference arises out of or in connection with the Contract then either party may at any time refer the dispute or difference to adjudication (subject to the appointment of an adjudicator under clause 16.2) in accordance with Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) current at the date of referral.
  - 16.2 In the absence of agreement between the parties as to the choice of the adjudicator, the referring party may apply to the President of the Royal Institution of Chartered Surveyors for the nomination of an adjudicator.
  - 16.3 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## 17 Termination

17.1 Without affecting any other right or remedy available to it, if:

- 17.1.1 the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company; or
- 17.1.2 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or
- 17.1.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 17.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or
- 17.1.5 the Client ceases, or threatens to cease, to carry on business; or
- 17.1.6 where the Client is an individual or partnership, he or any partner dies; or
- 17.1.7 outside England and Wales anything corresponding to any of the above occurs; or
- 17.1.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client

then in the above cases the Client shall notify the Company forthwith in writing of such event and in all cases the Company may (at its discretion, whether or not it has received notice from the Client as aforesaid, and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the following:-

- (a) terminate, cancel and/or rescind the Contract and other contracts with the Client;
- (b) declare immediately due, payable and interest-bearing under the above any amounts owed by the Client to the Company under any contract;
- (c) suspend the provision of any Services to the Client;
- (d) proceed against the Client for any sums owing under the Contract and/or damages, as appropriate.

17.2 On termination of the Contract:

- 17.2.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- 17.2.2 the Company shall on request return any of the Client's Materials not used up in the provision of the Services; and
- 17.2.3 the following clauses shall continue in force: clause 1 (Interpretation), clause 11 (Confidentiality and Intellectual Property), clause 12 (Warranty and Limitation of liability),

clause 14 (Non-solicitation of staff), clause 16 (Dispute Resolution and Applicable Law), clause 17.2 (consequences of termination), clause 18 (Compliance) and clause 19 (General).

17.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

## 18 **Compliance**

18.1 Each party shall maintain its own policy to comply with all Applicable Laws relating to anti-bribery and anti-corruption practices, including the Bribery Act 2010.

18.2 Each party shall comply with all Applicable Laws relating to anti-slavery and human trafficking, including but not limited to the Modern Slavery Act 2015 and neither party shall engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

## 19 **General**

19.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If notices are to be sent by email, each party shall notify the other prior to commencement of the Contract, of its email address for the purposes of serving notices. Any notice or communication shall be deemed to have been received:

19.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.1.2 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;

19.1.3 if sent by email, at 9.00 am on the next Business Day after transmission.

19.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby.

19.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between parties, constitute either party the agent of the other, or authorise either party to make or enter into commitments for or on behalf of the other party.

19.5 The parties acknowledge that, except as specifically provided in the Contract, it is not their intention that any third party shall be entitled to enforce any term of the Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.7 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.