

Dennis Johns Services

Terms And Conditions for The Supply Of Goods And Services By Dennis Johns

Dennis Johns Service Group

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Issue Date: 03/04/2024

Version: DJS - 01

Title: Terms and Conditions for the Supply of Goods and
Services by Dennis Johns

Revision Date: 1/04/2025

Reviewer: Kris Adams

Terms and Conditions

1. Definitions and Interpretation

1.1 In these Conditions, the following expressions shall have the following meaning:

Commencement Date	has the meaning set out in clause 2.2;
Conditions	mean these terms and conditions as may be amended from time to time only in accordance with clause 18;
Confidential Information	means any information relating to the parties' businesses which is not in the public domain.
Contract	means the contract between Employer and Dennis Johns for the supply of Goods and/or Services in accordance with these Conditions and any Order.
Deliverables	Means the deliverables set out in the Order.
Goods	means the goods, products or materials (or any part of them) described in or required for the performance of the Order.
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Employer	the person or firm named in the Order who purchases the Goods and/or Services from Dennis Johns;
Order	means the Employer's order for the supply of Goods and/or provision of Services, as set out in the Employer's purchase order or instruction, or in the Employer's acceptance of Dennis Johns quotation as the case may be;
Services	means the services, including without limitation any Deliverables and the installation of any Goods or any part of them, to be provided by Dennis Johns under the Contract;
Site	means the place or places where the Goods or Services are to be delivered or provided by Dennis Johns;
Dennis Johns	means Dennis Johns Service Group registered in England and Wales with company number 07944282
Working Day	means a day other than a Saturday, Sunday or a public holiday in England and Wales, or where the Goods or Services are provided in Scotland, a public holiday in Scotland.

- 1.2 In these Conditions, the following rules of interpretation apply:
- 1.2.1 the headings to the clauses of these Conditions are for convenience only and shall not affect its construction or interpretation.
 - 1.2.2 words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;
 - 1.2.3 references to persons include individuals, partnerships, and corporate or unincorporated bodies (whether or not having separate legal personality);
 - 1.2.4 references to a party includes its successors in title or permitted assigns;
 - 1.2.5 references to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.6 any phrase introduced by the terms “other”, “including” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the generality of any preceding words; and
 - 1.2.7 a reference to “writing” or “written” includes faxes.
- 1.3 In the event of any conflict whatsoever between these Conditions and any part(s) of the Order and associated documentation, the terms of these Conditions shall prevail.

2. **Basis of contract**

- 2.1 The Order constitutes an offer by Employer to purchase Goods and/or Services from Dennis Johns in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Dennis Johns issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (“**Commencement Date**”). Dennis Johns written acceptance of an Order may be issued by email and when so issued shall be deemed to have been received by the Employer one Working Day following transmission.
- 2.3 Unless otherwise agreed in writing Dennis Johns does business on these Conditions only. These Conditions apply to the Contract to the exclusion of any other terms that the Employer 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 except where the application to one or the other is specified.
- 2.5 The Contract constitutes the entire agreement between the parties. The Employer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Dennis Johns which is not set out in the Contract.
- 2.6 Additional goods and/or services may be added to the Goods and Services by the acceptance of and instruction from the Employer by Dennis Johns. The cost of such additional goods and/or services, if not agreed in advance, shall be valued and paid in accordance with clause 3.

3. Price and Payment

- 3.1 The total price to be paid for the Goods and/or Services shall be the price set out in the Order, or if no price is quoted, in accordance with Dennis Johns standard prices as published at the date of the Contract, or if no prices are published, market price for such Goods and/or Services as reasonably decided by Dennis Johns to be applicable at the Commencement Date.
- 3.2 Unless otherwise stated in the Order, the price shall be exclusive of any applicable value added tax which shall be payable by the Employer in addition to the price.
- 3.3 Dennis Johns reserves the right to increase the price of the Goods, by giving notice to the Employer at any time before delivery, to reflect any increase in the cost of the Goods to Dennis Johns that is due to:
- (a) any factor beyond the control of Dennis Johns (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
 - (b) any request by the Employer to change the delivery date(s), quantities or types of Goods ordered, or the Goods specification; or
 - (c) any delay caused by any instructions of the Employer in respect of the Goods or failure of the Employer to give Dennis Johns adequate or accurate information or instructions in respect of the Goods.
- 3.4 In respect of Goods, Dennis Johns may invoice the Employer on or at any time after completion of delivery to the Site or, where Goods are stored off Site by Dennis Johns, on the delivery of those Goods to Dennis Johns.
- 3.5 In respect of Services Dennis Johns may invoice the Employer every 30 days or on completion of the Services at its discretion.
- 3.6 Payment shall be due on the date the Employer receives each invoice. The final date for payment shall be 14 days after the date on which payment becomes due (“the **Final Date for Payment**”).
- 3.7 If the Employer intends to pay less than the sum stated as due in Dennis Johns invoice, the Employer must, not later than 7 days before the Final Date for Payment, give Dennis Johns written notice of that intention specifying the sum it considers due to the Dennis Johns at the date the notice is given and the basis on which that sum has been calculated. Where such pay less notice is given, the payment due on or before the Final Date for Payment shall be the amount stated as due in the pay less notice. Where no such pay less notice is given, the sums invoiced must be paid in full by the Final Date for Payment.
- 3.8 If the Employer fails to pay any amount properly due and payable by it under the Contract, Dennis Johns shall have the right to charge interest on the overdue amount at the rate of 8% per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the Final Date for Payment up to the date of actual payment, whether before or after judgment.
- 3.9 The Employer shall make any payments due to Dennis Johns without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Employer has a valid court order, judgement or adjudicator’s decision requiring an amount equal to such deduction to be paid by Dennis Johns to the Employer.

4. Supply of Goods and Services

- 4.1 Dennis Johns reserves the right to amend the specification of the Goods and/or Services if required by any applicable statutory or regulatory requirements.
- 4.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Employer, the Employer shall indemnify Dennis Johns 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 and other professional costs and expenses) suffered or incurred by Dennis Johns in connection with any claim made against Dennis Johns for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Employer's use of the Employer's specification. This clause 4.2 shall survive termination of the Contract.
- 4.3 Dennis Johns shall from the Commencement Date and for the duration of this Contract provide the Services to the Employer in accordance with the terms of the Contract.

5. Delivery of Goods and Services

- 5.1 Any dates quoted for delivery of Goods and/or Services are approximate only, and the time of delivery is not of the essence.
- 5.2 Dennis Johns shall use reasonable endeavours to meet any performance dates for the Services and/or delivery of the Goods which have been agreed in signed writing between Dennis Johns and the Employer. Dennis Johns shall not be liable for any delay in delivery of the Goods that is caused by reasons beyond its reasonable control or the Employer's failure to provide Dennis Johns with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.3 If Dennis Johns fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Employer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Dennis Johns shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by reasons beyond its reasonable control or the Employer's failure to provide Dennis Johns with adequate delivery instructions or any relevant instruction related to the supply of the Goods.
- 5.4 If the Employer fails to accept or take delivery of the Goods within 5 Working Days of Dennis Johns notifying the Employer that the Goods are ready, then except where such failure or delay is caused by Dennis Johns failure to comply with its obligations under the Contract in respect of the Goods:
- 5.4.1 delivery of the Goods shall be deemed to have been completed at 09.00 am on the 5th Working Day following the day on which Dennis Johns notified the Employer that the Goods were ready; and
- 5.4.2 Dennis Johns shall store the Goods until delivery takes place and charge the Employer for all related costs and expenses (including insurance).
- 5.5 If 15 Working Days after Dennis Johns notified the Employer that the Goods were ready for delivery the Employer has not taken delivery of them, Dennis Johns may resell or otherwise dispose of part or all of the Goods and charge the Employer for any shortfall below the price of the Goods together with reasonable storage and selling costs.
- 5.6 Dennis Johns may deliver the Goods by instalments, which shall be invoiced and paid for separately.

Quality of Goods

- 5.7 Dennis Johns warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
- 5.7.1 conform in all material respects with their description; and
 - 5.7.2 be free from material defects in design, material and workmanship.
- 5.8 Subject to clause 5.6, if:
- 5.8.1 the Employer gives notice in writing during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.6; and
 - 5.8.2 Dennis Johns is given a reasonable opportunity of examining such Goods;

Dennis Johns shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
 - 5.8.3 Dennis Johns shall not be liable for the Goods' failure to comply with the warranty in clause 5.6 if:
 - 5.8.4 the Employer makes any further use of such Goods after giving a notice in accordance with clause 5.7;
 - 5.8.5 the defect arises because the Employer failed to follow Dennis Johns oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 5.8.6 the defect arises as a result of Dennis Johns following any drawing, design or specification supplied by the Employer;
 - 5.8.7 the Employer alters or repairs such Goods without the written consent of Dennis Johns;
 - 5.8.8 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 5.8.9 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
 - 5.8.10 the Warranty Period has expired.
 - 5.8.11 Except as provided in this clause 5, Dennis Johns shall have no liability to the Employer in respect of the Goods' failure to comply with the warranty set out in clause 5.6.
 - 5.8.12 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Dennis Johns under clause 5.7.

6. Title and risk

- 6.1.1 The risk in the Goods shall pass to the Employer on completion of delivery.
 - 6.1.2 Title to the Goods shall not pass to the Employer until either:
 - 6.1.3 Dennis Johns receives payment in full (in cash or cleared funds) for the Goods and any other goods that Dennis Johns has supplied to the Employer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; or
 - 6.1.4 The Goods have been fixed onto the Employer's property by the completion of their installation as part of construction or engineering works.
- 6.2 Until title to the Goods has passed to the Employer, the Employer shall:
- 6.2.1 store the Goods separately from all other goods held by the Employer so that they remain readily identifiable as Dennis Johns property;
 - 6.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Dennis Johns behalf from the date of delivery;
 - 6.2.4 notify Dennis Johns immediately if it becomes subject to any of the events listed in clause.
11.1.2 to clause 11.1.12; and
 - 6.2.5 give Dennis Johns such information relating to the Goods as Dennis Johns may require from time to time.

7. Employer's obligations

- 7.1 The Employer shall:
- 7.1.1 ensure that the terms of the Order and (if submitted by the Employer) the Goods specification are complete and accurate;
 - 7.1.2 co-operate with Dennis Johns in all matters relating to the Services;
 - 7.1.3 provide Dennis Johns, its employees, agents, consultants and subcontractors, with access to the Employer's premises, office accommodation and other facilities as reasonably required by Dennis Johns to provide the Services;
 - 7.1.4 provide with such information and materials as Dennis Johns may reasonably require supplying the Services, and ensure that such information is accurate in all material respects;
 - 7.1.5 prepare the Employer's premises for the supply of the Services.
 - 7.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 7.1.7 keep and maintain all materials, equipment, documents and other property of Dennis Johns (Dennis Johns Materials) at the Employer's premises in safe custody at its own risk, maintain the Dennis Johns Materials in good condition until returned to Dennis Johns, and not dispose of or use the Dennis Johns Materials other than in accordance with Dennis Johns written instructions or authorisation;

- 7.1.8 If Dennis Johns performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Employer or failure by the Employer to perform any relevant obligation (Employer Default):
- 7.1.9 Dennis Johns shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Employer remedies the Employer Default, and to rely on the Employer Default to relieve it from the performance of any of its obligations to the extent the Employer Default prevents or delays Dennis Johns performance of any of its obligations;
- 7.1.10 Dennis Johns shall not be liable for any costs or losses sustained or incurred by the Employer arising directly or indirectly from Dennis Johns failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.1.11 the Employer shall reimburse Dennis Johns on written demand for any costs or losses sustained or incurred by Dennis Johns arising directly or indirectly from the Employer Default.
- 7.2 In the event of any prevention of or delay to or prolongation of Dennis Johns performance of any of its obligations in respect of the Goods and/or Services resulting from either:
- (a) An Employer Default; or
 - (b) Any cause beyond the reasonable control of Dennis Johns.

The Employer shall pay to Dennis Johns such loss and expense as is reasonably valued by Dennis Johns to apply to the period of delay or prolongation.

8. Intellectual property rights

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Dennis Johns.
- 8.2 The Employer acknowledges that, in respect of any third-party Intellectual Property Rights in the Services, the Employer's use of any such Intellectual Property Rights is conditional on Dennis Johns obtaining a written licence from the relevant licensor on such terms as will entitle Dennis Johns to license such rights to the Employer.

9. Limitation of Liability

- 9.1 Nothing in these Conditions shall limit or exclude Dennis Johns liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.
 - 9.1.2 fraud or fraudulent misrepresentation.
- 9.2 Subject to clause 9.1:
- 9.2.1 Dennis Johns shall under no circumstances whatsoever be liable to the Employer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
 - 9.2.2 Dennis Johns total liability arising out of delays to delivery of the Goods and/or Services shall not exceed 10% of the total price paid for the Goods and/or Services; and

9.2.3 Dennis Johns total liability to the Employer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price paid for the Goods and/or Services pursuant to the Contract.

9.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. Confidentiality

The Employer 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 Employer by Dennis Johns, its employees, agents, subcontractors, and any other confidential information concerning Dennis Johns business or its products or its services which the Employer may obtain. The Employer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Employer. This clause 10 shall survive termination of the Contract.

11. Termination

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

11.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

11.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

11.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

11.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- 11.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 11.1.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver.
 - 11.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party.
 - 11.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.9 (inclusive);
 - 11.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
 - 11.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.2 Without limiting its other rights or remedies, Dennis Johns may terminate the Contract with immediate effect by giving written notice to the Employer if either: (a) the Employer fails to pay any amount due under this Contract by the Final Date for Payment; or (b) delivery of the Goods and/or Services is prevented for a period in excess of 6 weeks for one of the reasons listed in clause 7.3 of these conditions.
- 11.3 Without limiting its other rights or remedies, Dennis Johns may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Employer and Dennis Johns if the Employer fails to pay any amount due under this Contract by the Final Date for Payment, the Employer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.12, or Dennis Johns reasonably believes that the Customer is about to become subject to any of them.
- 11.4 On termination of the Contract for any reason:
- 11.4.1 the Employer shall immediately pay to Dennis Johns all of Dennis Johns outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Dennis Johns shall submit an invoice, which shall be payable by the Employer immediately on receipt.
 - 11.4.2 the Employer shall return all of the Dennis Johns Materials and any Deliverables which have not been fully paid for. If the Employer fails to do so, then Dennis Johns may enter the Employer's premises and take possession of them. Until they have been returned, the Employer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
 - 11.4.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 11.4.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Assignment and Sub-Contracting

- 12.1.1 Dennis Johns may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 12.1.2 The Employer shall not, without the prior written consent of Dennis Johns, assign, transfer, charge, sub-contract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

13. Notices

- 13.1 Unless otherwise specified in these Conditions any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 13.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Working Day after transmission.
- 13.3 This clause 13 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

14. Waiver and cumulative remedies

- 14.1.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.1.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15. Severability

- 15.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and the parties hereby undertake to make such modifications.

16. No Partnership

- 16.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in anyway.

17. Third Party Rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

18. Variation

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

19. Disputes

19.1 In the event of any dispute arising out of or in connection with the Contract the following procedures shall apply:

19.1.1 in the first instance the matter shall be referred by notice from the aggrieved party to the Employer Commercial Director and the Dennis Johns representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.

19.1.2 in the event that the dispute is not resolved within 21 days following its referral pursuant to clause 19.1.1 the dispute shall be referred to the Managing Directors of each party.

19.2 If the dispute remains on conclusion of the process set out in clause 19.1 the dispute shall be submitted to the Courts of England and Wales.

19.3 If and to the extent that any dispute or difference arises under the Contract in connection with a construction operation as defined by s.105 of Part II of the Housing Grants, Construction and Regeneration Act 1996 then either Party shall have the right to refer such dispute or difference to adjudication at any time under and in accordance with the Technology and Construction Solicitors Association Adjudication Rules 2011 Version 3.2.

20. Governing Law and Jurisdiction

The Contract 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, English law, and, subject to clause 19.3, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.