

All Contracts with Inverclyde Leisure are subject to the General Conditions of Contract as set out hereof. In these Instructions, the term “tender specification” refers to the tender specification which will be sent to prospective tenderers within the invitation to tender.

General Conditions of Contract by Inverclyde Leisure

- Interpretation 2.1
- (1) In these conditions “the Contract” means the agreement concluded between Inverclyde Leisure and the Contractor, including these conditions, the Invitation to Tender, the Tender Specification, the Tender Response, any supplementary conditions and all specifications and other documents which are relevant to the Contract.
- (2) the following expressions shall have the meaning given to them hereunder with respect to the interpretation of the Contract except where the context otherwise requires:
- (a) “applicable law” means the laws of Scotland and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which from time to time apply to the provision of the goods or services;
- (b) “the contractor” means the person who by the contract undertakes to supply the goods or to render such other service for Inverclyde Leisure as is provided by the Contract and where the contractor is an individual or a partnership the expression shall include the personal representatives of that individual or of the partners or either of them as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the contractor with the consent of Inverclyde Leisure;
- (c) “data protection legislation” means any law applicable relating to the processing, privacy and use of personal data, including, without limitation: (i) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC; (ii) the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations; and/or (iii) any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner’s Office, or other regulatory or supervisory authority responsible for administering data protection legislation;
- (d) “ESPD” means the contractor’s European Single Procurement Document submission to Inverclyde Leisure;
- (e) “the goods” means the goods and materials to be supplied by the contractor the Contract or any works which the contractor is required to supply under the Contract, as set out in the Tender Specification, together with any other goods, materials of works which Inverclyde Leisure agrees to take from the contractor;
- (f) “Inverclyde Leisure” means Inverclyde Leisure, a company incorporated under the Companies Acts (company number SC223197) and a Scottish charity (charity number SC032161), having its registered office at Waterfront Leisure Complex, Custom House, Greenock, PA15 1EW;
- (g) “Invitation to Tender” means the invitation to tender published by Inverclyde Leisure to procure the goods and/or services under the Contract;
- (h) “Official Order” means an order for specific goods issued to the contractor by Inverclyde Leisure under the Contract];
- (i) “person” includes a firm or company;
- (j) “the services” means the services to be provided by the contractor under the Contract, as set out in the Tender Specification, together with any other services which Inverclyde Leisure agrees to take from the contractor;
- (k) “Tender Response” means the contractor’s tender response to the Invitation to Tender;
- (l) “Tender Specification” means the tender specification contained in the Invitation to Tender, which has been sent to prospective tenderers by Inverclyde Leisure;
- (m) the masculine includes the feminine;
- (n) the singular includes the plural, and vice versa;
- (o) references to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended by any subsequent enactment, order, regulation, or instrument; and
- (p) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (3) Any decision act or thing which Inverclyde Leisure is required or authorised to take or do under the

Contract may be taken or done by any person so authorised, either generally or specially by Inverclyde Leisure.

Capacity to Contract.	2.2	It is a condition of the Contract that the contractor undertakes to the best of its knowledge that there is no inhibition, restriction, or prohibition which in any way affects the capacity of the contractor so to contract. In the event of any such inhibition, restriction or prohibition existing, it will be at the option of Inverclyde Leisure to determine the Contract and to have the contractor indemnify in full any loss resulting to Inverclyde Leisure therefrom.
Duration of Contract.	2.3	The Contract shall continue in force for the period indicated in the Tender Specification subject always to the provisions of these conditions.
Non-exclusivity	2.4	The Contract does not confer any exclusivity on the contractor. Inverclyde Leisure does not guarantee that the contractor will be requested to provide any goods or services at all or any particular amount of goods or services to Inverclyde Leisure pursuant to the Contract and Inverclyde Leisure reserves the right at all times to request the provision of goods or services similar to the goods or services provided by the contractor from persons other than the contractor.
Contractor Responsibilities.	2.5	<p>(1) The contractor shall provide the goods and services to Inverclyde Leisure in accordance with the Tender Specification and/or the Tender Response and shall allocate sufficient resources to the provision of the goods and services to enable it to comply with this condition.</p> <p>(2) The contractor shall:</p> <p>(a) co-operate with Inverclyde Leisure in all matters relating to the goods and services;</p> <p>(b) observe, and ensure that any personnel engaged by the contractor observe, all health and safety rules and regulations and any other security requirements that apply to Inverclyde Leisure's premises; and</p> <p>(c) notify Inverclyde Leisure as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the goods and/or services.</p> <p>(3) As at the date of commencement of the Contract, all information, statements and representations contained in the Tender Response and the ESPD are true, accurate and not misleading save as may have been specifically disclosed in writing to Inverclyde Leisure before the execution of the Contract and it will promptly advise Inverclyde Leisure of any fact, matter or circumstance of which it may become aware during the term of the Contract that would render any such information, statement or representation to be false or misleading.</p> <p>(4) The contractor warrants and represents to Inverclyde Leisure on an ongoing basis that:</p> <p>(a) the contractor shall deliver the goods and/or perform the services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar goods and/or services;</p> <p>(b) the goods and/or services will conform with all descriptions and specifications provided to Inverclyde Leisure by the contract, including the terms of the Tender Response;</p> <p>(c) the goods and/or services will be provided in accordance with all applicable law and the contractor will inform Inverclyde Leisure as soon as it becomes aware of any changes in such applicable law; and</p> <p>(d) the contractor shall discharge its obligations under the Contract using personnel or required skill, experience and qualifications.</p>
Specifications and Standards.	2.6	<p>(1) All tenders for the execution of works or for the supply off goods or materials shall be based on a definite specification except where Inverclyde Leisure decides otherwise in a particular case or in respect of specified categories of contract.</p> <p>(2) Where a specification issued by British Standards Institute or European equivalent is current at the time of the Invitation to Tender and is applicable, shall require, as a minimum, that goods and/or services and materials used in the execution of the Contract shall be in accordance with that specification.</p>
Weight	2.7	Goods referred to in the Tender Specification by weight or volume are to be priced as supplied net and not gross weight or volume unless otherwise stated in the Tender Specification.
Sale by Sample/ Description.	2.8	The goods shall be the quantities and types described in all respects in accordance with the specifications, patterns and samples which form part of the Contract or are otherwise relevant for the purposes of the Contract.
Prices	2.9	(1) All prices should be "net" after deduction of trade discounts except in those cases where tender responses were invited on the basis of a trade discount related to specified list prices. "Net" prices will be deemed to include all delivery and carriage charges unless the Tender Specification details otherwise. All prices quoted in the Tender Response will be deemed to be fixed for the duration of the Contract unless any item is clearly marked in the Tender Response as liable to variation and details of the variations, the circumstances in which they would operate and the formula for determining same are clearly given in the Tender Specification. Inverclyde Leisure and the contractor shall be bound to apply the variations of value added tax as may from time to time be applicable.

		<p>(2) Where the Tender Response has provision for variation in price(s), which is accepted by Inverclyde Leisure, the contractor must give Inverclyde Leisure thirty days (30 days) clear written notice of any proposed increase in the Contract price(s).</p>
Fluctuating Offers.	2.10	<p>(1) Further, the contractor cannot apply any increase in price(s) without first receiving written consent from Inverclyde Leisure agreeing to the revised price(s).</p> <p>(2) Any decrease(s) in price(s) which affect any contract with Inverclyde Leisure must be notified to Inverclyde Leisure immediately and applied forthwith.</p>
Applications for Price Increases	2.11	<p>All applications for price increases must comply, so far as appropriate, with any provisions current at the time of entering into the Contract or during the currency of same as regards any counter-inflation legislation and must be accompanied by supporting documentary evidence from an independent source, to the satisfaction of Inverclyde Leisure.</p>
Right to Resile.	2.12	<p>Inverclyde Leisure reserves the right to resile from the Contract in whole or in part where increases in price(s) are considered by Inverclyde Leisure, to be unreasonable.</p>
Quantities	2.13	<p>(1) The quantities stated in the Contract schedule may be approximate and provisional and may be increased or decreased by Inverclyde Leisure without invalidating the Contract.</p> <p>(2) The contractor shall be required to supply and deliver against an order of Inverclyde Leisure whatever quantities of materials may be required from time to time during the currency of the Contract.</p>
Unauthorised Supply of Goods.	2.14	<p>Contractors to Inverclyde Leisure must not issue, deliver, or supply in any manner any goods nor perform any services to or for any service, officers, servant or agent of Inverclyde Leisure without first receiving an Official Order or written acceptance of a Tender Response or offer for such goods or services issued, delivered, supplied or performed as the case may be. Inverclyde Leisure shall not be held liable for the cost of any goods or services issued, delivered, supplied or performed as the case may be, if the goods or services are not covered by the prior issue of an Official Order or written acceptance of a Tender Response or offer signed by an authorised officer of Inverclyde Leisure.</p>
Delivery of Goods.	2.15	<p>Delivery of the goods, properly packed and secured where stipulated, shall be made by the contractor at the time and place or places and in the manner specified in the Contract. The goods shall, however, remain at the sole risk of the contractor until delivered to and accepted by Inverclyde Leisure. All goods delivered to Inverclyde Leisure premises must be accompanied by a delivery note. Such delivery note shall clearly state a description of the goods delivered, the quantity of each item and Inverclyde Leisure's official order number, where applicable. Invoices bearing all the aforesaid information must be submitted in accordance with instructions laid down on the official order or instruction to supply.</p>
Variations of Contract Conditions.	2.16	<p>Any condition of sale entered into by a contractor or incorporated on any delivery note or invoice submitted to Inverclyde Leisure which is at variance in any respect with these conditions shall not be binding on Inverclyde Leisure unless such condition has been accepted in writing by Inverclyde Leisure.</p>
Determination of Contract.	2.17	<p>If Inverclyde Leisure shall at any time during the term of the Contract be desirous of determining the Contract and shall give twenty-eight days (28) days' notice in writing under the hand of the Chief Executive or his/her delegated nominee to the contractor then at the expiration of twenty-eight (28) days after delivery of such notice, the Contract, so far as regards any goods and/or services to be supplied under the Contract, shall in all respects cease and determine.</p>
Contractor's Liability.	2.18	<p>The contractor shall be liable for any damage to property or any injury to person of persons arising through or in consequence to their operations in supplying and delivering goods and/or services to Inverclyde Leisure and shall free Inverclyde Leisure from any expenses Inverclyde Leisure might incur and from any claim made upon Inverclyde Leisure in connection thereby.</p>
Samples	2.17	<p>Samples of items proposed to be used and supplied by the contractor may be called for at any time and in sufficient quantity or volume to allow a fair test to be taken. Samples are to be supplied free of charge. All samples submitted will be retained (unless otherwise arranged) for testing and comparison with deliveries in the event of acceptance and all materials delivered through the currency of the contract shall at all times be of no less quality that the sample submitted and approved. Any materials etc., delivered and not so conforming will be removed off site or from stores and replaced with the required quality, with all consequential costs being borne by the contractor.</p>
Default	2.18	<p>(1) Without prejudice to any other rights of rejection or otherwise to which Inverclyde Leisure is entitled, Inverclyde Leisure may, at its discretion (which shall be final and binding on the contractor) reject goods and/or services offered in terms of the Contract, if in the opinion of Inverclyde Leisure: (a) the goods and/or services inspected or supplied are not in accordance with the description, specification or sample provided or required; or (b) the goods and/or services are not delivered within the time specified in the Official Order.</p> <p>(2) Without prejudice to any other right to terminate the Contract, if in the opinion of Inverclyde Leisure, any goods and/or services inspected or supplied are not in accordance with the description, specification or sample provided or required, or are not delivered within the time specified in the Official Order, Inverclyde Leisure may, at its discretion (which shall be final and binding on the contractor) as soon as practicable thereafter and without incurring any penalty whatsoever terminate the Contract, either wholly or in part. In the event of the goods being rejected or the Contract being terminated for either or both of the said reasons or in terms of conditions 2.25 and 2.27 hereof, Inverclyde Leisure shall bear no liability for any loss or</p>

expense incurred by the contractor in the manufacture or purchase or supply of the rejected goods and/or services including any delivery costs incurred and shall be entitled to obtain from a third party goods and/or services in place of those rejected, or in the case of termination in place of those goods and/or services which would have been obtained under the Contract during the remaining period of the Contract (it being understood for this purpose that the goods and/or services obtained from any third parties, both in regard to quantity and quality will be deemed to be the goods and/or services which would have been obtained under the Contract) and any extra costs thereof, together with any further loss or expenses caused to or incurred by Inverclyde Leisure by reason of such failure on the part of the contractor, shall be paid by the contractor to Inverclyde Leisure.

(3) All goods and/or services rejected by Inverclyde Leisure shall be at the risk of the contractor and shall be removed by the contractor at its expense within forty-eight (48) hours of Inverclyde Leisure giving of notice of rejection, failing which removal by the contractor within this period, Inverclyde Leisure shall be entitled to return the goods and/or services to the contractor and any expenses incurred thereby shall be recoverable by Inverclyde Leisure and shall be similarly paid by the contractor to Inverclyde Leisure.

(4) The right of Inverclyde Leisure to reject goods which may otherwise be found not to conform to description, specification or sample, is not to be prejudiced by delay in examination, provided such delay is reasonable having regard to all the circumstances, including the nature of the goods concerned.

Returnable Empties.	2.19	Unless otherwise stipulated by the contractor all containers (including packing cases, boxes, tins, drums and wrappings) supplied by the contractor shall be considered as non-returnable and the cost thereof as having been included in the Contract price. Charges made by the contractor for returnable empties shall be at cost and should be clearly marked on each package and credit given in full by the contractor when the empty packages are returned to the contractor. The cost of carriage on returned empties, except where the contractor's own transport is used, will be met by Inverclyde Leisure.
Access by Authorised Personnel.	2.20	Access to contractor's premises may be required in order that inspections may be made, samples obtained, if required, and vendor assessment carried out.
Rendering of Accounts.	2.21	Accounts in respect of any goods and/or services shall be rendered at the time and in the manner specified by Inverclyde Leisure.
Payment of Accounts.	2.22	Unless otherwise stated in the Tender Specification, payment for all goods and/or services will be made in accordance with Inverclyde Leisure's standard terms and conditions of payment. Payment will be made by the Bank Automated Clearing System or by Cheque within 30 days of receipt of a valid invoice or by automatic funds transfer where goods and/or services have been ordered using the Visa Corporate Purchasing Card System.
Recovery of Sums Due.	2.23	Where under the Contract, a sum of money is recoverable from or payable by the contractor, the same may be deducted by Inverclyde Leisure from any sum due to the contractor, or which at any time thereafter may become due to the contractor under the Contract or under any other contract with Inverclyde Leisure.
Bankruptcy	2.24	<p>Without prejudice to any other rights competent to Inverclyde Leisure to terminate the Contract whether by reason of the breach by the contractor of a condition thereof or otherwise, Inverclyde Leisure may at any time by notice in writing summarily terminate the Contract without compensation to the contractor in any of the following events:</p> <p>(a) if the contractor, being an individual, or, where the Contract is with a firm, any partner in that firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him/her, or shall make any composition or arrangement with or for the benefit of his/her creditors shall make any conveyance or assignment for the benefit of his/her creditors or shall purport to do so, or, in Scotland, he/she shall become insolvent or notour bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his/her estate, or a trust deed shall be granted by him/her for behoof of his/her creditors; or</p> <p>(b) if the contractor, being a company, shall pass a resolution or the court shall make an order, that the company shall be wound up, or if a liquidator or receiver on behalf of a creditor shall be appointed, or is circumstances shall arise which entitle the court to appoint a liquidator or receiver or which entitle the court to make a winding-up order: provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued thereafter to Inverclyde Leisure.</p>
Prevention of corruption.	2.25	Inverclyde Leisure shall be entitled to cancel the Contract and to recover from the contractor the amount of any loss resulting from such cancellation if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having forborne to do any action in relation or execution of the Contract or any other contract with Inverclyde Leisure or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with Inverclyde Leisure or if the like acts shall have been done by any person employed by the contractor or acting on the contractor's behalf (whether with or without the knowledge of the contractor) or if in relation to any other contract with Inverclyde Leisure the contractor or any persons employed by the contractor or acting on the contractor's behalf has committed an offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 68 of the Local Government (Scotland) Act 1973.
Collusion	2.26	Inverclyde Leisure reserves the right to cancel the Contract without incurring any penalty whatsoever and to recover from the contractor the amount of any loss resulting from such cancellation if the contractor or its

representative (whether with or without the knowledge of the contractor) shall have practised collusion in tendering for the Contract or any other contract with Inverclyde Leisure or shall have employed corrupt or illegal practices either in obtaining or executing the Contract with Inverclyde Leisure. The decision to cancel the Contract in terms of this or the previous condition will rest solely with Inverclyde Leisure which decision shall be final and binding on the contractor.

Procurement Regulations	2.27	<p>(1) Inverclyde Leisure may at any time terminate the Contract where:</p> <p>(a) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts (Scotland) Regulations 2015;</p> <p>(b) the contractor has, at the time of contract award in respect of the Contract, been in one of the situations referred to in Regulation 58(1) of the Public Contracts (Scotland) Regulations 2015, and should therefore have been excluded from the procurement procedure; or</p> <p>(c) the Contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.</p> <p>(2) In this condition, the "Treaties" has the meaning given in the European Communities Act 1972.</p>
Assignment Sub-Contracting etc.	2.28	<p>(1) The contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the advantage of the Contract or any part thereof without the previous consent in writing of Inverclyde Leisure. Any breach hereof shall entitle Inverclyde Leisure to determine the whole or that part to which the breach relates or to take any other remedies it may have.</p> <p>(2) If the contractor in the proposed execution of the Contract requires or determines to employ a sub-contractor, the contractor shall intimate to Inverclyde Leisure, at the time when its Tender Response is submitted, the name of the sub-contractor.</p> <p>(3) If after acceptance of the Contract by Inverclyde Leisure, the contractor requires or determines to assign the Contract as a whole or any part thereof to a sub-contractor the contractor shall not be free to do so without first receiving the expressed agreement of Inverclyde Leisure in writing. The agreement by Inverclyde Leisure to any assignment of the Contract whether in whole or in part shall not relieve the contractor of its liabilities under the Contract.</p>
Health & Safety	2.29	It shall be a condition of the Contract that the contractor is operating health and safety policies which conform with current applicable law.
Race Relations	2.30	It shall be a condition of the Contract that the contractor complies with the responsibilities placed on it by the Equality Act 2010.
Equal Opportunities in Employment	2.31	It shall be a condition of the Contract that, to the best of the contractor's knowledge and belief, the contractor has complied with all statutory requirements in respect of ensuring equal opportunity in employment.
Termination of the Contract	2.32	<p>Without prejudice to any other rights Inverclyde Leisure may have, Inverclyde Leisure shall be at liberty to terminate the Contract forthwith in the event:</p> <p>(a) of breach or non-observance of any of these conditions by the contractor; or</p> <p>(b) if the contractor shall become bankrupt or insolvent or goes into liquidation other than for those purposes of amalgamation or reconstruction or have a receiving order made against the contractor or shall make any composition with its creditors.</p>
Data Protection.	2.33	<p>(1) Both parties will duly observe all their obligations under the data protection legislation, which arise in connection with the Contract.</p> <p>(2) For the purposes of the data protection legislation, Inverclyde Leisure and the contractor agree that Inverclyde Leisure will be the data controller and the contractor shall be the data processor of any personal data processed by the contractor on behalf of Inverclyde Leisure, of which Inverclyde Leisure is the data controller ("IL Personal Data") pursuant to the Contract. As a data processor, the contractor undertakes:</p> <p>(a) to only process the IL Personal Data strictly in accordance with the Contract, the instructions of Inverclyde Leisure from time to time and the data protection legislation;</p> <p>(b) to put in place appropriate technical and organisational measures to ensure appropriate security of the IL Personal Data and safeguard against any unauthorised and unlawful processing of, and against accidental loss or destruction of, or damage to, the IL Personal Data, all to the reasonable satisfaction of Inverclyde Leisure;</p> <p>(c) not to disclose or allow access to the IL Personal Data (other than to third parties engaged by the contractor to perform the obligations imposed on the contractor under the Contract or as otherwise permitted by the terms of the Contract, subject to the prior written approval of Inverclyde Leisure), and ensure that such third parties are subject to written contractual obligations concerning the IL Personal Data which are no</p>

less onerous than those imposed on the contractor under the Contract;

(d) to promptly comply with any request from Inverclyde Leisure to amend, transfer or delete the IL Personal Data or restrict the processing of the IL Personal Data;

(e) to assist Inverclyde Leisure with all requests which may be received from data subjects in relation to the IL Personal Data under the data protection legislation and to notify Inverclyde Leisure of any such request within two (2) working days of receipt;

(f) to provide Inverclyde Leisure with such information as Inverclyde Leisure may require to satisfy itself that the contractor is complying with its obligations under the data protection legislation;

(g) to notify Inverclyde Leisure immediately if it receives a complaint, notice or any other communication concerning the contractor's processing of the IL Personal Data;

(h) inform Inverclyde Leisure without undue delay (and in any event within two (2) hours) after becoming aware of any breach of the data protection legislation of the contractor or anyone acting on behalf of the contractor;

(i) inform Inverclyde Leisure within one (1) day of becoming aware of the IL Personal Data being lost, stolen or subjected to unauthorised access or becomes damaged, corrupted, destroyed or unusable. The contractor will promptly restore the IL Personal Data at its own expense;

(j) assist Inverclyde Leisure in ensuring compliance with the obligations under the data protection legislation within the timescales required by the data protection legislation;

(k) not to disclose the IL Personal Data to a third party in any circumstances other than at the specific request of Inverclyde Leisure or as otherwise required by law. Where the contractor is required to disclose the IL Personal Data to any person having a statutory or regulatory right to request and receive the IL Personal Data, it shall give Inverclyde Leisure notice in writing of any such requirement promptly after it becomes aware of the requirement and in any event prior to making any such disclosure (save to the extent expressly prohibited by law). Such notice to include, at a minimum, details of the IL Personal Data involved and the nature and frequency of the required disclosure, and shall allow Inverclyde Leisure to take action and/or participate in the disclosure process;

(l) to maintain appropriate records of its processing of the IL Personal Data in accordance with the data protection legislation and provide Inverclyde Leisure with access to these records upon Inverclyde Leisure giving the contractor five (5) working days' notice;

(m) to allow its data processing facilities, procedures and documentation to be submitted for scrutiny by the auditors or other representatives of Inverclyde Leisure upon Inverclyde Leisure giving the contractor seven (7) days' prior written notice in order to ascertain compliance with the data protection legislation and the terms of the Contract; and

(n) to indemnify Inverclyde Leisure fully on demand against all losses arising from any breach of the contractor, or any third party acting on the contractor's behalf, of this condition and/or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any IL Personal Data processed by the contractor or any third party acting on the contractor's behalf.

(3) For the purposes of this condition, the terms "data controller", "data processor", "processing", "personal data" and "data subject" shall each have the same meanings given to them under the data protection legislation.

Disclosure	2.34	No Official Order shall without Inverclyde Leisure's consent in writing be disclosed to any third party or used in any way for the public announcement or advertisement. The contractor will not without the written consent of Inverclyde Leisure disclose or make use of any information contained in Inverclyde Leisure's drawings or specifications (whether patentable or not) for purposes other than the execution of the Contract.
Suspension of Orders.	2.35	Inverclyde Leisure reserves the right to require the contractor to suspend deliveries and/or service provision in the event of any strike, lockout, fire, accident or stoppage of Inverclyde Leisure's business or work beyond the reasonable control of Inverclyde Leisure which prevent or hinders the use of the goods and/or services and payment shall be postponed until such times as deliveries shall be resumed.
Waiver of Conditions.	2.36	Failure by Inverclyde Leisure to insist on the contractor compliance with any of its obligations shall not be construed as a waiver or relinquishment of Inverclyde Leisure's right to insist upon strict compliance with such obligation at any other time.
Entire Agreement.	2.37	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.
No Partnership.	2.38	Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between either of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Notices	2.39	A notice given to a party under or in connection with the Contract shall be sent by pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery, to Inverclyde Leisure's address within the Tender Specification and to the contractor's address within the Tender Response or such other address as is notified to the other party from time to time and shall be deemed to be delivered at the time recorded by the delivery service.
Arbitration	2.38	All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of Inverclyde Leisure is under the Contract to be final and conclusive (and except to the extent to which special provision has been made for arbitration is made elsewhere in the Contract) shall be referred to the arbitration in Scotland of two persons (one to be appointed by Inverclyde Leisure and one by the contractor), and in case of difference of opinion between the said persons to a person to be appointed by the sheriff of North Strathclyde at Paisley.
Scots-Law	2.39	The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
The Contract	2.40	These conditions shall be binding on the contractor in full and no modification, alteration or amendment thereof shall be binding on Inverclyde Leisure or be effective against Inverclyde Leisure unless such modification, alteration or amendment has been expressly agreed to and accepted in writing by Inverclyde Leisure.