

## TRINITY HOUSE STANDARD CONDITIONS OF CONTRACT SUPPLY OF MARINE FUELS TO TRINITY HOUSE VESSELS (CP5)

These Conditions govern the supply of the Goods and may only be varied with the written approval of Trinity House. No conditions put forward by the Contractor shall form any part of the Contract unless agreed in writing.

### 1. DEFINITIONS

“**Bunker**” means the Road Tank Wagon or floating refuelling tanker used for the transport and delivery of the Goods;

“**Confidential Information**” means any information, which has been designated as confidential (whether or not it is marked as "confidential") by either party in writing or that ought to reasonably be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, Personnel and suppliers of the Contractor, including intellectual property rights.

“**Conditions**” mean the conditions contained within this document;

“**Contract**” means the agreement between Trinity House and the Contractor, for the provision of the Goods, consisting of these Conditions and the Purchase Order for the provision of the Services.

“**Contractor**” means the person, firm or company, to whom the Purchase Order has been issued;

“**Personnel**” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or any Sub-Contractor engaged in the performance of the Contract;

“**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Data Protection Officer**” take the meaning given in the GDPR 2016/679;

“**Data Breach Event**” means any event that results, or may result, in the unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“**Data Protection Impact Assessment**” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“**Data Subject Access Request**” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“**Density**” means the Density of the Goods, as tested in accordance with the Specification.

“**DPA 2018**” means the Data Protection Act 2018

“**Goods**” means the supply of Marine Gas Oil to the Specification, as stated on the Purchase Order;

“**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679)

“**Intellectual Property Rights**” means all proprietary and other rights in and to: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin; (ii) patents, inventors certificates and invention disclosures; (iii) trade secrets and other confidential or non-public business information, including ideas, formulae, compositions, inventions, discoveries and improvements, know-how, manufacturing and production processes and techniques, and research and development information (whether patentable or not); drawings, specifications, designs, plans, proposals and technical data; and financial, marketing and business data, pricing and cost. “**Law**” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

“**LED**” means the Law Enforcement Directive (Directive (EU) 2016/680);

“**Letter of Protest**” means the formal document issued by the Vessel to register a discrepancy in quality of the Goods or the method by which the Goods have been delivered, at the point and time of delivery.

“**Party or Parties**” means a Party to the contract between Trinity House and the Contractor

“**Protective Measures**” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

“**Premises**” means the location to where the Project shall be performed;

“**Purchase Order**” means the Trinity House purchase order setting out Trinity House’s requirements;

“**Specification**” means ISO8217, Version 6, dated March 2017, as amended, and any associated Trinity House specification documents, including the Purchase Order and Trinity House Specification S079.

“**Sub-Processor**” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

“**Sulphur Content**” means the percentage of Sulphur within the Goods, as tested in accordance with the Specification;

“**Trinity House**” means the Corporation of Trinity House of Deptford Strond of Trinity House, Tower Hill, London, EC3N 4DH, in its capacity as a General Lighthouse Authority;

“**Vessel**” means the sea-going ships owned, chartered or operated by Trinity House, including, but not limited to, the THV Patricia (IMO 8003632), THV Galatea (IMO 9338591) and THV Alert (IMO 9338618).

## 2. TIME OF PERFORMANCE

2.1 Time is of the essence of the Contract and failure to deliver the Goods to the Premises within the timescales stated on the Purchase Order shall be a fundamental breach of contract.

2.2 In the event of failure to deliver by the due date Trinity House may at its option release itself from any obligation to accept the Goods and/or cancel all or part of the Purchase Order, in either case without prejudice to its other rights and remedies herein.

2.3 Should the Contractor or Sub-Contractor fail to meet the delivery requirements stated in the Purchase Order, a Letter of Protest will be issued by the Vessel to Contractor or Sub-Contractor, dependent on which is attending the Vessel.

2.4 The Contractor shall provide Trinity House with such reports on progress with the Purchase Order as Trinity House may from time to time require.

## 3. VARIATION

3.1 Trinity House reserves the right by notice in writing to modify the quantity of the Goods within a reasonable time of the delivery timescales agreed with the Contractor.

3.2 Trinity House reserves the right by notice in writing to modify the Premises to which the Goods are to be delivered.

3.3 Any alteration to the price of the Contract as a result shall be agreed in writing between Trinity House and the Contractor prior to delivery.

#### **4. STATUS OF CONTRACTOR**

4.1 The relationship between the Contractor and Trinity House shall be deemed for all purposes to be that of an independent contractor.

4.2 In carrying out the Contract the Contractor shall be acting as principal and not as agent of Trinity House. Accordingly:

(a) the Contractor shall not (and procure that his servants and agents do not) say or do anything that might lead any other person to believe that the Contractor is acting as agent of Trinity House;

(b) nothing in this Contract shall impose any liability on Trinity House in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of Trinity House to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of Trinity House, its staff or agents.

#### **5. SUB-CONTRACTING**

5.1 The Contractor shall not sub-contract any of his duties or responsibilities under this Contract without the prior written consent of Trinity House.

5.2 Sub-contracting shall not relieve the Contractor of any obligation or duty attributable to him under this Contract.

5.3 Where Trinity House consents to the placing of sub-contracts, a copy of each sub-contract shall be sent by the Contractor to Trinity House immediately as it is issued.

#### **6. QUALITY & FITNESS FOR PURPOSE**

6.1 Goods shall be of satisfactory quality and free from contamination.

6.2 Goods shall conform to ISO8217, as from time to time amended, and Trinity House Specification document S079, and in all respects to any particulars specified in the Purchase Order or any variation thereto.

6.3 The Contractor shall demonstrate the Density and Sulphur content of the Goods upon delivery, with appropriate information included in the delivery documentation.

6.4 Should the Goods fail to meet the required levels of quality, a Letter of Protest will be issued by the Vessel to Contractor or Sub-Contractor, dependent on which is attending the Vessel.

#### **7. DELIVERY**

7.1 Goods shall be delivered to the place agreed with the Contractor and named on the Purchase Order. Any access to Premises and any labour and equipment that may be provided by Trinity House in connection with delivery shall be provided without acceptance by Trinity House of any liability whatsoever.

7.2 Where any access to the Premises is necessary in connection with delivery, the Contractor and Sub-contractors shall at all times comply with the reasonable requirements of Trinity House.

#### **8. PROPERTY & RISK**

Property and risk shall without prejudice to any other rights or remedies of Trinity House herein contained remain with the Contractor until delivery to the Premises and the acceptance of the Goods by Trinity House.

#### **9. LOSS OR DAMAGE IN TRANSIT**

9.1 The Contractor shall confirm in writing to Trinity House the date and time for delivery. The Contractor shall, free of charge, replace such of the Goods as may either: be damaged in transit or having been placed in transit fail to be delivered to Trinity House.

9.2 Should Goods be deemed unacceptable following transit to Trinity House, a Letter of Protest will be issued by the Vessel to Contractor or Sub-Contractor, dependent on which is attending the Vessel.

## **10. LABELLING & PACKING**

10.1 Goods shall be marked in a proper manner and in accordance with Trinity House instructions and any statutory requirements. All delivery documentation shall be marked with the Purchase Order number, the quantity of Goods and the levels of evidenced Sulphur Content and Density.

10.2 The Contractor shall make available the Material Safety Data sheets, and all other relevant technical documentation, upon request from Trinity House and/or the Vessel to which the Goods have been delivered.

10.3 All requirements for prominent and adequate warnings signage, in accordance with current legislation, shall be observed and it is the responsibility of the Contractor to ensure compliance with all guidance and regulations published by the Health and Safety Executive.

## **11. INSPECTION, REJECTION & GUARANTEE**

11.1 Prior to delivery and acceptance of the Goods, the Contractor shall permit Trinity House or its authorised representatives to make all necessary inspections and tests it may reasonably require.

11.2 The Contractor shall confirm the source of the Goods and confirm in writing the number of production batches and manufacturers from whom the Goods have been sourced.

11.3 The Contractor shall make available sample bottles for the extraction of samples for inspection and testing. Trinity House reserves the right to extract samples for the following:

- a) For each production batch supplied by the Contractor;
- b) From each tank and/or compartment on the Bunker.

11.4 No approval given during or after such tests or inspections shall constitute a waiver by Trinity House of any rights or remedies in respect of the Goods.

11.5 Trinity House may, by issue of a Letter of Protest to the Contractor and reject any of the Goods that fail to meet the requirements specified by Trinity House in the Purchase Order. If Trinity House shall reject any of the Goods pursuant to this Condition, Trinity House shall be entitled (without prejudice to other rights and remedies) either:

- (a) to have the Goods concerned replaced by the Contractor with Goods which comply in all respects with the requirements specified herein and in the relevant Purchase Order, all at no further cost to Trinity House. Replacement shall be in a timely manner, as agreed between Trinity House (or Vessel) and the Contractor; or
- (b) to cancel the Contract, or part-quantities thereof.

11.6 If Trinity House shall within 30 days of the Letter of Protest thereafter give notice in writing to the Contractor of any defect in the Goods, the Contractor shall (without prejudice to any other rights and remedies which Trinity House may have) as quickly as possible remedy such defects (whether by replacement or by refunding of the cost of the defective Goods).

11.7 Should the supply of Goods supplied to the Contractor result in additional damage to plant and equipment owned or operated by Trinity House, the Contractor shall be liable for the costs of rectification of said equipment, including but not limited to the engines aboard the Vessels.

## **12. PRICE & PAYMENT**

12.1 The price of the Services shall be as stated on the Purchase Order and may only be varied with the prior written agreement of Trinity House at its absolute discretion.

12.2 Unless otherwise agreed in writing by Trinity House, payment will be made within 30 days of receipt of the Services or the correct invoice therefor, whichever is the later. Should an invoice be subject to challenge, due to the issue of a Letter of Protest, the timescales of this Clause may be subject to extension without penalty to Trinity House.

12.3 Save where provided to the contrary, all sums payable by any party to any other party pursuant to this Agreement shall be deemed to be exclusive of any Value Added Tax which is chargeable on the supply or supplies for which such sums are the whole or part of the consideration for Value Added Tax purposes.

### **13. AUDIT**

The Contractor shall keep and maintain until two years after completion of the Contract records to the satisfaction of Trinity House of all expenditures, which are reimbursable by Trinity House, and of the hours worked and costs incurred by the Contractor or in connection with any employees of the Contractor paid for by Trinity House on a time charge basis. The Contractor shall on request afford Trinity House such access to those records as required by Trinity House in connection with the Contract.

### **14. HEALTH, SAFETY AND THE ENVIRONMENT**

14.1 The Contractor shall demonstrate that appropriate procedures are established at the Contractor, and Subcontractors, to ensure all relevant Health and Safety legislation requirements (and best practice) for the delivery of the Goods are met.

14.2 The Contractor and Subcontractors shall supply the Goods in such ways as to eliminate risk of harm to the environment and to comply with all relevant environmental laws.

14.3 While on property owned or occupied by Trinity House, the Contractor and Subcontractors shall comply, and ensure that its officers, employees, servants and/or agents comply, with all relevant health and safety and environmental laws and all other requirements of Trinity House in respect of health, safety and the environment, including (where applicable) the health, safety and environmental policies of Trinity House, which Trinity House will provide to the Contractor on request.

14.4 The Contractor shall ensure that all necessary tests and examination of the Goods are made prior to delivery to ensure that they comply with all health and safety legislation.

### **15. DATA PROTECTION**

15.1 The Parties acknowledge that for the purposes of the Contract, Trinity House is the Controller and the Contractor is the Processor of Personal Data.

15.2 The Parties agree to comply with all applicable data protection laws, including the DPA 2018 and the GDPR. Annex A sets out the details for processing, Personal Data and Data Subjects during the supply of Services.

15.3 The Contractor shall if deemed necessary, provide all reasonable assistance to Trinity House in the preparation and completion of a Data Protection Impact Assessment.

15.4 The Contractor and its Personnel shall:

- (a) process Personal Data in accordance with the Contract and any requirements dictated by law only;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by Trinity House as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and

- (iv) cost of implementing any measures;
- (c) ensure that it takes all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and ensure that they are aware of and comply with the Contractor's duties under this clause and are subject to appropriate confidentiality undertakings accordingly.
- (d) not transfer Personal Data outside of the EU unless the Contractor has obtained the prior written consent of Trinity House and has entered into a separate agreement governing the transfer of such data.
- (e) delete or return Personal Data (and any copies of it) to Trinity House on termination of the Contract unless the Contractor is required to retain the Personal Data by law.

15.5 Subject to clause 15.6, the Contractor shall immediately notify and provide Trinity House with reasonable assistance if it:

- (a) receives a Data Subject Access Request;
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's data obligations;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

15.6 The Contractor's obligation to notify under clause 17.5 shall include the provision of further information to Trinity House in phases, as details become available.

15.7 The Contractor shall maintain complete and accurate records to demonstrate its compliance with this clause.

15.8 The Contractor shall allow Trinity House or its chosen auditor to complete an audit of its records to assess compliance with the data obligations within this clause.

15.9 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

- (a) obtain the written consent of Trinity House;
- (b) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (c) provide Trinity House with such information regarding the Sub-processor as Trinity House may reasonably require.

15.10 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

## **16. INDUCEMENTS & REWARDS**

The Contractor shall not offer or give or agree to give, to any employee or representative of Trinity House any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with Trinity House or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Contractor is drawn to the criminal offences created by the Bribery Act 2010.

## **17. INDEMNITY & INSURANCE**

17.1 The Contractor shall indemnify Trinity House, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against Trinity House, its servants or agents in respect of any loss or damage or personal injury (including death) which arises out of or in connection with this Contract.

17.2 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Contractor (in respect of which the indemnity in Condition 17.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of Trinity House, or any its servants or agents); the indemnity contained in Condition 17.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of Trinity House, its servants or agents.

17.3 The Contractor shall have in force and shall require any sub-contractor to have in force:

(a) employer's liability insurance in accordance with any legal requirements for the time being in force, and

(b) public and professional liability insurances for such sum and range of cover as the Contractor deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £10,000,000 for any one incident and unlimited in total, unless otherwise agreed by Trinity House in writing.

17.4 The policy or policies of insurance referred to in Condition 17.3 shall be shown to Trinity House whenever requested, together with satisfactory evidence of payment of premiums.

## **18. INTELLECTUAL PROPERTY RIGHTS**

18.1 All intellectual property rights of any description (including but not limited to patents, design rights (registered or unregistered), database rights, copyrights, trademarks, and know-how) in any data, designs, documents, drawings, inventions, reports, results, software or other materials generated by the Contractor or its sub-contractors in performance of the Contract shall vest in and be the property of Trinity House.

18.2 On termination of the Contract or at any time so requested by Trinity House, the Contractor shall deliver up to Trinity House any data, designs, documents, drawings, inventions, reports, results, software or other materials in the Contractor's possession, custody or control generated by the Contractor or its sub-contractors in performance of the Contract.

18.3 Where the Contractor uses existing intellectual property of which he is the owner in performance of the Contract he hereby grants Trinity House a royalty-free irrevocable licence to use the same and shall notify Trinity House in writing of all such rights. The Contractor shall indemnify Trinity House against all losses, costs and expenses, including legal fees on an indemnity basis, incurred by Trinity House in using such rights.

18.4 The Contractor shall indemnify Trinity House against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities arising from or incurred by the use of the Contractor, in the performance of the Contract, or the use by Trinity House following delivery by the Contractor, of any material which involves any infringement or alleged infringement of the intellectual property rights of a third party.

18.5 The Contractor will not use the name of Trinity House or any other name, mark, device or logo identifying or associated with Trinity House without first obtaining the written approval of Trinity House.

18.6 The provisions of this Condition 18 shall apply during the continuance of this Contract and after its termination howsoever arising.

## **19. FORCE MAJEURE**

19.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances which could not have been contemplated and which are beyond the party's reasonable control. Industrial disputes and failures by sub-contractors are not force majeure hereunder.

19.2 If the period of delay or non-performance arising out of the force majeure circumstances continue for 90 days, the affected Party may terminate the Contract by providing written notice to the other Party.

## **20. INSOLVENCY**

If the Contractor becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purpose of reconstruction), Trinity House may, without prejudice to any other of its rights, terminate the Contract forthwith by notice to the Contractor or any other person in whom the contract may have become vested.

## **21. RECOVERY OF SUMS DUE**

Wherever under this Contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or contract with Trinity House.

## **22. EQUALITY**

The Contractor shall comply and shall procure that all servants, employees or agents of the Contractor and all Sub-Contractors comply with the Equality Act 2010 and all other relevant equality laws for the time being in force and any policies and procedures established by Trinity House in respect of, and to ensure compliance, with such equality laws.

## **23. FREEDOM OF INFORMATION**

The Contractor acknowledges that whilst Trinity House is not designated as a public authority pursuant to the Freedom of Information Act 2000 ("FOIA"), Trinity House has elected to act within the spirit of the FOIA where appropriate, and as such will provide such information as requested, with the exception of information which would be exempt from disclosure in accordance with the provisions of the FOIA.

## **24. CONFIDENTIALITY**

24.1 The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of confidentiality and then only to the extent necessary for the performance of the sub-contract) all information given by Trinity House in connection with the Contract or which becomes known to the Contractor through performance of the Contract ("Confidential Information").

24.2 The parties acknowledge that, except for any information which would be exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. Trinity House shall be responsible for determining in its absolute discretion whether any of the content of the Contract would be exempt from disclosure in accordance with the provisions of the FOIA.

24.3 Trinity House may be required to publish the Contract to the general public. Notwithstanding any other term or Condition of the Contract, the Contractor hereby gives his consent for Trinity House to publish the Contract in its entirety, (but with any information which would be exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

24.4 The provision of this Condition 24 shall apply during the continuance of this Contract and after its termination howsoever arising.



## **25. PREVENTION OF FRAUD**

25.1 The Contractor shall take all reasonable steps in regard to itself and its Personnel to prevent the occurrence of fraudulent activity.

25.2 The Contractor shall notify Trinity House immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Contractor or any of its Personnel to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

25.3 If the Contractor or its Personnel breaches any of its obligations under Clause 27 or commits any fraud in relation to the Contract or any other contract with Trinity House, Trinity House may recover in full from the Contractor, and the Contractor shall on demand indemnify Trinity House, in full against any and all losses sustained by Trinity House in consequence of the relevant breach or commission of fraud, including the cost reasonably incurred by Trinity House of making other arrangements for the supply of the Goods and/or Services.

## **26. DISPUTE RESOLUTION**

26.1 If any dispute arises between Trinity House and the Contractor in relation to the Contract, the Parties shall in good faith attempt to negotiate a settlement.

26.2 If the dispute is not resolved between Trinity House and the Contractor pursuant to Clause 26.1 within 60 days of a dispute being notified in writing to the other Party then, if the Parties agree, the dispute may be referred to a mediator as follows:

26.2.1 The mediator will be appointed by agreement of the Parties. In the event of a failure to agree within 14 days of a proposal by one Party, the mediator will be appointed by the Centre for Effective Dispute Resolution (CEDR).

26.2.2 Within 14 days of the appointment of the mediator the Parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations.

26.2.3 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

26.2.4 If the Parties reach agreement on the resolution of the dispute during mediation the agreement will be reduced to writing and once signed by the Parties shall be binding on them.

26.3 Should the mediation fail, in whole or in part, any Party may upon giving written notice refer the referred dispute to the arbitration of two persons one to be appointed by Trinity House and one by the Contractor, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The seat, or legal place, of the arbitration shall be England. The arbitration shall take place in London, England. All arbitration proceedings shall be conducted in the English language. This arbitration agreement shall be governed by English law.

## **27. TERMINATION AND DEFAULT BY CONTRACTOR**

27.1 If the Contractor becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purpose of reconstruction), the Contractor shall notify Trinity House in writing immediately. Trinity House may, without prejudice to any other of its rights, terminate the Contract forthwith by notice to the Contractor or any other person in whom the Contract may have become vested.

27.2 If the Contractor commits a breach of the Contract and fails within 24 hours of notice from Trinity House to take such steps as may be necessary to remedy such breach, Trinity House may, without prejudice to any of its other rights terminate the Contract forthwith by notice to the Contractor.

## **28. NOTICES**

28.1 Any notice given under or pursuant to the Contract shall be sent to the address of Trinity House or the Contractor given on the Purchase Order, or to such other address as the parties advise the other by notice. Notices may be served personally or by post or by prepaid registered or recorded delivery post or transmitted by facsimile transmission or email resulting in the receipt of a written communication in permanent form. Letters shall be deemed served 48 hours after posting and other means of transmission shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

28.2 Should any criteria for the rejection or non-acceptance of the Goods apply, a Letter of Protest shall be issued by the Master of the Vessel directly to the attending Contractor or Sub-Contractor.

## **29. WAIVER**

No delay or omission by Trinity House in exercising any of its rights or remedies under this Contract or under any applicable law shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

## **30. SEVERANCE**

In the event that any provision of this Contract shall be void and unenforceable by reason of any provision or applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect.

## **31. HEADINGS**

The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

## **32. GOVERNING LAW**

These Conditions shall be subject to and interpreted in accordance with English law