

6. The Contract (Rights of Parties) Act 1999

6.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

7. Force Majeure

7.1 No party shall be considered in breach of its obligations under this Agreement or responsible for any delay in carrying out such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not) emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest or any other unforeseen occurrence. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months either Party may terminate this Agreement by written notice to the other Party.

8. Law and Jurisdiction


8.1 This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement

IN WITNESS whereof the Parties have entered into this Agreement by signature of their respective duly authorised representatives, the day and year first written above.

Signed by a duly authorised officer for and on behalf of Botus Fleming Parish Council.


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Christopher Cook
Parish Clerk & Responsible Financial Officer

Date 24.3.21


.....
Nick Brown
BMS Landscaping

Date 26/3/21

Christopher Cook – Parish Clerk & Responsible Financial Officer

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