





Policy and shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

30.2 The Supplier shall maintain a complete set of records to trace the supply chain of all Goods provided to Balfour Beatty in connection with this Agreement; and implement annual supplier and subcontractor audits, either directly or through a third party auditor to monitor compliance with the Anti-slavery Policy, the first of which shall be completed by within 3(three) months of the anniversary of this Agreement. The Supplier shall represent the results of such audits to Balfour Beatty and its nominated representatives on request by Balfour Beatty and shall co-operate with requests from Balfour Beatty to carry out its own audit on compliance with the provisions set out under this Clause 30 on reasonable prior written notice.

30.3 Notwithstanding any other provision of this Agreement, if Balfour Beatty becomes aware of what it determines in good faith to be a breach of this Clause 30, Balfour Beatty is entitled to terminate this Agreement, and any other agreement between the parties, with immediate effect. In the event of such termination, Balfour Beatty shall have no liability to the Supplier under this Agreement for any fees, reimbursements or other compensation or for any other loss, cost, claim or damage resulting, directly or indirectly, from such termination.

### **31 DISPUTE RESOLUTION**

31.1 This Clause 31 shall only apply where the Services are "construction operations" as defined in Section 105 of the Housing Grants, Construction and Regeneration Act 1998 (as amended from time to time) ("the Act"). In that event, should any dispute or difference arise under this Agreement between the parties hereto, either party shall have the right at any time to refer that dispute or difference to adjudication in accordance with the Scheme for Construction Contracts Regulations (Scotland ) or (England and Wales ) 1998. The Adjudicator Nominating Body shall be The Royal Institute of Chartered Surveyors. In the event of a dispute in relation to any other matter arising under this Agreement (not "construction operations"), the terms of Clauses 32.2 and 32.3 prevail.

### **32 GOVERNING LAW AND JURISDICTION**

32.1 Where the entity named as Balfour Beatty in the Purchase Order has its corporate registered office or place of business in Scotland Clause 32.2 shall apply in relation to governing law and jurisdiction. In all other circumstances, Clause 32.3 shall apply in relation to governing law and jurisdiction.

32.2 Subject to and where applicable pursuant to Clause 32.1, this Agreement (and any non-contractual obligations arising in connection with it) shall be governed by and interpreted in accordance with Scots law and the courts of Scotland shall have exclusive jurisdiction to settle any disputes (including disputes in relation to non-contractual obligations) arising out of or in connection with this Agreement and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

32.3 Subject to and where applicable pursuant to Clause 32.1, this Agreement (and any non-contractual obligations arising in connection with it) shall be governed by and interpreted in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any disputes (including disputes in relation to non-contractual obligations) arising out of or in connection with this Agreement and the parties hereby submit to the exclusive jurisdiction of the English courts.