

CONTRACT under the WOODLAND CARBON GUARANTEE SCHEME for the supply of WOODLAND CARBON UNITS

between

<Name, address and any designation> **(the Seller)**

and

The Secretary Of State for the Department for the Environment, Food and Rural Affairs acting through the Forestry Commission and having a place of business at 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ **(the Purchaser)**.

1. The Purchaser agrees to purchase the Goods from the Seller in accordance with and subject to the provisions of this Contract.
2. The Contract **Commencement Date** shall be <insert date>.
3. The Contract **Expiry Date** will be 31st March 2056.
4. The Contract consists of this document and the Schedules annexed, which are deemed to be incorporated into and form part of this Contract.
5. In the case of any ambiguity, inconsistency, uncertainty or conflict arising the following order of precedence shall apply in relation to the Schedules:
 - a. Schedule 1: Description of Goods
 - b. Schedule 2: Terms and Conditions
6. The Contract shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
7. This Contract, which consists of this and attached two Schedules, is signed as follows:

Signed for and on behalf of The Purchaser

Date:

Authorised Signatory: _____

Full Name: _____

Signed for and on behalf of the Seller

Date:

Authorised Signatory: _____

Full Name: _____

Schedule 1: Description of Goods

- The Purchaser agrees to purchase Woodland Carbon Units (the Goods) produced by the Seller from the Woodland.

The Woodland Carbon Units (WCUs)

- The maximum number of WCUs that may be supplied for each Supply Period under this Contract are:

Years since Start Date	Vintage Start Date	Vintage End Date	Supply Period (Financial Year)	Number of WCU in Vintage	WCU Reference Numbers
5					
10					
15					
20					
25					
30					
2055/56					
Total					

Purchase Price

- The purchase price for the WCUs is <XX.XX> (£ Sterling) per WCU¹.

Woodland Carbon Code (WCC) Project Start Date

- The WCC project start date is: <date>.

The Woodland

- The WCUs supplied and purchased under this Contract will only come from the Woodland:

<Project Name - taken from the application form>

located at

<Location including OS grid reference>

and managed under the Woodland Carbon Code as project number <WCC Project/Group ID>.

¹ See Schedule 2 clause 133 regarding the index-linking of the Purchase Price

Schedule 2: Terms and Conditions

Definitions and Interpretation

1. In these Conditions the following expressions shall have the meanings set out opposite them unless the context requires otherwise:

Eligibility Requirements: means all of the following:

- a) the Woodland is registered and managed under the Woodland Carbon Code;
- b) the Woodland is managed in accordance with the UK Forestry Standard;
- c) the Land is not covered by a statutory requirement to establish or restock woodland;
- d) the Land is entirely within the boundaries of England;
- e) the applicant has management control for the length of the agreement and has an application countersigned by the owner of the Land; and
- f) the Land is not owned by public bodies

Financial Year: the annual period commencing 6th April and ending on 5th April over which Budget estimates are made by the British Government and which functions as the income-tax year.

Land: the land on which the Woodland is situated.

Pending Issuance Unit (PIU): a measure of the quantity of potential future sequestration from a WCC project expressed in tonnes of carbon dioxide (CO₂).

Project without Grant Support: projects that must not receive government grant funding for planting, establishment, and maintenance of the woodland.

Scheme: the Woodland Carbon Guarantee, which is managed by the Forestry Commission.

Supply Period: the financial year(s) in which the Purchaser is willing to purchase WCUs from the supplier.

The Woodland: the woodland from which the WCUs will be supplied as set out in Schedule 1 of this Contract.

UK Forestry Standard (UKFS): the reference standard for sustainable forest management across the UK: <https://www.gov.uk/government/publications/the-uk-forestry-standard>.

UK Woodland Carbon Registry: The public registry of WCC projects, carbon units and ownership.

Validation: The initial assessment of a project against the standards of the Woodland Carbon Code, undertaken by a certification body accredited by the UK Accreditation Service.

Verification: The ongoing assessment of a project against the standards of the Woodland Carbon Code (WCC), undertaken by a certification body accredited by the UK Accreditation Service to assess against the WCC. Verification assesses the carbon sequestration that has actually occurred as well as continuing sustainable forest management.

Vintage: The time period in which WCUs are delivered. For the Woodland Carbon Code, the delivery of carbon is predicted and verified in five or ten-yearly blocks, for example 2017–2027, each time period is known as a vintage.

WCC Buffer: A shared carbon pool of 'unclaimed carbon' to cover unavoidable potential losses which may occur from the project over time, thus ensuring the permanence of verified Woodland Carbon Units. The unit type for buffer credits is 'PIU Reserve' or 'WCU Reserve'.

WCC Project Start Date: The project start date is the last day of planting, or for natural regeneration, five years after the WCC project implementation date. For a project with a combination of planting and natural regeneration, the project start date will be the latest of the two dates. For groups of projects validated together, the group start date is the latest start date of the constituent projects. See <https://woodlandcarboncode.org.uk/standard-and-guidance/1-eligibility/1-1-key-project-dates>.

Woodland Carbon Code (WCC): the voluntary standard for UK woodland carbon projects as defined at <https://woodlandcarboncode.org.uk/standard-and-guidance>.

Woodland Carbon Unit (WCU): a unit of woodland carbon—equivalent to one tonne of CO₂—as defined under the Woodland Carbon Code.

Working Day: any day other than a Saturday, a Sunday or a public holiday in England.

2. References to clauses are to the clauses of this Contract. Clause headings shall not affect the interpretation of this Contract.
3. The parties to this Contract are the Purchaser and the Seller, each a Party and together referred to as the Parties. This Contract may be managed and administered on the Purchaser's behalf by the Forestry Commission or another public body appointed by the Purchaser.
4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to other genders.
6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
7. A reference to a public body includes a reference to any successor of that public body.
8. Any words following the terms 'including', 'include', 'in particular' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the applicability of the clause(s).

General

9. This Contract shall commence on the Commencement Date and, subject to any earlier termination in accordance with clause 50, it shall continue to remain in force until the Expiry Date.
10. The Seller agrees to manage the Woodland in accordance with the UKFS and the WCC for the duration of the Contract. In particular this includes, but is not limited to, the Validation of the Woodland and the Woodland meeting the Additionality requirements (prior to the signing of this Contract), the ongoing Verification of the Woodland for the duration of this Contract, all as defined and operated under the WCC. Failure to manage the Woodland in accordance with the UKFS and WCC will result in the termination of the Contract in accordance with clause 50.
11. Where the Seller has entered the auction and received a Contract through the auction category Project without Grant Support the woodland must not be planted, established, or maintained using government grant support. Failure to adhere to this requirement will result in the termination of the Contract in accordance with clause 50.

Units, Price and Variation

12. The Purchaser agrees to buy the WCUs at the Purchase Price and Supply Periods as set out in Schedule 1. The WCUs covered by the Contract only includes those that have been verified and are eligible for sale and have been offered to the Purchaser in accordance with clauses 19, 20 and 21 for sale by the Seller under the WCC; this is the net Claimable Carbon Sequestration (tCO₂e) for each Vintage and excludes any WCUs that are required to be contributed towards the WCC Buffer.
13. The Purchase Price will be index-linked on an annual basis based on the Consumer Price Index 12-month rate in April of each year as published by the [Office of National Statistics](#)². The index-linking for each vintage will be from the WCC Project Start Date through to no later than the 31st March at the end of the financial year of the relevant Supply Period as set out in Schedule 1, or the date of verification for the vintage, whichever is the sooner.
14. The maximum number of WCUs supplied at each vintage under this Contract cannot exceed those set out in Schedule 1 except where specifically agreed upon in writing by the Purchaser. If the number of WCUs verified at each vintage under this Contract is less than 80% of the corresponding number set out in schedule 1, and the reason for this is not provided for by the terms of use of the WCC buffer, the Purchaser reserves the right to terminate the Contract.

Costs

15. The Seller is responsible for meeting all costs associated with the ongoing management of the Woodland including its validation, monitoring and verification under the WCC and any costs of representing the WCUs in the UK Woodland Carbon Registry.

Sale and Payment

Option to Sell

16. It is the Seller's responsibility to ensure that the Woodland is verified under the WCC and the number of WCUs issued is recorded in the UK Woodland Carbon Registry in order to allow sufficient time for the WCUs to be sold to the Purchaser within the relevant Supply Period as set out in Schedule 1.
17. The Seller is under no obligation to sell any WCUs covered under this Contract to the Purchaser and the Seller may at their option sell the WCUs to a Third Party who is not a party to this Contract. The Seller can choose whether or not to sell each vintage of WCUs to the Purchaser.
18. In the event that the Seller wishes to exercise the option to sell WCUs to the Purchaser under this Contract, then the Purchaser undertakes to purchase the WCUs subject to the terms and conditions of this Contract.

Supply Periods

19. It is the Seller's responsibility to notify the Purchaser in writing no later than three months prior to the end of each Supply Period to confirm whether he wishes to sell the relevant vintage of WCUs in accordance with Schedule 1 to the Purchaser under this Contract. Failure to notify the Purchaser within this period will result in the loss of the option to sell the relevant vintage of WCUs to the Purchaser.

² <https://www.ons.gov.uk/economy/inflationandpriceindices/bulletins/consumerpriceinflation/previousReleases>

20. Where the Seller can demonstrate to the Purchaser's satisfaction that there are extenuating circumstances to delay the verification process and a Verification Extension Approval is granted under the WCC then, subject to the price constraint set out in clause 3, the Purchaser will be willing to purchase WCUs up to twelve months after the end of a Supply Period. Any request for late supply must be made in writing no less than three months prior to the current end of the relevant Supply Period as set out in Schedule 1.
21. Notwithstanding clauses 19-20 above, all requests to sell WCUs under this Contract must be submitted to the Purchaser by no later than 31st December 2055 with the final date for payment being no later than 31st March 2056.

Payment

22. Payment will be made within 30 days of receipt and agreement of invoices for sums due. The Purchaser reserves the right to withhold payment where it has reasonable grounds to believe that the Seller is in breach of the terms and conditions of this Contract.

Repayment on Termination

23. Where the Contract is terminated in accordance with clause 50, the Seller will be liable to repay all payments made by the Purchaser to the Seller under this contract after the date on which the cause for termination arose. If any sum becomes repayable under the Contract, it shall be treated as a debt owing by the Seller to the Purchaser until such time as the outstanding amount is repaid. A recovery order will be issued to the Seller specifying the amount to be repaid and the date by which repayment must be made.
24. If the Seller fails to make a repayment required under clause 23 within 60 days of the date of the relevant recovery order, the Purchaser reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.
25. Where any sum is repayable under clause 23 and the Seller has failed to repay the outstanding amount within the period specified in the recovery order, the Purchaser reserves the right, at its absolute discretion, to deduct the outstanding debt from future payments due to the Seller under this Contract and/or any other agreement or contract the Purchaser may have with the Seller.

Eligibility Requirements

26. The Seller, having demonstrated that they meet the Eligibility Requirements through the WCC validation and application process, is required to continue to meet the Eligibility Requirements for the duration of this Contract.

Novation

27. The Purchaser will consider a request by the Seller to novate the Seller's rights and obligations under this Contract to a Third Party. Before agreeing to a novation, the Purchaser will require evidence to its satisfaction from the Seller that the Third Party meets the Eligibility Requirements, and will continue to manage the Woodland in accordance with the terms and conditions of this Contract. In the event that adequate evidence is not provided to the satisfaction of the Purchaser, the Purchaser may not consent to the novation and this may result in the Purchaser terminating the Contract in accordance with clause 50. For the avoidance of doubt, the circumstances where a novation will not be agreed include (without limitation) where the Woodland is sold as multiple separate lots to different Third Parties and where, in the Purchaser's opinion, this is likely to result in the Woodland as a whole not being managed in accordance with the terms and conditions of this Contract, including compliance with the Eligibility Requirements.

Assignment of Rights

28. The Seller may assign to a single third party (the **Assignee**) the right to receive payment of the Price or any part thereof due to the Seller. Any assignment under this clause, shall be subject to:
- a. the prior written agreement of the Purchaser;
 - b. the prior transfer of the ownership of the corresponding WCUs and/or PIUs from the Seller to the Assignee - this transfer of ownership being reflected in the WCC Registry;
 - c. a reduction of any sums in respect of which the Purchaser exercises its right of recovery under clauses 23-255 (*Repayment on Breach of Contract*); and
 - d. all related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid.
29. If the Seller enters into any assignment in connection with the Contract it shall:
- a. Comply with all relevant WCC Guidance³;
 - b. remain responsible to the Purchaser for the performance of its obligations under the Contract;
 - c. be responsible for the acts and/or omissions of its assignee as though they are its own;
 - d. impose obligations on its assignees in the same terms as those imposed on it pursuant to the Contract and shall procure that the assignee complies with such terms;
 - e. ensure that its assignee retains all records relating to the Goods for at least six years from the date of their creation and make them available to the Purchaser on request. If any assignee does not allow the Purchaser access to the records then the Purchaser shall have no obligation to pay any claim or invoice made by the Seller.

Access to Documents and Information

30. The Seller shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by the Purchaser or any other UK public body in connection with this Contract, including for the purposes of discussing, monitoring or evaluating the fulfilment of the terms and conditions.
31. The Seller shall ensure that its employees and representatives will make themselves available to the Purchaser for the purposes of reasonable consultation and advice relating to the contract and, at the expense of the Seller, attend meetings with representatives of the Purchaser as may be reasonably necessary for the performance of the Contract.

Site Visits

32. The Purchaser (or its authorised representatives) shall be entitled to inspect the Woodland at reasonable times and on reasonable notice, throughout the duration of the Contract for the purpose of ensuring that the Terms and Conditions of this Contract have been complied with.

Data and Information

33. The parties shall comply with all relevant UK and EU data protection legislation in delivering their obligations under the Contract.

³ <https://www.woodlandcarboncode.org.uk/standard-and-guidance/2-project-governance/2-6-registry-and-avoidance-of-double-counting#whathappens>

34. The Seller acknowledges that the Purchaser is subject to the requirements of the Data Protection Act 2018 and General Data Protection Regulation 2016/679, the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR), collectively referred to as the "**Information Regulations**".
35. The Seller agrees to provide all necessary assistance and cooperation which is reasonably requested by the Purchaser for the purposes of complying with its obligations under the Information Regulations. If the Seller is required to supply information pursuant to an Information Regulations request, he shall supply all such information which is within his possession or control within five Working Days (or such other period as the Purchaser shall reasonably require).
36. If the Seller receives an Information Regulations request from a member of the public, he shall not respond to the request but shall forward the request to the Purchaser within two Working Days of receipt.
37. The Purchaser shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions in the Information Regulations.
38. The Seller agrees that any personal information (within the meaning of the Data Protection Act 2018) that it holds regarding the Seller, its employees, contractors or agents may be shared within other UK Public Bodies as is reasonably required for the management of this Contract.

Liability and Indemnity

39. Neither Party limits its liability for:
- a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - d. any liability to the extent it cannot be limited or excluded by Law.
40. Subject to clause 412, the Seller shall indemnify the Purchaser and keep the Purchaser indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Goods or the performance or non-performance by the Seller of its obligations under the Contract, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Seller, or any other loss which is caused directly by any act or omission of the Seller.
41. Subject to clause 38 the Seller's aggregate liability in respect of the Contract shall not exceed [insert sum].
42. The Seller shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Purchaser or by breach by the Purchaser of its obligations under the Contract.
43. Unless otherwise specified by the Purchaser, the Seller shall, with effect from the Commencement Date for such period as necessary to enable the Seller to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Seller, arising out of the Seller's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

44. The Purchaser may recover from the Seller the following losses incurred by the Purchaser to the extent they arise as a result of a Default by the Seller:
- a. any additional operational and/or administrative costs and expenses incurred by the Purchaser, including costs relating to time spent by or on behalf of the Purchaser in dealing with the consequences of the Default;
 - b. any wasted expenditure or charges;
 - c. any compensation or interest paid to a third party by the Purchaser; and
 - d. any fine or penalty incurred by the Purchaser pursuant to Law and any costs incurred by the Purchaser in defending any proceedings which result in such fine or penalty.
45. Subject to clause 39 neither Party shall be liable to the other for any:
- a. loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect);
 - b. indirect, special or consequential loss.

Warranty

46. The Seller warrants and represents on the Commencement Date and for the Contract Period that:
- a. he has full capacity and authority and all necessary consents to enter into and perform the Contract;
 - b. in entering into the Contract he has not committed any fraud;
 - c. as at the Commencement Date, all information contained in the application or other documentation or submission made by the Seller to the Purchaser remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract and in addition, that he will advise the Purchaser of any fact, matter or circumstance of which he may become aware which would render such information to be false or misleading;
 - d. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of his knowledge and belief, pending or threatened against him or any of his assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
 - e. he is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform his obligations under the Contract.

Prevention of Corruption and Fraud

47. The Seller shall act in accordance with the provisions of the Bribery Act 2010.
48. The Seller shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Staff and the Seller (including any shareholders, members, directors or subsidiary) in connection with the receipt of money from the Purchaser.
49. The Seller shall notify the Purchaser immediately, at any time during the term, if it has reason to suspect that fraud has occurred, is occurring or is likely to occur.

Termination

50. Without prejudice to any other right or remedy it might have, the Purchaser may terminate the Contract by written notice to the Seller with immediate effect if the Contract is found to be unlawful state aid, or the Seller:
- i. (without prejudice to clause 50(iv), is in material breach of any obligation under the Contract which is not capable of remedy, including failing to meet any of the Eligibility Requirements;
 - ii. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Seller receiving notice specifying the breach and requiring it to be remedied;
 - iii. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - iv. breaches any of the provisions of clauses 33 to 38 (Data and Information); 46 (Warranty); and 47 to 49 (Prevention of Corruption and Fraud);
 - v. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Seller (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Seller's assets or business, or if the Seller makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 50(v)) in consequence of debt in any jurisdiction;
 - vi. fails to comply with legal obligations in the fields of environmental, social or labour law.
51. The Seller shall notify the Purchaser as soon as practicable of any change of control as referred to in clause 50(iii) or any potential such change of control.
52. The Purchaser reserves the right to terminate the Contract on written notice to the Seller in any one or more of the following situations:
- a. The Seller breaches, or there is anticipatory breach of, the terms of the Contract and that breach is not, in the opinion of the Purchaser, capable of remedy;
 - b. There is a material change in management of the Woodland that results in the Woodland no longer being managed in accordance with the UKFS or through the WCC;
 - c. The Seller provides the Purchaser with any materially misleading or inaccurate information;
 - d. The Purchaser determines (acting reasonably) that the Seller or any directors or employees of the Seller has acted dishonestly, unprofessionally or negligently at any time during the term of this Contract and to the detriment of the Purchaser, or has taken any actions which unfairly bring or are likely to unfairly bring the Purchaser (including its name or reputation) into disrepute;
 - e. The Seller transfers, assigns or novates to any third party, or encumbers in any way, his rights or obligations under this Contract without the written consent of Purchaser;
 - f. The Seller ceases to operate for any reason (including through winding up, dissolution, insolvency, bankruptcy, receivership, administration, liquidation) or is unable to pay his debts as they fall due;
 - g. The Contract is found to be unlawful State Aid
 - h. As otherwise specified in this Contract.

Consequences of Expiry or Termination

53. Expiry or termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.
54. Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 233-255 (*Repayment on Breach of Contract*), 30-311 (*Access to Documents and Information*), 322 (*Site Visits*), 33-38 (*Data and Information*), 39-45 (*Liability, Indemnity and Insurance*), 47-49 (*Prevention of Corruption and Fraud*), 50-52 (*Termination*), 53-54 (*Consequences of Expiry or Termination*), 56 (*Severability*), 66 (*Waiver*), 67-69 (*Notices and Correspondence*), 70 (*Dispute Resolution*), 72 (*Third Party Rights*), 73 (*Governing Law*) or any other provision in the Contract which is expressly stated to survive expiry or termination of the Contract or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

Variation

55. The Purchaser reserves the right to vary these Terms and Conditions as reasonably required. Any variation will be effected in writing and notified to the Seller in advance. The Purchaser shall endeavour to agree any variation with the Seller, and give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Seller.

Severability

56. If any term, condition or provision of the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in the Contract.

Force Majeure

57. Subject to the clauses 58 to 63, the Seller or the Purchaser (the **Affected Party**) may claim relief from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. If the Affected Party is the Seller, any failure or delay by the Seller in performing its obligations under the Contract which results from a failure or delay by an agent, supplier (for example a WCC Verifier) or Assignee shall be regarded as due to a Force Majeure Event only if that agent, supplier or Assignee is itself impeded by a Force Majeure Event from complying with an obligation to the Seller.
58. A **Force Majeure Event** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster, or an epizootic or plant disease affecting all or part of the Woodland, but excluding any industrial dispute relating to the Seller or its staff or any other failure in the Seller's supply chain.
59. The Affected Party shall within 15 working days issue the party that is not the Affected Party (the **Non-Affected Party**) with a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

60. If the Seller is the Affected Party, the Purchaser will consider the facts on a case-by-case basis in deciding whether or not the Seller is relieved of all or part of his obligations under the Contract and whether any payments made by the Purchaser under this Contract should be repaid.
61. If the Seller is the Affected Party, it shall not be entitled to claim relief to the extent that the consequences of the relevant Force Majeure Event are capable of being mitigated, but the Seller has failed to do so or should have been foreseen and prevented or avoided by a prudent provider of goods similar to the Goods, operating to the standards required by the Contract.
62. Subject to clause 63, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Goods affected by the Force Majeure Event.
63. Following the occurrence of a Force Majeure Event and during its subsistence the Parties shall at all times use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event.
64. The Affected Party shall notify the Non-Affected Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
65. Relief from liability for the Affected Party shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause 64.

Waiver

66. No failure or delay by either party to exercise any right or remedy under the Contract shall be construed as a waiver of any other right or remedy.

Notices and Correspondence

67. All notices in relation to the Contract shall be in writing and shall be deemed to have been duly given if personally delivered, electronically mailed, or mailed (first class postage prepaid) using the contact details set out in clause 69 below (or any updated contact details which are subsequently notified by one party to the other). It is the Seller's responsibility to notify the Purchaser of any change to its contact details.
68. If personally delivered or if e-mailed, all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day), and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.
69. All notices and correspondence to the Purchaser under this Contract should be sent to: Woodland Carbon Guarantee, Forestry Commission, 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ.

Dispute Resolution

70. Any dispute arising between the parties or any complaint or appeal by the Seller concerning the Purchaser's actions in connection with the Contract shall be resolved according to the Purchaser's actions complaints procedure⁴. Information on this process can also be obtained from: The

⁴ <https://www.gov.uk/government/organisations/forestry-commission/about/complaints-procedure>

Executive Office, Forestry Commission, 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ. Tel: 0300 067 4000 or by email at nationalenquiries@forestrycommission.gov.uk.

No partnership or agency

71. The Contract shall not create any partnership or joint venture between the Purchaser and the Seller, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

Third Party Rights

72. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties Act 1999) to enforce any term of this Contract.

Governing Law

73. The Contract shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SAMPLE