

damage, unauthorised entrance, fire, storm or tempest, or any other cause beyond the control of the Builder.

18. ARBITRATION

Any dispute that may arise under this Agreement shall be submitted to Arbitration by one or more arbitrators that are acceptable to both parties, and this shall be deemed to be an Arbitration Agreement within the meaning of the Arbitration Act 1996.

19. TERMINATION

Either party may terminate this Agreement immediately by notice to the other by sending a written notice to the other party if that other party commits a material breach of its obligations which, for the avoidance of doubt, shall include any breach of the requirements to pay the Contract Price imposed by Clause 3 above or the requirement to obtain licences and consents imposed by Clause 10 above.

Should the Purchaser cancel this Agreement, it will be liable to all expenses incurred by the Builder to that date, plus 5% of the Contract price if notice of cancellation is made before the start of work by the Builder or plus 10% of the Contract price if the notice of cancellation is made after work has commenced and any goods belonging to the Purchaser will be forwarded to the Purchaser at the expense of the Builder. The Builder shall also be liable to claim from the Purchaser consequential damages for disruption to his business, such damages to be assessed by Arbitration as specified above.

20. SPECIFICATION AND JURISDICTION

All previous verbal or other agreements, undertakings and understandings are superseded and embodied by this Agreement and the Specification of Work attached to it, which shall together comprise the entire contract subject to any subsequent variations made in accordance with Clause 5 above. This Agreement shall be construed and take effect in all respects in accordance with English law.

IN WITNESS WHEREOF the Builder and Purchaser have duly executed this Agreement on the day first mentioned above.

On behalf of the Builder Witness

On behalf of the Purchaser Witness

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