

APPENDIX 2

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following expressions have the following meanings:

1999 Act	the Contracts (Rights of Third Parties) Act 1999.
Applicable Laws	any and all laws, legislation, statutes, regulations, bye-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the sale and purchase of the Goods or the supply and purchase of the Services on these Terms from time to time.
Bespoke Goods and Services	such Goods and/or Services (including any modifications, improvements or enhancements thereto) which are created, developed or designed by, or on behalf of, the Supplier (including by a Permitted Subcontractor) to the Specification or the Purchaser's instructions, for the purposes of the Contract.
Booking Form	the Purchaser's booking form substantially in a form similar to the template booking form and annexes set out in Appendix 1.
Bribe	means (i) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and Bribes, Bribed, Bribery, Bribing and other variants of Bribe shall be construed accordingly.
Business Continuity Plan	the business continuity plan in respect of the Services (and people and facilities used to provide them) to minimise the effect of any unplanned interruption or event which could significantly impact the ability of the Supplier to perform the Services (in whole or in part) in accordance with the Contract).
Business Day	any day excluding Saturdays, Sundays and other days on which banks are not generally open for a full range of business in London.
Confidential Information	all information which is identified in these Terms, or at the time of disclosure, by the disclosing party (or in the case of the Purchaser, any company in the Purchaser Group) as being confidential information, or which may be reasonably regarded as the confidential information of the disclosing party (or in the case of the Purchaser, of any company in the Purchaser Group), including information relating to the business, finances, affairs, products, developments, trade secrets, campaign plans, launch dates, know-how, personnel, customers and suppliers of each party (and in the case of the Purchaser, the Purchaser Group).

Contract	each contract formed in accordance with Clause 2 for the sale and purchase of the Goods and/or the supply and purchase of the Services on these Terms.
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, inventions, designs, pictures, computer programs, data, specifications and reports (including drafts).
Fit for Purpose	fit for the purpose for which the Goods and/or Services will be used by the Purchaser and/or the Purchaser's Client as may be communicated to the Supplier provided that, if the Supplier is not informed of the intended use of the Goods, they shall be fit for all purposes for which the Goods are ordinarily used or for which they might reasonably be used.
Good Industry Practice	the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person supplying goods and/or performing services of the same (or materially similar) nature to the Goods and/or Services in compliance with all Applicable Laws and the terms of the Contract.
Goods	the goods (including any instalment, component, part of or raw materials used in such goods) described in the Order.
Holding Company	shall have the meaning given in section 1159 Companies Act 2006 and shall include parent undertakings as defined in section 1162 Companies Act 2006 and the term shall include companies wherever they are registered.
Insolvent	means an event where any one of the following occurs in relation to a party: <ul style="list-style-type: none"> (a) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets; (b) an event similar or analogous to those listed in a) above occurs under the law of any jurisdiction of a party; or (c) a party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual

	property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
Key Personnel	the key personnel of the Supplier identified in the Order.
Liability	in relation to any matter, all damages, losses, costs (including legal costs), charges, expenses, actions, adverse judgments, proceedings, claims, penalties, fines and demands (and Liabilities shall be construed accordingly).
Order	the Purchaser's order for the Goods and/or Services including any applicable Specification and the Deliverables as set out in the Booking Form or otherwise.
Permitted Subcontractor	any person to whom the Purchaser consents that the Supplier may subcontract any of its rights and obligations under the Contract in accordance with Clause 30.2.
Price	the price of the Goods and/or Services as set out in the Order.
Purchaser	the purchaser identified in the Order.
Purchaser's Client	the Purchaser's client for whom the Goods and/or Services are being obtained.
Purchaser Group	the Purchaser and each and every Subsidiary Company or Holding Company of the Purchaser and each and every Subsidiary Company of a Holding Company of the Purchaser, in each case, from time to time.
Purchaser Materials	all materials, equipment and tools, Specifications and data supplied by the Purchaser and/or the Purchaser's Client to the Supplier.
Representatives	in relation to a party, its employees, officers, representatives and advisers.
Services	the services including any Deliverables (if any), described in the Order.
Service Credits	the service credits specified in the Order.
Service Improvement Plan	the meaning given to it in Clause 12.3.4.
Service Level Failure	any failure to meet a Service Level.
Service Levels	the service levels specified in the Order (and where no specific service level is described in the Order, the level which accords with Good Industry Practice).
Specification	the specification including any plans, drawings, data, description or other information relating to the Goods and/or Services.
Successor Service Provider	any replacement supplier to the Purchaser of services which replace or succeed the Services (or any part of the Services) following termination of the Contract (in whole or in part) for whatever reason.

Supplier	the supplier identified in the Order.
Supplier Group	the Supplier and each and every Subsidiary Company or Holding Company of the Supplier and each and every Subsidiary Company of a Holding Company of the Supplier, in each case, from time to time.
Supplier Personnel	those agents, directors, officers and employees of the Supplier and any Permitted Subcontractor engaged from time to time in performing the Supplier's obligations under these Terms.
Subsidiary Company	shall have the meaning given in section 1159 Companies Act 2006 and include subsidiary undertakings as defined in section 1162 Companies Act 2006 and the term shall include companies wherever they are registered.
Terms	these standard terms and conditions of purchase, the Specification and any special terms agreed in writing between the Purchaser and the Supplier.
Trade Marks	means any trade marks of the Purchaser or the Purchaser's Client which are expressly provided to the Supplier for use by the Supplier in relation to the Goods and/or Services, including the trade marks detailed in the Order.
Warranty Period	the warranty period for the Goods and/or Services as set out in the Order, or if no warranty period is stated, 6 months from delivery of the Goods and performance of the Services in accordance with Clause 3.

- 1.2 Unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 References to legislation or legislative provision is a reference to it as amended, extended or re-enacted from time to time.. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.
- 1.4 A reference to **writing** or **written** includes any method of reproducing words in a legible and non- transitory form.
- 1.5 References to **include, includes, including** and **included** shall be construed without limitation to the generality of the preceding words.
- 1.6 Clause headings are inserted only for convenience and are in no way to be construed as part of these Terms.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 A reference to **indemnify, indemnified** or **indemnifies** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis.
- 1.9 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceased to be a Member State of the European Union.
- 1.10 If there is a conflict or inconsistency between any of the provisions of an Order and the provisions of these Terms, the provisions of an Order shall prevail.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Terms.
- 2.2 Unless otherwise agreed in writing between the parties, the Supplier shall be deemed to have agreed to comply with these Terms on the earlier of:
- 2.2.1 written acceptance of an Order by the Supplier (notwithstanding any conditions attached to such offer or acceptance or any purported incorporation of terms other than these Terms);
 - 2.2.2 any offer made by the Supplier and accepted by the Purchaser in writing;
 - 2.2.3 any offer made by the Purchaser and accepted by the Supplier;
 - 2.2.4 any act by the Supplier consistent with fulfilling an Order; or
 - 2.2.5 the delivery of any Goods or the performance of any Services by or on behalf of the Supplier, at which point the Contract shall come into existence.
- 2.3 The Purchaser may withdraw an Order at any time by providing written notification to the Supplier prior to the Contract coming into existence.
- 2.4 These Terms shall apply to each Contract to the exclusion of any other terms:
- 2.4.1 on which any quotation has been given to the Purchaser;
 - 2.4.2 that the Supplier otherwise seeks to impose or incorporate; or
 - 2.4.3 which are implied by trade, custom, practice or course of dealing.
- 2.5 If any future contract is made with the Supplier without reference to these Terms, such contract shall be deemed to be subject to these Terms.
- 2.6 No variation to the Order or these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

3. SUPPLY OF GOODS AND SERVICES

- 3.1 The quantity, quality and description of the Goods and Services shall be as specified in the Order.
- 3.2 The Supplier warrants to the Purchaser that it is fully qualified and equipped to perform its obligations under the Contract, and warrants to the Purchaser that the Goods will:
- 3.2.1 be of satisfactory quality;
 - 3.2.2 be Fit for Purpose;
 - 3.2.3 conform to Good Industry Practice;
 - 3.2.4 be free from defects in design, material and workmanship;
 - 3.2.5 correspond with the Order;
 - 3.2.6 not infringe any Intellectual Property Rights of any person; and
 - 3.2.7 comply with all Applicable Laws.

- 3.3 The Supplier warrants to the Purchaser that the Services will:
- 3.3.1 be performed in accordance with Good Industry Practice;
 - 3.3.2 correspond with the Order;
 - 3.3.3 be performed by appropriately qualified and trained personnel, with due care and diligence and to such standards of quality as it is reasonable for the Purchaser to expect in all the circumstances; and
 - 3.3.4 comply with all Applicable Laws and all site requirements of the Purchaser and/or the Purchaser's Client (as may be notified to the Supplier from time to time).
- 3.4 The Supplier warrants it will provide the Purchaser with regular status updates as may be reasonably requested by the Purchaser in relation to the supply of the Goods and/or performance of the Services.
- 3.5 The Supplier warrants that it will make Supplier Personnel available to the Purchaser and/or the Purchaser's Client at times and locations reasonably requested by the Purchaser;
- 3.6 The warranties set out in this Clause 3 shall continue in force (notwithstanding acceptance by the Purchaser of all or any part of the Goods or Services) for the Warranty Period.
- 3.7 If any Goods are not supplied or any Services are not performed in accordance with the Contract, then the Purchaser shall be entitled at any time within the Warranty Period:
- 3.7.1 to require the Supplier to (at the Purchaser's sole option) repair the Goods or supply replacement Goods or reperform the Services in accordance with the Contract within a reasonable period or such period as specified by the Purchaser or if no period is specified, a period which is reasonable; or
 - 3.7.2 whether or not the Purchaser has previously required the Supplier to repair the Goods, supply any replacement Goods or reperform the Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.

These Terms shall apply to repaired or replacement goods supplied and services reperformed by the Supplier.

4. DELIVERY AND PERFORMANCE

- 4.1 Time is of the essence for delivery of the Goods and/or performance of the Services.
- 4.2 Notwithstanding Clause 4.1, the Supplier shall immediately notify the Purchaser if there is a likelihood that it will be unable to meet the due dates for delivery and/or performance which are set out in the Order or as may otherwise be agreed between the parties in writing.
- 4.3 The Goods shall be delivered to, and the Services shall be performed at, the address specified by the Purchaser on the date or within the period and on the terms stated in the Order, in either case during the hours between 09:00 to 17:00 on Business Days (unless otherwise agreed in writing between the parties).
- 4.4 The Purchaser reserves the right to amend any delivery instructions.
- 4.5 Delivery of the Goods and performance of the Services shall be deemed to be made on receipt of the Goods and/or Services by the Purchaser in accordance with all terms of the Contract.
- 4.6 A delivery note stating the reference numbers specified in the Order must accompany each delivery.
- 4.7 Delivery or performance by instalments shall not be accepted by the Purchaser unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

- 4.8 If any Goods are not delivered or any Services are not performed on the due date then the Purchaser shall be entitled to:
- 4.8.1 cancel the Order (or any part) without liability to the Supplier;
 - 4.8.2 purchase substitute goods and services elsewhere;
 - 4.8.3 recover from the Supplier any loss or additional costs incurred; and/or
 - 4.8.4 subject to Clause 11.2, delay payment of the Price until delivery of the Goods and the performance of the Services is complete.

5. ACCEPTANCE

- 5.1 The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Goods and performance of the Services.
- 5.2 The Purchaser shall not be deemed to have accepted any Goods and/or Services until the Purchaser has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

6. RISK AND TITLE

- 6.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser which shall be complete immediately after unloading or if later, when an authorised representative of the Purchaser has signed to accept the delivery of the Goods, unless otherwise agreed in writing between the parties.
- 6.2 Title to the Goods shall pass to the Purchaser upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Purchaser once payment has been made.
- 6.3 For all Goods in respect of which title has passed to the Purchaser before they pass into the Purchaser's control:
- 6.3.1 the Supplier shall hold the Goods as the Purchaser's fiduciary bailee;
 - 6.3.2 the Supplier shall keep the Goods separate from all other goods held by the Supplier and readily identifiable as the property of the Purchaser;
 - 6.3.3 the Supplier shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, in particular which may identify them as belonging to the Purchaser;
 - 6.3.4 the Supplier shall maintain the Goods in a satisfactory condition, appropriately stored and insured on the Purchaser's behalf for their full price against all risks;
 - 6.3.5 the Supplier shall hold the proceeds of insurance referred to in Clause 6.3.4 on trust for the Purchaser and not mix them with any other money, nor pay the proceeds into an overdrawn account; and
 - 6.3.6 the Purchaser shall be entitled by its employees or other representatives to enter the premises of the Supplier where the Goods are stored without notice to recover the Goods and the Supplier shall, at the request of the Purchaser, procure the right for the Purchaser, its employees and representative to enter any premises of any third party where the Goods are stored to recover the Goods.
- 6.4 For the purposes of this Clause 6, the Goods include other goods which the Goods have been incorporated into, attached to or mixed with.
- 6.5 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the Purchaser or any Specifications or materials of the Purchaser, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.

7. INSTALLATION AND WORK ON SITE

- 7.1 The Supplier shall at all times whilst on the Purchaser's premises or site comply with and procure that the Supplier Personnel shall:
- 7.1.1 comply with all Applicable Laws;
 - 7.1.2 comply with all security and safety regulations and rules from time to time in force on those premises or site and will be deemed to have full knowledge of such regulations and rules (copies of which shall be supplied to the Supplier on request); and
 - 7.1.3 clear away and remove from the Purchaser's premises or site all installation plant, service material, rubbish and temporary works and leave the premises or site in a clean and workmanlike condition.
- 7.2 The Supplier may by prior arrangement with the Purchaser leave equipment and spare parts on the Purchaser's premises or site as may be necessary to carry out its obligations under the Contract but does so at its own risk.
- 7.3 All references in this Clause 7 to the Purchaser's premises or site shall include the Purchaser's Client's premises or other site or venue specified by the Purchaser.

8. SUPPLIER PERSONNEL

- 8.1 The Supplier and the Purchaser agree that it is not intended that the provision of the Services will give rise to a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the Regulations
- 8.2) and that it is not intended that the provisions of the Regulations shall apply on commencement of the Services to be performed under the Contract, during the continuance of the Contract or on the termination or expiry (whether in whole or in part) of the Contract.
- 8.3 The Supplier shall be fully responsible for all Liabilities (including but not limited to all remuneration and other outgoings) relating to the Supplier Personnel (whenever arising) in respect of the period on or prior to the date of termination or expiry of the Contract. The Supplier will indemnify the Purchaser, any company in the Purchaser Group and any Successor Service Provider against any and all Liabilities transferred to, imposed upon or incurred by the Purchaser, any company in the Purchaser Group and/or any Successor Service Provider (whenever arising) arising out of or in connection with the employment or engagement of any Supplier Personnel (or the termination of such employment or engagement) in respect of the period on or prior to the date of termination or expiry of the Contract.
- 8.4 If any of the Supplier Personnel makes any claim (whether successful or not) at any time prior to expiry or termination of the Contract that they have become an employee of, or have rights against, the Purchaser, any company in the Purchaser Group or any Successor Service Provider by virtue of the Regulations or otherwise, the Supplier will indemnify the Purchaser, the relevant company in the Purchaser Group and/or the Successor Service Provider against any and all Liabilities transferred to, imposed upon or incurred by the Purchaser, the relevant company in the Purchaser Group and/or any Successor Service Provider arising out of or in connection with any such claim. For the avoidance of doubt, the indemnity in this Clause 8.4 includes any Liabilities incurred by the Purchaser, any company in the Purchaser Group and/or any Successor Service Provider as a result of terminating the employment (or purported employment) of any such Supplier Personnel.
- 8.5 The Supplier undertakes that during any notice period to terminate the Contract it shall not (and shall procure that any other employer shall not), save with the prior written consent of the Purchaser, change the Supplier Personnel engaged wholly or mainly at that time in the provision of the Services (or any part), assign any new Supplier Personnel wholly or mainly thereto, or alter (or promise to alter) in any material way their terms and conditions of employment (including by increasing salary and/or benefits) whether to take effect before, on or after termination of this Contract.

- 8.6 If, as a result of the application of the Regulations or otherwise, the contract of employment or engagement of any employee or worker (or former employee or worker) of the Supplier or any Permitted Subcontractor shall have effect (or is alleged to have effect or that it should have had effect), following the expiry or termination of the Contract (in whole or in part), as if originally made between the Purchaser, any company in the Purchaser Group and/or any Successor Service Provider and that person (**Outgoing Employee**):
- 8.6.1 the Purchaser, relevant company in the Purchaser Group and/or any Successor Service Provider may (but shall not be obliged to) terminate the contract of employment with such Outgoing Employee (whether with or without notice or reduced notice) and the Supplier shall indemnify the Purchaser, relevant company in the Purchaser Group and/or any Successor Service Provider against any and all Liabilities incurred in respect of any such dismissal including, but not limited to, Liabilities arising out of any claim for unfair dismissal, wrongful dismissal and/or for outstanding remuneration; and
- 8.6.2 without prejudice to Clause 8.3, the Supplier shall indemnify the Purchaser, any company in the Purchaser Group and/or any Successor Service Provider against any and all Liabilities (whenever arising) incurred by the Purchaser, any company in the Purchaser Group and/or any Successor Service Provider arising out of or in connection with any claim (whether successful or not) made by or in respect of an Outgoing Employee (whether or not such person is dismissed by the Purchaser, any company in the Purchaser Group or Successor Service Provider as the case may be).

For the avoidance of doubt, references in this Clause 8.6 to dismissal, employment and engagement include but shall not be limited to references to purported dismissal, purported employment and purported engagement.

- 8.7 A Successor Service Provider may enforce the terms of this Clause 8 subject to and in accordance with the terms of these Terms and the provisions of the 1999 Act.

9. KEY PERSONNEL

- 9.1 The Supplier will procure that any Key Personnel are actively involved in the performance of the Services.
- 9.2 The Supplier shall and shall procure that any Permitted Subcontractor shall obtain the prior written consent of the Purchaser before removing or replacing any member of the Key Personnel from their corresponding role during the term of the Contract and, where possible, at least three (3) months written notice must be provided by the Supplier of its intention to replace any member of Key Personnel from their corresponding role.
- 9.3 The Purchaser shall not unreasonably delay or withhold its consent to the appointment of a replacement to any relevant member of Key Personnel by the Supplier or Permitted Subcontractor.
- 9.4 The Supplier acknowledges that the Key Personnel are essential to the proper performance of the Services to the Purchaser. To the extent that it can do so without disregarding its statutory obligations, the Supplier shall take all reasonable steps to ensure that it retains the services of all the Key Personnel.

10. PRICE

- 10.1 The Price shall be set out in the Order and unless otherwise agreed in writing between the parties, shall be:
- 10.1.1 fixed;
- 10.1.2 exclusive of any applicable VAT (which shall be payable by the Purchaser subject to receipt of a VAT invoice); and
- 10.1.3 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Purchaser's specified delivery address and any customs clearance duties and documentation, the appointment of customs brokers, consents, permits, licences imposts or levies other than VAT.

- 10.2 The Supplier shall disclose to the Purchaser any cash, volume or similar discount available to the Supplier in supplying the Goods or performing the Services and the Purchaser shall have the right to benefit from any such cash, volume or similar discount (as may be applicable).

11. PAYMENT

- 11.1 Unless otherwise stated in the Order, the Supplier may only invoice the Purchaser on or after delivery of the Goods or performance of the Services with a separate invoice and VAT invoice for each individual delivery or performance. Invoices will not be accepted unless they quote the number of the relevant Order [Contract reference number]. Invoices shall be issued in the name of the Purchaser or such other entity as the Purchaser may require and sent to the Purchaser's address specified in the Order or such other address as the Purchaser may require.
- 11.2 Unless otherwise stated in the Order, the Purchaser shall pay the Price forty five (45) days of receipt of a valid invoice and VAT invoice by the Purchaser or, if later, fourteen (14) days after receipt by the Purchaser of the funds from the Purchaser's Client (subject always to the receipt of the Supplier's valid VAT invoice).
- 11.3 The currency of payment in respect of the Goods and/or Services will be pound sterling unless otherwise agreed in writing.
- 11.4 Time of payment shall not be of the essence of the Contract.
- 11.5 The Purchaser may set off against the Price any sums owed to the Purchaser and/or any company in the Purchaser Group by the Supplier.
- 11.6 If either party defaults in the payment of the Price or sums payable under the Contract (including Service Credits), the liability of such party shall be increased to include interest on the outstanding balance of such sums from the date when such payment is due until the date of actual payment at a rate per annum (both before and after judgment) of four percent (4%) above the base rate from time to time of the HSBC Bank. Such interest will accrue on a daily basis. The parties agree that interest payable at that rate is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

12. SERVICE LEVELS

- 12.1 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels are achieved.
- 12.2 The Supplier shall monitor the performance of the Services against any applicable Service Levels and, promptly following the end of each month during the term of the Contract (or such other period as is specified in the relevant Order), shall provide a written report to the Purchaser in respect thereof (and the details of any Service Credits due to the Purchaser) in a reasonable level of detail or in such format as has been agreed between the parties.
- 12.3 If at any time the Supplier fails to achieve any or all of the Service Levels (or has reasonable grounds to believe that it will not be able to achieve a Service Level) then the Supplier shall, without cost to the Purchaser and promptly upon becoming aware of such failure (or inability to meet a Service Level):
- 12.3.1 notify the Purchaser in writing of the same together with the reason for the failure to achieve the Service Levels;
 - 12.3.2 without prejudice to any other rights that the Purchaser has under the Contract, promptly take all remedial action that is reasonably necessary to remedy the Service Level Failure to the reasonable satisfaction of the Purchaser or to prevent the Service Level Failure from taking place;
 - 12.3.3 take all necessary steps to ensure there is no reoccurrence of that failure during the term of the Contract; and
 - 12.3.4 if action taken under Clauses 12.3.2 or 12.3.3 has not already remedied the Service Level Failure, provide the Purchaser with a service improvement plan (the **Service Improvement Plan**) within the timescales specified by the Purchaser following (or such other period as the parties agree in

writing) the day the Supplier notifies the Purchaser under Clause 12.3.1. In doing so, the Supplier will:

- (a) appoint a service improvement manager to own the Service Improvement Plan;
- (b) set out in the Service Improvement Plan the action that it will take to: (i) rectify or prevent the Service Level Failure; or (ii) prevent the Service Level Failure from recurring;
- (c) obtain the Purchaser's approval of such Service Improvement Plan; and
- (d) carry out the Service Improvement Plan approved under Clause 12.3.4 in accordance with its terms until such time that the Supplier is achieving the relevant Service Level(s).

- 12.4 Approval and implementation of the Service Improvement Plan by the Purchaser shall not relieve the Supplier of any responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such approval and/or implementation.
- 12.5 In addition to the Supplier's obligations to report Service Level Failures to the Purchaser pursuant to Clause 12.3, the Purchaser may require the Supplier to provide and, once approved, implement a Service Improvement Plan should service performance repeatedly fall below any or all of the Service Levels.

13. SERVICE CREDITS

- 13.1 If the Supplier fails to meet the Service Levels then the Supplier shall also promptly inform the Purchaser of any Service Credits due, which shall be calculated in accordance with the relevant Order. Whenever Service Credits are due, the Supplier shall, as directed by the Purchaser:
- 13.1.1 deduct the amount of those Service Credits from the next invoice due to be issued to the Purchaser; or
 - 13.1.2 pay to the Purchaser, within ten Business Days of demand, a sum equal to the applicable Service Credits.
- 13.2 The payment of Service Credits will be treated as an adjustment to the Price payable in respect of the Services. Payment of Service Credits is not an exclusive remedy and shall be without prejudice to any other rights and remedies which the Purchaser may have under the Contract or otherwise.
- 13.3 The fact that the Service Credit provisions anticipate or provide for a particular eventuality shall not be interpreted as implying that the relevant eventuality should not be considered a breach (or material breach) of contract. Any Service Credit allowed in respect of a breach shall be treated as part payment of any damages awarded as a result of such breach.

14. INTELLECTUAL PROPERTY

- 14.1 Save as set out herein, nothing in these Terms shall have the effect of transferring or granting rights in, or to, any person's Intellectual Property Rights.
- 14.2 The Supplier grants, and shall procure any necessary third party grants, to the Purchaser a non-exclusive, perpetual, royalty-free, sub-licensable, irrevocable, transferable, worldwide licence to use, modify, sell and provide the Goods and Services.
- 14.3 All Intellectual Property Rights in the Bespoke Goods and Services shall belong to the Purchaser, notwithstanding that the Specification therefor may have been created, or contributed to, by, or on behalf of, the Supplier. The Supplier hereby assigns to the Purchaser (by present assignment of future rights to take effect immediately on them coming into existence or (if later) coming into the Supplier's ownership) all right, title and interest in all Intellectual Property Rights in the Bespoke Goods and Services and in any part of the Specification created, or contributed to, by, or on behalf of, the Supplier.

- 14.4 At the Purchaser's request, the Supplier shall, and shall procure that any third party shall, promptly do any acts and execute all such agreements as are required to ensure that any such rights are properly transferred to the Purchaser.
- 14.5 The Purchaser grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use any Intellectual Property Rights in the Bespoke Goods and Services and the Specification therefor solely to the extent necessary to fulfil its obligations under the Contract for the duration of the Contract. Such licence includes the right for the Supplier to grant sub-licences to Permitted Subcontractors provided that any such sub-licence includes an assignment of any right, title and interest in all Intellectual Property Rights in any Bespoke Goods and Services to the Supplier.
- 14.6 Save as permitted by the Contract, or otherwise agreed in writing, the Supplier shall not represent, directly or indirectly, that any of the Goods and/or Services provided have been endorsed or approved by the Purchaser or the Purchaser's Client or in relation to any event or activity for which the Goods and/or Services are being provided.
- 14.7 The Supplier shall not take or publish any photographs or make any other graphical or other reproduction (including film) in connection with the provision of the Goods and/or Services for commercial or personal use, without the prior written permission of the Purchaser.
- 14.8 Trade Marks
- 14.8.1 The Purchaser grants to the Supplier a non-exclusive licence to use the Trade Marks solely and as is strictly necessary for the performance of its obligations under the Contract.
- 14.8.2 All representations of the Trade Marks which the Supplier intends to use in relation to the Goods and/or Services, including but not limited to any packaging or marketing materials, must first be submitted for, and must receive, prior written approval from the Purchaser.
- 14.8.3 Save as permitted by the Contract, or otherwise agreed in writing, the Supplier shall not undertake any form of ambush marketing which means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any of the Trade Marks, the Purchaser, the Purchaser's Client, the Event or the Project.
- 14.8.4 The Supplier shall not do or omit to do anything in its use of the Trade Marks which may or would adversely affect their validity or their reputation.
- 14.8.5 The Purchaser makes no representation or warranty as to the validity or enforceability of the Trade Marks nor as to whether the same infringe upon any intellectual property rights of third parties.
- 14.8.6 The Supplier shall not register or apply to register in its own name any of the Trade Marks (or any mark or name similar to the Trade Marks) and shall cease using the Trade Marks on termination or expiry of the Contract.
- 14.8.7 The Supplier shall not use the Trade Marks as part of the name under which the Supplier conducts its business, or any connected business, or under which it sells any products or services (except the Products and/or Services), or in any other way, except as expressly permitted under the Contract.
- 14.8.8 The Supplier shall not sub-license, assign, transfer, charge or otherwise encumber the right to use, reference, or designate the Trade Marks to any other party, except as otherwise expressly permitted under the Contract.
- 14.9 Upon termination of the Contract for any reason, the Supplier shall immediately stop using all or any part of the Trade Marks.

15. PROTECTION OF PERSONAL DATA

The parties agree that the provisions of Appendix 3 will apply.

16. LIABILITY

16.1 Nothing in these Terms shall exclude or limit the liability of any party for:

16.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

16.1.2 fraud or fraudulent misrepresentation or wilful default; and

16.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.

16.2 The Purchaser shall not under any circumstances be liable for any guests attending an event to which the Services relate, and the Purchaser shall not assume any liability for any loss, injury (including but not limited to death) or damage:

16.2.1 caused by the guests; or

16.2.2 to the guests or their property,

unless caused by the Purchaser's negligence.

16.3 The Purchaser shall not under any circumstances whatsoever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

16.3.1 loss of profits;

16.3.2 loss of sales or business;

16.3.3 loss of agreements or contracts;

16.3.4 loss of anticipated savings;

16.3.5 loss of use or corruption of software, data or information;

16.3.6 loss of or damage to goodwill; or

16.3.7 indirect or consequential loss.

16.4 Subject to Clauses 16.1 16.2 and 16.3, the total liability of the Purchaser to the Supplier in respect of all loss or damage arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the total Price payable to the Supplier under the applicable Contract in the twelve (12) months immediately prior to the date of any claim or series of connected claims.

17. INDEMNITY

17.1 The Supplier shall indemnify the Purchaser against any and all Liabilities awarded against or incurred or paid by the Purchaser as a result of or in connection with:

17.1.1 breach of any warranty given by the Supplier in relation to the Goods and/or the Services;

17.1.2 any claim that the Goods infringe, or their importation, use or resale, infringes or any claim that the performance or enjoyment of the Services infringes the Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Purchaser;

- 17.1.3 any act or omission of the Supplier or the Supplier Personnel in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of the Purchaser).

18. INSURANCE

- 18.1 The Supplier shall at all times maintain during the term of the Contract the following insurances with a reputable insurer:
- 18.1.1 employer's liability insurance or similar insurance(s) in the amount of at least £5,000,000 (five million pounds) for any one occurrence or the amount required by Applicable Law, whichever is higher;
- 18.1.2 public liability insurance in the amount of at least £2,000,000 (two million pounds) for any one occurrence;
- 18.1.3 where the Contract includes the supply of Goods, product liability insurance in the amount of at least £2,000,000 (two million pounds) for any one occurrence; and
- 18.1.4 where the Contract includes the supply of Services, professional indemnity insurance in the amount of at least £2,000,000 (two million pounds) for any one occurrence,

together with such additional insurance as may be requested by the Purchaser given the nature of the supply of the Goods and/or performance of the Services provided by the Supplier, and to such a level deemed acceptable by the Purchaser to cover the Supplier's legal liabilities under the Contract.

- 18.2 The Supplier shall submit to the Purchaser on demand full particulars of the insurances required by this Contract and the receipt for the then current premium.

19. TERMINATION

- 19.1 The Purchaser shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services by giving notice to the Supplier at any time prior to delivery or performance without incurring any liability to the Supplier other than to pay for Goods and/or Services already delivered or performed.
- 19.2 The Purchaser shall be entitled to terminate the Contract immediately without liability to the Supplier by giving notice in writing to the Supplier at any time if:
- 19.2.1 the Supplier or its Permitted Subcontractors repeatedly breaches any of these Terms as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms; or
- 19.2.2 there is a change of control of the other party (being a company) within the meaning of section 1124 Corporation Tax Act 2010.
- 19.3 Either party may terminate the Contract immediately without liability to the other party by giving notice in writing to the other party at any time if:
- 19.3.1 the other party (and in the case of the Supplier, its Permitted Subcontractors) commits a material breach of these Terms;
- 19.3.2 the other party (and in the case of the Supplier, its Permitted Subcontractors) commits a breach of these Terms which can be remedied, but the other party (and in the case of the Supplier, its Permitted Subcontractors) fails to do so within five (5) business days;
- 19.3.3 the other party becomes Insolvent (but in the case of the Supplier, only if permitted by Applicable Law); or

- 19.3.4 the other party becomes subject to any events that are analogous to those set out in Clause 19.3.3 in any other jurisdiction.
- 19.4 The Purchaser shall be entitled to terminate the Contract immediately without liability to the other party by giving notice in writing to the Supplier at any time if:
- 19.4.1 the Purchaser's or the Purchaser's Group's agreement with the Purchaser's Client, to which the supply of Goods and/or Services under the Contract relates terminates or the Purchaser's Client requires changes which mean the Contract is no longer required; or
- 19.4.2 in the Purchaser's reasonable opinion, the Supplier or the Supplier Group, acts or omits to act in a way which does or may bring the Purchaser, the Purchaser's Group and/or the Purchaser's Client into disrepute and/or would adversely impact their reputation.
- 19.5 The Purchaser shall be entitled to terminate the Contract for convenience by giving the Supplier not less than thirty (30) days' written notice.

20. CONSEQUENCES OF TERMINATION

- 20.1 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 20.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 20.3 On termination of the Contract, the Supplier shall immediately deliver to the Purchaser all Goods and/or Services whether or not complete at such point in time. If the Supplier is in breach of the Contract no further payments shall be made to the Supplier and the Supplier shall refund any pre-paid fees to the Purchaser.
- 20.4 The Supplier shall:
- 20.4.1 provide all reasonable assistance to the Purchaser to facilitate the orderly transfer of the Services back to the Purchaser or a Successor Service Provider to take over the provision of all or part of the Services; and
- 20.4.2 use all reasonable endeavours to assist the Purchaser with the transfer or novation of the Contract (if required).

21. BUSINESS CONTINUITY

- 21.1 In order to ensure the continuity of the Services, the Supplier shall and shall procure that all Permitted Subcontractors shall have in place and maintain a Business Continuity Plan in accordance with Good Industry Practice.
- 21.2 If requested by the Purchaser, the Supplier shall provide a copy of the Business Continuity Plan to the Purchaser. The Supplier shall promptly implement any amendments to the Business Continuity Plan which, in the reasonable opinion of the Purchaser, are necessary.
- 21.3 In the event of any unplanned interruption or event which could significantly impact the ability of the Supplier to perform the Services (in whole or in part), the Supplier shall implement the Business Continuity Plan in accordance with Good Industry Practice.

22. CONFIDENTIALITY

- 22.1 Each party undertakes to the other in relation to the Confidential Information of the other:
- 22.1.1 to keep confidential all Confidential Information;

- 22.1.2 not to disclose Confidential Information without the other's prior written consent to any other person except those of its Representatives or members of the Purchaser Group or Purchaser Clients who have a need to know the Confidential Information;
 - 22.1.3 not to use Confidential Information except for the purposes of performing its obligations under the Contract; and
 - 22.1.4 to keep separate from all other information all Confidential Information in its possession or control.
- 22.2 The provisions of Clause 22.1 shall not apply to Confidential Information to the extent that it is or was:
- 22.2.1 already in the possession of the other party free of any obligation of confidentiality on the date of its disclosure;
 - 22.2.2 in the public domain other than as a result of a breach of this Clause 21;
 - 22.2.3 required to be disclosed:
 - (a) pursuant to Applicable Laws, or the requirements of any government body or relevant regulatory authority, or the rules of any exchange on which the securities of a party are or are to be listed; or
 - (b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice; orbut only to the extent and for the purpose of that disclosure.
- 22.3 Each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Clause 21. Accordingly each party will be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Clause 21.
- 22.4 The Supplier shall not make any announcement or publicity statement relating to any company in the Purchaser Group, the Contract or its subject matter without the prior written approval of the Purchaser (except as required by law or by any legal or regulatory authority).
- 22.5 The Supplier shall procure that any Permitted Subcontractors and the Representatives of such Permitted Subcontractors comply with the terms of this Clause 21 as if they were the Supplier.
- 22.6 The provisions of this Clause 21 shall survive any termination or expiry of the Contract.

23. DISPUTE RESOLUTION

- 23.1 If a dispute arises out of or in connection with the Contract (a Dispute) either party may by written notice (a Referral Notice) to the other party refer the matter for resolution between senior representatives of both parties. Such representatives shall meet at the earliest convenient time and in any event within ten (10) days of the date of service of the relevant Referral Notice and shall in good faith attempt to resolve the Dispute. If a Dispute has not been resolved within ten (10) days of the date of service of the relevant Referral Notice, either party can commence proceedings in relation to a Dispute.
- 23.2 Nothing in this Clause 23 will prevent or delay either party from:
- 23.2.1 seeking orders for specific performance, interim or final injunctive relief;
 - 23.2.2 exercising any rights it has to terminate the Contract; or
 - 23.2.3 commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

24. COMPLIANCE

- 24.1 The Supplier shall comply with Applicable Laws.
- 24.2 The Purchaser may treat the Supplier's failure to comply with Clause 24.1 as a material breach of the Contract.

25. ANTI-BRIBERY AND ANTI-CORRUPTION

- 25.1 The Supplier represents and warrants that the Supplier and the Supplier Personnel have not Bribe in connection with obtaining the Contract.
- 25.2 The Supplier warrants and undertakes that the Supplier shall not, and shall procure that Supplier Personnel shall not, Bribe in connection with the Contract or its performance.
- 25.3 The Supplier shall adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery from occurring. The Supplier shall provide adequate and regular training to the Supplier Personnel in order to ensure an understanding of its policy and procedures and their obligations arising from it on a continuing basis.
- 25.4 The Supplier shall certify to the Purchaser on an annual basis its compliance with Clauses 25.1, 25.2 and 25.3.
- 25.5 The Supplier shall notify the Purchaser immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Clause 25.
- 25.6 If Supplier Personnel of any company in the Supplier Group Bribe in connection with the Contract, without prejudice to the Purchaser's other rights or remedies under the Contract or under law, the Supplier shall promptly upon request by the Purchaser remove or procure the removal of the relevant person who has Bribe from all involvement in connection with the performance of the Contract and take such other action as the Purchaser reasonably requires for the purpose of remedying or preventing the future occurrence of such activity.
- 25.7 The Purchaser may treat the Supplier's failure to comply with this Clause 25 as a material breach of the Contract.
- 25.8 The Supplier warrants:
 - 25.8.1 it is not, nor any beneficial owners, director or any other person who has powers of representation, decision or control over the Supplier is not identified on any restricted party list issued by a national government or international organisation as subject to any sanction or embargo, including without limitation, any such list maintained by the Security Council of the United Nations, the European Union, the United Kingdom and/or by the authorities of the state(s) in which the Supplier is registered, established or in which it otherwise conducts activities; and
 - 25.8.2 it has disclosed to the Purchaser any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or the Purchaser's good name, reputation, or public image.

26. MODERN SLAVERY

- 26.1 The Supplier represents and warrants that neither the Supplier and the Supplier Personnel:
 - 26.1.1 have been convicted of any offence involving slavery and human trafficking; and
 - 26.1.2 to the best of its knowledge, have been or are the subject of any investigation, inquiry or enforcement proceedings by any regulatory, administrative, supervisory or governmental agency, body or authority regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 26.2 The Supplier shall:

- 26.2.1 adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent slavery and human trafficking from occurring;
 - 26.2.2 provide adequate and regular training to the Supplier Personnel in order to ensure an understanding of its policy and procedures and their obligations arising from it on a continuing basis;
 - 26.2.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 26.2.4 include in its contracts with its Permitted Subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 26.
- 26.3 The Supplier shall certify to the Purchaser on an annual basis its compliance with Clauses 26.1 and 26.2.
- 26.4 The Supplier shall notify the Purchaser immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Clause 26.
- 26.5 The Purchaser may treat the Supplier's failure to comply with this Clause 26 as a material breach of the Contract.

27. INSPECTION AND AUDITS

- 27.1 The Purchaser, its agents and/or independent auditors on the Purchaser's and/or the Purchaser's Client's behalf shall have the right at any time to inspect:
- 27.1.1 the Supplier's records and books relating to the supply of the Goods and/or Services to the Purchaser (including the Supplier's financial records and books for the supply of the Goods and/or Services); and
 - 27.1.2 the Supplier's processes of manufacture and/or assembly of the Goods and performing the Services and/or any other matter relating to the supply of the Goods and/or Services.
- 27.2 Any such inspection processes shall be subject to reasonable prior written notice.
- 27.3 The Supplier shall allow the Purchaser and/or the Purchaser's Client during the hours between 09:00 to 17:00 on Business Days to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and to test the Services during performance, and shall provide the Purchaser and/or the Purchaser's Client with all facilities reasonably required for inspection and testing free of charge. Any inspection or testing by the Purchaser and/or the Purchaser's Client shall not relieve the Supplier of its obligations under the Contract.
- 27.4 If as a result of inspection or testing the Purchaser and/or the Purchaser's Client is not satisfied that the Goods and/or Services will comply in all respects with the Contract, the Purchaser shall following such inspection or testing confirm the timescales in which the Supplier shall take such steps as are necessary to ensure compliance and if compliance is not achieved within the timescales specified by the Purchaser, the Purchaser shall be entitled to terminate the Contract immediately without liability.

28. NON-SOLICITATION

- 28.1 The Supplier shall not seek to solicit, endeavour to entice away, canvass for business or otherwise interfere with the Purchaser's and the Purchaser's Groups existing or proposed business or custom with any person, firm or company who at any time during the Contract was a customer, client, supplier or agent of the Purchaser.
- 28.2 The Supplier shall not solicit or cause to be employed, whether directly or indirectly, any employee of the Purchaser, without the written consent of the Purchaser (save that nothing shall preclude the conducting of general recruiting activities, such as participation in job fairs or publishing advertisements in or on websites for general circulation).

29. RIGHTS OF THIRD PARTIES

- 29.1 To the extent to which any Goods and/or Services provided under the Contract are for the benefit of any company in the Purchaser Group or the Purchaser's Client (each a "Third Party") that Third Party may enforce the terms of the Contract subject to and in accordance with the Contract and the provisions of the 1999 Act.
- 29.2 Any company in the Purchaser Group may enforce the terms of Clause 11.5 subject to and in accordance with the Contract and the provisions of the 1999 Act.
- 29.3 Any Successor Service Provider may enforce the terms of Clause 8 subject to and in accordance with the Contract and the provisions of the 1999 Act.
- 29.4 Except as provided in Clauses 29.1, 29.2 and 29.3, no third party (as defined in the 1999 Act) except for any permitted successor or assignee of any party to the Contract has any rights under the 1999 Act to enforce any term of these Terms.

30. GENERAL

- 30.1 Where the Supplier is subject to the Freedom of Information Act and receives a request pursuant to the Freedom of Information Act to disclose information relating to or received from the Purchaser and/or the Purchaser's Client (including the terms of the Contract), the Supplier will consult with the Purchaser, and will use reasonable endeavours to identify and redact all commercially sensitive and other material exempt from disclosure, before releasing any such information.
- 30.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the written consent of the Purchaser.
- 30.3 The Purchaser shall be entitled to:
- 30.3.1 exercise its rights or perform any of its obligations (in whole or in part) through any company in the Purchaser's Group; and/or
 - 30.3.2 transfer its rights and obligations under the Contract (in whole or in part) to any third party on giving notice in writing to the Supplier.
- 30.4 Each right or remedy of the Purchaser is without prejudice to any other right or remedy of the Purchaser, whether or not under the Contract.
- 30.5 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 30.6 Any notices to be given by either party to the other under the Contract must be in writing (which shall include, for the avoidance of doubt, by email). Where written notice is to be sent by post, it shall be dispatched to a party by first class registered or recorded delivery post to the other parties registered office or principal place of business or such other address notified for these purposes. Any notice sent by email will be effective only when actually received in a readable form and service shall be deemed to be effected on the same day on which it is sent.
- 30.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 30.8 The Contract constitutes the entire agreement between the parties and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it does not rely on and

shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

- 30.9 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 30.10 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.
- 30.11 Any termination or the expiry of the Contract will not affect the coming into force or the continuance in force of any provision which is intended to come into or continue in force on or after such termination or expiry.
- 30.12 Except as otherwise provided by these Terms, the parties will each bear their own costs and expenses incurred in respect of compliance with their obligations under the Contract and in connection with the negotiation, preparation and execution the Contract.

31. GOVERNING LAW AND JURISDICTION

- 31.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of England and Wales.
- 31.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).