

Terms & Conditions for the Supply of Services (v. 10/9/15)

The Customer's attention is particularly drawn to the provisions of clauses 9 & 10.

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Additional Terms & Conditions for Specific System Types: the Supplier's standard instructional notes applicable to the installation of the System.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

CCTV: means closed circuit television.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Supplier.

Deliverables: the System and such other deliverables set out in the Specification.

Early Termination Fee: the sums calculated by the Supplier in order to compensate the Supplier for the loss of this agreement being the sums that would be payable if the agreement had not terminated before the date stated in clause 12.1 less sums already invoiced by the Supplier under this agreement, subject to due payment, - these will be calculated and advised to the Customer as soon as practical after a written request for them has been received by the Supplier. [If cancellation is notified before installation of a product then the Supplier may calculate the Early Termination Fee as 10% of the quoted agreement value.]

Initial Period: means five years from the Operative Date.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Operative Date: means the date on which the Services described in the Specification are first operative.

Order: the Customer's written acceptance of the Supplier's Specification/quotation.

Premises: means the premises of the Customer on or at which the System is installed or as to which the Services are provided.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification and this includes inspection, whether or not repairs are necessary.

Specification: the latest version of the description or specification of the Services provided in writing by the Supplier to the Customer from time to time.

Supplier: Advanced Protective Systems Limited registered in England and Wales with company number 3260062 and whose registered office is at 175 Bennett Street, Long Eaton, Nottingham, Nottinghamshire, NG10 4HG.

Supplier Materials: has the meaning set out in clause 4.1(g).

System: includes all and any equipment installed by the Supplier under these Conditions.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a singular number only shall include the plural and vice versa and a reference to the masculine gender shall include the feminine and neuter genders and vice versa;
- (c) a reference to a party includes its successors or permitted assigns;
- (d) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (e) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (f) a reference to **writing** or **written** includes faxes and e-mails.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued or placed by the Supplier, are issued, placed or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification and the Additional Terms & Conditions for the Supply of Services' in all material respects and the Customer's attention is drawn to the provisions of such additional documents as they contain certain exclusions and limitations. In the event of conflict the order of precedence of those items is: 1st these terms and conditions, 2nd the Specification and 3rd the Additional Terms & Conditions for the Supply of Services'.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification and/or the Additional Terms & Conditions for Specific System Types but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 The Customer shall provide to the Supplier and any relevant fire, police or other authority, full details of all key holders and shall notify any changes to those details in writing before or immediately after those changes take effect.

3.6 Except as specified in the Specification and/or the Additional Terms & Conditions for Specific System Types, Services will be provided by the Supplier during its normal working hours (8.30am to 5.00pm Monday to Friday except English public and bank holidays). The Customer shall ensure that the Supplier has full and free access to the Premises and such of the Customer's equipment as is necessary for the purpose of providing the Services.

3.7 Where any Services to be provided by the Supplier require approval by any fire, police or other authority, the provision by the Supplier of those Services is conditional on the Customer being approved by the relevant authority, entering into any agreement required by that authority and complying with the requirements of that authority in force from time to time. The Customer shall

promptly notify the Supplier of any withdrawal of, or change in the conditions for, such approval of which it becomes aware.

3.8 The Supplier does not endorse any products or services supplied by a third party or warrant the accuracy of third party information about those products or services, or warrant the quality or suitability of those products or services the Customer uses.

4. Customer's obligations

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, and its employees, agents, consultants and subcontractors, with such access to the Premises and such of the Customer's other office accommodation and facilities as is reasonably required by the Supplier in order to supply the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Premises for the supply of the Services and fulfil all other obligations imposed on the Customer under and in accordance with the Additional Terms & Conditions for Specific System Types;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

Without limitation to the generality of clause 4.1, the Customer is solely responsible for the provision and maintenance of dedicated and clean 240V AC power supply located with the control and any secondary control equipment, the mains supply to all parts of the System to be fed from the same phase.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 It is the Customer's responsibility to ensure that all system software is selected, installed and operated correctly and according to its requirements. If something breaches or adversely affects the Supplier's firewall then such is the responsibility of the Customer who will indemnify the Supplier and keep it indemnified in all respects.

4.4 It is the Customer's responsibility to configure its own IT and communications system to work with any product installation and the Customer is responsible from the point where the product is attached or connected to their or their contractor's system.

5. Charges and payment

5.1 The Charges for the Services shall (unless the Customer requests and accepts a fixed fee quotation from the Supplier) be on a time and materials basis:

(a) the Charges shall be calculated in accordance with the Supplier's standard daily fee rates, and are set out in the Specification;

(b) the Supplier's standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.30 am to 5.00 pm worked on Business Days;

(c) the Supplier shall be entitled to charge an overtime rate of 150 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5(b); and

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

5.2 The Supplier reserves the right to increase its standard annual service charge with effect from the first anniversary of the Operative Date, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks' written notice to the Customer.

5.3 The Supplier shall invoice the Customer for the applicable Charges and any applicable expenses and/or other amounts payable by the Customer under the Contract.

5.4 The Customer shall pay each invoice submitted by the Supplier in accordance with the payment terms set out in the Specification or, in the absence of any such payment terms, within 30 days of the date of this invoice in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. Title and Risk

6.1 The risk in the System shall pass to the Customer on completion of delivery and delivery shall take place on [signature of the Supplier's handover documentation or customer satisfaction certificate or if earlier, on the Supplier notifying the Customer of delivery or attempted delivery. Accordingly it is the Customer's responsibility to insure the products and system from that point. If the Customer wishes to use the system before practical completion or signature of the customer satisfaction certificate then first use shall be deemed to be the approval of an unqualified customer satisfaction certificate. The Supplier shall be entitled to assume that anyone signing a customer satisfaction certificate is fully authorised to do so on behalf of the Customer whatever their title.

6.2 Title to the System shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the System in which case title to the system shall pass at the time of payment of all such sums.

6.3 Until title to the System has passed to the Customer, the Customer shall:

- (a) not remove, deface or obscure any identifying mark or packaging on or relating to the System;
- (b) maintain the System in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; and
- (c) give the Supplier such information relating to the System as the Supplier may require from time to time.

6.4 Until title to the System has passed to the Customer, the Supplier may enter any Premises and repossess the System without permission or notice and without obligation to make good the Premises.

6.5 The Supplier shall be entitled to invoice the Customer and receive and recover payment notwithstanding that title may not have yet passed to the Customer.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

7.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

7.3 All Supplier Materials are the exclusive property of the Supplier.

7.4 If a third party successfully claims that the System or the Services infringe that third party's Intellectual Property Rights the Supplier shall be entitled to replace the System (or the part in question) or re-supply the Services free of charge or, at the Supplier's discretion refund to the Customer the price of the System (or a proportionate part of the price) or the Services but the Supplier will not be accountable to the Customer in any other way and the Supplier hereby excludes any other liability that may arise out of any such third party claim.

8. Confidentiality

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction and may on a confidential basis make disclosure to its funders, successors and advisers. This clause 8 shall survive termination of the Contract.

9. Warranty

9.1 Subject to clause 9.2, the Supplier warrants that if any parts within the System (including wiring) that it has installed is defective as to material workmanship, the Supplier shall make good the defect without charge by repair or (at the Supplier's discretion) replacement of the relevant part, provided that the defect is notified to the Supplier as soon as the Customer becomes aware of the defect and in any event within one year of [practical completion] of installation but the labour for fitting and commissioning will be payable by the Customer at the Supplier's prevailing rates. If for any reason the above warranty does not apply then if the Customer wishes the Supplier to effect any repairs or

replacements all parts and labour for repairs or replacements will be chargeable at the applicable prevailing rates even if the Customer has a maintenance contract with the Supplier.

9.2 The warranty in clause 9.1 does not apply to defects caused wholly or partly by any of the following:

- (a) accident, act of god, wilful default, improper use of the System or failure by the Customer properly to follow operating instructions;
- (b) misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials or failure by the Customer to comply with its obligations under clause 4;
- (c) the failure of consumable items with a finite life linked to usage including (without limitation) infrared, halogen and other lamps, batteries, video recording heads and (except as regards any defect notified to the Supplier within 90 days of the Operative Date) CCTV cameras, hard drives and any moving parts;
- (d) misalignment or tampering with computer monitors, keyboards, or micro-processors or the use of unauthorised disks or software;
- (e) any Virus;
- (f) the effect of wear and tear; or
- (g) any work or alterations made to the System by anyone other than the Supplier.

9.3 The Customer acknowledges that:

- (a) the Supplier does not give a warranty that the System or Services will prevent any occurrence which they are designed to detect, and that the Supplier shall not be liable for any loss or damage consequential on any such occurrence. The Charges are based solely on the value of the Services and are unrelated to the value of property located at the Premises. Insurance, if any, shall be obtained by the Customer;
- (b) that the System may not be compatible with other receiving equipment and that the Supplier is under no obligation to maintain, repair, service, replace, operate or assure the operation of any equipment or device not provided by the Supplier to which the System is connected or whereby the connection is made or to make or recommend any alteration to the System or Services or an alteration being made to the Premises;
- (c) the Supplier's obligations and liabilities to the Customer arising out of or in connection with the System and those which are implied or imposed by law are, to the fullest extent permitted by applicable law, excluded from this agreement. The Customer acknowledges that this is reasonable and is reflected in the Charges; and
- (d) subject to clause 9.3(c):
 - (i) the Supplier accepts no liability for delays in installation of the System or for delays in interruptions in the provision of Services and may terminate or suspend Services for any period without liability for any resulting loss if provision of the Services is in any way adversely affected by

the act or default on the part of the Customer or any third party or a Force Majeure Event (as defined in clause 14);

(ii) the Supplier's liability for any defective equipment shall be limited to terms of the warranty in clause 9.1; and

(iii) subject to clause 10.1 the aggregate liability of the Supplier and its servants and agents for any breach of contract, breach of statutory duty or negligence arising out of this contract shall be limited in accordance with clause 10.2. The Customer shall notify the Supplier in writing of any such claims within 30 days of the occurrence giving grounds for such claim.

10. Limitation of liability:

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

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

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

(d) any other liability it is unlawful to exclude or limit.

10.2 Subject to clause 10.1:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of:

(i) £1,000,000; or

(ii) the actual proceeds received under any insurance policy or policies for the liability in question.

10.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.4 This clause 9 shall survive termination of the Contract.

11. Indemnity

11.1 The Customer shall be solely responsible for and shall keep the Supplier indemnified against all liabilities, claims and expenses incurred by the Supplier in relation to the use of the System by the Customer or any other person other than in strict accordance with operating instructions provided by the Supplier or by reason of the connection of the System to any equipment or device not provided by the Supplier, whether or not such connection is made in accordance with instructions provided by the Supplier.

12. Termination

12.1 Without limiting its other rights or remedies, either party may terminate the Contract at the end of the Initial Period or on any subsequent anniversary of the Operative Date by not less than 90 days written notice expiring on the relevant anniversary.

12.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

12.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.2(b) to clause 12.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.5 Where the Customer wishes to terminate this agreement for convenience and such termination takes effect before the end of the Initial Term or before the date otherwise stated in clause 12.1, it shall be entitled to do so on payment, without deduction, of the amount of the Early Termination Fee to the Supplier. The Early Termination Fee shall be in full and final settlement of all liabilities of the Customer arising out of any termination of this agreement for the Customer's convenience by the Customer pursuant to this clause but without prejudice to clause 13. This provision is in place of any common law rights that the Customer may have to terminate unless expressly stated in this clause 12 and accordingly its common law rights to terminate are excluded so far as allowed in law.

12.6 If the Customer enters into this agreement as a consumer then nothing in this agreement shall affect its rights as a consumer.

13. Consequences of termination

On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and any applicable interest due, all other sums payable to the Supplier under or in connection with the Contract that have not yet been invoiced, in respect of which the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt, and if the Contract has been terminated by the Supplier because of a breach of the Contract by the Customer or any other cause for which the Customer is at fault then the Supplier shall be entitled to invoice the Customer for what it would reasonably have expected to have been paid by the Customer under the Contract for the remainder of the Initial Period (if and to the extent not already invoiced);

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

14. Force majeure

14.1 For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, effects of any Virus, failure of any telecommunication and/or internet infrastructure, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors of the Supplier and all arrangements and dependencies of the Customer on third parties with which they have arrangements from time to time.

14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

15. General

15.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid

first class post or other next working day delivery service, commercial courier, fax or e-mail (to the email address commonly used for the Customer or for the Supplier [INSERT EMAIL ADDRESS] or such other notified for use).

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance.

(a) 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.

(b) If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

15.8 **Governing law.** 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), shall be governed by, and construed in accordance with the law of England and Wales.

15.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).