

Agreed terms

Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Additional Services: means those services similar to the Services and particularised within a Company quote, to be supplied by the Company from time to time, in accordance with clause 2.

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

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

Business Hours: the period from 9.00 am to 6.00 pm on any Business Day, unless otherwise agreed.

Cancellation Charges: means those sums payable to the Company by the Customer in the event of a cancellation of the Services as further particularised in clause 8 and Schedule 1.

Charges: the sums payable for the Services and any Additional Services including (in each case) the applicable Cancellation Charges, as particularised within the Pricing Schedule.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 4.1(c).

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Effective Date: means the date when this agreement has been signed by all parties.

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.

Order: means the Customer's written (including by email) or electronic order (placed through the Company's e-portal) for the Services and/or any Additional Services.

Services: means those services particularised in Schedule 1, to be supplied by the Company from time to time, in accordance with clause 2

Site: means the location where the Customer has requested the Company to send the Worker.

Term: has the meaning given in clause 2.1 below.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (S/2003/2426) as amended.

Used: covers the Service and briefing for the purposes of the Service by the Customer or a representative of the Customer.

VAT: value added tax chargeable in the UK or elsewhere.

Worker: means the individual interpreter or translator the Company has requested to carry out the Services for the Customer.

1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This agreement shall be binding on, and endure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to **writing** or **written** includes email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.15 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement, duration and Appointment

2.1 The Customer may place an Order for the Services and/or Additional Services from time to time. Each Order shall constitute an offer by the Customer to purchase the Services or Additional Services in accordance with the terms and conditions of this agreement. The terms and conditions of this agreement shall apply to each Order to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing which terms shall be considered void and of no effect. Upon the Company's acceptance of the Customer's Order (including by email confirmation or commencement of the Services), the parties will be deemed to have contracted for the provision of the relevant Services and/or Additional Services which shall be deemed incorporated into this agreement and the Company shall commence the provision of the Services in accordance with the terms and conditions of this agreement.

2.2 **Each party shall upon the Effective Date** appoint one of its employees to be a relationship manager responsible for liaison between the parties. The relationship managers will meet not less than quarterly to review the current status of the business relationship and manage any issues that may have arisen.

3. Company's responsibilities

3.1 The Company shall provide the Services with reasonable skill and care and shall use reasonable endeavours to supply the Services in accordance with this agreement and as set out in Parts 1 to 6 of Schedule 1.

3.2 The Company shall provide the Additional Services with reasonable skill and care and shall use reasonable endeavours to supply the Additional Services in accordance with this agreement and the Company's quote in relation to the Additional Services.

3.3 The Company shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this agreement.

3.4 The Company shall use reasonable endeavours to inform the Worker to observe all health and safety and security requirements that apply at the Site and that have been communicated to it under clause 4.1(d).

3.5 The Company shall use all reasonable endeavours to ensure that its employees and the Workers who carry out Services for the Customer shall act in a professional manner which will promote and maintain the image of the Customer.

3.6 The Company shall recruit and train the Workers to meet the needs of the Customer as set out in this agreement.

3.7 The Company expressly has no responsibility for the content which it is obliged to interpret nor does the Company have any responsibility for the implications of any of its translations.

4. Customer's obligations

4.1 The Customer shall:

(a) at all times grant the Company with the opportunity to rectify any of its Services within a reasonable period of time;

(b) co-operate and act in good faith to ensure that the Company's obligations under the terms and conditions can be met.

(c) provide, for the Company, its agents, subcontractors, employees and the Workers, in a timely manner and at no charge, access to the Site, data and other facilities as required by the Company including the supply of information to the Company in a form and manner that is legible and can reasonably be understood;

(d) provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party and where owned by a third party, procure a licence for the Company and the Workers to use the same at least to the extent required to provide the Company's Services) reasonably required by the Company in connection with the Services and ensure that they are accurate and complete (the Customer Materials); and

(e) inform the Company of all health and safety and security requirements that apply at the Site. The Customer undertakes not to provide any illegal text, video or audio data to the Company, nor use the Services of the Company for any purpose that is contrary to the law of the jurisdiction in which it will be provided/utilised.

4.2 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

4.3 The Customer undertakes to co-operate with any third-party involved with the delivery of the Service as far as is reasonable to ensure that the Company's responsibilities provided under this agreement are met.

5. Non-solicitation

5.1 The Customer shall not, without the prior written consent of the Company, at any time from the date of this agreement to the expiry of twelve (12) months after the termination or expiry of this agreement, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, subcontractor or Worker of the Company in the provision of the Services.

5.2 For the avoidance of doubt this clause applies to different departments, subsidiaries and related companies under the control of the Customer.

5.3 Any consent given by the Company in accordance with clause 5.1 shall be subject to the Customer paying to the Company a sum equivalent to 20% of the then current annual remuneration of the Company's employee, consultant, subcontractor or Worker or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant, subcontractor or Worker.

6. Variation of the Service

6.1 Either party may propose changes to the scope or execution of the Services. Where either party proposes any changes to the scope or execution of the Services, such changes shall only come into effect once each party has agreed the same in writing. Any proposed changes shall be provided in a document setting out the effect that those changes will have on:

- the Services;
- the Company's existing charges;
- the timetable of the Services; and
- any of the terms of this agreement.

6.2 If the Customer wishes to make a change to the Services it shall notify the Company and provide as much detail as the Company reasonably requires of the proposed changes, including the timing of the proposed changes.

7. Request for alterations to the work provided

7.1 The Customer acknowledges and agrees that:

- subject to clause 3.2, any timelines concerning requests for alterations made to the Company by the Customer will be determined by the Company upon booking of the Service;
- all quotes for Services provided to the Customer are subject to additional charges should any alteration be made to the provision of the Service by the Customer;
- additional travel time and expenses may be charged for any alteration;
- in the event any requests of alteration are made to the translation, any additional charges will be payable by the Customer for the translation of additional text, images or audio/video formats.

8. Charges and payment

8.1 In consideration of the provision of the Services by the Company, the Customer shall pay the Charges in British pounds sterling.

8.2 The Charges:

8.2.1 for the Services are particularised within the Pricing Schedule and can be varied with thirty (30) days' notice in writing by the Company; and

8.2.2 for the Additional Services are particularised in the Company's quote for the relevant Additional Services.

8.3 The Charges for the Services and/or Additional Services will be sent to the Customer in the form of a written invoice.

8.4 The Customer shall pay the Charges for the Service within thirty (30) days of the date of the invoice to a bank account nominated in writing by the Company from time to time. The Customer shall pay the Charges in full and cleared funds without set-off, counterclaim, withholding or deduction whatsoever.

8.5 Without any prejudice to any other right or remedy it may have, if the Customer fails to pay the Company any Charges due under this agreement on the due date, the Company

reserves the right to impose a 7.5% monthly cumulative surcharge on any payments that are received outside the 30-day period stated in clause 7.4.

8.6 The Company reserves the right to charge the Customer any bank transfer fees and expenses in addition to the costs of the Services.

8.7 The Customer warrants that it shall ensure that Orders for the Company's Services shall only be placed by those persons with authority to place such orders on the Customer's behalf.

9. Intellectual property rights

9.1 In relation to any Customer Materials, the Customer:

(a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

(b) grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the Term for the purpose of providing the Services to the Customer.

9.2 The Company does not provide any expressed or implied warranty that the receipt and use of the Services and any deliverables by the Customer including but not limited to any deliverables provided by the Worker shall not infringe the rights, including any Intellectual Property Rights, of any third party;

9.3 The Customer:

(a) warrants that the receipt and use of the Customer Materials in the performance of this agreement by the Supplier, its agents, subcontractors, consultants or Workers shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

10. Audit

During the Term, and not more than once per year, the Customer may audit the Company's compliance with its obligations under this agreement by giving the Company not less than ten (10) business days' previous notice.

11. Compliance with laws and policies

11.1 In performing its obligations under this agreement, the Company shall comply with the Applicable Laws.

12. Changes to the Services required as a result of changes to the Applicable Laws shall be agreed via the variation procedure set out in clause 6.

13. Data protection

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.

13.3 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary appropriate consents, permissions, authorities and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of this agreement.

13.4 Without prejudice to the generality of clause 13.2, the data processor shall, in relation to any personal data processed in connection with the performance by the data processor of its obligations under this agreement:

(a) process that personal data only on the documented written instructions of the data controller unless the data processor is required by Data Protection Legislation to otherwise process that personal data. Where the data processor is relying on Data Protection Legislation as the basis for processing personal data, the data processor shall promptly notify the data controller of this before performing the processing required by Data Protection Legislation unless Data Protection Legislation prohibits the data processor from so notifying the data controller;

(b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d) not transfer any personal data outside of the United Kingdom unless either: the Commission has decided, in accordance with Article 45 of the General Data Protection Regulation ((EU) 2016/679), that the third country, a territory or one or more specified sectors within that third country, or the international organisation to which personal data is to be transferred, ensures an adequate level of protection; or, the following conditions are fulfilled: (a) the data controller or the data processor has provided appropriate safeguards in relation to the transfer; and (b) the data subject has enforceable rights and effective legal remedies, where, in all cases, the data processor complies with reasonable instructions notified to it in advance by the data controller with respect to the processing of the personal data;

(e) assist the data controller, at the data controller's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the data controller without undue delay, and where practicable, within 48 hours, on becoming aware of a personal data breach;

(g) at the written direction of the data controller, delete or return personal data and copies thereof to the data controller on termination of the agreement unless required by Data Protection Legislation to store the personal data;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the data controller or the data controller's designated auditor, only so far as is necessary in order to demonstrate compliance, provided that the data controller: provides the data processor with no less than 30 days' notice of such audit or inspection; and the parties agree the scope, duration, and purpose of such audit or inspection in advance. If the data controller becomes privy to any confidential information of the data processor as a result of this clause 13.4(h), the data controller shall hold such confidential information in confidence and, unless required by law, not make the confidential information available to any third party, or use it for any other purpose. The data controller acknowledges that the data processor shall only be required to use reasonable endeavours to assist the data controller in procuring access to any third party assets, records or information as part of any audit; and

(i) inform the data controller immediately if, in the data processor's opinion, an instruction from the data controller infringes (or, if acted upon, might cause an infringement of) the Data Protection Legislation.

13.5 The Customer consents to the Company employing its Workers as third-party processors of personal data, under this agreement.

14. Confidentiality

14.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

(a) to its Workers, employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its Workers, employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14.4 The Company further undertakes to use all reasonable efforts to prevent its Workers from disclosing confidential information, which has been obtained during the provision of Services for the Customer, to any third party except where:

(a) there is a requirement to disclose the information by Law, and only to the extent required; and/or

(b) the disclosure has been authorised in writing by the Customer.

14.5 For the avoidance of doubt, Confidential information shall be disclosed for the purposes of performing an audit (where reasonable), and only to the extent that it is necessary for such audit.

14.6 Confidential Information gained prior to the agreement on these terms and conditions may be used by either party.

14.7 The Customer acknowledges that for the purposes of conducting the Services set out in this agreement, the Company will pass the relevant Confidential Information to its sub-contractors, all of whom have agreed to terms of confidentiality materially similar to those set out within this clause 14..

15. Limitation of liability

15.1 Nothing in this agreement limits either party's liability for any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by that party's negligence;

(b) fraud or fraudulent misrepresentation; and

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

15.2 Save as expressly set out within this agreement, the Company does not give the Customer any warranties in relation to the Services and/or the Additional Services whatsoever and expressly excludes any implied warranties, terms, conditions and guarantees to the maximum extent permitted by law.

15.3 Subject to clause 15.1, and whether such liability arises in contract, tort (including negligence and breach of statutory duty) or otherwise arising, the Company shall not be liable to the Customer for any:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information;

(vi) loss of or damage to goodwill; and

(vii) indirect or consequential loss.

howsoever arising out of, or in connection with this agreement and the provision of the Services and/or the Additional Services or their receipt and/or use by the Customer.

15.4 Subject to clause 15.1, the Company's total maximum aggregate liability arising out of or in connection with this agreement, whether in contract, tort (including negligence and breach of statutory duty) or otherwise shall not exceed the total Charges paid and payable for the Services in relation to which the liability event arises.

15.5 The Customer shall indemnify, defend and hold harmless the Company against all liabilities, damages losses, costs and expenses (including reasonable professional fees) that the Company may incur, as a result of any claim that may be made against the Company in consequence of the content or nature of any document translated or words interpreted by the Company.

16. Termination

16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with one (1) months' notice by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(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 any of 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);

(e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(f) 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;

(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(h) 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 the other party's assets and such attachment or process is not discharged within fourteen (14) days;

(i) 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 16.1(b) to clause 16.1(h) (inclusive); or

(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.2 For the purposes of clause 16.1(a) **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the

terminating party would otherwise derive from a substantial portion of this agreement over the term of this agreement.

16.3 Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or
- (b) there is a change of Control of the Customer.

17. Consequences of termination

17.1 On termination or expiry of this agreement:

- (a) any Order for either Services and/or Additional Services accepted by Company before or within the period of notice and falling due to be provided during the notice period shall be subject to this agreement;
- (b) should the termination occur within the Term of this agreement, the Company reserves the right to charge the Customer for any expense incurred in the provision of a service that the Customer has requested.
- (c) the Customer shall immediately pay to the Supplier all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- (d) the following clauses shall continue in force: clause 1 (Interpretation), clause 5 (Non-solicitation), clause 10 (Intellectual property rights), clause 14 (Confidentiality), clause 15 (Limitation of liability), clause 17 (Consequences of termination), clause 21 (Waiver), clause 23 (Severance), clause 25 (Conflict), clause 30 (Multi-tiered dispute resolution procedure), clause 31 (Governing law) and clause 32 (Jurisdiction).

17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

18. Force majeure

18.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

18.2 Provided it has complied with clause 18.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

18.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

18.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 28 (twenty-eight) calendar days, the party not affected by the Force Majeure Event may terminate this agreement by giving one (1) weeks written notice to the Affected Party.

19. Assignment and other dealings

19.1 This agreement is personal to each party and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without first obtaining the other party's written agreement.

20. Variation

20.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.2 All variations (including, for the avoidance of doubt, any variations to the Services in accordance with clause 6) must be agreed in writing and added as an appendix to this Agreement.

21. Waiver

21.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

22. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Severance

23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

23.2 If any provision or part-provision of this agreement is deemed deleted under clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. Entire agreement

24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

25. Conflict

If there is an inconsistency between any of the provisions of this agreement (clauses 1 – 32 inclusive) and the provisions of the Schedules, the provisions of this agreement (clauses 1 – 32 inclusive) shall prevail.

26. No partnership or agency

26.1 Nothing in this agreement 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.

26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. Third party rights

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

27.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

28. Notices

28.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address as provided in the header of this agreement for the Company and the email address specified by the Customer at the time.

28.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; and
- (b) 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; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 28.2(c), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

28.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. Counterparts

29.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.

30. Multi-tiered dispute resolution procedure

30.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Account Manager of the Customer and Account Manager of the Supplier shall attempt in good faith to resolve the Dispute.;

- (b) if the Account Manager of the Customer and Account Manager of the Supplier are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director of the Customer and Managing Director of the Supplier who shall attempt in good faith to resolve it; and

- (c) if the Managing Director of the Customer and Managing Director of the Supplier are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice.

No party may commence any court proceedings under clause 32 (Jurisdiction) (in relation to the whole or part of the Dispute until thirty (30) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

30.2 If the Dispute is not resolved within thirty (30) days after service of the ADR notice, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 31 (Governing law) and clause 32 (Jurisdiction).

31. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32. Jurisdiction

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

This agreement has been entered into on the date stated at the beginning of it.