

Terms and Conditions

In the following terms and conditions it is agreed as follows:

1. Definitions & Interpretation

1.1 In this Agreement:

“Acceptance Criteria” has the meaning given to it in Clause 5.2;

“Acceptance Period” means the period of 5 Business Days beginning on the date of actual delivery of the Project to the Customer;

“Affiliate” means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

“Agreement” means this agreement (including the Schedule), and any amendments to it from time to time;

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 09:30 and 17:30 GMT on a Business Day;

“CCN” means a change control notice issued in accordance with Clause 6;

“CCN Consideration Period” means the period of 3 Business Days following the receipt of a CCN sent by the other party;

“Change” means any change to the terms of this Agreement (including for the avoidance of doubt any change to Project specification in the Schedule);

“Charges” means the amounts payable by the Customer to the Provider under or in relation to this Agreement (as set out in the Schedule);

“Confidential Information” means the Customer Confidential Information and the Provider Confidential Information;

“Control” means the legal power to control (directly or indirectly) the management of an entity (and “Controlled” will be construed accordingly);

“Credit” means a credit for the Provider on the Project, in the form specified in the Schedule;

“Customer” means the customer for services under this Agreement as specified in the Schedule;

“Customer Confidential Information” means:

- (a) any information disclosed by the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
- (b) was marked as “confidential”; or
- (c) should have been reasonably understood by the Provider to be confidential.

“Customer Works” means the works and materials provided to the Provider by the Customer, or by any third party acting for or on behalf of the Customer, for incorporation into the Project;

“Data Protection Legislation” means the UK Data Protection Legislation and (for so long as and the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

“Defect” means a defect, error or bug having a material adverse effect on the appearance, operation or functionality of the Project but excluding any defect, error or bug caused by or arising as a result of:

- (a) an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents or subcontractors; or
- (b) an incompatibility between the Project and any other application, program or software (other than the Customer Works and the Third Party Works);

“Delivery Date” means the date for delivery of the Project specified in the Schedule;

“Design Elements” means the visual appearance of the Project (including page layouts, artwork, photographs, logos, graphics, animations, video works and text comprised in the Project) together with all markup and stylesheets comprised in or generated by the Project, but excluding:

- (a) the Customer Works; and
- (b) the Third Party Works;

“Effective Date” means the date of execution of the Schedule;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, denial of service attacks, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Personal Data” has the meaning given to it in clause 12.4;

“Project” means the creative work, website, web application or mobile application to be created by the Provider for the Customer under this Agreement and scoped by the Schedule.

“Provider” means Purr Digital Ltd, a company incorporated in England & Wales (registration number 08418302) having its registered office at 86-90 Paul St, London EC2A 4NE;

“Provider Confidential Information” means:

- (a) any information disclosed by the Provider to the Customer during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
- (b) was marked as “confidential”; or
- (c) should have been reasonably understood by the Customer to be confidential.

“Schedule” means the schedule document attached to this Agreement;

“Services” has the meaning given to it in Clause 3.1;

“Software Elements” means the Project excluding:

- (a) the Design Elements;
- (b) the Customer Works; and
- (c) the Third Party Works;

“Third Party Works” means the works and materials comprised in the Project, the Intellectual Property Rights in which are owned in whole or part by a third party (excluding the Customer Works);

“Term” means the term of this Agreement;

“UK Data Protection Legislation” means any data protection legislation from time to time in force in the UK, including the Data Protection Act 2018 or any successor legislation; and

1.2 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of this Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of this Agreement.

2. Term

2.1 This Agreement will come into force on the Effective Date and will continue in force until the later of:

- (a) the acceptance of the Project by the Customer in accordance with Clause 5; and
- (b) the receipt by the Provider of all amounts due to be paid by the Customer to the Provider under this Agreement, upon which it will terminate automatically, unless terminated earlier in accordance with Clause 14.

3. The Services

3.1 The Provider will:

- (a) design, develop and deliver the Project;
- (b) incorporate the Customer Works specified in the Schedule or agreed in writing by the parties, together with the Third Party Works, into the Project;
- (c) keep the Customer informed of the progress of the Project's development;
- (d) provide the Customer with reasonable access to the Project during the Term; and
- (e) deliver the Project and the files comprising the Project to the Customer in accordance with Clause 5, (the “Services”).

3.2 The Provider will use reasonable endeavours to perform the Services in accordance with the timetable set out in the Schedule; however, the Provider does not guarantee that that timetable will be met.

4. Customer Obligations

4.1 The Customer will provide the Provider with:

- (a) such cooperation as is required by the Provider (acting reasonably) to enable the performance by the Provider of its obligations under this Agreement; and
- (b) all information and documents required by the Provider (acting reasonably) in connection with the provision of the Services.

4.2 The Customer will be responsible for procuring any third party cooperation reasonably required by the Provider to enable the Provider to fulfil its obligations under this Agreement.

4.3 The Customer will supply to the Provider all those Customer Works that are specified in the Schedule.

4.4 The Customer will fulfil its obligations under Clause 4.3 in accordance with the timetable set out in the Schedule or, if no timetable is set out, promptly following the receipt of a written request for the relevant Customer Works from the Provider. The Provider shall not be in breach of this Agreement by virtue of any delay in the performance of its obligations under this Agreement arising out of a breach by the Customer of this Clause 4.4.

4.5 The Customer hereby grants to the Provider a licence to copy and use the Customer Works during the Term for the purposes of fulfilling its obligations and exercising its rights under this Agreement.

5. Delivery and Acceptance

5.1 The Provider will use reasonable endeavours to deliver the Project to the Customer for acceptance testing on or before the Delivery Date. The Provider hereby grants to the Customer a licence to use the Software Elements and Design Elements during the Acceptance Period only for the purpose of carrying out tests under this Clause 5.

5.2 During the Acceptance Period, the Customer will carry out acceptance tests to determine:

- (a) whether the Project conforms in all material respects with the specification of the Project in the Schedule; and
- (b) whether the Project has any Defects (the "Acceptance Criteria").

5.3 If the Project meets the Acceptance Criteria, the Customer will send to the Provider a written

notice during the Acceptance Period confirming acceptance of the Project.

5.4 If the Project does not meet the Acceptance Criteria:

- (a) the Customer will send to the Provider a written notice during the Acceptance Period setting out in detail the respect(s) in which the Project does not meet the Acceptance Criteria; and
- (b) the Provider will have a further remedial period (of 15 Business Days) to modify the Project so that it meets the Acceptance Criteria.

5.5 The Project will be deemed to have been accepted by the Customer if:

- (a) the Customer does not give any notice to the Provider under either Clause 5.3 or Clause 5.4 during the Acceptance Period; or
- (b) the Customer publishes the Project or uses the Project for any purpose other than testing.

5.6 Before the end of any remedial period under Clause 5.4(b), the Provider shall re-deliver the Project to the Customer, and the provisions of this Clause 5 shall re-apply in relation to re-delivered Project, save that if the Project still does not meet the Acceptance Criteria upon re-delivery, the Customer may elect by written notice to the Provider:

- (a) to re-apply Clause 5.4; or
- (b) to terminate this Agreement forthwith,

such notice to be sent by the Customer and received by the Provider during the relevant Acceptance Period.

6. Change Control

6.1 The provisions of this Clause 6 apply to all Changes requested by a party.

6.2 Either party may request a Change at any time.

6.3 When requesting a Change, the requesting party will notify the other party and provide a CCN. The CCN will set out (as a minimum):

- (a) details of the impact on the timetable for the provision of the Services;
- (b) details of any Customer Works and Third Party Works that will be required as a result of the Change; and
- (c) details of any variation to the Charges consequent upon the Change.

- 6.4 The other party will consider any proposed Change and respond to any CCN within the CCN Consideration Period.
- 6.5 Either party may:
- (a) accept or reject a CCN issued by the other party;
 - (b) request further information concerning any aspect of a CCN issued by the other party; and/or
 - (c) request amendments to a CCN issued by the other party.
- 6.6 Following agreement of a CCN, each party will confirm its agreement to the CCN by:
- (a) signing a copy of the CCN and sending the signed CCN to the other party; or
 - (b) otherwise sending its written acceptance of the CCN to the other party.
- 6.7 Until a CCN recording a proposed Change has been signed or agreed in writing by each party, the proposed Change will not take effect.

7. Unlawful Content

- 7.1 The Customer must ensure that the Customer Works will not:
- (a) infringe any person's Intellectual Property Rights or other legal rights;
 - (b) breach any laws or regulations; or
 - (c) give rise to a cause of action against any person, in each case under English law.
- 7.2 Any breach by the Customer of Clause 7.1 will be deemed to be a material breach of this Agreement for the purposes of Clause 14.
- 7.3 The Customer hereby indemnifies and undertakes to keep indemnified the Provider against any and all damages, liabilities, cost, losses and expenses (including legal expenses) suffered or incurred by the Provider and arising out of any breach or alleged breach by the Customer of Clause 7.1.

8. Charges and Payment

- 8.1 The Provider will issue invoices via email for the Charges to the Customer on the relevant invoicing dates set out in the Schedule, or (if earlier) upon the acceptance of the Project by the Customer. Invoices will be deemed to have been received once sent.

- 8.2 The Customer will pay the Charges and any applicable tax (including VAT) to the Provider within 14 days of the date of issue of an invoice issued in accordance with Clause 8.1.
- 8.3 All Charges stated in or in relation to this Agreement are stated exclusive of VAT, unless otherwise stated. stated. VAT shall be charged in addition to the Charges.
- 8.4 Charges must be paid by bank transfer or by cheque (using such payment details as are notified by the Provider to the Customer from time to time).
- 8.5 Any licence fees for Third Party Works are included in the Charges (unless the parties otherwise agree in writing).

9. Intellectual Property Rights

- 9.1 From the date of acceptance of the Project by the Customer, the Provider hereby assigns to the Customer with full title guarantee all Intellectual Property Rights in the Design Elements. These rights are assigned for the whole term of such rights together with all reversions, revivals, extensions and renewals, and this assignment includes the right to bring proceedings for past infringement of the assigned Intellectual Property Rights.
- 9.2 All Intellectual Property Rights in the Software Elements will, as between the parties, be the property of the Provider and, from the date of acceptance of the Project by the Customer, the Provider grants to the Customer a non-exclusive worldwide licence to use the Software Elements in connection with the Project, subject always to the other terms of this Agreement, and providing the Customer must not:
- (a) sell, resell, rent, lease, supply, distribute or redistribute the Software Elements;
 - (b) use the Software Elements in connection with any website, web application, script, computer program or software (other than the Project);
 - (c) alter or adapt or edit the Software Elements, and the Customer may only sub-license the rights licensed under this Clause for the limited purposes, and subject to the express restrictions, specified in this Clause.
 - (d) disassemble, decompile, reverse translate or in any other manner decode the Software Elements, except as permitted by law
- 9.3 The Customer shall take all reasonable precautions to prevent any unauthorised access to any copy of the Software Elements.
- 9.4 The Third Party Works will be (at the option of the Provider / as agreed in writing between the parties):
- (a) supplied in accordance with the relevant licensor's standard terms for online use;

- (b) supplied on licence terms notified by the Provider to the Customer;
- (c) sub-licensed by the Provider to the Customer on terms notified by the Provider to the Customer; and/or
- (d) sub-licensed by the Provider to the Customer on the basis of a non-exclusive, worldwide, royalty-free licence to use the Third Party Works in connection with the Project.

9.5 Notwithstanding any other provision of this Agreement, the assignments and licences granted by the Provider under this Agreement are subject to the payment by the Customer of all amounts owing to the Provider under this Agreement in full and on time. In the event that the Customer owes any amount to the Provider under this Agreement and fails to pay that amount to the Provider within 14 days of receiving a notice:

- (a) requiring it to do so; and
- (b) specifying that the assignments will revert and the licences will terminate if the amount remains unpaid,

then the Provider may immediately revert the assignments and terminate the licences granted by the Provider under this Agreement by giving written notice of reversion and termination to the Customer.

9.6 Subject to Clause 9.4, upon and following the termination of this Agreement, any licences granted by the Provider to the Customer under this Clause 9 will continue notwithstanding termination.

9.7 The Provider waives (and will use reasonable endeavours to seek to ensure that its employees and subcontractors waive) any moral rights they may have in the Project arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights anywhere in the world.

10. Warranties and Indemnity

10.1 The Customer warrants to the Provider that it has the legal right and authority to enter into and perform its obligations under this Agreement.

10.2 The Provider warrants to the Customer:

- (a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;
- (b) that it will perform its obligations under this Agreement with reasonable care and skill;

- (c) that the Project (excluding the Customer Works and Third Party Works) will not:
 - (i) infringe any person's Intellectual Property Rights or other legal rights;
 - (ii) breach any laws or regulations; or
 - (iii) give rise to a cause of action against any person,
 - in each case under English law; and
- (d) that the Project will operate without any Defects upon the date of acceptance of the Project.

- 10.3 If the Customer demonstrates to the Provider that the Project suffers from any Defect during the period of 14 days following the date of acceptance, the Provider will, for no additional charge, carry out any work necessary in order to remedy the Defect.
- 10.4 The Customer acknowledges that the Provider will design the Project to work with the web browser and server technologies specified in the Schedule, and the Provider does not warrant that the Project will work with any other web browser or server technologies.
- 10.5 Without prejudice to the warranty in Clause 10.2(c), the Customer further acknowledges that the Provider does not purport to provide any legal advice under this Agreement or in relation to the Project and the Provider does not warrant that the Project will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.
- 10.6 All of the parties' liabilities and obligations in respect of the subject matter of this Agreement are expressly set out herein. To the maximum extent permitted by applicable law and subject to Clause 11.1, no other terms concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
- 10.7 The Provider hereby indemnifies and undertakes to keep indemnified the Customer against any and all damages, liabilities, cost, losses and expenses (including legal expenses on the standard basis) suffered or incurred by the Customer and arising out of any breach or alleged breach by the Provider of Clause 10.2(c).

11. Limitations and Exclusions of Liability

- 11.1 Nothing in this Agreement will:
 - (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in this Agreement:

- (a) are subject to Clause 11.1;
- (b) govern all liabilities arising under this Agreement or any collateral contract or in relation to the subject matter of this Agreement or any collateral contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
- (c) will not limit or exclude the liability of the parties under the express indemnities set out this Agreement, and any amounts paid under any indemnity in this Agreement shall not count towards any aggregate liability cap under Clause 11.10.

11.3 The Provider will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

11.4 The Provider will not be liable for any loss of business, contracts or commercial opportunities.

11.5 The Provider will not be liable for any loss of or damage to goodwill or reputation.

11.6 The Provider will not be liable in respect of any loss or corruption of any data, database or software.

11.7 The Provider will not be liable in respect of any special, indirect or consequential loss or damage.

11.8 The Provider will not be liable for any losses arising out of a Force Majeure Event.

11.9 The Provider liability in relation to any event or series of related events will not exceed the greater of:

- (a) £250,000; and
- (b) the total amount paid and payable by the Customer to the Provider under this Agreement during the 3 month period immediately preceding the event or events giving rise to the claim.

11.10 The Provider's aggregate liability under this Agreement and any collateral contracts will not exceed the greater of:

- (a) £250,000; and

- (b) the total amount paid and payable by the Customer to the Provider under this Agreement.

12. Data Protection

- 12.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under this Agreement
- 12.2 The Customer and the Provider acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor.
- 12.3 The Customer and the Provider will comply with the Data Protection Legislation.
- 12.4 The Data Processing Addendum sets out the scope, nature and purpose of the processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal Data)) and categories of data subject.
- 12.5 The Provider shall, in relation to any Personal Data processed in connection with the Services:
 - (a) Process that Personal Data only on written instructions of the Customer;
 - (b) Keep the Personal Data confidential;
 - (c) Comply with the Customer's data protection policy;
 - (d) Comply with the Customer's reasonable instructions with respect to processing Personal Data.
 - (e) Not transfer any Personal Data outside of the European Economic Area without the Customer's prior written consent.
 - (f) Assist the Customer in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
 - (g) Notify the Customer without undue delay on becoming aware of a Personal Data breach or communication which relates to the Customer's or Provider's compliance with the Data Protection Legislation.
 - (h) At the written request of the Customer, delete or return Personal Data and any copies thereof to the Customer on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data.

- (i) Maintain complete and accurate records and information to demonstrate compliance with this clause 12.

12.6 The Provider shall ensure that he has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

12.7 The Customer agrees to the Agent appointing any third party processor of Personal Data under this agreement provided that i) the Agent notifies the Customer of the appointment; ii) the third party processor agrees to be bound by the provisions of this clause 12; and iii) the third party processor is not allowed to appoint further sub-processors.

13. Confidentiality and Publicity

13.1 The Provider will:

- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 13; and
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.2 The Customer will:

- (a) keep confidential and not disclose the Provider Confidential Information to any person save as expressly permitted by this Clause 13; and
- (b) protect the Provider Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.3 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

13.4 The obligations set out in this Clause 13 shall not apply to:

- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);

- (b) Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer, and Provider Confidential Information that is in possession of the Customer prior to disclosure by the Provider; or
- (c) Customer Confidential Information that is received by the Provider, and Provider Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information.

13.5 Nothing in this Agreement shall restrict a party from making any disclosure of Confidential Information that is:

- (a) required by law; or
- (b) required by a governmental authority, stock exchange or regulatory body,

provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

13.6 Neither party will make any public disclosure relating to the subject matter of this Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party not to be unreasonably withheld or delayed.

14. Termination

14.1 Either party may terminate this Agreement at any time by giving at least 14 days' written notice to the other party.

14.2 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:

- (a) commits any material breach of any term of this Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- (b) persistently breaches the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach).

14.3 Either party may terminate this Agreement immediately by giving written notice to the other party if:

- (a) the other party:

- (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

14.4 This Agreement may also be terminated by the Customer under Clause 5.6.

15. Effects of Termination

15.1 Upon termination all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7.3, 8.5, 9.2 to 9.5, 9.7, 10.3, 10.7, 11, 13.1 to 13.5, 15, and 16.3 to 16.13.

15.2 Termination of this Agreement will not affect either party's accrued rights (including the Provider's accrued rights invoice for and to be paid the Charges) as at the date of termination.

15.3 If this Agreement is terminated under Clause 14.1, or by the Customer under Clause 5.6, 14.2 or 14.3 (but not in any other case):

- (a) the Provider will promptly provide to the Customer an electronic copy of the Project;
- (b) the Provider will provide such assistance as is reasonably requested by the Customer to transfer the hosting of the Project to the Customer or another service provider, subject to payment of the Provider's reasonable expenses; and

- (c) the Customer will be entitled to a refund of any Charges paid by the Customer to the Provider in respect of any Services which were to be performed after the date of effective termination, and will be released from any obligation to pay such Charges to the Provider (such amount to be calculated by the Provider using any reasonable methodology).

15.4 Save as provided in Clause 15.3(c), the Customer will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to the Provider.

16. General

16.1 Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address given below (or as notified by one party to the other in accordance with this Clause).

The Provider

Purr Digital Ltd, 86-90 Paul Street, London EC2A 4NE. Fax: 020 3475 2062.

Email: info@purrdigital.com.

16.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice sent by recorded signed-for post, 48 hours after posting; and
- (c) where the notice sent by fax or email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

16.3 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

16.4 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

16.5 Nothing in this Agreement will constitute a partnership, agency relationship or contract of

employment between the parties.

- 16.6 This Agreement may not be varied except:
- (a) through the Change control procedure in Clause 6; or
 - (b) by a written document signed by or on behalf of each of the parties.
- 16.7 Subject to Clause 16.8, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.
- 16.8 Notwithstanding clause 16.7, the Provider may subcontract any of its obligations under this Agreement to any third party.
- 16.9 Neither party will, without the other party's prior written consent, either during the term of this Agreement or within 6 months after the date of effective termination of this Agreement, engage, employ or otherwise solicit for employment any employee or contractor of the other party who has been involved in the performance of this Agreement.
- 16.10 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under this Agreement.
- 16.11 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 16.12 This Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this Agreement. Subject to Clause 11.1, each party acknowledges that no representations or promises not expressly contained in this Agreement have been made by or on behalf of the other party. Nothing in this clause excludes any liability for fraud.
- 16.13 This Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to settle any dispute arising under or in connection with this Agreement.

Execution

The parties have indicated their acceptance of this Agreement by executing it below.

Signed by

Print name

Date

duly authorised for and on behalf of the Customer.

Signed by

Print name

Date

duly authorised for and on behalf of the Provider.