

## Terms and Conditions

These Terms and Conditions are the standard terms that apply to all Services provided by us, Reach I.T. Management Limited, a company registered in England and Wales under number 10039580, whose registered office address is Unit 4 Davy Court Castle Mound Way, Central Park, Rugby, Warwickshire, England, CV23 0UZ (referred to as "the Company/we/us/our").

### 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"Client/you/your"** means the business detailed in our Service Agreement to which the Services are to be provided. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business will be the Client in the context of the Contract;

**"Contract"** means the legally binding contract formed upon your acceptance of our Service Agreement as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;

**"Equipment"** means any documentation, devices, software, know-how or other works created, supplied or updated (whether alone or jointly) in the course of providing the Services and any hardware owned or used by you which is not provided by us but for which we have agreed to provide the Services as set out in the Service Agreement including any additional equipment which we agree to support in accordance with clause 2.7;

**"Service Agreement"** means the agreement we will send to you, setting out the Services to be provided, which will incorporate, and be subject to, these Terms and Conditions. Any prices quoted remain open for acceptance for a period of 30 days unless otherwise specified;

**"Services"** means the devices and documentation, remote support services, monitoring services, packaged services, professional services, telecoms and internet, managed networks, email, third party software updates, backup services and/or hardware rental to be provided by us to you as set out in our Service Agreement;

**"Site"** means the Client's site at which the Services are to be provided;

**"Term"** means the minimum term as stated in the Service Agreement, from the Contract start date and any subsequent renewed term, as set out in clauses 2 and 6;

**"User"** means an agreed user who is registered with us.

- 1.2 Save as otherwise expressly provided, if there is any inconsistency between the Terms and Conditions and the Service Agreement, the provisions of the Terms and Conditions shall prevail.

- 1.3 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.3.1 "writing/written" includes emails and similar communications;

1.3.2 a statute or a provision of a statute is a reference to that statute or provision as may be amended or re-enacted at the relevant time;

1.3.3 "Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.3.4 a clause is a reference to a clause of these Terms and Conditions;

1.3.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions; and

1.3.6 the respective parties includes their employees and agents.

- 1.4 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

- 1.5 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

### 2. The Contract

- 2.1 A binding contract shall not come into existence between the parties unless and until we issue a written order acknowledgement to you, deliver the devices to you or commence the Services (whichever occurs earliest).

- 2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

- 2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that the Contract reflects your requirements. Our Service Agreement is based on the information provided to us at the time we prepare it. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it.

- 2.4 Our Service Agreement will constitute our entire scope of works but will be subject to amendment as detailed below.

- 2.5 The Contract will commence on the start date specified in the Service Agreement and will continue in force for the minimum Term and then will be automatically renewed for a further duration of the minimum Term unless it is terminated in accordance with clause 6.

- 2.6 If you wish to vary the Services to be provided, please notify us as soon as possible. We will endeavour to agree any required changes in writing and will confirm any additional costs incurred as a result.

- 2.7 As a minimum, we shall provide the Services as set out in the Service Agreement during the Term ("**Minimum Service Volume**"). The Minimum Service Volume may not be decreased by you. Any additions to the Minimum Service Volume ("**Additional Service Volumes**") may be requested by notifying our service desk by emailing support@reach-it.co.uk. If we approve your request, any Additional Service Volumes shall be provided for the remainder of the applicable Term and may also not be decreased during the Term. All Additional Service Volumes shall be provided in accordance with these Terms and Conditions, and shall be subject to all invoicing and payment provisions of these Terms and Conditions, including but not limited to clause 5.

### 3. Support Services

- 3.1 We will supply the Services to the Client in accordance with the specification set out in the Service Agreement.
- 3.2 All Services will be carried out during the hours as per the Service Agreement. Any works required outside of these hours will incur additional costs.
- 3.3 Both Parties will be required to appoint a primary contact in relation to the Services, who will have the authority to contractually bind that Party in all matters relating to the Services. The Parties will endeavour to ensure continuity but will have the right to replace any such primary contact as required, subject to notifying the other Party of the replacement in writing.
- 3.4 We will make all reasonable efforts to respond to support requests in a timely manner, but time will not be of the essence in the performance of these obligations.
- 3.5 Any User may log a support request by the Reach IT Support system or by email.
- 3.6 Support requests will be investigated remotely. On-site visits are not supplied in support packages unless otherwise agreed and will only be provided if we deem this absolutely necessary at our sole discretion and then will only be provided at additional costs to you. Further we reserve the right to charge for any aborted or cancelled visits to the Site where we are given less than 48 hours' notice of the cancellation.
- 3.7 We will maintain a list of agreed Users and Equipment included within the Services. You may request copies of this at any time.
- 3.8 We will assess whether your Equipment meets the minimum requirements for our support Services throughout the Term of the Contract. If it does not, you permit us to carry out such updates as may be necessary to bring them up to the minimum requirements, and pay any costs associated with this.

The following clauses apply to third-party software:

- 3.9 Your use of third-party software whether provided by us or otherwise will be subject to the third party's separate terms and conditions, which may be revised from time to time. We may accept these terms and conditions on your behalf during the set-up process but it is your responsibility to ensure you, and any User, complies with such terms and conditions.
- 3.10 We provide security services and where the minimum standards are not complied with you must sign a disclaimer.
- 3.11 Where we are providing you with anti-virus and anti-spam protection under the Contract, we will use all reasonable endeavours to ensure it is kept up-to-date. However, we cannot guarantee that such protection will block all viruses or spam and you are required to remain vigilant at all times and to follow any guidance we and/or the software manufacturer may provide in relation to internet best practice.

The following clauses apply to Equipment:

- 3.12 If we deem any Equipment to be beyond economical repair, we will provide you with a quotation to replace it. You can

replace it with a suitable alternative from another supplier but please keep us informed in this event. If you do not accept our quotation this must be in writing and if you do not replace the Equipment, we reserve the right to terminate the Contract or exclude the affected Equipment from the scope of the Services.

- 3.13 We make no warranty that any Equipment or Services provided will be uninterrupted or error-free, nor that any Equipment will be compatible with and/or work in conjunction with any other software or hardware used unless such other software or hardware has been agreed as compatible by us in writing.
- 3.14 We make no representation or warranty that all faults will be fixed, or will be fixed within a specified period of time.
- 3.15 We may provide you with such information and advice in connection with the Services and the provision thereof as you may, from time to time, reasonably require. However, we accept no responsibility for any actions taken as a result of such advice or recommendations, nor shall we be liable for any consequences should our professional advice not be taken.
- 3.16 Subject to the provisions of clause 2.7, any additional Services required beyond the scope of Services set out in the Service Agreement are excluded from the Contract and if required, they will be chargeable and subject to a new Service Agreement. If we agree to provide these Services (at our discretion), we will provide a quotation and will need your written consent in order to proceed. This includes, but is not limited to:
  - 3.16.1 custom-built applications, accountancy software, software without manufacturer support or where the support has expired, and all devices except for the Equipment;
  - 3.16.2 movement or relocation of the Equipment within the Site or elsewhere;
  - 3.16.3 change in functionality of Equipment;
  - 3.16.4 costs of hardware, software, other equipment, network cabling, parts and delivery, and the installation and set-up of new Equipment;
  - 3.16.5 maintenance or support for anyone other than the agreed Users or at locations other than the Site;
  - 3.16.6 issues caused by any failure of yours or any User to comply with your obligations under the Contract;
  - 3.16.7 consultancy, training or project work; and
  - 3.16.8 hardware maintenance support, consumables or paper feed failures.

### 4. Your Obligations

- 4.1 You agree (and will ensure all Users agree), where applicable, to:
  - 4.1.1 report faults promptly to us, in any event within 24 hours of discovering the fault;
  - 4.1.2 immediately stop the use of any faulty Equipment;
  - 4.1.3 provide us with such information and assistance in connection with the Services as we may reasonably

- require, within sufficient time to enable us to perform the Services in accordance with the Contract;
- 4.1.4 perform your obligations under this Contract in a reasonable and timely manner;
- 4.1.5 not sub-licence our Services to any third party;
- 4.1.6 act in accordance with any and all reasonable instructions issued by us in relation to the Services;
- 4.1.7 consult with us in advance with respect to any new computer hardware, devices and/or software which you intend to procure where such hardware, devices and/or software is to be added to the Contract;
- 4.1.8 allow us access to the Site at all reasonable times for the purpose of providing the Services;
- 4.1.9 ensure that Site conditions are maintained in accordance with the manufacturers' specifications;
- 4.1.10 ensure operators and other staff using the Equipment are properly trained, operate the Equipment within the standards as laid down by us and the manufacturer, and comply with our advice in connection with the use and operation of the Equipment;
- 4.1.11 not allow any person other than us (or a person acting under our instruction) to interfere with, modify, repair, relocate or service the Equipment;
- 4.1.12 inform us of any change in your address or contact details;
- 4.1.13 comply at all times with the manufacturers' specifications, including where replacement consumables are required;
- 4.1.14 maintain any loaned/rented equipment in good working order and return it to us at the end of the Term in the same condition it was provided to you; in the event of a breakdown the manufacturers warranty will apply and this must be notified to us as soon as reasonable possible;
- 4.1.15 virus-check all data and material supplied to us;
- 4.1.16 keep secure from third parties any passwords issued by us to you;
- 4.1.17 ensure passwords chosen by you and all of your employees, agents and sub-contractors are suitably strong, containing a combination of letters, numbers and symbols, and are changed regularly, no less frequently than once every 3 months;
- 4.1.18 obtain and maintain all necessary licences, permissions and consents in connection with the Services.
- 4.2 The risk in any loaned equipment shall pass to you upon it leaving our physical possession or control and shall not revert back to us until the loaned equipment is back in our possession or control where applicable.
- 4.3 Title and all rights to the loaned equipment shall at all times be vested in us and you acknowledge that you have no right, title, property or ownership in the loaned equipment.
- 4.4 We reserve the right to repossess any loaned equipment in which we retain title without notice.
- 4.5 If you fail to comply with the above obligations, we cannot be held responsible for any adverse consequences incurred as a result. We also reserve the right to terminate the Contract, exclude any Users who fail to comply, remove any affected Equipment from the scope of the Services, and/or charge for costs incurred by us as a result of the failure, at our discretion.
- 5. Fees and Payment**
- 5.1 You agree to pay the fees as set out in the Service Agreement and any subsequent changes as detailed in these Terms and Conditions, including any fees for Additional Service Volumes pursuant to clause 2.7.
- 5.2 Payment must be made by direct debit monthly in advance throughout the Term of the Contract.
- 5.3 All invoices issued are payable strictly within 7 days from the date of invoice, in pounds sterling, without set-off, withholding or deduction.
- 5.4 All prices quoted are expressed exclusive of VAT.
- 5.5 In addition, you will be required to reimburse us for any additional Services we may provide at your request together with all actual, reasonable travel expenses, any incidental expenses for materials used and any third party goods and services supplied in connection with the provision of the Services.
- 5.6 Where any part of our Services are provided by a third party, then our fees will comprise such third party fees at cost together with our additional fees. Where such third party varies its charges to us at any time, we will notify you of any such increase as soon as reasonably practicable in advance and shall pass any such increase on to you with immediate effect.
- 5.7 Subject to clause 5.6, we will be entitled to increase our support fees throughout the Term of the Contract, provided such increases occur no more than once in a 12-month period. We will give you no less than 2 months' prior written notice of the proposed increase.
- 5.8 Time for payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend any of the Services and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We will also charge for any costs we incur in attempting to recover any outstanding debt.
- 6. Term and Termination**
- 6.1 The Contract will come into force on the start date specified in the Service Agreement and will continue for the minimum Term stated, subject to the provisions of this clause 6.
- 6.2 After the expiry of the minimum Term, the Contract will automatically renew, on these same Terms and Conditions, for successive period(s) of the same minimum Term save

where the Service Agreement states another period, in which event such other period shall apply unless either Party terminates the Contract by giving no less than 180 days' written notice to the other prior to the end of the then-current Term, such notice to take effect only at the end of that Term or any renewal period.

6.3 We may terminate the Contract by giving you written notice if:

6.3.1 any sum owing to us by you under any of the provisions of the Contract is not paid within 14 days of the due date for payment;

6.3.2 you demand services which do not form part of the Services and which are not covered by this Contract; or

6.3.3 any of our employees suffer harassment or abuse from you or any User during the Term of the Contract.

6.4 Either Party may terminate the Contract by giving written notice to the other, if the other Party:

6.4.1 commits any material breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice of the breach and requiring it to be remedied;

6.4.2 goes into bankruptcy, liquidation or administration either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, or if the other party ceases, or threatens to cease, to carry on business.

6.5 For the purposes of clause 6.4.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects. Clause 6.4.1 shall be subject to the provisions of clause 12.1,

6.6 Upon termination of the Contract for any reason:

6.6.1 you will be required immediately to pay to us all of our outstanding unpaid invoices and interest and, in respect of Services or Equipment supplied but for which no invoice has been submitted, we may submit an invoice, which will be payable immediately on receipt;

6.6.2 you must promptly return all equipment belonging to us. If you fail to do so, then we may enter the Site or other relevant premises and take possession of it. Until it has been returned or repossessed, you will be solely responsible for its safe keeping and be liable for additional Fees;

6.6.3 the licence to hold and use any software installed or supplied by us for the purpose of or in connection with the performance of the Services will immediately cease and all such software must be promptly returned to us or if so directed by us in writing, must be irrevocably deleted from the Equipment and you must certify to us in writing that you have complied with this clause 6.6.3.

6.7 Termination of the Contract, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly

stated to survive or implicitly surviving termination.

6.8 Notwithstanding any other provision of these Terms and Conditions or of the Contract, you may not terminate the Contract by reason of a change in ownership, management or control of us or you.

## 7. Liability and Indemnity

7.1 Nothing in the Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.

7.2 Except as provided in clause 7.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the extent permitted by law.

7.3 We cannot be held liable for:

7.3.1 damage to Equipment not caused by us, whether through accident, negligence, lack of maintenance, failure to follow the manufacturer's instructions or guidance or other misuse;

7.3.2 any issues caused if you or any User declines any recommended solution provided by us to resolve this;

7.3.3 any issues caused by the implementation of patches, fixes and other solutions supplied or recommended by the relevant manufacturer or third party supplier;

7.3.4 any issues caused by operational, technical or administrative failures of yours or of any User or any suspension or termination of any cloud Services resulting from any failure by you or any User to observe the relevant terms for the provision of such cloud Services.

7.4 You shall indemnify us against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against us as a result of the your breach of this Contract (howsoever arising) or any negligent or wrongful act of yours, your officers, employees, contractors or agents.

7.5 You shall comply with any licence owned by a third party in connection with the Equipment ("**Third Party Licences**") and shall indemnify us 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 and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach of the terms of any such Third Party Licences.

7.6 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you under the Contract in the preceding 12 month period or £25,000 whichever is the lower.

## 8. Intellectual Property

- 8.1 Subject to a written agreement to the contrary, we (or our licensors) reserve all intellectual property rights which may subsist in the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 8.2 You shall immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed hereunder of which you are aware and shall at our request take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.
- 8.3 You warrant that any document or instruction furnished or given by you will not cause us to infringe any other party's intellectual property rights in the execution of our Services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any such intellectual property rights which results from our use of your information.

## 9. Confidentiality

- 9.1 Each Party undertakes that throughout the Term of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under the Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless required by law or unless so authorised by the other Party in writing.
- 9.2 We may refer to you as being a client of us in customer reference lists and sales presentations, but shall not refer to you in any advertising or press release without your prior written consent.

## 10. Relationship of the Parties

- 10.1 Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 10.2 Nothing in the Contract will constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

## 11. Data Protection

- 11.1 Both parties agree to comply with all current data protection legislation including, but not limited to, the Data Protection Act 2018, the General Data Protection Regulation 2016, any other legislation (applicable in either the European Union or the United Kingdom) which relates to the protection of personal data and any subsequent amendments to such legislation ("**Data Protection Legislation**").
- 11.2 For the purposes of this clause 11, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Data Protection Legislation.

11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.

11.4 Without prejudice to the generality of clause 11.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.1, we shall, in relation to any personal data processed by us in connection with the performance of our obligations under the Contract:

11.5.1 process that personal data only on your documented written instructions, unless we are required by law to otherwise process that personal data. Where we are required by law to otherwise process personal data, we shall notify you of this before performing such processing unless we are prohibited from notifying you by applicable law;

11.5.2 inform you if, in our reasonable opinion, that your instructions infringe the Data Protection Legislation;

11.5.3 ensure that we have 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, 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 (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

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

11.5.5 not transfer any personal data outside of the United Kingdom unless your prior written consent has been obtained (by entering into the Contract, you are providing the necessary consent to us) and the following conditions are fulfilled: you or we have provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies; we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;

11.5.6 where agreed and at your expense assist you in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 11.5.7 notify you without undue delay on becoming aware of a personal data breach;
  - 11.5.8 at your written direction, delete or return personal data and copies of them to you on termination of the Contract unless required by law to store the personal data; and
  - 11.5.9 maintain complete and accurate records and information to demonstrate our compliance with this clause 11 and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation.
- 11.6 You consent to us appointing any third party processors of personal data under the Contract. We confirm that we have entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11.
- 11.7 You will indemnify and keep indemnified and defend at your own expense against all costs, claims, liabilities, fines, monetary penalties, damages or expenses incurred by us (without cap) due to any failure by you or any of your Users, employees or agents to comply with any of the obligations under these Terms and Conditions.
- 11.8 We may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

## 12. Dispute Resolution

- 12.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of this agreement. Accordingly, it is agreed that the procedure set out in this clause 12 shall be followed before the serving of written notice terminating this agreement under clause 6.4.1, or in relation to any matter of dispute between the parties concerning performance, procedure or management.
- 12.2 If any disagreement or difference of opinion arises out of this agreement, we shall meet to attempt resolution.
- 12.3 Should we not meet within 30 days of the date on which either party convenes a meeting to resolve the matter, or should they not be able to resolve the matter with 30 days of first meeting; then the dispute resolution process set out in this clause 12 shall be deemed to have been exhausted in respect of the matter in dispute, and each party shall be free to pursue the rights granted to it by this agreement in respect of such matter without further reference to the dispute resolution process.
- 12.4 For the avoidance of doubt, this clause 12 shall not prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of the first-named party's Intellectual Property Rights.

13. **Force Majeure:** No Party to this Contract shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, epidemic, governmental action or any other event that is beyond the

control of the Party in question.

## 14. Assignment and Sub-Contracting

- 14.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.

- 14.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without obtaining your prior consent.

15. **Non-Solicitation:** Neither Party shall, for the Term of the Contract and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party in relation to the Contract, without that Party's express written consent.

16. **Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. **Entire Agreement:** The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each Party acknowledges that, in entering into this Contract, it does not rely on any representation, warranty or other provision except as expressly provided in this Contract.

18. **Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

19. **Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

20. **Severance:** In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

## 21. Law and Jurisdiction

- 21.1 These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.

- 21.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.