

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

Agreement: includes the Service Description and these Conditions which are expressly incorporated by reference and where appropriate, the Customer's purchase order and the Suppliers acceptance of it, or the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

Charge(s): the price payable by the Customer for the Services and the Equipment in accordance with condition 6 and more fully set out in the relevant Service Description.

Commencement Date: means the date from which the Services are to commence as set out in the Service Description or if no date is specified from the actual date that the Supplier started to provide the Services which shall be subject to condition 3.2.

Customer: the person, firm or company who purchases Services from the Supplier under an Agreement or otherwise.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Customer Materials: all Documents, information and materials provided by the Customer relating to the Services including (without limitation), information, data bases, computer programs, data, reports and specifications.

Customer's Project Manager: the Customer's manager for the Project appointed in accordance with condition 5.

Deliverables: all Documents, Equipment and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form or media, including computer programs, data, reports and specifications (including drafts) of the Deliverables specified in Part 1of the Service Description.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Dispute: any dispute under the Agreement.

Dispute Resolution Procedure: the dispute resolution procedure set out in clause 12.

Equipment: the computer hardware and networking equipment agreed to be purchased by the Customer from the Supplier or the Suppliers distributors (including any part or parts of it) under the Agreement.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Pre-existing Materials: materials of either Party which existed before the commencement of the Services or any Project.

Project: the project as described in the Project Plan or in any Service Description.

Project Milestone: a date by which a part of the Project is estimated to be completed, as set out in the Project Plan.

Project Plan: the detailed plan describing the Project and setting out the estimated timetable (including Project Milestones) and responsibilities for the provision of the Services by the Supplier in accordance with the relevant Service Description.

Supplier Materials: all Documents, information and materials provided by the Supplier relating to the Services including (without limitation) computer programs, data, reports, specifications and web-based applications.

Service(s): the individual service or services, including any Project, to be provided by the Supplier under the Agreement and as described more fully in the Service Description and/or any other Service(s) which the Supplier provides, or agrees to provide, to the Customer from time to time. Each of the Service(s) set out in each Service Description are to be considered as a separate Service under the Agreement and the term "Service" shall be construed to mean the individual Service that the Supplier is providing to the Customer in that Service Description.

Service Description: means the document as agreed between the Parties the form of which is set out at Service Description to the Agreement and the Service Descriptions which have been agreed are incorporated in to the Agreement by reference.

Software: any software provided by the Supplier as part of the Services and includes any operating system or software installed on the Equipment.

Supplier: GCIS (UK) Limited.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the Parties under which title passes to the Customer.

Supplier's Project Manager: the Supplier's manager for the Project, appointed in accordance with condition 5 and the Service Description.

Term: means the term of the Agreement specified in a Service Description and subject to clause 3 of these Conditions

VAT: value added tax chargeable under English law for the time being and any similar or additional tax and includes any similar sales taxes in any other jurisdiction.

1.2 Headings in these conditions shall not affect their interpretation.

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 the Agreement.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to **writing** or **written** does not include faxes.

1.7 Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to Conditions and Schedules are to the conditions and schedules of the Agreement including the Master Services Agreement and a Service Description.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Agreement; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in a Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier or acknowledgement of order, constitutes an offer by the Customer to purchase the Services or the Equipment specified in them on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:

- (a) by a written acknowledgement of order issued and executed by the Supplier; or
- (b) (if earlier) by the Supplier starting to provide the Services or delivering the Equipment,

when a contract for the supply and purchase of the Services or Equipment on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Agreement.

2.3 Quotations are given by the Supplier on the basis that no contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days unless stated otherwise, for example, where the Supplier has received a quote from a distributor or its suppliers which sets out a different period of validity, provided always that the Supplier or any of its suppliers or distributors have not previously withdrawn the quote.

3. COMMENCEMENT AND DURATION

3.1 The Services supplied under a Service Description shall be provided by the Supplier to the Customer from the "**Commencement Date**" as specified in a Service Description or the date of acceptance by the Supplier of the Customer's offer in accordance with condition 2.

3.2 Subject to condition 11 and unless specified otherwise in a Service Description, the Services supplied under the Agreement and/or these Conditions shall continue to be supplied for a period of 1 year (12 calendar months) (**Initial Term**) from the Commencement Date and, after that, shall continue to be

supplied unless and until the Agreement or the relevant Service Description is terminated by either party giving at least 90 days' notice of termination to the other to expire on the anniversary of the Commencement Date or on any subsequent anniversary thereof and otherwise subject to the termination provisions of this Agreement.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Customer, in accordance with the Service Description or any Project Plan.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in a Service Description or Project Plan and to meet the Service Levels if specified in the Service Description. Any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it provided that it shall not be liable under the Agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement.

4.4 The Supplier may, if required for a particular Project, appoint a Supplier's Project Manager. The Supplier shall use reasonable endeavours to ensure that the same person acts as Supplier's Project Manager throughout the Project, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services and where required for a Project, appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on matters relating to the Project;
- (b) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier;
- (c) provide to the Supplier, in a timely manner, such Customer Materials and other information as the Supplier may require and ensure that it is accurate in all material respects; and
- (d) obtain and maintain all necessary licences and consents and comply with all relevant governmental legislation or regulations of any regulatory body in the United Kingdom or from wherever the Services are to be performed by the Supplier, in relation to the Services and the use by the Supplier of the Customer Materials in all cases before the date on which the Services are to start.

- 5.2 If the Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay. The Customer shall be liable to pay to the Supplier, on demand all reasonable costs, charges or losses sustained or incurred by the Supplier (including loss of profits, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 5.3 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Agreement to the expiry of six (6) months after the termination of the Agreement, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.
- 5.4 Any consent given by the Supplier in accordance with condition 5.3 shall be subject to the Customer paying to the Supplier a sum equivalent to 25% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 25% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.
- 6. CHARGES AND PAYMENT**
- 6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges as set out in a Service Description together with such additional sums which are agreed between the Parties for the provision of the Services and for any Project.
- 6.2 The Customer shall be liable for any costs incurred as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Customer Materials or any other cause attributable to the Customer.
- 6.3 All Charges and sums quoted payable to the Customer under the Agreement are exclusive of any VAT, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 6.4 The Customer shall reimburse the Supplier for all reasonable out of pocket expenses incurred by it in connection with the Services for the Customer.
- 6.5 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier. If the Customer is purchasing Equipment from the Supplier, the Customer shall pay each invoice submitted to it for the Equipment in full and cleared funds in advance or as otherwise agreed but in any case, within 14 days of receipt of the relevant invoice.
- 6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. If relevant, the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) Suspend all Services until payment has been made in full.
- 6.7 Time for payment shall be of the essence of the Agreement.
- 6.8 All sums payable to the Supplier under the Agreement or the relevant Service Description shall become due immediately on its termination, despite any other provision. This condition 6.9 is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
- 6.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1 The Customer warrants that any Intellectual Property Rights in any Customer Materials provided by the Customer in the provision of the Services belongs to the Customer or is appropriately licensed by the Customer from any third party. The Intellectual Property Rights in any Supplier Materials and any Intellectual Property Rights developed or created by the Supplier whether as a result of providing the Services hereunder or otherwise shall belong to the Supplier.
- 7.2 The Customer warrants that any Customer Materials and its use by the Supplier for the purpose of providing the Services will not infringe any Intellectual Property Rights of any third party, and the Customer shall and hereby indemnifies and shall hold the Supplier harmless against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 7.3 Subject to condition 7.4 below, the Supplier licenses all such rights in the Supplier Materials to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the Agreement is terminated for any reason by either Party, this licence shall automatically terminate.
- 7.4 The Customer acknowledges that, where the Supplier does not own any Supplier Materials, the Customer's use of rights in Supplier Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

- 7.5 Nothing herein shall assign or cause to assign any Intellectual Property Rights of one Party to the other Party in any manner whatsoever.
- 8. CONFIDENTIALITY**
- 8.1 The Parties agree not to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other Party to this Agreement throughout the Term and for 3 years thereafter.
- 8.2 Any information of either Party, including, without limitation, the terms of the Agreement and any Service Description under it, business and financial information, technical or commercial know-how, specifications, inventions, processes or initiatives, customer and vendor lists and pricing and sales information which are of a confidential nature ("**Confidential Information**") disclosed by either of the Parties ("**the Disclosing Party**") to the other Party ("**the Receiving Party**") pursuant to the Agreement and the provision of the Services shall be confidential. The Receiving Party shall maintain the confidentiality of all such Confidential Information and shall not, without the prior written consent of the Disclosing Party (i) utilise the same, directly or indirectly, for its own business purposes or for any other purpose or (ii) disclose the same to any third Party. This clause does not apply to any information in the public domain or which is required to be disclosed in respect of the provision of the Services by the Supplier to any of its employees, officers, consultants, subcontractors, representatives, advisers or agents, or pursuant to an order issued by a court of competent jurisdiction or applicable law or regulation or information which is disclosed by the Receiving Party to its professional advisors on a confidential basis.
- 8.3 The Parties shall ensure that their respective employees, officers, representatives, advisers, agents, consultants or subcontractors to whom it discloses such information comply with this condition 8.
- 9. LIMITATION OF LIABILITY AND WARRANTY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**
- 9.1 This condition 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, officers, agents, consultants, and subcontractors) to the Customer in respect of:
- (a) any breach of the Agreement;
 - (b) any use made by the Customer of the Services, the Deliverables or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 9.3 Nothing in these Conditions limits or excludes the liability of either Party:
- (a) for death or personal injury resulting from negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 9.4 Subject to condition 9.2 and condition 9.3
- (a) Neither Party shall be liable for: loss of profits; or loss of business; or; depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to the amount of the Charges paid by the Customer under the relevant Service Description under which such liability may arise as a separate and several element under the Agreement and shall not be taken jointly or aggregated together with any other Service Description under the Agreement and/or shall in any case be limited to the Charges paid by the Customer in the preceding twelve (12) month period of the Agreement under the relevant Service Description; or if the Services set out in the relevant Service Description has not been provided by the Supplier to the Customer for a period of twelve (12) months, the actual Charges paid by the Customer under the relevant Service Description.
- 9.5 The Supplier warrants that it will use reasonable care and skill in performing the Services to a standard which conforms to generally accepted industry standards and practices.
- 9.6 If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Customer (where appropriate and relevant), the Supplier will re-perform the relevant part of the Services, always subject to conditions 9.4 and 9.5.
- 9.7 The Customer shall indemnify and hold harmless the Supplier from and against all Claims and Losses arising from loss, damage, liability, injury to the Supplier employees and third parties, infringement of third party intellectual property, or breach of its obligations of confidentiality; or third party losses by reason of or arising out of any Customer Material or other information supplied by the Customer to the Supplier, its employees or consultants, or supplied to the Supplier by the Customer within or without the scope of this Agreement. '**Claims**' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and '**Losses**' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 9.8 The Parties agree and acknowledges that the allocation of risk and the limitation of liability in this condition 9 are fair and reasonable in the circumstances having been taken into account in setting the level of the Charges and the Services.

10. DATA PROTECTION

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data may be processed by and on behalf of the Supplier in connection with the Services.

Each Party shall comply with the provisions of the Data Protection Act 1998 ("the Act") and shall ensure that it is properly registered under the Act for such processing of personal data (as defined in the Act) as may be required in the performance of this Agreement.

11. TERMINATION

11.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement without liability to the other immediately on giving notice to the other if:

- (a) the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
- (c) the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
- (d) if the other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- (e) 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 this condition 11; or
- (f) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2 The Parties acknowledge and agree that any breach of conditions 8 and 9 shall constitute a material breach for the purposes of this condition 11.

11.3 On termination of the Agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall within 14 days, return all of the Supplier's Equipment, Customer Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (c) the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.4 On termination of the Agreement (however arising), the following conditions shall survive and continue in full force and effect: condition 7; condition 8; condition 9; condition 11; and condition 23.

12. DISPUTE RESOLUTION PROCEDURE

12.1 The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:

- (a) The Parties shall forthwith meet to attempt to settle such dispute.
- (b) If the Dispute cannot be settled in the meeting referred to in (a) above, either of the Parties may refer the Dispute to its operational managers who shall conduct negotiations in a timely manner and shall carry out all due diligence required to settle the dispute;
- (c) if the Dispute cannot be resolved by the operational managers within 14 days after the Dispute has been referred to them, either Party may give notice to the other Party in writing (Dispute Notice) that a Dispute has arisen;
- (d) Upon receipt of the Dispute Notice, the Dispute shall be immediately referred to the Managing Directors, or persons in a similar senior position of that Party. The Managing Directors shall attempt to settle the dispute using their best endeavours. The Managing Directors shall have 14 days within which to settle the Dispute.

12.2 If the persons stated above are unable, or fail, to resolve the Dispute within 14 days of the date of the Dispute Notice, and if and to the extent that the Parties do not resolve any Dispute or any issue in the course of this Dispute Resolution Procedure either Party may commence or continue court proceedings in respect of such unresolved Dispute or issue.

12.3 Nothing in this clause 12 shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

- 12.4 Without prejudice to the Customer's right to seek redress in court, the Supplier shall continue to provide the Services and to perform its obligations under the Agreement and the Customer shall continue to pay the Charges notwithstanding any Dispute or the implementation of the Dispute Resolution Procedure set out in this clause 13.
- 13. CHANGE CONTROL**
- 13.1 If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other party in writing.
- 13.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Supplier's charges arising from the change;
 - (c) the likely effect of the change on the Project Plan; and
 - (d) any other impact of the change on the terms of the Contract.
- 13.3 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 13.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its Charges, the Service Description, the Project Plan and any other relevant terms of the Agreement to take account of the change.
- 14. FORCE MAJEURE**
- 14.1 Neither Party shall have any liability to the other under the Agreement if it is prevented from, fails or is delayed in performing, its obligations under the Agreement or any Service Description or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, distributors or subcontractors.
- 14.2 The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement or the relevant Service Description by written notice to the other Party.
- 15. VARIATION**
- 15.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory/regulatory requirements, provided that such changes do not materially affect the nature, scope of, or the Charges for the Services. If any such variation requires a change in scope or the Charges, the Supplier will give the Customer at least one (1) months' notice of any change and the Customer will not unreasonably withhold its consent to such change.
- 15.2 Subject to condition 15.1, no variation of the Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the Parties by their duly authorised representatives of the Parties.
- 16. WAIVER**
- 16.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 17. SEVERANCE**
- 17.1 If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 18. ENTIRE AGREEMENT**
- 18.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements, representations or understandings between the Parties whether written or oral between the Parties relating to its subject matter.
- 18.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Agreement.

- 19. ASSIGNMENT**
- 17.1 Neither Party shall, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, assign, delegate, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 17.2 Either Party may assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of or a substantial part of its business, provided that the assignee undertakes in writing to the other Party to be bound by all of the obligations of the assignor under this Agreement.
- 20. NO PARTNERSHIP OR AGENCY**
- Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 21. RIGHTS OF THIRD PARTIES**
- For the purposes of the Agreements (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 22. NOTICES**
- 22.1 Any notice or other communications to be given under the Agreement shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery post (or if the recipient is in another country by prepaid airmail) or sent by commercial courier to the relevant person and address stated in the relevant Service Description of this Agreement (or to such other address as a Party may from time to time have notified the other Party for that purpose).
- 22.2 Notice or communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted two (2) working days or ten (10) working days if prepaid airmail) after posting, and if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 22.3 This condition 22 shall not apply to the service of any proceedings or other documents in any legal action.
- 23. GOVERNING LAW AND JURISDICTION**
- 23.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises
- out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 24. FURTHER ASSURANCE**
- Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.
- 24. RISK AND TITLE**
- 24.1 Any Equipment that has been agreed to be purchased by the Customer will be at the Customer's risk from the time of delivery by the Supplier.
- 24.2 All title, property and ownership in the Equipment shall vest in the Supplier against the Customer and any third party to whom the Equipment or any part of it is sold or dealt with by the Customer in any manner whatsoever until receipt of the full purchase price by the Supplier from the Customer. If the Customer fail to pay the full purchase price within the agreed time limits, the Customer's right to possession of the Equipment shall terminate and the Supplier shall be entitled to enter upon any of the Customer's premises where the Equipment is stored or on to any premises of any third party where the Equipment may be stored or installed or incorporated thereon to repossess it. The Customer hereby grants to the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover it. If the Equipment is in the possession of, installed or incorporated on any premises of a third party and the Supplier has not received the full purchase price and the Customer's right to possession has terminated, the Supplier reserves the right upon reasonable notice to enter upon any premises of the third party where the Equipment is stored and repossess the Equipment. The Customer will cooperate with the Supplier and shall use best endeavours to procure the consent and co-operation of such third party to facilitate re-possession of the Equipment by the Supplier, its agents or employees.
- 24.3 If the Customer has not paid the full purchase price for the Equipment the Customer's right and any right of any third party to possession of the Equipment shall terminate immediately if the Agreement is terminated in accordance with any provision of condition 11.