

## STANDARD TERMS AND CONDITIONS OF LEGIONELLASAFE SERVICES (UK) LIMITED

The Customer's attention is particularly drawn to the provisions of clause 11 (Limitation of liability).

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

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

**Business Hours:** the period from 8.00 am to 5.00 pm on any Business Day.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.8.

**Contract:** the contract between the Company and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

**Company:** Legionellasafe Services (UK) Limited registered in England and Wales with company number 10546367.

**Customer:** the person or firm who purchases the Goods and/or Services from the Company.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Deliverables:** deliverables set out in the Order produced by the Company for the Customer.

**Goods:** the goods and/or materials to be provided by the Company in connection with the Services.

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

**Order:** the Customer's order for the supply of Goods and/or Services, as set out the Customer's written acceptance of the Company's quotation.

**Services:** the services, including the Deliverables, supplied by the Company to the Customer as set out in the Service Specification.

**Service Specification:** the description or specification for the Services provided in writing by the Company to the Customer in the Order.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

### 2. Basis of contract

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

2.2 The Order shall only be deemed to be accepted when the Customer issues a signed written acceptance of the Order (so long as such acceptance is received within 90 days from the date in which the Company provides the Order) at which point and on which date the Contract shall come into existence (**Commencement Date**) and shall continue until expiry or completion of the Contract, unless and until terminated in accordance with clause 12.

2.3 Any samples, drawings, or advertising issued by the Company and any illustrations or descriptions of the Goods or Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them and are subject to change without notice. They shall not form part of the Contract nor have any contractual force.

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

2.5 Any quotation given by the Company in the Order shall not constitute an offer, and is only valid for a period of 90 days from the date in which the quotation is issued to the Customer.

- 2.6 Quotations may be subject to adjustment (upwards or downwards) in the event of any errors or discrepancies contained in the Order, such adjustment shall not be binding until duly accepted in writing by the Company.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.8 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 3. Goods**
- 3.1 The Company shall use reasonable endeavours to source the relevant Goods required to provide the Services but shall not be liable where the Company cannot provide the Services to the extent that the Goods are not available or have not been provided.
- 3.2 In the event that the Company orders and pays for Goods required for the Services and the Customer subsequently (but prior to the provision of the Services) cancels the Order, the Company may resell or otherwise dispose of part or all of the Goods and the Customer shall reimburse the Company for any reasonable costs incurred as a result, and any shortfall in returning such Goods to the Company's supplier at a discount.
- 4. Title and risk**
- 4.1 The risk in the Goods shall pass to the Customer on completion of the Services.
- 4.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Services in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 4.3 Until title to the Goods has passed to the Customer, the Customer shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date in which the Goods reach the Customer's premises.
- 4.4 At any time before title to the Goods passes to the Customer, the Company may require the Customer to deliver up all Goods in its possession (including Goods which have already been installed by the Company at the Customer's premises, in which case the Company shall have the right to access the Customer's premises (on reasonable notice) to remove the Goods) and if the Customer fails to do so promptly, enter any premises of the Customer (on reasonable notice) in order to recover the Goods.
- 5. Supply of Services**
- 5.1 The Company shall:
- (a) supply the Services to the Customer in accordance with the Service Specification in all material respects;
  - (b) use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services and the Company shall not be liable for any failure or delay caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the supply of Services;
  - (c) reserve its right to amend the Service Specification if necessary, or to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event, including whether this results in additional costs or a reduction in costs. Such change in costs may not be on a pro-rata basis of the original quotation;
  - (d) provide the Services on a logical and localised sequence. The Company may charge additional costs in the event that the Company is required to return to the Customer's premises, or should the Company attend the Customer's premises but be restricted to carrying out minimal works in relation to the Services;
  - (e) shall carry out the Services during the Company's Business Hours, unless otherwise agreed in writing; and
  - (f) issue to the Customer certification and data capture in relation to the Services once the Customer makes payment in full of all invoices issued by the Company.
  - (g) provide the Services using reasonable care and skill.

- 5.2 Service calls included within the Service Specification will consist of routine testing and reporting only. Additional call-outs, services or aborted call-outs will be charged to the Customer at the current rates at the time.
- 5.3 In relation to Services consisting of fire stopping penetrations,
- (a) the Customer shall incur additional costs should any re-visits be required by the Company where the fire stopping penetration has been altered after the seal has been completed;
  - (b) If the Company finds, whilst providing the Services set out in the Order, that additional fire stopping penetrations are required to be repaired, the Company shall prepare an additional quote to the Customer setting out the additional work required and the costs associated with them.

## 6. Customer's obligations

### 6.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification or otherwise to the Company are complete and accurate;
- (b) provide the Company with details of all system components prior to any Commencement Date (i.e. steel, iron, copper, aluminium etc);
- (c) co-operate with the Company in all matters relating to the Services;
- (d) provide the Company, its employees, agents, consultants and subcontractors, with:
  - (i) clear, safe and uninterrupted access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
  - (ii) Suitable welfare amenities and access to relevant utilities including (but not limited to), appropriate lighting, water supply, electrical supply of 110V within 10 metres of all work areas in which the Services are being carried, suitable storage space for materials with lockable storage available for hazardous supplies, and skips and disposal facilities;
- (e) Provide and make available suitable qualified personnel with appropriate knowledge of the Customer's premises, to guide the Company's employees/contractors as and when required whilst providing the Services. provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) prepare the Customer's premises for the supply of the Services;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (h) comply with all applicable laws, including health and safety laws;
- (i) keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- (j) where the Contract includes works involving water drainage, ensure that all drains are mechanically sound and free from blockages and confirm to the Company, in writing and in advance of the Commencement Date, whether any drains located at the Customer's premises are not mechanically sound and/or are not free of blockages;
- (k) in relation to any water compliance services, the Customer shall notify the Company as to whether the Company is able to discharge any chemicals into a foul waste drain or to a clear water drain, and the Customer shall determine and notify the Company prior to the commencement of the Services whether a chemical oxygen demand (**COD**) permit is required.
- (l) arrange where applicable and at its own cost, for the disposal of any effluent originated from the Goods or Services provided by the Company in relation to the Contract, and shall ensure that prior to arranging such disposal it has obtained all necessary consents and permits from the relevant regulatory body, authority or other relevant body to ensure compliance with all relevant statutes, laws and regulation;
- (m) obtain all required permits in respect of the Services and Goods from the relevant regulatory body, authority or other relevant body to ensure compliance with all relevant statutes, laws and

- regulation (including but not limited to) to carry out soldering for plumbing works (where applicable);
- (n) carry out all necessary risk assessments prior to the provision of the Services including (but not limited to) asbestos (including sampling), fire, and health and safety (where applicable),
  - (o) notify all building occupants when the Company is carrying out works and to ensure that all systems subject to any works remain unused during the period in which the Company is undertaking such works;
  - (p) operate the Goods and Deliverables strictly in accordance with the advice and instructions of the Company;
  - (q) at their own cost, ensure the works in progress and/or completion of the Services are kept safe and secure, are not damaged, and that any repairs required to be carried out by the Company due to damage so caused to the works in progress or completion of the Services shall be an additional cost to the Customer;
  - (r) be responsible for informing the Company of any health and safety requirements on the Customer's site prior to the commencement of the Services; and
  - (s) comply with any additional obligations as set out in the Service Specification or both.
- 6.2 If the Company's performance of any of its obligations under the Contract is prevented, is defective or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation in this Contract (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default (save that performance of the Services shall only be suspended where the Company is prevented from performing their obligations under the Contract), and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
  - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Contract; and
  - (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default (including the reasonable costs incurred by the Company in respect of any aborted visits by the Company to the Customer's premises).
- 6.3 The Company shall carry out the Services on the assumption that all permits, consents and risk assessments set out in this clause 6 have been obtained/carried out by the Customer and shall not be liable for any losses, penalties and costs as a result of the Customer not obtaining any permits, consent and/or risk assessments.
- 7. Charges and payment**
- 7.1 The charges for Services shall be calculated on a time and materials basis:
- (a) the charges shall be calculated in accordance with the Company's daily fee rates, as set out in the Order;
  - (b) the Company's daily fee rates for each individual person are calculated on the basis of an eight-hour day worked on Business Days;
  - (c) the Company shall be entitled to charge an overtime rate for each part day or for any time worked by individuals whom it engages on the Services in addition to the hours referred to in clause 7.1(b); and
  - (d) the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 7.2 Any chemicals set out in the Order will be delivered to the Customer at the Customer's cost. Such chemicals will be delivered at such time as agreed between the Company and the Customer unless otherwise set out in the Order.

- 7.3 In the event that additional chemicals are required either as a consequence of incorrect information being provided by the Customer to the Company or due to a change in system conditions, any such additional chemicals will be subject to an additional charge to the Customer being list price at the time of supply.
- 7.4 Any inspection visits by manufacturers and/or other third parties which are required in relation to the Services will be an additional cost to the Customer.
- 7.5 The price set out in the Order shall include:
- (a) on-site supervisor employed by the Company who will supervise the Services up to completion (if specified in the Order);
  - (b) on-site visits from a project manager employed by the Company (if specified in the Order);
  - (c) site induction of up to one hour. Additional charges shall be charged to the Customer should on site induction exceed the one-hour period.
- 7.6 The Company reserves the right to:
- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date having regard for any increase in the Consumer Prices Index, general market inflation and cost of the Goods in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall have consideration for the latest available figure for the percentage increase in the Consumer Prices Index, general market inflation and cost of the Goods;
  - (b) increase the price of the Goods, in accordance with and subject to the Company's supplier price increases. Request:
    - (i) pro-forma payment by the Customer prior to the purchase of any parts, goods or materials required to carry out the Services, or prior to the provisions of any Services; and
    - (ii) interim/staged payments by the Customer during the course of carrying out the Services; and
  - (c) charge an additional amount in circumstances where certain areas of the Customer's site was not accessible by the Company's employees and the Company's employees were therefore required to return to the Customer's premises to complete such Services.
- 7.7 The Company shall invoice the Customer in respect of Services and Goods in the manner as set out in the Order.
- 7.8 The Customer shall pay each invoice submitted by the Company within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer, and in full and in cleared funds to a bank account nominated in writing by the Company. Time for payment shall be of the essence of the Contract.
- 7.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 7.10 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.10 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. Intellectual property rights**
- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.

- 9. Data protection .** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10. Confidentiality**
- 10.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.3.
- 10.2 The Customer undertakes that it shall not at any time, disclose to any person (except as permitted by clause 10.3):
- (a) the existence of the Contract;
  - (b) the contents or terms of the Contract or any of them, in whole or in part;
  - (c) the details of any costs, pricing, or quotation provided by the Company; and
  - (d) details of the Services, the Goods, the Deliverables or other information provided by the Company as part of the Contract.
- 10.3 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 11. Limitation of liability**
- 11.1 The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 11.2 The Company shall not obtain additional insurance, bonds, or warranties over and above the Company's standard insurance cover in respect of the Services and/or Goods.
- 11.3 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - (d) defective products under the Consumer Protection Act 1987.
- 11.6 Subject to clause 11.4 and clause 11.5, the Company's total liability to the Customer shall not exceed all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by the Company, whether or not invoiced to the Customer.
- 11.7 This clause 11.7 sets out specific heads of excluded loss and exceptions from them:
- (a) Subject to clause 11.4 and clause 11.5, clause 11.7(c) identifies the kinds of loss that are not excluded. Subject to that, clause 11.7(b) excludes specified types of loss.
  - (b) The following types of loss are wholly excluded:
    - (i) loss of use;
    - (ii) loss of profits;
    - (iii) loss of sales or business;
    - (iv) loss of agreements or contracts;
    - (v) loss of anticipated savings;
    - (vi) loss of use or corruption of software, data or information;

- (vii) loss of or damage to goodwill; and
  - (viii) indirect or consequential loss.
- (c) The following types of loss and specific loss are not excluded:
- (i) sums paid by the Customer to the Company pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract;
  - (ii) wasted expenditure;
  - (iii) additional costs of procuring and implementing replacements for, or alternatives to, Goods or Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
  - (iv) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Company. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Company's personnel, regulators and customers of the Customer.
- 11.8 The Company shall not accept any liability for losses relating to or arising out of:
- (a) the Customer's failure to obtain all necessary permits, consents and risk assessments as set out in clause 6.1;
  - (b) any related issues with the fire safety systems, cladding, and combustibility of façade in respect of the Customer's premises;
  - (c) cyberattacks and data protection related issues caused to the Company's computer system resulting in the unauthorised disclosure of any confidential information the Company holds in respect of the Customer;
  - (d) the Company leaving the Customer's premises or equipment and tools unattended and/or unsecured;
  - (e) the Company directly or indirectly causing pollution or contamination, leakage, seepage, spillage of solids or liquids (including smoke, vapours, dusts, fibres, fungi, mould, fumes and chemicals or waste) at the Customer's premises.
- 11.9 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 3 and clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.10 This clause 11 shall survive termination of the Contract.
- 12. Termination**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 3 months' written notice.
- 12.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:
- (a) commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing by the Company to do so;
  - (b) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - (c) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - (d) financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
  - (e) fails to pay any amount due under the Contract within 30 days of date of the invoice, unless otherwise agreed in writing between the Company and the Customer;

- (f) there is a change of Control of the Customer; or
  - (g) the Customer does not comply with any written recommendation provided by the Company in relation to the Contract.
- 12.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in subclauses 12.2(b) and 12.2(d), or the Company reasonably believes that the Customer is about to become subject to any of them.
- 13. Consequences of termination**
- 13.1 On termination of the Contract:
- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - (b) the Customer shall return all of the Company Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 13.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 14. Force majeure**
- Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for more than 14 days, the party not affected may terminate the Contract by giving 3 months' written notice to the affected party.
- 15. General**
- 15.1 Assignment and other dealings**
- (a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the Customer.
  - (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 15.2 Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the other party.
  - (b) Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address, or if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, or if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
  - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 15.3 the parties shall



- negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 15.4 **Waiver.** Except as set out in clause 2.8, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.6 **Entire agreement.** The Contract and these Conditions constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract or these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 15.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 15.9 **Governing law and Jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.