

# STUDIO 24 LTD

## GENERAL TERMS AND CONDITIONS

Version 2.4, updated January 2022

### 1. Definitions and Interpretation

#### 1.1 In these Conditions:

"ACCEPTANCE" means the acceptance or deemed acceptance of the Client's Website pursuant to clause 6.2

"ACCEPTANCE TEST" means the tests to be carried out on the Client's Website as set out in clause 6.2

"AGREEMENT" means the Agreement for the provision of the Services by the Company to the Client together with all executed Order Forms and these Conditions

"ANNUAL PERIOD" means the period of 12 months from the date set out in the Order Form and every 12 month period thereafter

"CHARGES" means the fees, charges and expenses for the Services as set out in the Order Form

"CLIENT" means the person named on the Order Form for whom the Company has agreed to provide the Services in accordance with these Conditions

"CLIENT'S WEBSITE" means the website, the mobile application and/or any other digital product which is the subject of the Services

"CODE" means any software, computer language or code, methodologies, know-how or processes used by the Company in the provision of the Services

"COMPANY" means Studio 24 Limited which carries on business at Unit 16, Chesterton Mill, Frenchs Road, Cambridge, CB4 3NP

"COMPANY IPR" means all Intellectual Property Rights either owned by the Company as at the date of entering into this Agreement, or arising during the provision of the Services in relation to any deliverables listed in the section titled "Company IPR" of the Order Form, plus any alterations, improvements, modifications, updates or upgrades to such Intellectual Property Rights

"HOSTING PROVIDER" means a company contracted by the Client to host the Client's Website on its servers in order to allow the viewing of the Client's Website by internet users

"POST-LAUNCH SUPPORT PERIOD" means 4 weeks from the date the Client's Website is used in a

production environment or such other date or time period as set out in the Order Form

"INTELLECTUAL PROPERTY RIGHTS" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, 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 FORM" means the order form to which these Terms and Conditions are appended

"PROJECT IPR" means all Intellectual Property Rights created or arising from the Company's provision of the Services under this Agreement excluding: (i) any Company IPR; and (ii) Intellectual Property Rights in Third Party Components

"RETAINER SERVICES" means web maintenance contracts, digital marketing and search engine optimisation services and other services (but not including hosting services) that have regular ongoing payments as set out in the Order Form.

"SIGN-OFF FORM" means the form of certificate to be served on the Company by the Client to acknowledge Acceptance

"SERVICES" means the designing and/or programming of a website suitable for display on the internet, web development, custom web programming, content management systems, accessibility and usability, e-commerce, search technology, hosting, consultancy, e-marketing or any other Service as set out in the Order Form

"SUPPLIED MATERIAL" means any materials, elements of text, images, graphics, photographs, designs, trademarks, copyright, intellectual property,

data, terms and conditions or other information provided by the Client to the Company relating to the Services

“TECHNICAL SUPPORT” means support provided to fix issues with a Client’s Website and is intended to resolve specific unforeseen issues with the web application. This also includes providing updates to third-party Content Management System software (including but not limited to WordPress, Drupal and ExpressionEngine for the core CMS software and plugins only) provided this shall not include upgrading third-party software which takes more than two hours per upgrade, adding new features, maintenance, Client training or other support.

“TERM” means the term of this Agreement which shall continue until all Services agreed between the parties in connection with an Order Form have been delivered or until terminated in accordance with clause 15.

1.2 Words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting the singular shall include the plural and vice versa

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

## **2. Supply of the Services**

2.1 The Company shall provide the Services to the Client subject to these conditions. The Client shall sign, date and return the Order Form to the Company to acknowledge the Client’s acceptance of the details of the Services and Charges outlined in the Order Form before the Company shall commence work.

2.2 The Client at its own expense shall supply the Company with the Supplied Material within the time limit notified to the Client by the Company in writing from time to time.

2.3 The Client shall ensure that the Supplied Material is of a quality, type and nature suitable for use by the Company and shall ensure the accuracy of all Supplied Material. In addition, the Client shall ensure that the use by Company of the Supplied Material in accordance with the terms of this Agreement shall not infringe the rights of any third party (including any Intellectual Property Rights).

2.4 The Client shall at its own expense retain duplicate copies of all Supplied Material and shall insure against its accidental loss or damage. The

Company will endeavour to return Supplied Material supplied by the Client wherever possible.

2.5 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any safety or other statutory requirements.

## **3. Services not covered by the Agreement**

Where the Company will not be acting as Hosting Provider under the terms of a separate agreement made between the Company and the Client, it is the Client’s responsibility to arrange and pay for a suitable Hosting Provider.

## **4. Payment**

The Client agrees to pay the Charges on the following terms:-

4.1 All Charges shall become due and payable to the Company at the times and the stages specified in the Payment Schedule section of the Order Form.

4.2.1 The Company has a policy of recording time spent on the Services being provided to the Client.

4.2.2 The Company reserves the right, in the event of a change to the scope of the work or for any other reason beyond the reasonable control of the Company, to charge additional charges if the Charges for the work carried out for the Client exceed the estimates given in the Order Form. The increase in such Charges will be agreed with the Client in advance, in writing.

4.3 The Client shall pay in full the amount specified in any invoice supplied by the Company within 30 days of delivery of such invoice.

4.4 The Client shall also pay such additional charges which are in the Company’s reasonable discretion required as a result of the Client’s instructions or lack of instructions, delay in providing or the inaccuracy of any Supplied Material or any other cause attributable to the Client.

4.5 In the event of late payment the Client shall pay interest on the amount of the Charges outstanding at the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 from the date on which such payment was due until payment in full is made.

4.6 If any payment which is not subject to a bona fide dispute remains overdue the Company reserves

the right to immediately remove the Client's Website from viewing on the internet or to suspend all other work until payment of all outstanding Charges and interest is made. Such removal or withholding does not relieve the Client of his or her obligation to pay any outstanding Charges and interest.

4.7 The Client shall be liable for and shall indemnify the Company against all costs and expenses incurred by the Company in respect of any steps, actions or proceedings made or brought against the Client by the Company to obtain payment of outstanding Charges and interest.

4.8 Unless otherwise agreed in writing, all payments must be in UK Pounds Sterling and shall be made by electronic bank transfer to the account stated on the relevant invoice (or such other account as the Company notifies to the Client from time to time).

## **5. Additional Services**

5.1 The Agreement constitutes the sole agreement between the Company and the Client regarding the Services. Any additional work requested by the Client must be the subject of a new Agreement.

5.2 The Client acknowledges and agrees that certain features of the Client's Website and Code may require the use of third party scripts, software, services or technology including but not limited to software licensed on a commercial, free or open source basis (the "Third Party Components"). The Client agrees that use of such scripts, software, services or technology may be conditional upon accepting a third party agreement, contract or terms and conditions and where this is the case the Company agrees to provide the Client with a copy of the said agreement, contract or terms and conditions before implementing any such script, software, services or technology.

## **6. Performance**

6.1 The Company warrants that the Services will be provided using reasonable care and skill and so far as reasonably possible in accordance with the Order Form and at the intervals and within the times referred to in the Order Form. Where the Company supplies, in connection with the provision of the Services, any products supplied by a third party the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or

otherwise but shall where possible assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the products to the Company.

6.2 At the end of the planning phase a project specification will be drawn up (the "Project Specification"), this Project Specification will detail the functionality of the Client's Website and will be approved in writing by the Client. The Project Specification will set out stages at which the Company shall run the Acceptance Tests (each a "Phase")

6.2.1 The procedure set out in this clause 6.2 shall be repeated in respect of each Phase of the project as identified in the Project Specification.

6.2.2 The Acceptance Tests shall test compliance of the Client's Website with the Project Specification. The form and detail of such tests is set out in Schedule 1 of the Project Specification.

6.2.3 Acceptance of the Client's Website shall occur when the Client's Website has passed the Acceptance Tests which shall occur when the deliverables under the relevant Phase are demonstrated to have met the associated acceptance criteria. The Client shall sign the Sign-Off Form in respect of the relevant Phase of work on the Client's Website and return it to the Customer within 5 working days following satisfactory completion of the Acceptance Test.

6.2.4 If any Acceptance Tests are not passed, the failures that cause the relevant tests to be failed ("Defects") shall be drawn up and documented by the Company and presented to the Client for discussion as to how best to rectify such Defects.

6.2.5 If any failure or delay in passing the Acceptance Tests results from a Defect which is caused by an act or omission of the Client, or by one of the Client's sub-contractors or agents for whom the Company has no responsibility ("Non-Company Defect"), the Client shall still pay the Company for this Phase of the Client's Website notwithstanding such Non-Company Defect. The Company shall provide assistance reasonably requested by the Client in remedying any Non-Company Defect by supplying additional services or products and will continue to work with the Client to ensure that the relevant Phase passes the Acceptance Tests on a retest. The Client shall pay the Company in full for all such additional services and products at the Company's then current fees and prices.

6.2.6 The Company shall (subject to clause 6.2.5 above) correct any defects at no additional charge, following which the process in 6.2.1 to 6.2.5 above shall be repeated one or more times until Acceptance is achieved.

6.2.7 Acceptance of the Client's Website shall be deemed to have taken place upon the first occurrence of any of the following events:

- a) the signing by the Client of a Sign-Off Form for the final Phase of the Client's Website to pass the Acceptance Tests;
- b) the expiry of 5 working days after the Client's Website has passed all Acceptance Tests if the Client has not raised any written objections within such period;
- c) the Client uses any part of the Client's Website in a production environment; or
- d) the Client unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of 7 working days from the date on which the Company is ready to commence running such Acceptance Tests or retests.

6.3 The Company will use its best endeavours to preview the Client's Website with a variety of web browser software. The Client acknowledges that web browser software, different versions of the same web browser software, the same brand of web browser software on different hardware or software platforms or individual web browser software settings may affect the appearance or operation of the Client's Website. The Client agrees that the Company cannot be held responsible for the appearance and operation of the Client's Website with web browser software.

6.4 It shall be the responsibility of the Client, if appropriate, to:-

6.4.1 where the Company is not to act as Hosting Provider, arrange hosting services with a third party Hosting Provider;

6.4.2 provide to the Company legal terms and conditions for the Client's Website;

6.4.3 give notification to the Information Commissioner under the provisions of the Data Protection Act 1998; and

6.4.4 make arrangements for secure and encrypted data handling with regard to credit card transactions and other personal information with an appropriate secure server, except where the Order Form provides that the Company shall do this.

6.5 The Client accepts that a third party Hosting Provider may choose to restrict or deny the Company certain web technologies, facilities, programs, scripts, permissions or solutions necessary to implement certain website features.

6.6 The Company may at its own discretion assist the Client in dealing with a third party Hosting Provider if requested by the Client to do so. The Client agrees that the Company may charge for this service, such charges to be agreed in advance in writing, and that the Company is under no obligation to provide such assistance.

6.7 A discrete link to the Company's website will appear at the bottom of each page on the Client's Website. The Company reserves the right to remove the link if it so wishes. The Company will remove the link if requested to do so by the Client.

6.8 The Company reserves the right to use images of the Client's Website, the Client's name and logo in sales documents, promotional material and on the Company's website.

## **7. Intellectual Property Rights**

7.1 The Intellectual Property Rights in any Supplied Material shall (subject to any such rights of any third party) belong to or continue to belong to the Client.

7.2 The Client warrants that any Supplied Material and its use by the Company for the purpose of providing the Services will not infringe the Intellectual Property Rights or other rights of any third party and the Client shall indemnify the Company against any loss, damages, costs, expenses (including legal fees) or other claims and liabilities arising from any such infringement.

7.3 Subject to and in consideration of payment in full of all Charges with any applicable interest in accordance with clause 4:

a) The Company hereby assigns by way of present assignment of future rights all its rights, title and interest in and to the Project IPR.

b) The Company grants the Client a perpetual, non-exclusive, royalty-free, non-sublicensable, non-assignable licence to use the Company IPR.

For the purpose of clause 7.3(b), "use" of the Company IPR shall mean to copy the Company IPR as part of performing, displaying, releasing, executing, running, adapting, developing, modifying, reverse engineering,

decompiling or disassembling the Code for the sole purpose of enabling the Client's Website.

The Client is entitled to allow third party suppliers to use, modify and access the Company IPR solely for the purpose of providing support, maintenance, hosting, outsourcing or development services to the Client in connection with the Client's Website.

The Client may not use the Company IPR in any other way, including for any commercial purpose, except as set out in this clause 7.3 without the prior written consent of the Company.

7.4 The Client grants the Company for the Term a non-exclusive, royalty-free, non-assignable licence to use, copy, modify or adapt any Project IPR assigned to the Client pursuant to clause 7.3 to enable the Company to provide the Services and fulfil its rights and obligations in this Agreement including (without limitation) in clause 6.8.

7.5 The Client acknowledges that any Intellectual Property Rights in Third Party Components cannot be assigned to the Client by the Company.

7.6 At the Client's request, at the end of the Term, the Company will supply the Client with a full copy of the Code, original design files and database backups of the Client's Website at cost based on the Company's current hourly rate subject to and after payment in full of the Charges and interest referred to in clause 4 hereof.

## 8. Technical Support

8.1 The Company shall provide Technical Support with the provisions of this clause for the Post Launch Support Period.

8.2 Technical Support is offered during normal office hours via telephone and email Monday to Friday (9.00 am to 5:30 pm) but not including Bank Holidays or other Company non-working days (for example over Christmas holidays).

8.3 The Company will prioritise all support issues using the following definitions, the prioritisation will be determined by the Company whose decision shall be final:

Severity	Definition
Urgent	Complete loss of service, web application cannot be used

High Severe loss of service. Application can be used in a restricted fashion

Normal Minor loss of service. Impact is an inconvenience

8.4 The Company shall use all reasonable endeavours to comply with the following response and resolution times:

Severity	Response Time	Resolution Time
Urgent	1 hour	4 hours
High	2 hours	1 working day
Normal	2 working days	5 working days

## 9. Out of Hours Technical Support

9.1 Out of hours technical support ("Out of Hours Technical Support") is only made available to a Client where it is expressly noted on the Order Form that that Client may receive Out of Hours Technical Support.

9.2 Out of Hours Technical Support is available via the telephone number provided separately to the Client. Out of Hours Technical Support is available 365 days a year for critical faults ("Critical Fault") Monday to Friday (5:30 pm to 9.00 am) and all day on Saturday, Sunday, Bank Holidays and other Company non-working days. It will be agreed with the Client what forms a Critical Fault for the purposes of this Agreement.

9.3 All Out of Hours Technical Support incidents are charged at £180 plus VAT per hour with a minimum one hour fee.

9.4 For Clients with Out of Hours Technical Support the Client will be entitled to automatic monitoring of their website which will alert the Company in the event of a Critical Fault. The Company shall use all reasonable endeavours to comply with the response times set out in clause 8.4 to rectify issues to which it is alerted through the automatic monitoring. Where previously agreed with the Client the Company will cap Out of Hours Technical Support charges where the Company responds to a critical monitoring alert. The Company will make reasonable endeavours to contact the Client before any further charges are incurred.

## **10. Payment for Technical Support**

10.1 Unless the Client has not paid the Charges by the due date, the Technical Support and (if applicable) the Out of Hours Technical Support will continue after the Post Launch Support Period and after each Annual Period until the Company receives notice in writing from the Client confirming that it does not require Technical Support and/or Out of Hours Technical Support for the forthcoming Annual Period.

10.2 Not less than one month before the end of each Annual Period, the Company shall notify the Client in writing of any changes in the Charges for Technical Support and/or Out of Hours Technical Support for the next Annual Period. If the Company does not serve a notice with new Charges, then the Charges for the next Annual Period shall be at the same rate as the current Annual Period.

10.3 If an upgrade to third-party software is identified which takes more than two hours per upgrade then the Client will be asked to confirm in writing that they wish this upgrade to take place and the Company shall be entitled to charge for this upgrade separately at the Company's then current standard rates.

10.4 Payment of the Charges for Technical Support shall be made by the Client within 30 days of the invoice which shall be issued at the frequency specified in the Order Form.

10.5 Payment of the Charges for the Out of Hours Technical Support shall be made by the Client within 30 days of the invoice which shall be issued monthly in arrears.

## **11. Retainer Services**

11.1 Where specified in the Order Form, the Company shall provide Retainer Services for the period stated in the Order Form. The Client is not entitled to terminate the Retainer Services during the period specified in the Order Form.

11.2 The Client will be given a budget of a set number of days per month for Retainer Services, the budget will be specified in the Order Form. The Client will be entitled to carry up to five days forward, from one month to the next.

11.3 The time to be taken for each task which forms part of the Retainer Services will be estimated by the Company. The Company will use reasonable endeavours to complete urgent maintenance tasks within three working days of receiving a request. The

Company does not guarantee any estimates and the actual time taken will be deducted from the budget. Where a task is expected to take an additional four hours over the estimate the Company will discuss this with the Client before continuing and the Client will give consent in writing if it wishes the Company to continue.

11.4 Unless the Client has not paid the Charges by the end of the period stated in the Order Form, the Retainer Services will continue until the Company receives three months' notice in writing from the Client confirming that it no longer requires Retainer Services.

11.5 Not less than one month before the end of each Annual Period, the Company shall notify the Client in writing of any changes in the Charges for such Retainer Services for the next Annual Period. If the Company does not serve a notice with new Charges then the Charges for the next Annual Period shall be at the same rate as the current Annual Period.

11.6 Payment of the Charges for Retainer Services shall be made by the Client within 30 days of the invoice which shall be issued at the frequency specified in the Order Form.

11.7 Following termination of the Retainer Services or this Agreement, whichever occurs first, the Client shall not be entitled to a refund for any unused budgeted days which have been paid for in advance.

## **12. Ad Hoc Services**

12.1 Where the Client has not purchased Retainer Services but requires work which falls outside of the Technical Support (the "Ad Hoc Services") the Client will be entitled to submit a request to the Company for Ad Hoc Services.

12.2 The time to be taken for each task which forms part of the Ad Hoc Services will be estimated by the Company. The Company does not guarantee any estimates and the actual time taken will be invoiced. Where a task is expected to take four hours over the estimate the Company will discuss this with the Client before continuing and the Client will give consent in writing if it wishes the Company to continue. The task will be scheduled into the Company's then current workload and there is no guaranteed turnaround time for Ad Hoc Services.

12.3 All Ad Hoc Services will be invoiced as set out in the Order Form at the Company's then current standard rates. Where Ad Hoc Services are required to

be completed within one working day, the Company reserves the right to charge double time.

### **13. Web Hosting Services**

13.1 Where the Company is acting as the Hosting Provider and providing web hosting services the Client must comply with the Studio 24 managed hosting terms as detailed

on <http://www.studio24.net/legal/hosting>.

### **14. Confidentiality**

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

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

14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purpose of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. 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 14; and

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

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

### **15. Warranties and Liability**

15.1 The Company warrants that the Client's Website, from the date of Acceptance and for 90 days after that date, will perform substantially in accordance with the Order Form.

15.2 Except in respect of death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation, any matter for which it would be unlawful for the parties to exclude liability or as expressly provided in these conditions the Company shall not be liable to the Client (whether in contract, tort (including negligence) or otherwise) by reason of any representation or any implied warranty, condition or other term or any duty at common law or

under the express terms of the Agreement for any loss of profit, loss of business, loss of revenue (in each case whether direct or indirect) nor for any indirect special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Services or their use by the Client or out of the operation of or inability to operate the pages or website. Subject to the foregoing, the entire liability of the Company (whether in contract, tort (including negligence) or otherwise) under or in connection with the Agreement shall not exceed the amount of the Charges for the provision of the Services under the applicable Order Form.

15.3 The Company gives no warranty for the quality, reliability or service of any third party Hosting Provider and does not warrant that the operation of the Client's Website will be uninterrupted in any event.

15.4 If the Client has not supplied the Company with the Supplied Material within the time limit specified in the Project Specification or as otherwise notified to the Client in accordance with Clause 2.2 hereof the Company may at its sole discretion vary or extend all the time limits for the provision of the Services as specified in the Project Specification. The Company will also be entitled, at its sole discretion, to invoice the Client for an additional project management fee to cover the additional management expenses incurred because of the delay caused. The Company will also be entitled to invoice the Client for an additional project management fee where the Client requests there is a pause or delay in the work. This project management fee will be calculated as a 0.5 day charge per month at the Company's then current standard rates. The parties agree that this additional project management fee is a genuine pre-estimate of the additional costs which are being incurred by the Company as a result of the delay in completing the project.

15.5 The Company shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-

15.5.1 Act of God, explosion, flood, tempest, fire or accident;

15.5.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

15.5.3 Act, restrictions, regulations, bye-laws, prohibition or measures of any kind on the part of any governmental, parliamentary or local authority;

15.5.4 Import or export regulations or embargoes;

15.5.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).

15.5.6 Difficulties in obtaining raw materials, labour, fuel, parts, machinery or hardware.

## **16. Termination**

16.1 Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any material breach of the Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

16.2 In the event that the Agreement is terminated, the Client shall pay to the Company, within 30 days of the date of termination, a proportionate sum for Services as carried out up to the date of termination on the basis of time incurred and materials used.

16.3 Following termination of this Agreement, the Company shall provide the Client with such assistance as is reasonably requested in writing by the Client to assist in the transferring of the hosting of the Client's Website. The Client will pay for this assistance on termination on the basis of time incurred and materials used. The Company shall be entitled to invoice the Client for its reasonably incurred expenses and for the time incurred at the Company's then current fees and prices. Unless and until the Client has paid all outstanding Charges, the Company shall be under no obligation to return to the Client any data or other materials belonging to the Client which are in the Company's possession, and may delete or otherwise destroy such data and/or materials after a reasonable period of time.

## **17. General**

17.1 The Client acknowledges that he or she is generally familiar with the nature and definitions of the internet and proposed uses thereof.

17.2 In providing the Services the Company is acting as an independent contractor and is not acting as an employee of the Client.

17.3 These Conditions together with the terms set out in the Order Form constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

17.4 Neither party may assign, transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party, such consent not to be unreasonably withheld or delayed.

17.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as any at the relevant time has been notified pursuant to this provision to the party giving the notice. For the avoidance of doubt, notices which must be served "in writing" under this Agreement may be validly given by email.

17.6 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

17.8 This Agreement shall be governed by and construed in accordance with English law, and the parties agree to submit to the jurisdiction of the English courts.

17.9 It is not intended that any of the terms of the Agreement will be enforceable by virtue of the



Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.