

## **Togetherall Customer Terms**

THESE TERMS AND CONDITIONS ARE INCORPORATED TO EACH TOGETHERALL ORDER FORM YOU SUBMIT AND WE ACCEPT WHEN YOU ORDER OUR ONLINE SUPPORT SERVICES. EACH ORDER FORM AND THESE TERMS WILL FORM A SEPARATE CONTRACT BETWEEN YOU AND TOGETHERALL.

### **BACKGROUND**

Togetherall provides online support services to support the mental wellbeing of people experiencing psychological distress.

The Customer wishes its Users to benefit from Togetherall support services through the Support Network (which is Togetherall's main service).

This Agreement regulates the ordering and payment of the Support Services by the Customer and the provision of the Services that Togetherall provides directly to the Customer including the Management Services (as defined below). The Support Services are provided directly to the Users under separate end user terms.

In the event that the parties agree to allow Prescribers (as defined below) to directly refer Users to the Support Network, then the Togetherall Professional Terms shall apply to regulate these referrals and the disclosures of personal data to Togetherall for such purpose along with this Agreement.

### **AGREED TERMS**

#### **1. Interpretation**

The definitions and rules of interpretation in this Clause apply in this Agreement.

##### **1.1 Definitions:**

Account – means the account that is created for the Prescriber on the Togetherall Professional Platform.

Affiliate – any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Agreement – means Togetherall Customer Terms, Togetherall Professional Terms including their schedules, annexes and appendixes and the Order Form as agreed by the parties;

Business Day – any day other than a Saturday, Sunday or public holiday in England when the banks in London are generally open for business;

Togetherall – means Togetherall Limited, incorporated and registered in England and Wales with company number 06227377 whose registered office is at 4th floor, 36-38 Whitefriars Street, London, EC4Y 8BQ and Data Controller listed on the Data Protection Register under registration number Z1060712;

Togetherall Customer Terms – means these terms and conditions;

Togetherall Professional Platform – means the digital platform provided by Togetherall through which the Prescriber can make a Prescription for a User.

Togetherall Professional Services – means the service provided via the Togetherall Professional Platform which is used by Prescribers to prescribe access to the Support Network.

Togetherall Professional Terms – means the version of the terms that are in force at the time the Order Form is accepted by Togetherall which regulate the direct referral of Users by Prescribers for Support Services through the Togetherall Professional Platform available at [here](#);

Charges – the charges payable in respect of the Services set out in the Order Form, together with any other charges agreed by the parties in writing;

Community – means all end users that access the Support Network, including but not limited to the Users of the Customer that register with Togetherall;

Confidential Information – means, in respect of each party, all confidential or proprietary information, documents and data of whatever nature, whether disclosed orally, in writing, or by any other means, which relates to a party whether or not designated as confidential or proprietary information but which by its nature is confidential and proprietary and any information designated as confidential or commercially sensitive or which might reasonably be considered as such, including information of each of the parties, relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, business data, technical data, source code software and know-how relating to the business of the relevant party together with all information derived from the above;

Customer – means the customer specified in the Order Form ordering any of the Services;

Data Protection Legislation – means: (i) the UK's Data Protection Act 2018 (as applicable); (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iii) the "GDPR", until such time as it is repealed or ceases to apply in the UK; and (iv) any applicable EU or UK data protection legislation replacing any of the foregoing;

Effective Date – shall have the meaning specified in Clause 2.6 below;

Good Industry Practice – means in relation to any undertaking and any circumstances, the exercise of the degree of professionalism, skill and care, which would be reasonably expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

Intellectual Property Rights – patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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;

Joint Controllers – means Togetherall and Customer if and when they process any Shared Personal Data (i.e. when they jointly determine the purposes and means of processing of any Personal Data);

Management Services – means the services Togetherall provides to the Customer pursuant to the Agreement including: (i) governance and reporting services (i.e. mainly the provision of aggregated reports of how Users use the Support Services); and (ii) the provision of Materials to assist the Customer to explain and promote the Support Services to the Users;

Materials – means Togetherall videos and materials describing the Support Services (including demos), to help the Customer's key staff to develop a good understanding of the Services (so they are able to explain and raise awareness of the Support Services to the Users);

Order Form – means a form specifying: (i) the Support Services the Customer wishes to order for its Users; (ii) the Users to which the Support Services are available and the potential number of Users; and (iii) the Charges involved in the provision of the Management Services and the Support Services;

Prescriber – means the Customer employee, health professional, GP or administrative worker who has an Account on the Togetherall Professional Platform and who has the capacity to prescribe Users for access to the Support Network.

Prescription – means the referral by a Prescriber for the Referred Individual to receive the Support Network.

Referred Individual – means an individual that is the subject of a Prescription (which could be a User or an individual that has not yet registered as a User);

Reports – means periodic usage reports (aggregated data) that Togetherall provides to Customer describing how its Users are accessing and using the Support Services and their feedback (as Applicable);

Services – means the Management Services and the Support Services specified in these terms, the Order Form and in the Service Specification and any other ancillary services Togetherall agrees to provide under the Agreement;

Shared Personal Data – means the Personal Data shared and jointly controlled by the parties (as applicable) for the purposes of performing their obligations under the Agreement or otherwise agreed by the parties in writing;

Services Start Date – has the meaning given in Clause 2.7;

Service Specification – means a document containing a general description of the services provided under the Support Network available [here](#);

Support Network – means the baseline service of bigwhitewall.com available to the Community that all Users can access as described in the Service Specification. It provides peer and Community support and a range of choices for Users to access self-support tools, interact with the Community and gain support;

Support Services – means the services that Togetherall provides directly to the Users including the Support Network services.

Term – has the meaning specified in Clause 11.1 below;

User – means the end users of the Services connected to, and authorised by, the Customer that register with Togetherall, which could be the Customer's members of staff, Customer's students, patients (or other end users connected to the Customer); and

VAT – means value added tax.

1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.

1.3 References to Clauses and Schedules and additional terms are (unless otherwise provided) references to the Clauses and Schedules of this Agreement.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 References to content include any kind of text, information, image, or audio or video material.

1.9 In the event of conflict or inconsistency between these terms and the Order Form, these terms shall prevail.

## 2. Basis of Contract

2.1 These Togetherall Customer Terms, and the Togetherall Professional Terms are incorporated to each Order Form. Each Order Form and these terms will form an independent separate Agreement between the Customer and Togetherall.

2.2 The Togetherall Professional Terms shall apply respectively when the Customer orders any Services or wishes to refer Users through the Togetherall Professional Services.

2.3 The terms of this Agreement shall apply to the Services Togetherall provides to the Customer and its Users to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 An Order form constitutes an offer by the Customer to purchase the ordered Services in accordance with the terms of this Agreement. The Customer is responsible for ensuring that the terms of the Order form are complete and accurate.

2.5 The Order Form shall only be deemed to be accepted when Togetherall issues a written acceptance of the Order Form.

2.6 The Agreement shall come into existence when Togetherall accepts the Order Form submitted by the Customer (the "Effective Date").

2.7 The ordered Services shall start on the date agreed by the parties or as specified in the Order Form ("Service Start Date").

### 3. Services

3.1 Togetherall will:

(a) provide the Support Services to the Users (including access to the Support Network) in accordance with Good Industry Practice.

(b) provide the Management Services to the Customer; and

(c) comply with all applicable laws.

3.2 The Customer acknowledges and agrees that the Support Network is a self-assessment and self-use tool provided to Users for general support and guidance. However, as specified in the Service Specification, in order to ensure an adequate use of the Support Network by the Users, Togetherall provides certain moderation and monitoring by qualified health professionals. In limited occasions, Togetherall professionals may interact directly with Users when they deem it is necessary (when Users punctually need further support or could be at risk).

3.3 Togetherall shall not be in breach of this Agreement or otherwise liable for any failure or delay in the provision of the Services if this is caused or contributed by Customer's breach of Clause 4.1.

## 4. Customer Obligations

### 4.1 The Customer shall:

(a) fully cooperate with Togetherall in a timely manner in all matters relating to the Agreement to enable Togetherall to comply with its obligations under the Agreement (and provide any reasonable assistance to Togetherall that may be necessary for the performance of the Services);

(b) provide to Togetherall in a timely manner all documents, information, items and materials in any form (whether owned or controlled by the Customer or a third party) necessary for the provision of the Services or reasonably required by Togetherall and ensure that they are accurate and complete in all material respects;

(c) ensure that Customer's key personnel is available for any scheduled meetings;

(d) promptly grant any approvals that may be needed from time to time for the provision of the Services;

(e) review Togetherall reports promptly and provide any related input within a reasonable time whenever necessary;

(f) facilitate the implementation of the Support Services and the registration of its Users with Togetherall for the provision of the Support Services;

(g) provide clear verification criteria to allow Togetherall to identify the Customer's Users during their registration and during the provision of the Support Network Services (e.g. postcode data, eligible corporate email addresses – e.g. @nameofcustomer.com – etc.) within the time periods reasonably specified by Togetherall;

(h) actively assist Togetherall to refer any User to the emergency services if and when required;

(i) pay all due Charges to Togetherall;

(j) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Togetherall to lawfully provide the Services; and

(k) comply with all applicable legislation.

## 5. Charges and Payment

5.1 The Charges payable for the Services ordered by the Customer will be set out in the applicable Order Form(s) or otherwise notified to the Customer in writing.

5.2 The Charges will be invoiced in advance and are due as specified in the Order Form, or if the Order Form does not specify any payment period, within thirty (30) days from the date of Togetherall invoice ("Due Date").

5.3 The Customer is responsible for providing timely complete and accurate billing and contact information to Togetherall (and any necessary purchase order numbers) and for promptly notifying Togetherall of any changes to such information.

5.4 All Charges are exclusive of VAT and any other applicable value added tax or similar taxes.

5.5 All Charges shall be paid in pound sterling, or in the currency indicated on the booking invoice or the Order Form.

## 6. Warranties

6.1 Each of Togetherall and Customer warrants to the other that it:

(a) is acting on its own behalf and not for the benefit of any other person; and

(b) has full power and authority to enter into and perform this Agreement.

6.2 Togetherall warrants that during the Term the Services provided to the Customer and its Users will be provided in accordance with Good Industry Practice. For any breach of this warranty, the Customer's exclusive remedies are termination of the applicable Order Form and refund of any prepaid fees covering the remainder of the Term specified in the applicable terminated Order Form(s) after the effective date of termination. The warranty in this Clause 6.2 shall not apply to the extent of any non-conformance is caused by use of the Services by the Customer (its subcontractors



or suppliers) in breach of the Agreement, or modification or alteration of the Services by any party other than by Togetherall or Togetherall's duly authorised contractors or agents.

6.3 Togetherall warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6.4 Togetherall: (a) does not warrant that the Users' use of the Support Services will be uninterrupted or error-free; nor that the Services, Materials, and/or any other information obtained by Togetherall through the Customer will meet the Customer or its User's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet or power failures.

6.5 Except as expressly provided herein, Togetherall excludes all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and Togetherall specifically disclaims all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of fitness for a particular purpose or of satisfactory quality or of reasonable skill and care, in each case, to the maximum extent permitted by applicable law.

## 7. Limitation of Remedies and Liability

7.1 Nothing in this Agreement shall operate to exclude or limit Togetherall or the Customer's liability for:

(a) death or personal injury caused by its negligence; or

(b) any 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; or

(c) Customer's obligation to pay any amount due to Togetherall under the Agreement.

(d) Fraud; or

(e) any other liability which cannot be excluded or limited under applicable law.

7.2 Neither party shall be liable under or in connection with this Agreement for any:

- (a) loss of revenue;
- (b) loss of actual or anticipated profits;
- (c) loss of contracts;
- (d) loss of the use of money;
- (e) loss of anticipated savings;
- (f) loss of business;
- (g) loss of opportunity;
- (h) loss of goodwill;
- (i) loss of reputation;
- (j) loss of, damage to or corruption of data; or
- (k) any indirect or consequential loss,

in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

Each of the sub-clauses 7.2(a) to 7.2(k) shall be deemed, and interpreted as, independent of each of the others.

7.3 Subject to Clause 7.1, the total aggregate liability of each of Togetherall and the Customer for any claim or loss arising out of, or in relation to, this Agreement, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall not exceed in any calendar year, one hundred per-cent (100%) of the Charges payable by the Customer to Togetherall pursuant to the Order Form(s) in such calendar year.

7.4 Clause 7 shall survive and shall not be rendered ineffective by the completion of the Services or the expiry or termination of this Agreement for any reason whatsoever.

7.5 To the extent that the Services provided by Togetherall are based on inaccurate, incorrect or incomplete data provided by the Customer (or its sub-contractors or suppliers), or instructions or information provided by the Customer (or its sub-contractors and suppliers) to Togetherall, Togetherall shall not be liable or responsible for any claims or losses suffered by the Customer as a result of Togetherall providing the Services to the Customer and its Users relying on such inaccurate, incorrect or incomplete data, instructions or information.

## 8. Intellectual Property Rights

8.1 Togetherall retains all Intellectual Property Rights in the Services and grants the Customer a licence to use such Intellectual Property Rights to the extent required to receive the Services directly provided to the Customer under this Agreement and promote the Support Network and other Togetherall services to its Users. Each of the Users will receive a separate licence to access Togetherall Services when they register with Togetherall and accept Togetherall end users terms and conditions.

8.2 All Intellectual Property Rights in any documentation and Materials arising in connection with the performance of the Services by Togetherall shall be the property of Togetherall, and Togetherall hereby grants to the Customer a non-exclusive licence to use such Intellectual Property Rights to receive the Services and use the Materials for the purpose of this Agreement.

8.3 The Customer shall have no right (and shall not permit any third party including any of its sub-contractors and suppliers) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Services, in whole or in part.

8.4 The Customer shall not:

(a) sub-license, assign or novate the benefit or burden of the licence granted under Clause 8 in whole or in part;

(b) deal in any other manner, with any or all of its rights and obligations under this Agreement, without the prior written consent of Togetherall.

8.5 Togetherall may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence.

## 9. Trade Marks

9.1 The Parties may not use registered trademarks, logos, commercial names, Internet domain names or any other distinctive sign of the other Party without its prior written consent, unless they are used as a mere commercial reference.

9.2 The Customer hereby grants to Togetherall the non-exclusive right to use the Customer trademarks to inform the Users about the Support Services available to them in accordance with, and for the duration of, this Agreement.

9.3 Togetherall acknowledges and agrees that all rights in the Customer trademarks shall remain in the Customer, and that has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.

9.4 The Customer acknowledges and agrees that all rights in Togetherall trademarks shall remain in Togetherall, and that the Customer has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.

## 10. Data Protection

10.1 Each of Togetherall and the Customer shall comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.2 This Clause 10 sets out the framework for the processing of Personal Data under the Agreement including but not limited to any Shared Personal Data between the parties as Controllers.

10.3 “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “processing” have the meanings ascribed to them in the Data Protection Legislation.

10.4 Togetherall and the Customer acknowledge and agree that, in most scenarios under this Agreement, they will be both sole and separate Controllers in relation to any Personal Data that they process under the Agreement. This is because the Support Services are directly provided by Togetherall to the Users and Togetherall needs to comply with its own obligations when processing the User’s Personal Data. In particular:

(a) In relation to the Support Network Services:

(i) the Customer will typically not share with Togetherall any personal data of its Users (the Customer will only facilitate registration instructions and details about Togetherall landing page to its Users) although Togetherall may agree to a database from the Customer with User email addresses to allow Togetherall to send certain Users a link to the Togetherall landing page;

(ii) the Users will onboard the Support Network directly by registering with Togetherall through the Togetherall landing page;

(iii) The Customer and Togetherall shall agree general identifiers in advance (e.g. the customer corporate email domain) to allow Togetherall to verify that the end users trying to register through Togetherall landing page are Users of the Customer authorised to access the Services; and

(iv) The Users will need to accept Togetherall end user terms and conditions and acknowledge the Togetherall privacy notice to access the Support Network Services.

(b) In relation to any relevant Togetherall Professional Services and specific personal data processing will be specified in the relevant additional terms.

10.5 Togetherall will act as a sole Controller when it:

(a) processes the Personal Data of the Customer’s representatives and contractors for the purpose of providing the Management Services.

(b) keeps:

(i) Records of emails and calls from the Customer's members of staff or subcontractors when providing the Management Services; or

(ii) records of the Support Services provided to the Users (including emails and calls of Users to Togetherall Customer support team as applicable).

(c) processes any Personal Data through Togetherall sites for the purpose of providing the Support Services.

(d) processes any Personal Data to comply with its own professional and regulatory obligations, including but not limited when Togetherall considers that any individual User needs to be referred to the emergency services or to any health care professional or institution to protect their welfare.

10.6 Togetherall will provide aggregated (anonymised) data to the Customer about the access and usage of the Support Network by the relevant Users in the context of the Management Services, but Togetherall will not share any Personal Data of any User with the Customer unless this is for the purpose of the Agreement, or as required by applicable law.

## 11. Term, Suspension and Termination

11.1 This Agreement shall commence on the Effective Date and shall continue for the initial period specified in the Order Form (the "Term"). After the Term the Agreement shall automatically expire.

11.2 If either Party commits a material breach of this Agreement and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of receipt of the other Party's written notice requiring it to do so, the other party may terminate the Agreement with immediate effect on written notice to the party in breach.

11.3 If an Insolvency Event (as defined below) occurs in respect of a party, the other party may terminate the Agreement with immediate effect on written notice to the Party to whom the Insolvency Event relates. An "Insolvency Event" means, in relation to the relevant party (a "Relevant Entity"):

(a) when the Relevant Entity becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;

(b) a petition is presented, an order is made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Relevant Entity;

(c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the Relevant Entity and/or over all or any part of the assets of the Relevant Entity;

(d) the Relevant Entity enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or

(e) anything equivalent to any of the events or circumstances stated in 11.3 inclusive occurs in any applicable jurisdiction.

11.4 Togetherall reserves the right to, acting reasonably and in good faith, disconnect or block access to the Services to any User that commits any illegal or fraudulent act or that breaches any Togetherall policy or procedure, without previous notice or liability to the Customer.

## 12. Consequences of Termination

12.1 If the Agreement expires or is terminated for any reason, the Customer shall pay Togetherall all Charges and expenses due to Togetherall under the Agreement.

12.2 On termination or expiry of the Agreement Togetherall may submit an invoice, which shall be payable by the Customer within thirty (30) days of the date of the invoice.

12.3 Termination or expiry of this Agreement or an Order Form shall be without prejudice to the respective rights and liabilities of each of the parties accrued prior to such termination or expiry.

12.4 On termination or expiration of this Agreement any licence granted under the Agreement shall terminate immediately.

12.5 On expiry or termination of this Agreement, all provisions of this Agreement shall cease to have effect, except for any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

### 13. Confidentiality

13.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable standard of care.

13.2 Confidential Information may be disclosed by the receiving party to its employees, Affiliates and professional advisers on a need to know basis, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received on at least the same standards as set out in this Agreement.

13.3 The obligations set out in this Clause 13 shall not apply to Confidential Information that the receiving party can demonstrate:

- (a) is or has become publicly known other than through breach of this Clause 13; or
- (b) was in the possession of the receiving party prior to disclosure by the other party; or
- (c) was received by the receiving party from an independent third party who has full right of disclosure; or
- (d) was independently developed by the receiving party; or
- (e) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

13.4 The obligations under this Clause 13 will survive for a period of 5 years from the termination or expiration of the Agreement.

### 14. Notices

14.1 Any notice given to a party under or in connection with this Agreement contract shall be in writing and shall be:



(a) delivered by hand or by recorded 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

(b) sent by email to the address as provided and notified to the party.

14.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class recorded delivery post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission (without bounce-back or other error), or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 14, business hours means 9.00am to 5.00pm Monday to Friday on a Business Day.

14.3 To be effective, notice of any breach of or termination of the Agreement, must prominently state that the notice is a formal notice of breach or termination. If a breach or termination notice is sent by email, a copy of the notice shall also be sent by first class pre-paid recorded delivery or registered post.

14.4 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. General Terms

15.1 Togetherall may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

15.2 the Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the other party, consent not to be unreasonably withheld, conditioned or delayed.

15.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

15.5 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or any other legislation to enforce any term of this Agreement.

15.6 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

15.7 No variation of this Agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

15.8 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.9 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.10 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.11 If any provision or part-provision of this Agreement 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 this Agreement.

15.12 If any provision or part-provision of this Agreement is deemed deleted under Clause 15.11 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.13 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15.14 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.15 This Agreement 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 law of England and Wales.

15.16 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 this Agreement or its subject matter or formation.