



TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Cover Sheet

Parties	
VIQU:	VIQU LIMITED (the "VIQU")
Company number:	09170329
Registered office:	Camomile House, 6 Embassy Drive, Birmingham, B15 1TP

Client:	(the "Client")
Company number:	
Registered office:	

Background: VIQU agrees to provide and the Client agrees to engage the Services of VIQU acting as an Employment Business as defined by section 13(3) of the Employment Agencies Act 1973, (as amended), on the terms and conditions set out in this Agreement.

Acceptance

1.1 The Client will be deemed to have accepted and agreed these terms and conditions (which will prevail over any other terms and conditions put forward by the Client), when any of the following events occurs:

- 1.1.1 the Client signs this Agreement; or
- 1.1.2 the Services commence.

2 Definitions

2.1 In these terms and conditions:

Agreement: means the terms and conditions of this Agreement;

Assignment: means the period during which a Contractor performs services or carries out work for or on behalf of the Client, beginning when the Contractor first reports to the Client to take up duties (or, if earlier, the commencement of such work or services by the Contractor) and ending on the cessation by the Contractor of all such work or services;

Assignment Schedule: means the Assignment Schedule containing the details of an Assignment between VIQU and the Client;

AWR 2010: means the Agency Workers Regulations 2010;

Claims: means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);

Conduct Regulations: means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Contractor: means the person or company supplied to the Client by VIQU;

Engage(s) (or Engagement or Engaged): means the employment or engagement, whether under a contract of service or contract for services, and whether on a permanent or temporary basis, of a Contractor by or on behalf of the Client;

Fee(s): means the fees payable by the Client to VIQU resulting from the Engagement of one or more Contractor(s) at the rates set out in the Assignment Schedule;

Losses: mean all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever;

Off-Payroll: means the off-payroll working rules set out in Chapters 8 and 10 Part 2 of the Income Tax (Earnings and Pensions Act 2003 ("ITEPA") as amended from time to time.

Personal Data: means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to:

- (a) an identifier such as a name, an identification number, location data or an online identifier, or
- (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;

Relevant Period: has the meaning given in regulation 10(5) and (6) of the Conduct Regulations 2003;

Services: means the supply to the Client by VIQU of Contractors for vacancies of which the Client has notified VIQU as set out in Assignment Schedule;

Substitute: any employee, officer, or agreed sub-contractor who replaces a Contractor in accordance with clause 3.4;

Transfer Fee: means the fee set out within Assignment Schedule;

Qualifying Period: 12 continuous Calendar Weeks, as defined in regulation 7 of the AWR 2010, subject always to regulations 8 and 9 of the AWR 2010;

Qualifying Rate of Pay: the rate of pay payable to the Contractor on completion of the Qualifying Period;

Qualifying Worker: any Contractor who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by VIQU or any third party) for the Qualifying Period.

2.2 In this Agreement unless the context otherwise requires:

- 2.2.1 words importing the singular number include the plural number and vice versa;
- 2.2.2 words importing persons include firms, companies and corporations and vice versa;
- 2.2.3 references to numbered clauses are references to the relevant clause to this Agreement;
- 2.2.4 reference to a Party shall mean a party to this Agreement and Parties shall mean the plural.
- 2.2.5 the headings to the clauses and paragraphs of this Agreement are not to affect the interpretation; and

- 2.2.6 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

3 VIQU Obligations

- 3.1 VIQU actively promotes equality of opportunity for all, and seeks to prevent unlawful discrimination because of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex and/or sexual orientation.
- 3.2 VIQU will provide the Services to the Client in consideration for the Client's paying the Fees to VIQU, subject to this Agreement.
- 3.3 VIQU will use reasonable endeavours to supply Contractors to the Client who are suitable to carry out work of such nature as the Client notifies to VIQU.
- 3.4 VIQU may supply a Substitute during the Assignment on giving reasonable notice to the Client and provided any Substitute meets existing compliance check requirements in the provision of the Services (where applicable) and VIQU ensures continuity of the Services with minimum disruption and at no cost to the Client.

4 Fees and payment

- 4.1 The Client will pay to VIQU for the supply of the Contractor the Fees, in respect of each Contractor for all hours/days worked by that Contractor, as set out in the Assignment Schedule. The Fees comprise the Contractor's pay and holiday pay and include VIQU's commission and employer's National Insurance contributions.
- 4.2 As set out in the Assignment Schedule, the payment of the Fees, travel and other expenses will be made by the Client to VIQU within fourteen (14) days of the date of the invoice from VIQU's payroll company in respect of amounts specified in the invoice.
- 4.3 In the event the Contractor is supplied by VIQU and subsequently introduced to a third party who engages the Contractor directly, the Client shall pay 35% of the annual remuneration if the engagement occurs during the Assignment or within the Relevant Period. In the event the Contractor is introduced but not supplied by VIQU and is subsequently then introduced to a third party by the Client within six (6) months of VIQU having introduced the Contractor, the third party then engages the worker directly, the Client shall pay 35% of the Contractor's annual remuneration to VIQU.
- 4.4 All amounts stated are exclusive of VAT, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.5 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement, then VIQU will be entitled:
- 4.5.1 to charge interest (both before and after any judgment) on the outstanding amount at the rate of 8% a year above the base lending rate of The Bank of England, accruing daily;
 - 4.5.2 revoke any entitlement to discounts offered to the Client by VIQU;
 - 4.5.3 to require the Client to pay, in advance, for any Services, or any part of the Services, which have not yet been performed;
 - 4.5.4 not to perform any further Services, or any part of the Services; and
 - 4.5.5 to withdraw without notice any Contractor(s) currently Engaged by the Client.

- 4.6 VIQU may at any time increase the Fees by an appropriate amount if the payments it is obliged to make to the Contractor must be increased to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR, the WTR, the Pensions Act 2008 or with Off-Payroll.
- 4.7 In the event notification in accordance with 5.8 is provided to VIQU after the commencement of Assignment or in the event of information provided in accordance with clauses 5.9 and 5.10, Client agrees and accepts that VIQU is entitled to vary its charge to Client and nature of Services in order to comply with Off-Payroll.
- 4.8 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to VIQU under this Agreement.

5 Client's obligations and acknowledgments

- 5.1 Prior to Services commencing and where the Qualifying Worker is expected to extend beyond twelve (12) continuous weeks, the Client agrees to provide to VIQU in a timely manner all comparator information requested by VIQU, including the Qualifying Rate of Pay applicable on completion of the Qualifying Period.
- 5.2 The Client will specify its exact requirements by providing full details of the Assignment and, in particular, by notifying VIQU of:
- 5.2.1 any special skills required for the Assignment;
 - 5.2.2 any special health and safety matters about which VIQU is obliged to inform the Contractor; and
 - 5.2.3 any requirements imposed by law or by any professional body which must be satisfied if the Contractor is to fill the Assignment.
 - 5.2.4 the Client will not allow any Contractor to undertake any work other than that which has been notified to VIQU by the Client under the Assignment Schedule.
 - 5.2.5 comply with all other obligations, duties and regulations, whether statutory or otherwise including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Contractor;
 - 5.2.6 do nothing to cause VIQU to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Contractor are required or may be required for more than 48 hours in any week, notify VIQU of this requirement before the commencement of that week.
- 5.3 The Client acknowledges and agrees that:
- 5.3.1 Contractors supplied by VIQU are engaged under contracts for services and are not the employees of VIQU;
 - 5.3.2 the Client will in all respects comply with all statutes and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974;
 - 5.3.3 if the Client reasonably considers the Contractor to be unsatisfactory, it will make a complaint to VIQU by telephone and confirm it in writing within 1 day of the finding but will not have the right to withhold from VIQU payment of any Fee due.
- 5.4 The Client will at all times treat all Contractors with due respect and dignity and in particular must take all steps within its control to avoid any unlawful discriminatory treatment of each of them.

- 5.5 The Client confirms that it is not aware of anything which will cause a detriment to the interests of the Contractor or the Client in any Assignment and will inform VIQU immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Contractor or the Client.
- 5.6 If more than one employment agency submits details of the same Contractor to the Client, the Client must inform VIQU within forty-eight (48) hours of their submission. The employment agency who can provide evidence of lawfully obtaining the Contractor's details first and submitted the details following discussions of the applicable position along with the explicit consent from the Contractor, will be deemed to have supplied the Contractor to the Client. No subsequent submission of the same Contractor's details will be valid, and, if the Client engages that Contractor in any capacity, no fees or charges of any kind will be payable to any employment agency other than the first to lawfully obtain and submit the Contractor's details.
- 5.7 Where Off-Payroll applies to Client and Services are in scope, Client undertakes and agrees to assess the working practices of Services to be provided during Assignment and to issue VIQU with its status determination statement ("SDS") and the reasons for the decision in writing prior to the commencement of Assignment and to comply with statutory requirements to notify Contractor.
- 5.8 Where Off-Payroll applies to Client or applies to end user, Client undertakes and agrees to provide any information reasonably requested at any time by VIQU promptly in order to assist VIQU to comply with Off-Payroll.
- 5.9 Client undertakes and agrees to notify VIQU in the event of changes to information provided under clauses 5.7 or 5.8 that occur during Assignment and reissue an SDS if working practices and conditions change.
- 5.10 Client warrants and undertakes that all information it provides to VIQU under this Agreement is true and accurate.
- 5.11 Client warrants to comply with its statutory obligations to provide a status disagreement process and to use best endeavours to resolve status determination disagreements equitably and within forty-five (45) calendar days, beginning with the day the disagreement representation is received.
- 5.12 Client warrants to comply with its statutory obligation to, upon request by VIQU, confirm its size under Off-Payroll and to notify of a change in its size.
- 5.13 Client undertakes and agrees to notify VIQU where the Client or end user is based wholly overseas as defined under Off-Payroll.
- 5.14 Subject to clause 7, Client agrees that when Client Engages a Contractor, other than through VIQU, during Assignment, Client agrees to notify VIQU of that Engagement and accepts liability to pay VIQU the Transfer Fee stated in Assignment Schedule irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 5.15 Subject to clause 7, where there has been an Introduction of a Contractor to Client which does not immediately result in the supply of the services of that Contractor by VIQU to Client, but which later leads to an Engagement of Contractor by Client (howsoever arising) within six (6) months from the date of Introduction, Client agrees to notify VIQU of that Engagement and agrees to pay the Transfer Fee in accordance with clause 5.14 above. VAT, where applicable, is payable in addition to any fee due.

6 Timesheets

- 6.1 Unless stated otherwise in the Cover Sheet, at the end of each week of an Assignment, the Client will sign the timesheet from VIQU's timesheet portal for each Contractor verifying the number of hours/days worked by that Contractor during that week.

- 6.2 The Client's approval of the timesheet will be confirmation of the number of hours/days worked and acceptance of the Services. If the Client does not sign the timesheet because it disputes the number of hours/days claimed, the Client will inform VIQU within two (2) business days of receiving the timesheet and will cooperate fully and promptly with VIQU to establish what hours/days, if any, were worked by the Contractor. Any failure by the Client to sign the timesheet will not absolve the Client's obligation to pay the Fees in respect of the hours/days worked by the Contractor. For the avoidance of doubt, the Client shall pay VIQU for all hours/days worked by the Contractor

7 Temporary to permanent

- 7.1 Where the Conduct Regulations apply, and as an alternative to the Transfer Fee, if, following the supply of a Contractor by VIQU to the Client within the Relevant Period or during any Assignment, the Client Engages the Contractor directly or indirectly via any other agency or employment business, the Client will pay VIQU the Fee.
- 7.2 The fee set out above in clause 7.1 will not be payable if the Client gives written notice to VIQU that it intends to continue the hire of the Contractor for a further period of three (3) months (Extended Assignment) before it Engages the Contractor other than through VIQU.
- 7.3 Where the Client decides (in accordance with clause 7.2) to have the Contractor supplied by VIQU for the Extended Assignment:
- 7.3.1 the Fees payable by the Client during the Extended Assignment shall be those applicable immediately before VIQU received the Client's notice of election;
 - 7.3.2 at the end of the Extended Assignment, the Client may Engage the Contractor without paying the fee set out in clause 7.1; and
 - 7.3.3 if the Client chooses an Extended Assignment, but engages the Contractor before the end of the Extended Assignment, the fee set out in clause 7.1 may be charged by VIQU, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

8 Confidentiality and intellectual property rights

- 8.1 Each Party ('Receiving Party') will keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose of and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 8.1, and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- 8.2 The obligations of clause 8.1 will not apply to any information which:
- 8.2.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
 - 8.2.2 is, or becomes, publicly available through no fault of the Receiving Party;
 - 8.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - 8.2.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
 - 8.2.5 is required to be disclosed by order of a court of competent jurisdiction.

- 8.3 VIQU will require that each Contractor will deliver to the Client, on the termination of an Assignment or at any time during it, all documents, papers, materials and other property (including any copies) belonging to or relating to the business of the Client which may be in the Contractor's possession or under their control. For the avoidance of doubt, VIQU shall not be held liable for any damage or loss to any materials and/or property given to the Contractor by the Client.
- 8.4 All intellectual property rights belong to the Client and VIQU may assist the Client in acquiring any intellectual property rights that shall arise as a result of the Services.
- 8.5 The obligations set out in this clause will survive termination of this Agreement.

9 Data protection

- 9.1 The parties will comply with their respective obligations under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, or other applicable data protection legislation. In particular, VIQU will provide Candidates with information about how their Personal Data will be processed, including:
- 9.2 the purpose of the processing and the legal basis for it;
- 9.2.1 if the basis for the processing is the legitimate interests of VIQU or the Client, what those legitimate interests are;
- 9.2.2 any recipients of the Personal Data (including the Client); and
- 9.2.3 the period for which the Personal Data are retained (or the criteria used to determine that period);
- 9.3 VIQU will:
- 9.3.1 co-operate fully with the Client in order to enable the Client to comply with its obligations under applicable data protection legislation;
- 9.3.2 implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;
- 9.3.3 immediately upon notification by the Client, take all appropriate action to enable the Client to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data; and
- 9.3.4 immediately notify the Client of any data breach relating to Personal Data about which VIQU becomes aware.
- 9.4 VIQU may from time to time transfer data outside of the EEA. Should this occur, VIQU will ensure that the company to whom they are transferring the data has adequate data protection procedures in place.

10 Warranties, liability and indemnities

- 10.1 While VIQU will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Contractors and to comply with the Client's requirements, the Client accepts and agrees that VIQU gives no warranty as to the suitability of any Contractor for any Assignment.
- 10.2 VIQU confirms that, in supplying any Contractor to the Client, it is not aware of anything which will cause any detriment to the interests of that Contractor or the Client if the Contractor fulfils the Assignment.
- 10.3 Neither VIQU nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Contractor to the Client or with any failure by VIQU to introduce or supply a

Contractor for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Fee payable), unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of VIQU. In particular, but without limitation, VIQU will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:

- 10.3.1 any failure of the Contractor to meet the Client's requirements for all or any of the purposes for which the Contractor is required by the Client;
 - 10.3.2 any act or omission of a Contractor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
 - 10.3.3 any loss, injury, damage, expense or delay suffered by a Contractor.
- 10.4 Should it be found that VIQU owes a liability to Client for any reason, the damages will be capped at the Fees payable under or in connection with this Agreement.
- 10.5 Except in the case of death or personal injury caused by VIQU's negligence, the liability of VIQU under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Fee(s) paid or due to be paid by the Client to VIQU under this Agreement. VIQU will not be liable for any matter not reported to it within five (5) days of its occurrence.
- 10.6 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.
- 10.7 The Client will indemnify and hold harmless VIQU from and against all Claims and Losses arising from loss, damage, liability, injury to VIQU, its employees and third parties, by reason of or arising out of:
- 10.7.1 any loss, injury, expense or delay suffered or incurred by a Contractor, however caused; and/or
 - 10.7.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Contractor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
 - 10.7.3 any loss, injury or delay suffered or incurred by VIQU as a result of any act or omission of the Client that arises directly or indirectly out of or is in any way connected with the relevant Assignment, any information supplied by the Client to VIQU or the Client's breach of this Agreement.
- 10.8 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.
- 10.9 The Client agrees and undertakes to indemnify VIQU for and against any and all costs, fees, charges and expenses that VIQU may incur as a result of or arising from late or non-payment of any charges payable under this Agreement, including, but not limited to, any and all legal and other professional costs and expenses it may incur as a result of instituting legal or other proceedings against the Client for non or late payment of any Fees due.

11 Termination

- 11.1 Either Party may terminate this Agreement at any time by giving the other party written notice as set out in Assignment Schedule. Termination of the Agreement will immediately terminate any active Assignment Schedules.

- 11.2 VIQU will notify the Client without delay if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and may terminate the Assignment without any liability.
- 11.3 If the Client breaches any of the terms within this Agreement, VIQU reserves the right to withdraw, without notice, any Contractors supplied without incurring any liability to the Client.
- 11.4 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice (that will take effect as specified in the notice) to the other Party:
- 11.4.1 if the other Party is in material breach of its obligations under this Agreement;
 - 11.4.2 If the breach is capable of remedy and the breach is not remedied within fourteen (14) days by the other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
 - 11.4.3 if the other Party passes a resolution for its winding up or for the appointment of an administrator, a liquidator or administrator is appointed or a winding up order is made in relation to the other Party (other than in circumstances of a solvent amalgamation or reconstruction), a receiver or administrative receiver is appointed in relation to the other Party or its assets, the other Party has a freezing order made against it or becomes insolvent, or becomes subject to a moratorium or a company voluntary arrangement under the Insolvency Act 1986 or a restructuring plan under Part 26A of the Companies Act 2006 or the other Party makes any arrangement or composition with or for the benefit of its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 11.5 On termination of this Agreement, the Client will pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by VIQU for the performance of the Services prior to the date of termination.

12 General

- 12.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six (6) months, either Party may terminate this Agreement by written notice to the other Party.
- 12.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.
- 12.3 VIQU may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.
- 12.4 This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 12.5 No failure or delay by VIQU in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

- 12.6 This Agreement will not constitute or imply any partnership, joint venture, VIQU, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 12.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 12.8 No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.
- 12.9 Any notice to be given under this Agreement must be in writing, signed by or on behalf of the party giving it and must be sent to:
 - 12.9.1 the address at the top of this Agreement where it will be deemed to have been received the day after postage; or
 - 12.9.2 the email address to which a Party has most recently been communicating unless notified otherwise where it will be deemed to have been received upon receipt of a delivery report.
- 12.10 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 12.11 The validity, construction and performance of this Agreement is governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.