

STANDARD TERMS

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1 DEFINITIONS AND INTERPRETATION

1.1 In the Agreement and these Standard Terms, unless expressly stated to the contrary, the following expressions shall have the following meanings:

Agreement	the agreement between Ideal and the Client for the supply of Services, of which these Standard Terms form part;
Business Day	a day other than a Saturday or Sunday or public holiday in England and Wales;
Change Request	a written request or a recommendation for a change to the Services and/or the operation of this Agreement;
Charges	the sums payable by the Client for the Services, as set out in the Service Schedule including all costs and disbursements stated or referred to in such Schedule;
Client	as identified in the cover sheet of the Agreement;
Commencement Date	the date on which Ideal is to commence performing the Services, as specified in the Service Schedule;
Intellectual Property Rights	all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;
Minimum Term	the minimum term of the Agreement, as set out in the Service Schedule;
Project Co-Ordinator	Ideal's representative and/or the Client's representative as the context requires, as identified in the Project Schedule;
Services	the Services described in the Service Schedule as varied or supplemented by any agreed Change Requests or as otherwise agreed by the parties in writing;
Service Change Note	the written submission made by Ideal in respect of a Change Request including the information listed in Schedule 3;
Service Schedule	the terms of the Agreement Schedule, which sets out the agreed scope of the Services, the Charges and other relevant information;

Site	the site or sites where the Services are to be performed, as identified in the Service Schedule;
Standard Terms	these standard terms, which form part of the Agreement.

- 1.2 References to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended, modified or re-enacted from time to time.
- 1.3 The headings in these Standard Terms are for ease of reference only and shall not in any way affect its construction or interpretation.
- 1.4 Reference to a party to the Agreement shall include its successors in title and permitted assigns.
- 1.5 Unless expressly stated to the contrary in the Agreement.
 - 1.5.1 words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.5.2 a reference to a recital, clause or Schedule is a reference to a recital or clause of or Schedule to the Agreement;
 - 1.5.3 the words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement commences on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue for the Minimum Term. On expiry of the Minimum Term, the Agreement will terminate automatically unless the parties have agreed in writing that it should continue on these Standard Terms.
- 2.2 Subject to clauses 13 and 14, either party may terminate this Agreement at any time by providing not less than 5 days’ notice in writing to the other party.

3 SERVICES

- 3.1 Ideal has agreed to perform and the Client has agreed to purchase the Services, subject to the terms of the Agreement.
- 3.2 Ideal shall perform the Services with reasonable care and skill and in accordance with the terms of the Agreement. The Client accepts however that Ideal cannot, and does not, guarantee any particular outcome as a result of the performance of the Services.
- 3.3 All timescales discussed or specified in Service Schedule are estimates only, and Ideal shall have no liability for any delay in performance unless otherwise specifically agreed to in the Service Schedule.

4 CLIENT’S ASSISTANCE AND WARRANTIES

- 4.1 The Client shall provide reasonable assistance to Ideal, including by providing such

information about the Client's operations and business as Ideal may reasonably request. The Client shall at all times allow Ideal to have access to facilities and amenities to enable Ideal to properly perform the Services.

- 4.2 The Client shall notify Ideal of any specific experience, training, qualifications or authorisations required by Ideal or its personnel or contractors in the performance of the Services.
- 4.3 The Client warrants that:
 - 4.3.1 it is entitled to operate its business and does so in compliance with all applicable laws and regulations;
 - 4.3.2 all specifications and other instructions provided on behalf of the Client to Ideal are accurate and complete;
 - 4.3.3 it has all licences, consents, permits and authorisations required by law to enable it to appoint Ideal to perform the Services; and
 - 4.3.4 the carrying out of the Services by Ideal (excluding the use of systems and materials independently purchased or prepared by Ideal which do not rely on or include specifications, information or materials sourced from the Client) does not and will not infringe the Intellectual Property Rights, or any other rights of any third party.
- 4.4 The Client shall indemnify and keep indemnified Ideal against any and all costs, damages, losses, claims and expenses suffered or incurred by Ideal as a result of any breach of the warranties set out above or any claim by a third party that performance of the Services by Ideal infringes the Intellectual Property Rights or other rights of any third party.

5 SITES

- 5.1 Unless agreed otherwise between the parties in writing, Ideal shall perform the Services at the Site from the Commencement Date.
- 5.2 The Client undertakes to:
 - 5.2.1 grant to Ideal such access to the Site as Ideal requires to perform the Services and fulfil its obligations under the Agreement;
 - 5.2.2 provide free of charge all electric power, lighting and heating at the Site and the provision of normal services reasonably needed to perform the Services;
 - 5.2.3 provide reasonable working conditions, which as a minimum meet the standards laid down in applicable health and safety laws;
 - 5.2.4 take all reasonable precautions to protect the health and safety of all persons at the Site, including providing Ideal with a copy of the emergency and health and safety procedures;
 - 5.2.5 provide Ideal with such access, guidance, instruction, materials, information and cooperation as may be reasonably required by Ideal to enable it to perform its obligations under the Agreement.
- 5.3 Where the Client does not exercise control over the Site, it shall procure and be responsible for ensuring that the access and assistance described in this clause 5 is provided.

6 CHARGES AND PAYMENT

- 6.1 The Client shall pay the Charges in accordance with the terms of the Service Schedules.
- 6.2 Ideal shall be entitled to raise an invoice at the end of the month in which the Services have been provided to Client for the Charges incurred in that month.
- 6.3 Unless otherwise set out in the Service Schedule, Charges shall be payable by the Client

within 14 days of the date of the invoice, and the Client shall not be entitled to exercise any right of set-off, cross or counterclaim, deduction or withholding of any kind.

- 6.4 Unless otherwise stated in the Service Schedule, the Charges are exclusive of VAT which shall be payable by the Client at the rate and in the manner required by law.
- 6.5 If the Client is late in making any payment due under the Agreement, without affecting any other rights which it may have, Ideal shall be entitled to exercise all or any of the following rights:
 - 6.5.1 suspend performance of the Services until paid;
 - 6.5.2 be paid compensation and charge interest on the overdue amount at a rate of 2% above the Bank of England's published Bank Rate from time to time which shall accrue from day to day (both before and after any judgement) from the due date until payment in full is received by Ideal and shall be compounded quarterly.
- 6.6 The Charges may be reviewed and increased in accordance with the procedure set out in the Service Schedule.
- 6.7 Where reports are produced by Ideal as part of the Services, a copy will be provided to the Client at no extra charge. Where the Client requires further copies, these will be charged at Ideal's pertaining charge rate for copying services.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client grants Ideal a non-exclusive, royalty-free, irrevocable licence, with the right to sub-license, to use any Intellectual Property Rights of the Client (including without limitation in any database supplied by the Client) as is necessary to enable Ideal to perform its obligations under the Agreement.
- 7.2 Except as set out in the Agreement, neither party shall acquire any rights in or to the Intellectual Property Rights of the other party as a result of the Agreement. In particular, any database which is supplied to Ideal for the purposes of being cleansed and/or updated as part of the Services shall at all times remain the property of the Client and Ideal shall acquire no rights in or to the same.
- 7.3 All rights, title and interest in any Intellectual Property Rights arising out of any works created by or on behalf of Ideal in performing the Services, including without limitation any database created by Ideal as a result of the Services, but not including any database provided for cleansing and/or updating as referred to in clause 7.2 above ("Work") (whether such Work was created before, on or after the Commencement Date) shall belong to and vest in the Client, unless expressly stated otherwise in the Service Schedule.
- 7.4 In consideration of the payment of the Charges by the Client to Ideal, Ideal grants to the Client a personal, non-exclusive revocable licence to use the Work in accordance with the Agreement for the Client's own internal business purposes until such time as Ideal may revoke the licence by providing notice of the same to the Client in writing.

8 MANAGEMENT REVIEW

- 8.1 The parties will ensure that their Project Co-ordinators liaise with one another on a regular basis to consider and discuss any matters concerning the Services.
- 8.2 Each party shall notify the other as soon as it becomes aware of any developments that may have a material adverse impact on its ability to meet its obligations under the Agreement.

9 CHANGE CONTROL PROCEDURE

- 9.1 Either party may at any time request a change to the Services and/or the operation of this Agreement by submitting a Change Request to the other party. The parties agree that each Change Request shall be dealt with in accordance with the procedure set out in this clause 9.
- 9.2 Until such time as a Change Request is implemented, the parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its then current terms.
- 9.3 Any discussions regarding any proposed changes which may take place between Ideal and the Client shall be without prejudice to the rights of either party.
- 9.4 Where Ideal submits a Change Request to the Client, it shall at the same time submit a Service Change Note, which the parties shall review and discuss.
- 9.5 Where the Client has submitted a Change Request to Ideal, Ideal shall draw up a Service Change Note in respect of the Client's Change Request, which the parties shall review and discuss.
- 9.6 Any Service Change Note agreed and signed by both parties shall take effect on the date specified in the Service Change Note, and this Agreement shall be deemed amended to take account of the change agreed in such Service Change Note.

10 LIABILITY

- 10.1 Subject to clause 10.7, any liability Ideal may have for claims concerning damage to the physical property of the Client, its staff or Clients arising out of or in connection with the Agreement and/or the Services however arising, shall be limited to £1,000,000 per claim or series of claims arising out of the same events or circumstances.
- 10.2 Without prejudice to the other limitations on Ideal's liability in the Agreement but subject to clauses 10.1 (physical damage) and 10.7, the liability of Ideal for any claims however arising out of or in connection with the Agreement and each assignment of Services, shall be limited in respect of all claims in aggregate to the lesser of (i) a sum equal to the Charges paid (exclusive of VAT) by the Client for such assignment of Services under the Service Schedule, and (ii) £1,000,000.
- 10.3 Notwithstanding any other provision of the Agreement, but subject to clause 10.7, Ideal shall have no liability however arising out of or in connection with the Agreement and/or the Services for any:
 - 10.3.1 direct or indirect loss of or damage to:
 - (a) profit;
 - (b) revenue;
 - (c) business;
 - (d) contract;
 - (e) opportunities or bargain;
 - (f) anticipated savings;
 - (g) data;
 - (h) goodwill;
 - (i) reputation;
 - (j) use;
 - 10.3.2 indirect or consequential loss or damage; or
 - 10.3.3 claim arising out of a claim against the Client by a third party.

- 10.4 The Client agrees that each of the sub-clauses in clause 10.3 and each of the sub-paragraphs 10.3.1(a) to 10.3.1(j) in sub-clause 10.3.1 constitute separate terms and the introductory wording of clause 10.3 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 10.3 or otherwise.
- 10.5 Subject to clause 10.7, any claims however arising out of or in connection with the Agreement and/or the Services must be notified to Ideal in writing within three months of the circumstances giving rise to the claim coming to light.
- 10.6 The term “however arising” when used or referred to in clause 10 covers all causes and actions giving rise to the liability of Ideal arising out of or in connection with the Agreement and/or Services including (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; or (iii) whether caused by any total or partial failure or delay in performance of the Services or the performance of defective Services.
- 10.7 The exclusions and limitations of liability contained in the Agreement shall apply regardless of whether the loss or damage was foreseeable or whether the Client notifies Ideal of the possibility of any greater loss or damage but no such exclusion or limitation shall apply to the extent prohibited or limited by law and in particular nothing in the Agreement shall affect liability:
 - 10.7.1 for death or personal injury caused by negligence;
 - 10.7.2 for fraudulent misrepresentation or other fraud;
 - 10.7.3 for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 10.8 The service standards for performing the Services are as set out in clause 3.2 of these Standard Terms. All other warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Ideal, in respect of compliance with descriptions, the quality or the fitness for purpose of the Services which are not expressly set out in the Agreement are excluded except to the extent such exclusion is prohibited or limited by law.
- 10.9 All employees, directors, officers, contractors and agents of Ideal shall be entitled to rely on and to the benefit of the limitations and exclusions of liability in the Agreement which are in favour of Ideal, as ‘third parties’. The aggregate liability of all such third parties and Ideal collectively shall be no greater than the liability of Ideal, alone, as set out in the Agreement
- 10.10 The Client shall indemnify Ideal at all times against all claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by Ideal arising out of or in connection with any breach of the Agreement by the Client.

11 DATA PROTECTION

- 11.1 The Client warrants that it has complied with and shall, during the Agreement, continue to comply with all obligations of a data controller under the Data Protection Act 1998 (“DPA”).
- 11.2 The parties acknowledge that Ideal may have access to “personal data” (as defined in the DPA) of the Client and/or its clients (“Data”).
- 11.3 The Client, as data controller, appoints Ideal as data processor to process the Data on the Client’s behalf as is necessary to enable Ideal to perform the Services.
- 11.4 The Client as data controller warrants it has all authority and consents necessary to enable Ideal to process the Data in accordance with the DPA for the purposes of the Agreement.

- 11.5 For the purposes of the DPA, Ideal confirms:
- 11.5.1 whilst the Data is under the control of Ideal, it has put in place reasonable technical and operational measures against the unauthorised or unlawful processing of the Data and against accidental loss or destruction of or damage to the Data;
 - 11.5.2 it shall only carry out the processing of the Data in accordance with the Client's instructions which are set out in the form of the Agreement;
 - 11.5.3 it shall ensure that the staff who have access to the Data have undergone training in the handling of personal data.

12 TERMINATION

- 12.1 Without affecting any other rights and remedies it might have, either party may terminate the Agreement without liability to the other by giving written notice to the other party at any time if the other party:
- 12.1.1 commits an irremediable material breach of the Agreement;
 - 12.1.2 commits a material breach of the Agreement which is capable of being remedied but has failed to remedy such breach within 30 days after having received written notice requiring the same;
 - 12.1.3 has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days, and in any other circumstances provided for in the Agreement,
- and Ideal may suspend performance of the Services at any time without liability to the Client if the Client is subject to any of the circumstances described in clauses 12.1.1 to 12.1.3.
- 12.2 Without prejudice to any other rights and remedies of Ideal, Ideal may additionally terminate this Agreement immediately on giving written notice to the Client if the Client fails to pay any sums due to Ideal in accordance with clause 6 by the due date for payment.
- 12.3 Any termination however caused shall not affect:
- 12.3.1 any right or liabilities which have accrued prior to the time of termination;
 - 12.3.2 the continuance in force of any provision of the Agreement which expressly or by implication is intended to come into or continue in force after termination, including clause 7 (Intellectual Property Rights), clause 10 (Liability), clause 11 (Data Protection), clause 13 (Consequences of Termination), clause 15 (Staff Transfers), clause 16 (Confidentiality), clause 20 (Contracts (Rights of Third Parties) Act 1999) and clause 23 (Governing Law and Jurisdiction).

13 CONSEQUENCES OF TERMINATION

- 13.1 On termination of the Agreement for any reason:
- 13.1.1 any and all sums due from the Client to Ideal shall become immediately payable;
 - 13.1.2 Ideal shall immediately cease performance of the affected Services; and

13.1.3 each party shall immediately return any information or materials in its possession or under its control which belong to or were supplied by the other party.

14 EARLY CANCELLATION BY THE CLIENT

- 14.1 If the Client wishes to cancel the Services and terminate the Agreement early without cause during the Minimum Term, the following cancellation charges will apply:
- 14.1.1 if the Services are cancelled or postponed by the Client with 10 or more Business Days' notice, there is no cancellation fee;
 - 14.1.2 if the Services are cancelled or postponed by the Client with less than 10 Business Days' notice, Ideal shall be entitled to charge the Client an early termination charge equivalent to the Charges payable for the Minimum Term had the Services been completed, up to a maximum of 10 days.

15 STAFF TRANSFERS

- 15.1 The Client and Ideal agree that the entry into the Agreement, its performance or its extension shall not for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time ("the Regulations") constitute a "relevant transfer" of any employees of the Client (or any contractor engaged by the Client in providing services similar to the Services ("Client Contractor")). If, however, a contract of employment between the Client (or any Client Contractor) and any person has effect, pursuant to the Regulations, as if originally made between Ideal and such person, or if a claim is made to such effect, Ideal may within one month of becoming aware of such event terminate such contract. The Client shall indemnify and keep Ideal indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities reasonably incurred by Ideal in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to the Agreement, its performance or its extension.
- 15.2 The Client undertakes that it shall not for the duration of the Agreement and for a period of 6 months thereafter directly or indirectly (whether alone or on behalf of or in association or conjunction with any other person) solicit or endeavour to entice away any person who at that time or at the date of termination (or in respect of the period of 6 months following termination) was engaged in providing the Services.
- 15.3 If the Client breaches clause 15.2 in respect of any individual engaged in carrying out the Services, the Client shall pay to Ideal an amount calculated at the daily rate for that individual multiplied by 60, the said amount falling due for payment within 30 days of commencement of the Client's employment, engagement or introduction of the individual to a third party.
- 15.4 It is accepted by the Client that this measure of compensatory payment in clause 15.3 reflects a reasonable pre-estimate of Ideal's losses arising out of the non-availability of the individual for placement elsewhere.

16 CONFIDENTIALITY

- 16.1 Each party shall treat as confidential any confidential information that is, or has been, disclosed to it by the other or that has come to that party's attention or otherwise been obtained by that

party in connection with the Agreement and shall not divulge any such information to a third party and shall not make any use of such information (other than in performance of the Agreement) without the other's written consent provided that the restrictions in this clause 16.1 will not apply to information which:

- 16.1.1 at the time of disclosure is in the public domain;
- 16.1.2 after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of the Agreement;
- 16.1.3 was already in the possession of the receiving party at the time of disclosure;
- 16.1.4 was received by the receiving party after disclosure from a third party who was not required to hold it in confidence.

16.2 Nothing in the Agreement shall prevent a party from disclosing information:

- 16.2.1 to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under the Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause;
- 16.2.2 to its solicitors, accountants, surveyors, insurers and other professional advisors; and
- 16.2.3 as is required to be disclosed by an order of any court of competent jurisdiction.

16.3 Each party shall on demand and on termination of the Agreement surrender to the other all documents, notes and memoranda relating to such confidential information in its possession or in the possession of its employees agents and sub-contractors save to the extent that is reasonable to enable that party to retain evidence of its proper performance of the Agreement.

17 FORCE MAJEURE

17.1 In these Standard Terms, "force majeure" means any act, event or omission beyond the reasonable control of a party, other than any obligation to make payment under the Agreement, including without limitation strikes, lock-outs or other industrial action (whether involving the workforce of the party so delayed, hindered or prevented or of any other party), act of God, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction in each case not being enacted or in place (but whether or not in force) on the date of the Agreement, accident, failure or breakdown of plant, machinery, systems or vehicles, fire, flood, extreme weather conditions, extreme traffic congestion, power failure, failure of telecommunications.

17.2 If Ideal is prevented or delayed from performing any of its obligations under the Agreement by force majeure, it shall give written notice to the Client as soon as reasonably practicable and shall have no liability in respect of such obligations for such time as the force majeure continues and after it ceases for as long as is necessary for Ideal, using all reasonable endeavours, to recommence performance of its obligations.

17.3 If Ideal is prevented from performing its obligations for a continuous period in excess of three months, either party may terminate the Agreement by giving written notice.

18 DISPUTE RESOLUTION

18.1 If any dispute or difference arises between the Client and Ideal in connection with or arising out of the Agreement, the Project Co-ordinator of each party shall, within three Business Days of a written request from the other party, meet in good faith to try to resolve the dispute.

- 18.2 If the dispute or difference is not resolved by the Project Co-ordinators, senior management of each party shall, within three Business Days of the conclusion of the Representatives' meeting, meet in good faith to try and resolve the dispute without recourse to legal proceedings.
- 18.3 Failing resolution of the dispute or difference by the senior management, either of the parties may submit the dispute or difference to the English courts.
- 18.4 Nothing in the Agreement shall prevent either party from immediately applying to the English Courts to obtain an injunction or other interlocutory injunction

19 ASSIGNMENT AND SUB CONTRACTING

Either party shall be entitled to assign, novate, charge or hold on trust for another all or any of its rights and obligations under the Agreement in whole or in part or sub-contract all or any of its obligations under it without the prior written consent of the other party.

20 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 20.1 All members of Ideal's Group and all agents and subcontractors of Ideal (each being a "TP") shall each be entitled, in its own right pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TP Act"), to enforce every defence and limitation expressed to be in favour of Ideal under the Agreement to the extent determined by Ideal in its absolute discretion from time to time, as if such defences and limitations were expressed to be for the benefit of the relevant TP. Also, each member of Ideal's Group shall be entitled in its own right to enforce, pursuant to the TP Act, all indemnities in the Agreement expressed to be in favour of Ideal to the extent determined by Ideal in its absolute discretion from time to time, as if such indemnities were expressed to be for the benefit of the relevant members of Ideal's Group. The Client and Ideal shall not be required to notify or obtain the consent of any TP in order to rescind or vary the Agreement or any provision of it. The aggregate liability of all TPs and Ideal collectively shall be no greater than the liability of Ideal alone, as set out in the Agreement. No TP may assign or otherwise transfer any of their rights referred to in this clause 20.
- 20.2 Save as referred to in this clause, no provision of the Agreement shall be enforceable pursuant to the TP Act by any person who is not a party to it.

21 ENTIRE AGREEMENT

- 21.1 The Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in the Agreement.
- 21.2 Each of Ideal and the Client acknowledges and agrees that:
 - 21.2.1 in entering into the Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Agreement or not) which is not expressly set out in the Agreement; and
 - 21.2.2 the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Agreement shall be for breach of contract under the terms of the Agreement.
- 21.3 Nothing in this clause 21 shall, however, operate to limit or exclude any liability for fraud or

fraudulent misrepresentation.

22 GENERAL

- 22.1 No variation of the Agreement or any other documents entered into pursuant to it shall be effective unless and until it is made in writing and signed by each party or on their behalf by duly authorised representatives.
- 22.2 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Agreement or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless in writing and signed by the relevant party or on his behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.
- 22.3 If any term of the Agreement shall be declared to be invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from the Agreement and the validity and enforceability of the remaining terms shall not as a result in any way be affected or impaired.
- 22.4 Any notice to be given shall be in writing, in English, and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in the Agreement or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.
- 22.5 Save as expressly provided in the Agreement, the rights and remedies provided by the Agreement are cumulative and (subject as otherwise provided in the Agreement) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.
- 22.6 Each of the parties shall pay its own legal, accountancy and other professional costs, charges and expenses connected with the negotiation and preparation of the Agreement and the documents referred to in it.
- 22.7 Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, representative or agency relationship between the parties or construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

23 GOVERNING LAW AND JURISDICTION

These Standard Terms and the Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with these Standard Terms and the Agreement.

SCHEDULE 1

SERVICE CHANGE SCHEDULE

- 1 For the purposes of this Schedule, “Service Change” means any change to the Services and/or operation of this Agreement.
- 2 Each Service Change Note shall contain:
 - 2.1 the title and date of the Service Change request;
 - 2.2 the reason for the Service Change;
 - 2.3 full details of the Service Change, including any specifications;
 - 2.4 the price, if any, of the Service Change and all other cost implications;
 - 2.5 a timetable for implementation;
 - 2.6 a schedule of payments if appropriate;
 - 2.7 details of the likely impact, if any, of the Service Change on other aspects of this Agreement including:
 - 2.7.1 the timetable for the provision of the Service Change;
 - 2.7.2 the personnel to be provided;
 - 2.7.3 the Charges;
 - 2.7.4 any documentation to be provided;
 - 2.7.5 any training to be provided;
 - 2.7.6 working arrangements;
 - 2.7.7 other contractual issues; and
 - 2.8 provision for signature by Ideal and the Client.