

Glider Technology | SaaS Agreement

Commercial Terms

Supplier: **GLIDER TECHNOLOGY LIMITED** incorporated and registered in England and Wales with company number 08248127 whose registered office is at Mentor House, Ainsworth Street, Blackburn, Lancashire BB1 6AY.
Contact email address: info@glidertech.com

Customer: **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]
Customer Manager:
Contact email address:

Services: [Insert details]

Documentation: [Insert details of deliverables including reports etc (if any)]

Effective Date: DD/MM/YYYY

Initial Term: TBC

Renewal Period: [Not applicable]

Notice Period: [insert length of notice to be given to terminate for convenience]

Project(s): [Insert project name(s)]

Fees: £[AMOUNT] (plus VAT), for the number of User Subscriptions specified below.

Payment Terms: Payment in advance [insert details including the following:
SaaS terms: on the Effective Date for the Subscription Fees payable in respect of the Initial Term; and on the first day of any Renewal Period, for the Subscription Fees payable in respect of the next Renewal Period.]

Customer Personal Data: [insert details of the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject]

Special Terms: [INSERT ANY SPECIAL TERMS AGREED]

Signed on behalf of the Supplier: _____

Date of signature: _____

Signed on behalf of the Customer: _____

Date of signature: _____

By signing above, each party agrees to the Commercial Terms above and the terms and conditions below.

Professional Services Terms and Conditions

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

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

Change of Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Commercial Terms: the commercial terms agreed by the parties in writing.

Confidential Information: information that is proprietary or confidential and is clearly labelled as such.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services.

Customer Personal Data: as set out in the Commercial Terms.

Documentation: any output of the Services to be provided by the Supplier to the Customer as set out in the Commercial Terms.

Effective Date: as set out in the Commercial Terms

Initial Term: the initial term of this agreement as set out in the Commercial Terms.

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.

Normal Business Hours: 8.30 am to 5.30 pm local UK time, each Business Day.

Payment Terms: as set out in the Commercial Terms.

Project: the project or projects more particularly described in the Commercial Terms.

Renewal Period: the period described in the Commercial Terms.

Services: the services as set out in the Commercial Terms.

- 1.2. Clause headings shall not affect the interpretation of this agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9. A reference to writing or written includes faxes but not e-mail.
- 1.10. References to clauses are to the clauses of this agreement.
- 1.11. 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.

2. SUPPLIER'S RESPONSIBILITIES

- 2.1. The Supplier shall supply the Services, and deliver the Documentation to the Customer, in accordance with this agreement in all material respects.
- 2.2. The Supplier shall use reasonable endeavours to meet any agreed performance dates but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.
- 2.3. The Supplier shall appoint a manager for the Services. That person shall have authority to contractually bind the Supplier on all matters relating to the Services (including by signing Change Orders). The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier's manager throughout the term of this agreement, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

3. Customer's obligations

- 3.1. The Customer shall:

co-operate with the Supplier in all matters relating to the Services;

- a) appoint a manager for the Services, as named in the Commercial Terms. That person shall have the authority to contractually bind the Customer on matters relating to the Services (including by signing Change Orders);
 - b) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete; and
 - c) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services, including in relation to the use of all Customer Materials, in all cases before the date on which the Services are to start.
- 3.2. If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

4. Non-solicitation

- 4.1. The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of [twelve] months after the termination of this agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.
- 4.2. Any consent given by the Supplier in accordance with clause 4.1 shall be subject to the Customer paying to the Supplier a sum equal to [20%] of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, [20%] of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

5. Change control

- 5.1. Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- a) the Services;
- the Supplier's existing charges;
- the timetable of the Services; and
- any of the terms of this agreement.
- 5.2. If the Supplier wishes to make a change to the Services it shall provide a draft Change Order to the Customer.
- 5.3. If the Customer wishes to make a change to the Services:
- a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed changes; and
 - b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause 5.3(a), provide a draft Change Order to the Customer.
- 5.4. If the parties:
- a) agree to a Change Order, they shall sign it and that Change Order shall amend this agreement; or
 - b) are unable to agree a Change Order, this agreement shall continue without amendment.
- 5.5. The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 5.3 on a time and materials basis at the Supplier's daily rates.

6. Intellectual property rights

- 6.1. In relation to the Documentation:
- a) the Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Documentation, excluding the Customer Materials;
 - b) the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to copy and modify the Documentation (excluding the Customer Materials) for the purpose of receiving and using the Services and the Documentation in its business; and
 - c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.1(b).
- 6.2. In relation to the Customer Materials, the Customer:
- a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Services to the Customer.

- 6.3. The Supplier:

- a) warrants that the receipt and use of the Services and the Documentation by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

shall indemnify the Customer in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest,

penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Documentation; and

shall not be in breach of the warranty at clause 6.3(a), and the Customer shall have no claim under the indemnity at clause 6.3(b), to the extent the infringement arises from:

- i. the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Documentation;
- ii. any modification of the Documentation or Services, other than by or on behalf of the Supplier; and
- iii. compliance with the Customer's specifications or instructions.

6.4. The Customer:

- a) warrants that the receipt and use of the Customer Materials in the performance of this agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

6.5. If either party (the Indemnifying Party) is required to indemnify the other party (the Indemnified Party) under this clause 6, the Indemnified Party shall:

- a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 6.3(b) or clause 6.4(b) (as applicable) (IPRs Claim);

allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

7. PERSONAL DATA

7.1. For the purposes of this clause, the following terms will have the meanings set against them below:

Controller, Processor, Data Subject, Personal **Data, Personal Data Breach, processing and appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

Data Protection Legislation:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Supplier is subject, which relates to the protection of personal data.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EU Law: the law of the European Union or any member state of the European Union.

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

- 7.2. Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 7.3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of Customer Personal Data.
- 7.4. Without prejudice to the generality of clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier and/or lawful collection of the Customer Personal Data by the Supplier on behalf of the Customer for the duration and purposes of this agreement.
- 7.5. Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - c) process that Customer Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law or EU Law to otherwise process that Customer Personal Data. Where the Supplier is relying on Domestic Law or EU Law as the basis for processing Customer Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits the Supplier from so notifying the Customer;
 - d) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - e) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; and
 - f) not transfer any Customer Personal Data outside the UK or EEA unless the following conditions are fulfilled:
 - i. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and

- iv. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data;
 - g) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - h) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - i) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law or EU Law to store the Customer Personal Data; and
 - j) maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 7.6. The Customer consents to the Supplier appointing Amazon Web Services as a third-party processor of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.

8. CHARGES AND PAYMENT

- 8.1. The Customer shall pay the Fees to the Supplier in accordance with this clause 8 and the Payment Terms.
- 8.2. If the Supplier has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.3. All amounts and fees stated or referred to in this agreement:
- a) shall be payable in pounds sterling;
 - b) are non-cancellable and non-refundable;
 - c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.4. The Supplier shall be entitled to increase the Fees at the start of each Renewal Period and the Commercial Terms shall be deemed to have been amended accordingly.

9. CONFIDENTIALITY

- 9.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- a) is or becomes publicly known other than through any act or omission of the receiving party;
 - b) was in the other party's lawful possession before the disclosure;

- c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- 9.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 9.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 9.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 9.6. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.7. The Customer consents to the Supplier using the Customer's name and logo for the purposes of marketing and similar purposes.
- 9.8. The above provisions of this clause 9 shall survive termination of this agreement, however arising.

10. LIMITATION OF LIABILITY

- 10.1. This clause 10 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
 - a) arising under or in connection with this agreement;
 - b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and
 - c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 10.2. Nothing in this agreement excludes the liability of the Supplier:
 - a) for death or personal injury caused by the Supplier's negligence; or
 - b) for fraud or fraudulent misrepresentation.
- 10.3. Except as expressly and specifically provided in this agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
- 10.4. Subject to clause 10.2:
 - a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - b) the Supplier's total aggregate liability in contract tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid under this agreement during the 12 months immediately preceding the date on which the claim arose.

11. TERM AND TERMINATION

- 11.1. This agreement shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the Initial Term and thereafter for successive Renewal Periods, unless either party gives the other party notice of termination, in writing, at equal in length to the Notice Period before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period.
- 11.2. Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:
- a) the Customer fails to pay any amount due under this agreement on the due date for payment
 - b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;
 - c) the Customer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - d) there is a change of control of the Customer.
- 11.3. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - e) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (a) to clause (g) (inclusive); or

- i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.4. On termination of this agreement for any reason:

- a) all licences granted under this agreement shall immediately terminate;
- b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

13. VARIATION

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

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall 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 such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. RIGHTS AND REMEDIES

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.

16. SEVERANCE

- 16.1. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. ENTIRE AGREEMENT

- 17.1. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 17.2. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

18. ASSIGNMENT

18.1. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

18.2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. NOTICES

21.1. Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the applicable email address set out in the Commercial Terms.

21.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission or, if sent outside Normal Business Hours, at 9am on the next Business Day.

22. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).