DELTA

CYBER SECURITY

STANDARD TERMS & CONDITIONS

www.deltacybersecurity.co.uk

Registered Company: 15039633

TERMS AND CONDITIONS

1. INTERPRETATION AND DEFINITIONS

1.1 These Conditions incorporate the subsequent definitions and guidelines for interpretation:

Charges: Refers to the fees for the Goods and/or Services as outlined in the Supplier's quotation or relevant Statement of Works.

Conditions: The terms herein, subject to modifications per condition 16.1.

Contract: The agreement between the Supplier and the Customer for the purchase of Goods and/or Services, in accordance with these Conditions.

Customer: The individual, entity, or organization that purchases Goods or Services from the Supplier.

Customer Equipment: Any equipment, systems, or facilities offered by the Customer in order to be utilised either directly or indirectly in providing the Services.

Deliverables: All outputs created or furnished by the Supplier concerning the Services in any format, as mutually agreed upon in written form by the Supplier and the Customer.

GDPR: The General Data Protection Regulation is a European Union regulation relating to Information privacy in the European Union and the European Economic Area, incorporated within the UK Data Protection Legislation since 2018.

Goods: The hardware, software, licenses, and any third party delivered support (when applicable) furnished or committed to be furnished by the Supplier to the Customer.

Infrastructure Services: The infrastructure services outlined in the relevant Statement of Work.

Input Material: All records, data, and materials submitted by the Customer pertaining to the Services, encompassing computer programs, reports, documents and specifications.

Intellectual Property Rights: All aspects of intellectual property encompassing patents, rights to inventions, utility models, copyrights, trade and service marks, business and domain names, rights related to trade dress, goodwill rights, rights to legal action against passing off, protections against unfair competition, design rights, software rights, database rights, rights over topographies, moral rights, rights to confidential information including knowledge and trade secrets whether directly disclosed or not, along with any other forms of registered or unregistered intellectual property rights, including applications, renewals, and extensions thereof. This encompasses analogous or comparable rights and protective measures in any jurisdiction globally.

Order: The order placed by the Customer for Goods and/or Services, as presented in the Customer's purchase order or the Customer's approval (whether via verbal or written) of the Supplier's quotation, as relevant

Pre-existing Materials: Any materials (including computer programs, data, reports, and specifications) made available by the Supplier that are pre-existing before the commencement of the Contract.

Security Testing Services or Security Consulting Services: The security consultation or testing services detailed in the relevant Statement of Works.

Services: The services that the Supplier is to deliver according to the Contract, which could encompass those related to Infrastructure, Security Testing or Consulting. These services are subject to any supplementary specific terms and conditions laid out in the relevant Statement of Work.

Statement of Works: The Statement of Work that has been finalised and accepted by all involved parties.

Supplier: Delta Cyber Security Ltd, a company incorporated under the Companies Act 2006 in England and Wales, with company registration number 15039633.

Supplier's Equipment: Any equipment furnished by the Supplier and employed either directly or indirectly in delivering the Services, except for instances covered by a distinct agreement between the parties wherein ownership is transferred to the Customer.

Supplier's IPR: Refers to any Intellectual Property Rights generated by the Supplier throughout the Contract's duration, yet unrelated to Services or Deliverables.

UK Data Protection Legislation: relates to any applicable legislation as it relates to data protection within the United Kingdom. Such as; the General Data Protection Regulation (EU 2016 679), the Data Protection Act (2018), the Data Protection Directive (95 46 EC), the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations (2000), the Regulation of Investigatory Powers Act (2000), the Electronic Communications Data Protection Directive (2002 58 EC), the Privacy and Electronic Communications Regulations (2003) (SI 2426 2003) along with any relevant laws and regulations concerning the handling of Personal Data and privacy, to include where appropriate, the advice and codes of practice provided by the Information Commissioner.

1.2 The titles in these Conditions will not impact the interpretation.

1.3 Within these Conditions, terms that imply a specific gender also encompass all genders, terms that indicate the singular form also pertain to the plural form, and the term "persons" covers partnerships, companies, and corporations, and vice versa.

1.4 When the Customer is procuring any Services, the relevant Statement of Work shall be integrated into these Conditions, as appropriate. The mention of these Conditions will also encompass the applicable Statement of Work.

1.5 Any mentions of a statute or statutory provision pertain to its current state, considering any modifications, expansions, or re-enactments, and encompass any subordinate legislation presently enforced under said statute or statutory provision.

1.6 Any words subsequent to phrases like include, in particular, or any comparable expression should be taken as examples and should not restrict the meaning of the words that come before such terms.

2. IMPLEMENTATION OF TERMS

2.1 The Order represents a proposal from the Customer to buy the Goods and/or Services outlined in the relevant Statement of Work, subject to these Conditions.

The Supplier will only accept an Order from the Customer under the following conditions:

2.1.1 Through a written acknowledgment provided and signed by the Supplier; or

2.1.2 By the acceptance of both parties on a relevant Statement of Work; or

2.1.3 upon the Supplier commencing the delivery of the Goods and/or Services (if occurring before), thereby establishing the commencement of the Contract.

2.2 These Conditions will be relevant to and integrated into the Contract, taking precedence over any contradictory terms or conditions, whether encompassed, attached or cited in the Customer's Order, specification, or any other document provided by the Customer, or inferred through legal means, trade norms, customary practices, or established patterns of interaction.

2.3 Quotations are non-binding for the Supplier and are presented with the understanding that a Contract will only be established in accordance with condition 2.1. A quotation remains valid for 14 days from its issuance date, unless it has been retracted by the Supplier prior to this point.

2.4 Should there be any conflict or inconsistencies between a term within these Conditions and any provision in a Statement of Work, the provisions stated in the relevant Statement of Work will take precedence.

2.5 Any explanatory content including drawings, samples or promotional material provided by the Supplier, as well as any depictions or representations of the Goods and/or Services found in the Supplier's brochures, catalogues or website, are offered or released solely to provide a general understanding of the described Services and/or Goods. These materials will not be considered as part of the Contract nor hold any contractual weight.

3. INITIATION AND DURATION OF SERVICES

3.1 The Supplier will provide the Services outlined in the Contract to the Customer starting from the date indicated in the relevant Statement of Work.

3.2 The provision of Services in accordance with a Contract will continue for the duration of the term detailed in the relevant Statement of Work or until the Supplier confirms the fulfillment of the applicable Services (subject to Conditions 7.9.2 and 14).

4. PROVISION OF GOODS

4.1 Upon the Supplier's notification that the Goods are prepared, the Supplier will transport the Goods to a mutually agreed-upon delivery location.

4.2 The Goods' delivery will be considered finalised upon their arrival at the designated Delivery Location.

4.3 The responsibility and any associated risks for the Goods will transfer to the Customer upon the successful completion of the delivery.

4.4 Ownership of the Goods will only transfer to the Customer once the Supplier has confirmed receipt of complete payment for the Goods and;

4.4.1 Any additional goods supplied by the Supplier to the Customer for which payment has become outstanding.

4.4.2 Any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

4.5 Until ownership of the Goods has passed, the Customer is obligated to preserve the Goods in acceptable condition and ensure they are fully insured against all potential risks starting from the delivery date.

4.6 The Supplier has the right, before ownership of the Goods transfers to the Customer, to request that the Customer return the Goods. If the Customer fails to do so promptly, the Supplier retains the authority to access any location, either owned by the Customer or by a third party, where the Goods are stored, to retrieve them.

4.7 Any prepaid time-based services (such as professional services charged on a daily rate or allocated days) need to be utilised within 12 months from the initiation of this Contract. Any unused days beyond this 12 month timeframe will become void and no reimbursement or credit will be provided for days that remain unused beyond this period.

5. RESPONSIBILITIES OF THE SUPPLIER

5.1 The Supplier will make all reasonable efforts to adhere to any performance or delivery dates outlined in the Contract, yet these dates should be considered approximations, and timely performance of the Services or delivery of the Goods shall not be a critical aspect.

5.2 When delivering Services, the Supplier will exert reasonable efforts to provide said Services and to furnish the Deliverables to the Customer, aligning in substantial aspects with the relevant Statement of Work.

5.3 The Supplier is authorised to implement any modifications to the Goods and/or Services that are necessary to adhere to applicable laws or safety regulations, or which do not significantly impact the fundamental nature or quality of the Goods and/or Services.

6. RESPONSIBILITIES OF THE CUSTOMER

6.1 Concerning the Services, the Customer shall offer full co-operation with the supplier in all matters connected to the services and at no cost to the Supplier:

6.1.1 Grant the Supplier access to the Customer's premises, office space, data, and additional facilities as necessitated by the Supplier.

6.1.2 Furnish the Supplier with any necessary Input Material and other information promptly and ensure its accuracy in all aspects;

6.1.3 Take responsibility for the preparation and upkeep of the relevant premises and Customer Equipment required for Service provision, including tasks such as recognising, overseeing, eliminating, and properly disposing of any hazardous materials from any of its premises in compliance with all applicable legal requirements.

6.1.4 Notify the Supplier of all pertinent health and safety regulations, along with any other sensible security prerequisites, that are applicable at any of the Customer's locations.

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6.1.5 Guarantee that all Customer Equipment is in satisfactory operational condition, appropriate for its intended use concerning the Services, and adheres to pertinent standards or requirements of the United Kingdom.
6.1.6 Retain and uphold the Supplier's Equipment based on the Supplier's provided instructions, refraining from disposing of or using the Supplier's Equipment contrary to the Supplier's directives.
6.1.7 Acquire and sustain all essential licenses and approvals, and adhere to all applicable laws concerning the Services, installation of Supplier's Equipment, utilisation of Input Material, and usage of Customer Equipment, to the extent that these licenses, consents, and laws pertain to the Customer's operations, facilities, personnel, and equipment. All these requirements should be met before the commencement date of the Services.
6.2 The Supplier will not be held responsible for any expenses, fees, or damages endured or accrued by the Customer, whether directly or indirectly, due to such hindrance or delay, if the Supplier's fulfillment of its responsibilities under the Contract is impeded or postponed by any action or omission from the Customer, its representatives, subcontractors, advisors, or personnel.
6.3 The Customer will be accountable for promptly settling to the Supplier, upon request, all expenses, fees, or damages incurred or sustained by the Supplier (inclusive of direct, indirect, or resulting losses, loss of profit, reputation damage, property loss or damage, as well as those stemming from injuries, fatalities, or the inability to deploy resources elsewhere), either directly or indirectly, owing to the Customer's fraud, negligence, failure to fulfill, or postponement in carrying out any obligations under the Contract. This is subject to the Supplier officially verifying such expenses, charges, and losses to the Customer in written form.

7. PRICING AND REMITTANCE

7.1 In respect of the Supplier's provision of Goods and/or Services, the Customer is obliged to remunerate the Charges.
7.2 For Services offered on a time and materials basis, the Charges will be calculated following the Supplier's prevailing standard daily fee rates, which may be adjusted periodically.
7.21 The standard daily fee rates established by the Supplier pertain to each individual and are formulated considering a seven-hour workday occurring from 9:00 am to 5:00 pm on weekdays (excluding public holidays). Additionally, the Supplier retains the right to impose an overtime rate for any fractional part of a day or for hours worked by individuals engaged in the Services outside the specified hours.
7.3 For Services rendered on a fixed price basis, the overall remuneration has been determined according to the Input Materials supplied by the Customer to the Supplier. This fixed price may be subject to reevaluation between the Supplier and the Customer under either of the following conditions:
7.3.1 If the Input Materials presented to the Supplier are erroneous or if the Customer neglects to furnish the Supplier with any additional information that the Supplier reasonably deems necessary to furnish the Services; or
7.3.2 If the scope of the Services, as agreed upon by the Supplier and the Customer, undergoes modification or extension. In case of any reduction in the scope of Services, the Customer is obliged to notify the Supplier of its intent to reevaluate the price no less than 60 days prior to the commencement date of Service initiation. Furthermore, any reduction in the scope of Services is subject to the constraint that the original Contract value should not decrease by more than 25%. If a reduction in scope surpasses the 25% limit of the original Contract value and if the notice period is less than 14 days before the commencement of the relevant Services, this reduction will be treated as a partial cancellation, leading to the application of the provisions stipulated in condition 13.
7.4 Without undermining the previously mentioned, the Supplier retains the entitlement to:
7.4.1 Adjust the Charges to account for any escalation in the expenses of the Goods or Services for the Supplier, which arises from unavoidable third-party expenses incurred by the Supplier.
7.4.2 Adjust and/or increase the Charges with a notification period of at least 30 days provided to the Customer before delivering the relevant Goods and/or executing the relevant services; and
7.5 Should the Customer raise objections to any upsurge in the Charges as per condition 7.4.2, the Customer shall possess the option, within 14 days from receiving a notice from the Supplier, to issue a notice to the Supplier to terminate the Contract. In the event of such termination, the Customer will not be subject to any responsibility or commitment to the Supplier due to such cancellation.
7.6 Unless stipulated otherwise through written agreement from the Supplier, the Charges do not include:
7.6.1 The Charges do not encompass expenses like hotel, meals, travel, and additional associated costs reasonably accrued by individuals engaged by the Supplier for Service-related purposes. Similarly, the Charges do not include expenses for materials or services supplied by third parties, as reasonably and legitimately required by the Supplier for Service provision. These costs, materials, and third-party services will be invoiced separately by the Supplier.
7.6.2 Value Added Tax (VAT), which the Supplier will incorporate into its invoices at the relevant rate (if applicable); and
7.6.3 For Goods, the Customer is responsible for covering all expenses related to packaging, insurance, and delivery.
7.7 For Services, the Supplier retains the right to issue an invoice to the Customer on the day when the Supplier initiates the provision of Services (as mentioned in the relevant Statement of Work). For Goods, the Supplier will raise an invoice for the Customer upon the conclusion of delivery or at any point thereafter. For Cyber Essentials and Cyber Essentials Plus the Supplier will issue an invoice to the Customer once an agreement is in place and payment must be settled in full (cleared funds or cash) prior to the provision of any Services and/or Goods.
7.8 The Customer must settle each invoice presented by the Supplier in its entirety with funds processed, within 30 days from the invoice date.
7.9 Without affecting any other entitlement or recourse at its disposal, in the event that the Customer does not fulfill payment of an invoice by the stipulated due date, the Supplier has the authority to:
7.9.1 Impose interest charges on that amount starting from the payment's due date at the annual rate of 4% above the prevailing base lending rate of Lloyds Bank plc, compounded quarterly on a daily basis until the sum is settled. This applies regardless of whether payment is made prior to or after legal judgment, and the Customer must promptly remit the interest upon request; and
7.9.2 Halt all Services or the dispatch of Goods until complete payment has been received.
7.10 The Supplier reserves the right, without undermining any other rights it possesses, to offset any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 In the context of the Customer and the Supplier, the Supplier or its third-party licensors (when relevant) will hold ownership of all Intellectual Property Rights and other rights concerning the Deliverables and Pre-existing Materials. With regard to condition 8.2, the Supplier grants the Customer a cost-free, non-exclusive, worldwide license to these Intellectual Property Rights, to the extent necessary for the Customer to reasonably utilise the Deliverables and Services. This license will terminate automatically if the Contract is terminated.
8.2 The Customer recognises that, in cases where the Supplier lacks ownership of Pre-existing Materials, the Customer's utilisation of rights associated with Pre-existing Materials is contingent upon the Supplier securing a written license (or sub-license) from the appropriate licensor(s) under terms that enable the Supplier to grant the Customer a license for such rights.
8.3 The Customer acknowledges that the Supplier holds ownership of Intellectual Property Rights in Supplier IPR, and the Contract does not aim to transfer or license these Intellectual Property Rights to the Customer.

9. CONFIDENTIALITY AND THE PROPERTY OF THE SUPPLIER

9.1 Both parties agree not to divulge any confidential information regarding the business, operations, customers, clients, or suppliers of the other party to any third party, unless as permitted under condition 9.2.
9.2 One party has the right to reveal confidential information of the other party:
9.2.1 Each party is responsible for ensuring that any employees, officers, representatives, or advisers to whom confidential information is disclosed (who require such information for the fulfillment of their responsibilities under this agreement) comply with condition 9.2; and
9.2.2 As necessitated by law, court order, or any governmental or regulatory authority.
9.3 Each party is prohibited from utilising the confidential information of any other party for any purpose apart from fulfilling its obligations as outlined in the Contract.

10. LIABILITY LIMITATION

10.1 This condition outlines the complete liability of the Supplier, encompassing liability for the actions or oversights of its employees, agents, consultants, and subcontractors, towards the Customer.
10.2 Except as explicitly detailed in the Contract, all implied warranties, conditions, and other terms established by statute or common law are, to the extent allowable, excluded from the Contract.
10.3 These Conditions do not restrict or exclude the Supplier's liability concerning:
10.3.1 Fraud and/or any fraudulent misrepresentation; or
10.3.2 Fatality or personal injury arising from negligence;
10.3.3 Any other liability that cannot be lawfully excluded.
10.4 Subject to condition 10.3:
10.4.1 The Supplier shall never be held liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or any other legal basis, for any loss of: business; profit; goodwill; anticipated savings; contract; goods; use; data or information corruption; or any indirect or consequential loss arising in relation to or under the Contract; and
10.4.2 The Supplier's aggregate liability to the Customer for all other losses stemming from or linked to this Contract, encompassing tort, breach of contract, indemnification, misrepresentation, restitution, or any other basis, shall not surpass the price paid and payable for the pertinent Goods and/or Services in connection with that specific contract.

11. GOODS WARRANTY

11.1 The Supplier will make reasonable efforts to transfer or secure any warranties provided by the manufacturer or distributor of the Goods for the benefit of the Customer.
11.2 To eliminate any confusion and unless otherwise specified in writing by the Supplier:
11.2.1 The Supplier does not furnish any warranty regarding the Goods, and all Goods are supplied without any requirement for the Supplier to provide maintenance or support for them.

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12. DATA PROTECTION

12.1 Both the Supplier and the Customer guarantee their adherence to UK Data Protection Legislation when carrying out and/or receiving Services within the framework of the Contract.

12.2 The Customer and the Supplier recognise that, in line with UK Data Protection Legislation, the Customer functions as the Data Controller and the Supplier serves as the Data Processor (as referred to in UK Data Protection Legislation at any given point) regarding any and all Personal Data managed by the Supplier under the terms of the Contract.

12.3 The Customer acknowledges that the Supplier depends on the Customer for guidance regarding the degree to which the Supplier is authorised and/or obligated to Process the Personal Data. The Customer acknowledges its role as the Data Controller, responsible for guaranteeing that the Supplier possesses the necessary authorisation to access and process the Personal Data. Accordingly, the Supplier will not be held accountable for any claims raised by a Data Subject (as referred to in UK Data Protection Legislation) that arise from any action or oversight by the Supplier, to the extent that such action or oversight stems from the Customer's directives.

12.4 The Customer is required to guarantee that no Sensitive Personal Data (as referred to in UK Data Protection Legislation) is incorporated within the Personal Data. The Supplier will not be accountable for handling such Sensitive Personal Data and will not be held responsible for any breaches of compliance with UK Data Protection Legislation in connection to it.

12.5 The Supplier is obligated to handle Customer Data solely as per the Customer's instructions and must refrain from processing Customer Data for any objectives other than those explicitly authorised by the Customer.

12.6 The Supplier has the authority to engage a third-party subcontractor for processing the Personal Data, under the condition that the subcontractor's agreement adheres closely to the terms outlined in these conditions and automatically concludes upon the termination of the Contract for any reason.

12.7 The Supplier shall not be held accountable for any loss, alteration, destruction, or unauthorised disclosure of Personal Data arising from actions by third parties (except for those third parties subcontracted by the Supplier to carry out tasks linked to the maintenance and backup of Personal Data).

12.8 Both parties acknowledge that starting from 25th May 2018, GDPR will be integrated into UK Data Protection Legislation. GDPR will broaden the scope of definition for Personal Data within the UK Data Protection Legislation to encompass designated categories such as data related to ethnicity, socioeconomic circumstances, biometric details, and online identifiers (IP addresses). In alignment with GDPR provisions, the Customer grants consent and authorises the Supplier to process such specific Personal Data exclusively to the extent required for delivering Goods and/or Services as stipulated in this Agreement.

13. FEES FOR CANCELLATION AND POSTPONEMENT

13.1 In the event that the Customer desires to cancel or reschedule any or all of the Services within 14 days prior to the scheduled commencement date of Services, the Supplier holds the right to levy a fee. In cases where Services are initially postponed but subsequently cancelled, the applicable cancellation fee as per condition 13.4 will be calculated based on the later cancellation date.

13.2 In the instance where the Customer has made advance payments for the Services, the Customer retains the right to seek a reimbursement of the Charges, with the exception of the relevant cancellation or postponement fee as outlined in condition 13.4.

13.3 In cases where the Customer hasn't made advance payments, following notification of any cancellation or postponement, the Supplier will issue an invoice to the Customer for the relevant cancellation or postponement fee, as specified in condition 13.4.

13.4 The calculation of cancellation or postponement fees (with the exception of charges related to Cyber Essentials and/or Cyber Essentials Plus as per condition 13.41) shall be carried out in the following manner:

Notice Given (prior to service start date)	Postponement Fee	Cancellation Fee
48 hours or less	100% of Charges	100% of Charges
3 to 10 working days	35% of Charges	50% of Charges

The payment of the invoice for any cancellation or postponement fee by the Customer shall adhere to the provisions detailed in condition 7.

13.41 In regard specifically to all Charges related to Cyber Essentials and/or Cyber Essentials Plus, the Cancellation Fee will be 100% of Charges regardless of the period of Notice Given.

14 TERMINATION

14.1 Without diminishing the effect of condition 13 or any other rights or remedies available to either party, either party possesses the right to terminate the Contract without incurring liability to the other party by providing immediate notice if the other party:

14.1.1 engages in a substantial violation of any terms within the Contract and, if such violation is capable of remedy, neglects to rectify the violation within a period of 30 days subsequent to receiving written notice regarding the violation; or

14.1.2 continuously violates any provisions within the Contract in a manner that reasonably substantiates the belief that its behavior is incongruous with the intention or capability to adhere to the terms of the Contract; or

14.1.3 becomes subject to liquidation, engages in negotiations with creditors for settlement, becomes insolvent, or undergoes the appointment of an administrator, receiver, or a comparable officer over its entire or partial business (or is subject to a filing with any court for such officer's appointment), or experiences any occurrence or legal action leading to an outcome equivalent or comparable.

14.2 The parties recognize and concur that any violation of conditions 6, 7, 8, and 9 will be considered a significant breach under the terms of this condition 14.

14.3 Furthermore, the Supplier will have the right to terminate the Contract instantly and without incurring any liability by notifying the Customer, if the Customer:

14.3.1 Neglects to settle any sum owed according to the Contract by the stipulated payment deadline and persists in default for a period of at least 14 days following written notice requesting the settlement of the outstanding payment; or

14.3.2 Experiences a change in control as defined by section 1124 of the Corporation Tax Act 2010

14.4 Without prejudicing any other available right or remedy, the Supplier can terminate this Agreement by giving the Customer written notice of no less than ninety (90) days.

14.5 Upon the termination of the Contract, regardless of the cause:

14.5.1 The Customer is required to promptly settle all outstanding unpaid invoices and interest due to the Supplier, and if Services have been provided but no invoice has been issued, the Supplier reserves the right to submit an invoice, which must be settled immediately upon receipt.

14.5.2 The Customer is obligated to return all Supplier's Equipment, Pre-Existing Materials, and Deliverables.

14.5.3 The rights and obligations that have been accrued by the parties up to the point of termination, as well as any provisions explicitly mentioned to continue or which continue implicitly after termination, shall remain unaffected.

14.6 Upon termination of the Contract (regardless of the manner of termination), conditions 7, 8, 9, 11, 13, 14, and 18 shall endure and remain fully effective.

15. FORCE MAJEURE

15.1 The Supplier shall not be held liable to the Customer under the Contract if it is hindered or delayed in fulfilling its obligations under the Contract or in conducting its business due to events, acts, omissions, or unforeseeable incidents beyond its reasonable control. Such circumstances may include strikes, lock-outs, or other labor disputes (whether involving the Supplier's workforce or any other party), utility service or transportation network failures, natural disasters, warfare, civil unrest, malicious damage, compliance with laws or governmental orders, accidents, machinery breakdowns, fires, floods, storms, or the non-performance of suppliers or subcontractors.

16. GENERAL CONDITIONS

16.1 Except as stipulated in condition 16.2, any alteration to the Contract, these Conditions, or any referenced documents will only be deemed valid if it is in written form and signed by or on behalf of both parties.

16.2 The Supplier reserves the right to modify the Services or the Goods' specifications as needed to adhere to safety or statutory obligations, without prior notice. These alterations shall not significantly impact the charges for the Goods or Services or, in the case of Services, the nature and extent of the Services.

16.3 The Contract represents the complete understanding between the parties and replaces all prior agreements pertaining to its subject matter.

16.4 Should any provision of the Contract (or a portion thereof) be determined as invalid, illegal, or unenforceable by a competent court or authority, that particular provision or portion shall be considered as not included within the Contract, and this omission will not impact the validity and enforceability of the remaining provisions of the Contract.

16.5 A waiver of any right under the Contract is valid only when it's documented in writing and is applicable solely to the particular circumstances outlined. Any delay or failure by a party to exercise a right or remedy under the Contract or by law doesn't amount to a waiver of that specific right or remedy, nor does it limit its future exercise. The partial or isolated use of such right or remedy also does not hinder its future application.

16.6 Both parties acknowledge that, by entering into the Contract, they have not relied on and will not have any entitlement to any statement, representation, assurance, or warranty (whether made negligently or innocently) other than what is explicitly stipulated in the Contract.

16.7 The provisions of the Contract does not imply, nor should it be interpreted as establishing, a partnership or joint venture relationship among the parties. Furthermore, the Contract does not designate any party as an agent of another party for any reason. No party is authorised to act as an agent for or to legally bind the other party in any capacity.

16.8 The Customer shall not, unless the Supplier gives prior written consent, assign, transfer, charge, mortgage, subcontract, or otherwise dispose of any of its rights or obligations under the Contract. The Supplier, retains the right to assign, transfer, charge, mortgage, subcontract, or otherwise deal with its rights under the Contract at any time. Additionally, the Supplier may subcontract or delegate its obligations to a third party or agent as necessary.

16.9 An individual who is not a party to the Contract shall not possess any rights under or associated with it.

17. NOTICES

17.1 Any communication mandated by the Contract must be in written form and can be personally delivered, sent via prepaid first-class post, recorded delivery, or through a commercial courier to the other party's address as stipulated in these Conditions or as communicated otherwise by the respective party in writing. A notice will be considered duly received if delivered personally, when left at the address, or if sent by prepaid first-class post or recorded delivery, at 9:00 am on the second working day following mailing. In the case of delivery by a commercial courier, it will be deemed received on the date and time indicated by the courier's delivery receipt confirmation.

18. GOVERNING LAW AND JURISDICTION

18.1 The laws of England shall govern the Contract, as well as any disputes or claims arising from or related to it, its subject matter, or its formation (including non-contractual disputes or claims). Any such dispute or claim will be exclusively settled within the jurisdiction of the English courts.

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