



Training - Terms and Conditions

Service Name: What Caused This – Root Cause Analysis (RCA) Training

Framework: G-Cloud 15

Lot: 3: Cloud Support

Provider Details

Supplier Name: What Caused This Ltd

Registered Address: Bankside 300, Peachman Way, Broadland Business Park,
Norwich, NR7 0LB

Company Registration Number: 13917006

VAT Number: 462 7038 90

Website: whatcausedthis.com

Document Title:

Training – Terms and Conditions

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1 Definitions and interpretation

1.1 In these Conditions, the following definitions apply:

Affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Applicable Law means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

Bribery Laws means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

Business Day means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

Conditions means the Supplier's terms and conditions of supply set out in this document;

Confidential Information means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to, the Contract;

Contract means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures and statements of work;

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls**, **Controlled** and **under common Control** shall be construed accordingly;

Customer means the named party in the Contract which has agreed to purchase the Services from the Supplier and whose details are set out in the Order;

Documentation means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential

Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Location means the address or addresses for performance of the Services as set out in the Order or such other address or addresses as notified by the Supplier to the Customer at least 5 Business Days prior to commencement of the Services;

Modern Slavery Policy means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

MSA Offence has the meaning given in clause (a);

Order means the order for the Services from the Supplier placed by the Customer as set out in the Supplier's order form;

Price has the meaning set out in clause 3.1;

Services means the Services set out in the Order and to be performed by the Supplier for the Customer in accordance with the Contract;

Specification means the description or Documentation provided for the Services set out or referred to in the Contract;

Supplier means What Caused This Limited, a company incorporated and registered in England with company number 13917006, whose registered address is at Bankside 300 Peachman Way, Broadland Business Park, Norwich, Norfolk, England, NR7 0LB;

Supplier Personnel means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- (a) a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

- (b) any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- (c) a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- (d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- (e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) a reference to a gender includes each other gender;
- (g) words in the singular include the plural and vice versa;
- (h) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (i) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- (j) a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
- (k) a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- (l) a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these conditions

- 2.1 These Conditions form part of the applicable call-off contract and governs the provision of services by the Supplier to the Customer together with the any additional terms in respect of the G-Cloud 15 framework.
- 2.2 Subject to clause 2.1, these Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.3 Subject to clause 2.1, no terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

- 2.4 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.5 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to the Contract including these Conditions.
- 2.6 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- (a) the Supplier's written acceptance of the Order; or
 - (b) the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3 Price

- 3.1 The price payable by the Customer for the Services shall be as set out in the Order or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (the **Price**).
- 3.2 The Prices are exclusive of VAT (or equivalent sales tax).
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

4 Payment

- 4.1 The Supplier shall invoice the Customer for the Services, partially or in full, at any time following acceptance of the Order.
- 4.2 The Customer shall pay all invoices:
- (a) in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
 - (b) to the bank account nominated by the Supplier.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

- (a) the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Barclays Bank Plc from time to time in force; and
- (b) interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 Performance

- 6.1 The Services shall be performed by the Supplier at the Location.
- 6.2 The Order shall be deemed to have been completed on completion of the performance of the Services in accordance with the Order.
- 6.3 The Supplier may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.4 Each performance of the Services shall be accompanied by a performance note stating:
 - (a) the date of the Order;
 - (b) the relevant Customer and Supplier details;
 - (c) the category, type and quantity of Services performed; and
 - (d) any special instructions.
- 6.5 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 6.6 The Supplier shall not be liable for any delay in performing, or failure to perform, the Services directly or indirectly caused or contributed to by:
 - (a) the Customer's failure to make the Location available;
 - (b) the Customer's failure to prepare the Location in accordance with the Supplier's instructions;
 - (c) the Customer's failure to provide the Supplier with adequate instructions for performance of the Services;
 - (d) the Customer's failure to comply with any of its obligations under the Contract;
 - (e) the Customer's negligence or other unlawful act or omission; or
 - (f) Force Majeure.

7 Warranty

7.1 Subject to clause 7.3, the Supplier warrants that the Services shall:

- (a) be performed with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13; and
- (b) conform in all material respects to the Specification.

7.2 Subject to clause 7.3, the Supplier shall, at its option, remedy, re-perform or refund the Price of any Services that do not comply with clause 7.1, provided that the Customer serves a written notice on the Supplier within 14 days of performance of the relevant Services stating that some or all of the Services do not comply with clause 7.1 and identifying in sufficient detail the nature and extent of the defect.

7.3 The Supplier shall not be liable for any breach of clause 7.1 (and clause 7.2 shall not apply) where the breach is directly or indirectly caused or contributed to by:

- (a) a breach by the Customer of any of its obligations under the Contract;
- (b) the Customer's negligence or other unlawful act or omission;
- (c) Force Majeure; or
- (d) any design, specification or requirement of the Customer.

7.4 Other than as expressly and specifically set out in the Contract (and subject to clause 12.5):

- (a) all conditions, warranties and terms, whether express or implied by statute, common law or otherwise (including in each case any implied conditions, warranties or terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result) are excluded to the fullest extent allowed by Applicable Law; and
- (b) the Supplier gives no warranty or undertaking and makes no representations in relation to the Services.

7.5 Subject to clause 12.5, clause 7.2 sets out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 7.1 or for any other defective performance of the Services.

8 Intellectual property rights

8.1 No Intellectual Property Rights of either party are transferred or licensed as a result of the Contract, except as set out in this clause 8.

8.2 The Supplier (or its third party licensor) shall retain and own all Intellectual Property Rights in the Services and the Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable, licence to use such Intellectual Property Rights to the extent reasonably necessary for the Customer to receive, and enjoy the benefit of, the Services in accordance with the provisions of the Contract.

9 Anti-bribery

- 9.1 For the purposes of this clause 9 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 9.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- (a) all of that party's personnel;
 - (b) all others associated with that party; and
 - (c) all of that party's sub-contractors;
- involved in performing the Contract so comply.
- 9.3 Without limitation to clause 9.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 9.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 9.
- 9.5 Any breach of this clause 9 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause (a).

10 Anti-slavery

- 10.1 The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 10.2 The Customer confirms and agrees that:
- (a) neither the Customer nor any of its officers, employees, agents or subcontractors:
 - (i) has committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
 - (c) it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and

those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract;

- 10.3 The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 10.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 10.4 Any breach of clause 10.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

11 Indemnity and insurance

- 11.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 11.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or another country by agreement in writing with the Supplier to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

12 Limitation of liability

- 12.1 The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.
- 12.2 Subject to clause 12.5, the Supplier's total liability for any Order shall not exceed the fees actually received from the Customer for the Services that relate to that Order.
- 12.3 Subject to clause 12.5, the Supplier shall not be liable for any consequential, indirect or special losses.
- 12.4 Subject to clause 12.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
- (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss or corruption of data;
 - (d) loss or corruption of software or systems;
 - (e) loss or damage to equipment;
 - (f) loss of use;

- (g) loss of production;
- (h) loss of contract;
- (i) loss of commercial opportunity;
- (j) loss of savings, discount or rebate (whether actual or anticipated);
- (k) harm to reputation or loss of goodwill;
- (l) loss of business; or
- (m) wasted expenditure.

12.5 Notwithstanding any other provision of the Contract, the Supplier's liability shall not be limited or excluded in any way in respect of the following:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability which cannot be excluded or limited by Applicable Law.

13 Confidentiality and announcements

13.1 The Customer shall keep confidential all Confidential Information of the Supplier and of its Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

- (a) any information which was in the public domain at the date of the Contract;
- (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- (c) any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
- (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

13.2 This clause shall remain in force for a period of five years from the date of the Contract.

13.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If the Force

Majeure event continues for a continuous period of more than 30 days, the party not affected may terminate the Contract by written notice to the other party.

15 Termination

- 15.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:
- (a) the Customer commits a material breach of Contract and such breach is not remediable;
 - (b) the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;
 - (c) the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 7 days after the Supplier has given notification that the payment is overdue; or
 - (d) any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 15.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- (a) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - (b) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - (c) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - (d) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - (e) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - (f) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - (g) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - (h) has a resolution passed for its winding up;
 - (i) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - (j) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

- (k) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - (l) has a freezing order made against it;
 - (m) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - (n) is subject to any events or circumstances analogous to those in clauses (a) to (m) in any jurisdiction; or
 - (o) takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses (a) to (n) including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 15.3 The right of the Supplier to terminate the Contract pursuant to clause 15.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged entity agrees to adhere to the Contract.
- 15.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 15, it shall immediately notify the Supplier in writing.
- 15.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
- 15.6 Any provision of the Contract which is expressly stated, or by implication is intended, to continue in force after termination shall do so notwithstanding termination or expiry of the Contract.
- 16 Notices**
- 16.1 Any notice or other communication given by a party under these Conditions shall:
- (a) be in writing and in English;
 - (b) be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - (c) be sent to the relevant party at the address set out in the Contract
- 16.2 Notices may be given, and are deemed received:
- (a) by hand: on receipt of a signature at the time of delivery;
 - (b) by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

- (c) by email provided confirmation is sent by first class post: on receipt of a delivery from the correct address.
- 16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:
- (a) on the date specified in the notice as being the date of such change; or
- (b) if no date is so specified, 5 Business Days after the notice is deemed to be received.
- 16.4 All references to time are to the local time at the place of deemed receipt.
- 16.5 This clause 16 does not apply to notices given in legal proceedings or arbitration.
- 17 Cumulative remedies**
- The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
- 18 Time**
- Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.
- 19 Further assurance**
- The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 20 Entire agreement**
- 20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 21 Variation**
- No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.
- 22 Assignment**
- 22.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

23 Set off

- 23.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 23.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

26 Severance

- 26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27 Waiver

- 27.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

27.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

28 Compliance with law

The Customer shall comply with all Applicable Laws and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

29 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

30 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

31 Third party rights

31.1 Except as expressly provided for in clause 31.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

31.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to terminate, rescind or vary the Contract or any provision of it.

32 Governing law

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

33 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).