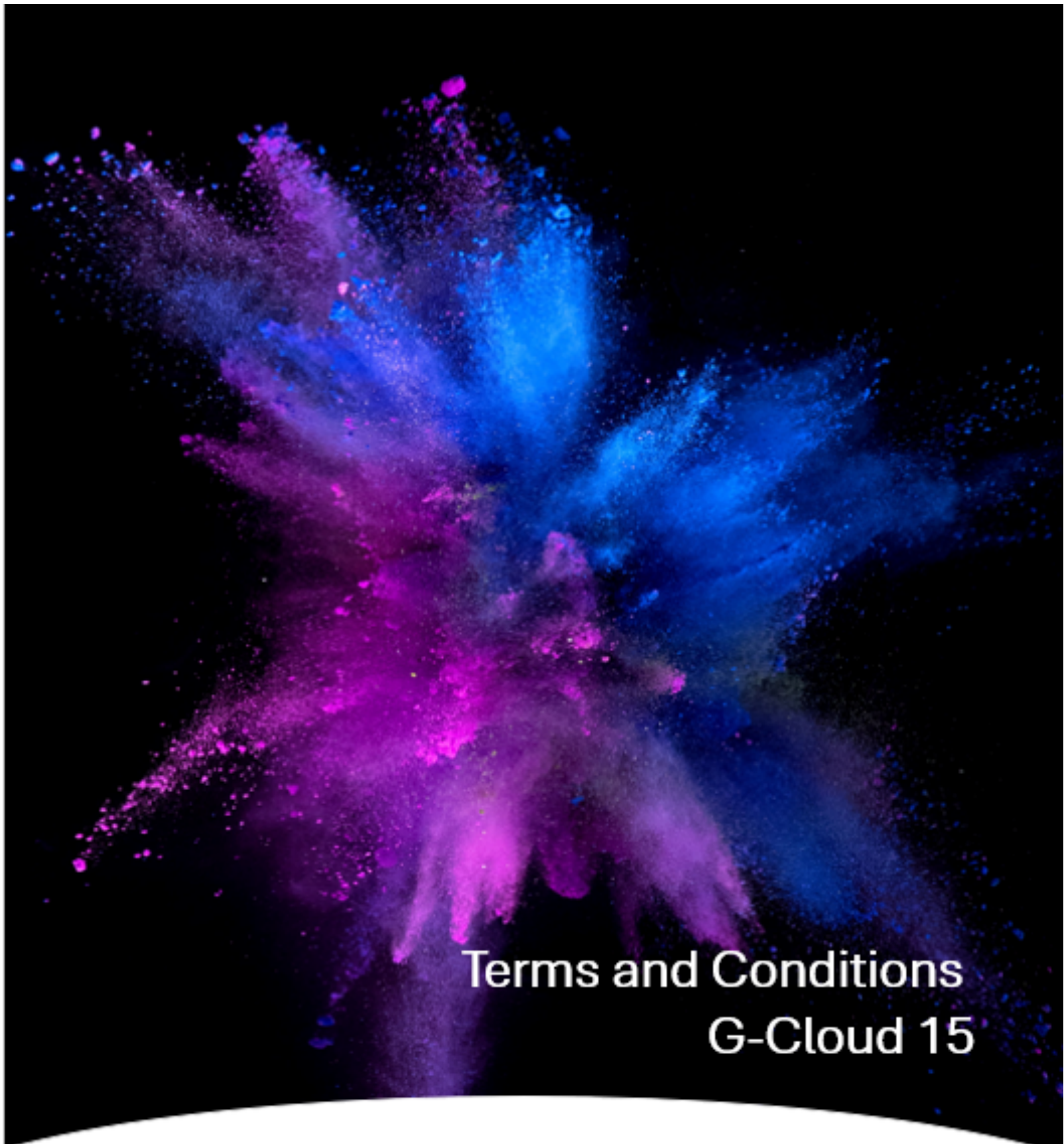




Terms and Conditions G-Cloud 15



Synyega Limited

Terms and Conditions for the Supply of Professional Services to Customers

1. These terms and conditions, which consist of the Sections listed below (these “Conditions”), apply to all contracts (described in these Conditions as “Statements of Work”) that Synyega enters into with the customer for the provision of Services (as these terms are defined afterwards).

Section A – Definitions and Interpretations

Section B – Statement of Work Terms

2. Section A contains the definition and interpretation provisions that apply to these Conditions generally. Section B contains the general terms which apply to orders for all Services under Statement of Works.
3. Unless and until superseded by any new Conditions that may be notified to the Customer from time to time, these conditions apply to all Statements of Work from and including May 2024.

Section A Definitions and Interpretation

1. Definitions and Interpretation

1.1. In these Conditions, unless otherwise stated or unless the context otherwise requires, each capitalised term will have the following meanings:

“Business Day” means any day which is not a Saturday, a Sunday or a bank or public holiday in England and Wales, Scotland or Northern Ireland;

“Change of Control” means, in respect of any Party, that a person which controls that Party ceases to do so and/or another person acquires control of that Party, and for these purposes “control” has the meaning given in section 995 of the Income Tax Act 2007 and “controls” shall be interpreted accordingly;

“Commencement Date” means, in the context of a Statement of Works, the date specified as such in the Statement of Works;

“Confidential Information” means, in relation to either party (the “first party”) any and all information (which may be written, oral or in any other format) that:

- a) is by its nature confidential; and/or
- b) the other party knows or ought to know is confidential; or
- c) is designated by the first party as confidential (including the following which are hereby designated by the first party as confidential information of that party: information comprised in or relating to any Intellectual Property Rights of the first party products, materials, operations, systems, security, processes, policies, procedures, tools, methodologies, utilities, know-how, plans, intentions, product information, market opportunities, business affairs, contractual arrangements, staff, customers or contractors),

and is disclosed to or otherwise learnt or acquired by the other party in connection with this Contract (or its subject matter);

“Contract Governance Arrangements” means the contract governance arrangements set out in any Statement of Works;

“Data Subject” has the meaning set out in the Data Protection Act 1998;

“Deliverables” means any works, materials or other output in any form or format whatsoever produced by supplied by or on Our behalf for or to You, as part of the Services, including any such works, materials or other output specified in any Statement of Works;

“Discloser” mean in respect of any Confidential Information, the Party by or on behalf of which that Confidential Information is disclosed, except that both Parties will be treated as the “Discloser” of the terms of these Conditions;

“Fees” means the fees specified in, or calculated in accordance with, any Statement of Work;

“Force Majeure Event” means any cause affecting the performance by a Party of its obligations under any Statement of Works arising from acts, events, or omissions beyond its reasonable control, including acts of God (whether by way of fire, flood, earthquake, storm or other extreme adverse weather conditions or natural disaster), war, riot, civil disorder, rebellion, revolution or other armed conflict, the imposition of sanctions, embargo or similar political or diplomatic actions, nuclear, chemical or biological contamination and acts or threats of terrorism;

“Intellectual Property Rights” means: patents (including rights in, and/or to, inventions); trademarks, service marks, trade names and business names (including rights in goodwill attached thereto); design rights; rights in and/or to internet domain names and website addresses; semi-conductor topography rights; copyright (including future copyright); database rights; rights in and to Confidential Information (including know how and trade secrets); and all other intellectual property rights; in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction;

“Parties” means Us and You as parties to the relevant Statement of Work;

“Personal Data” and **“Processing”** have the meanings given to them in the Data Privacy Act 1998, and **“Process”** and any other tense or part of that verb will be interpreted accordingly;

“Project Milestone” means the dates (if any) identifies as such in the Project Timetable;

“Project Timetable” means the timetable (if any) for the provision of the Services which appears in the Statement of Works;

“Recipient” means, in respect of any Confidential Information, the Party to which that Confidential Information is disclosed under any Statement of Works, except that both Parties will be treated as the “Recipient” of the terms of any Statement of Works;

“Services” means all or any of the services which We have agreed to supply You under a Statement of Works;

“Statement of Works” means any contract that the Parties enter into for the provision of Services;

“Term” means the term of the Statement of Works;

“Us” means Synyega Limited, a company incorporated in England and Wales (registered number 09675714), whose registered office is at 2 Heap Bridge, Bury, Lancashire, BL9 7HR and similar expressions such as “We”, “Our” and “Ours” shall be construed accordingly;

“VAT” means the value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax;

“You” means the recipient of the Services identified in the Statement of Works and similar expressions such as “Your” and “Yours” shall be construed accordingly;

“Your Input Data” means any information and work in any form or format whatsoever disclosed to Us by You or on Your behalf for use by Us in supplying the Services and includes the physical

embodiment of any such information and works (if any) listed in the Statement of Works as part of Your Property; and

“Your Property” means the equipment, materials and other items listed in the Statement of Works as resource requirements that You will provide.

- 1.2. Unless the context requires a different interpretation or these Conditions expressly provides otherwise, the following rules will be used to interpret these Conditions :
 - 1.1.1. Any reference to a statute, statutory provision or subordinate legislation (as so defined) shall be construed as including a reference to that statute, provision or subordinate legislation as in force at the Commencement Date and as from time to time modified or consolidated, superseded, re-enacted or replaced after the Commencement Date.
 - 1.1.2. Words used in the singular will be interpreted in the plural and vice versa;
 - 1.1.3. A referent to a Party to these Conditions includes that Party’s permitted successors, transferees and assignees;
 - 1.1.4. A reference to a “person” is to any legal person, including any individual, partnership, company or other body corporate;
 - 1.1.5. The word “including” means “including but not limited to” and “include” and “includes” shall be interpreted accordingly;
 - 1.1.6. Except if and to the extent that these Conditions expressly provide otherwise, any reference to recording or communicating any matter in “writing” will be interpreted as excluding email, and “written” will be interpreted accordingly;
 - 1.1.7. The word “disclose” includes permitting a person to access information in any manner or imparting that information orally or by demonstration, any other tense or part of that verb will interpreted accordingly;
- 1.3. Where a word or phrase is defined anywhere in these Conditions, whether in Clause 1 or elsewhere, that word or phrase will have the meaning given to it in that definition wherever it is used throughout these Conditions;
- 1.4. The recitals (or background provisions) and clause headings in the Conditions do not create Legal right or obligations, nor affect the meaning of the Conditions;
- 1.5. In the event of any conflict or inconsistency between them, the terms of the Statement of Works will prevail over these Conditions;
- 1.6. Where these Conditions use an English legal term and the relevant provision of the Conditions is being considered in the context of a jurisdiction other than England and Wales, the term will be interpreted as referring to that which most nearly approximates to the English legal term in such other jurisdiction.

Section B – Statement of Works General Terms

2. Application of Conditions to all Statements of Work

- 2.1. These Conditions apply to and are deemed incorporated within all Statement of Works and excludes terms and conditions or other contractual terms or arrangements proposed by You except where expressly agreed by Us in any Statement of Work.

3. The Services

- 3.1. We will use reasonable endeavours to provide the Services to you in an efficient and effective manner substantially in accordance with:
- 3.1.1. the Statement of Works; and
 - 3.1.2. the Project Timetable, recognising however that the dates set out in the Project Timetable shall be estimates only and time shall not be of the essence.

4. Deliverables

- 4.1. Risk of damage to, or loss of, any Deliverable which is a good, or a physical medium on which a Deliverable is stored will pass to You on delivery to You. Property in any Deliverable which is a good or any physical medium on which a deliverable is stored, will pass to You on payment by You of the Fees in respect of that Deliverable.

5. Your Obligations

- 5.1. You shall:
- 5.1.1. co-operate with Us in all matters relating to the Services;
 - 5.1.2. provide, in a timely manner, such access to Your premises, Your Property and data (including Your Input Data), and such office accommodation, computer and other facilities, as is requested by Us and/or as indicated as being required from You in terms of a Statement of Works;
 - 5.1.3. provide, in a timely manner, such information as We may request and ensure that such information is accurate in all material respects; and
 - 5.1.4. be responsible (at Your own cost) for preparing the relevant premises for the supply of the Services.
- 5.2. If Our performance of Our obligations under any Statement of Work is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, You shall be liable to pay to Us on demand all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any loss of opportunity to deploy resources elsewhere), subject to Our confirmation of such costs, charges and losses to You in writing.
- 5.3. Without prejudice to Clause 5.2, where the provision of the Services requires Us to ensure that certain resources are made available at a time and location agreed by both Parties and/or as set out in the Project Timetable, if You are unable to fulfil Your obligations in relation to such activities at such time and location or wish to cancel or postpone an activity so that the resources

are not required at the agreed time and/or location then You must give Us notice in accordance with Clause 18 (Notices) not less than 5 Business Days prior to the date of such activity.

- 5.4. If such notice is not provided pursuant to Clause 5.3 then You will pay all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any loss of opportunity to deploy resources elsewhere), subject to Our confirmation of such costs, charges and losses to You in writing, and provided We have taken reasonable steps to mitigate any such costs, charges and/or losses. To be clear, such costs, charges and losses may include any costs, charges or expenses that we incur to Our sub-contractors.

6. Fees, invoicing and payment

- 6.1. Clause 6.2 shall apply if the Services are to be provided on a time-and-materials basis. Clause 6.3 shall apply if the Services are to be provided on a fixed price basis. The remainder of this Clause shall apply in any event. The provisions in this Clause are without prejudice to the provisions of Clause 31 where they apply.

- 6.2. Where the Statement of Works provides that the Services are to be provided on a time-and materials basis:

- 6.2.1. The Fees payable for the Services shall be calculated in accordance with Our standard daily Fee rates as amended from time to time;
- 6.2.2. Our standard daily Fee rates are calculated on the basis of a seven and half hour day worked between 9.00 and 5.30 pm on Business Days;
- 6.2.3. We shall be entitled to charge at an overtime rate of 150% of the standard daily Fee rates for time worked by members of Our team outside the hours referred to in Clause 6.2.2 on a pro-rata basis, with any part hour charged as a full hour;
- 6.2.4. We shall be entitled to charge for travel time incurred by members of Our team and charged in accordance with 6.2.2 and 6.2.3;
- 6.2.5. We shall ensure that all members of the team complete time sheets recording time spent in providing the Services, and We shall use such time sheets to calculate the charges covered in each monthly invoice referred to in Clause 6.2.5; and
- 6.2.6. We shall invoice You monthly in arrears for Our Fees for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this Clause 6. Each invoice shall set out the time spent by each member of Our team. A breakdown of any expenses and materials, accompanied by the relevant receipts can be provided upon request.

- 6.3. Where the Statement of Works provides that the Services are provided for a fixed price, the Fees for the Services shall be the amount set out in the Statement of Works. The total price shall be paid to Us (without deduction or set-off) in instalments as set out in the Project Timetable upon achievement of the corresponding Project Milestone. On achieving a Project Milestone, We shall invoice You for the Fees that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in Clause 6.

- 6.4. Where the Statement of Works does not contain a Project Timetable, We may invoice You on the dates otherwise set out in the Statement of Works or otherwise on delivery of the Services.

- 6.5. Any Fees exclude:
- 6.5.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the provision of the Services;
 - 6.5.2. the cost of any materials or services reasonably and properly provided by third parties required by Us for the provision of the Services. Such expenses, materials and third party services shall be invoiced by Us at cost; and
 - 6.5.3. VAT, which We shall add to Our invoices at the appropriate rate.
- 6.6. You shall pay each invoice submitted to You by Us in full, and in cleared funds, within 30 days of receipt.
- 6.7. Without prejudice to any other right or remedy that We may have, if You fail to pay Us on the due date We may:
- 6.7.1. charge interest on any outstanding sum from the due date for payment of such sum at the annual rate of 3% above the base lending rate from time to time of The Royal Bank of Scotland plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. Alternatively, We may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 6.7.2. suspend the provision of some or all Services until payment has been made in full.
- 6.8. Time for payment shall be of the essence of any Statement of Works and failure to pay on the due date for payment shall be deemed for the purposes of Clause 14.2 of these Conditions to be a breach, which is not capable of being remedied.
- 6.9. All payments payable to Us under a Statement of Works shall be due immediately upon termination of the Statement of Works, despite any other provision. This Clause is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.
- 6.10. We may, without prejudice to any other rights it may have, set off any liability that We may have to You against any liability of You may have to Us.

7. Change control

- 7.1. If either Party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 7.2. If either Party requests a change to the scope or execution of the Services, We shall, within a reasonable time, provide a written estimate to You of:
- 7.2.1. The additional time required to implement the change;
 - 7.2.2. any variations to Our Fees arising from the change;
 - 7.2.3. any effect of the change on the Project Timetable; and
 - 7.2.4. any other impact of the change on the terms of these Conditions.
- 7.3. If We request a change to the scope of the Services, including in circumstances where a delay has arisen through:

- 7.3.1. a failure or delay by You to deliver your obligations under the Statement of Work;
- 7.3.2. any act by You causing a delay or an error;
- 7.3.3. any defect or deficiency in Your data; or
- 7.3.4. Us acting in accordance with an express instruction by You (including imposition of a constraint),

You shall not unreasonably withhold or delay consent to such change.

7.4. If You wish Us to proceed with any change, We have no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to Our Fees, the Project Timetable and any other relevant terms of these Conditions to take account of the change.

7.5. You shall be responsible for paying Our Fees for providing You with an estimate in accordance with Clause 7.2 unless the change in question has been requested by Us.

8. Contract Governance

8.1. The Parties will implement and follow the Contract Governance Arrangements.

8.2. Without affecting the generality of Clause 8.1, each Party will ensure that the individuals identified in the Contract Governance Arrangements attend the meetings and otherwise perform the functions set out there. We may also require You to ensure that one or more of Your senior representative(s) attends any of those meetings, in any case where We consider that the issues to be discussed at that meeting justify attendance by Your senior representative(s).

9. Intellectual Property Rights

9.1. All Intellectual Property Rights existing prior to the Commencement Date shall vest in their originator absolutely. Neither party shall contest ownership of all or part of the other party's pre-existing Intellectual Property Rights.

9.2. You grant Us, for the Term, a non-exclusive, worldwide, royalty free licence to use Your Intellectual Property Rights in any pre-existing material that vests in You pursuant to Clause 9.1 (including without limitation Your Input Data) to the extent required by Us to provide the Services and to fulfil Our other obligations under these Conditions or any Statement of Works.

9.3. Subject to Clauses 9.1 and 9.2 above and 9.4 below, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Us. We hereby licence all such rights to You free of charge and on a nonexclusive, worldwide basis to such extent as is necessary to enable You to make reasonable use of the Deliverables and the Services as is envisaged by the Parties. If We lawfully terminate a Statement of Works under Clauses 14.2 to 14.4, this licence will automatically terminate.

10. Limitation of Liability

10.1. The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

- 10.1.1. any breach of these Conditions or any Statement of Works;

- 10.1.2. any use made by You of the Services, the Deliverables or any part of them; and
- 10.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions or any Statement of Works.
- 10.2. We will provide the Services to You using reasonable care and skill and any Deliverables will conform substantially to the requirements set out in a Statement of Works. All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded by these Conditions.
- 10.3. Nothing in Clause 10 excludes Our liability:
 - 10.3.1. for death or personal injury caused by Our negligence; or
 - 10.3.2. for fraud or fraudulent misrepresentation.
- 10.4. Subject to Clause 10.3:
 - 10.4.1. we shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
 - 10.4.1.1. loss of profits; or
 - 10.4.1.2. loss of business; or
 - 10.4.1.3. depletion of goodwill or similar losses; or
 - 10.4.1.4. loss of anticipated savings; or
 - 10.4.1.5. loss of goods; or
 - 10.4.1.6. loss of contract; or
 - 10.4.1.7. loss of use; or
 - 10.4.1.8. loss or corruption of data or information; or
 - 10.4.1.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 10.4.2. subject to Clause 10.4.1, Our total 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 Our obligations under any Statement of Works shall be limited to the fees paid in the relevant Statement of Works.

11. Insurance

- 11.1. We will take out and maintain with a reputable insurer the insurance policies detailed in the Statement of Works in respect of Our potential liabilities under or in relation to the Statement of Works.

12. Confidentiality

- 12.1. Each Party will in respect of any Confidential Information of which it is the Recipient:
 - 12.1.1. use that Confidential Information only if and to the extent necessary for the purposes of performing its obligations and/or exercising its rights under these Conditions and any Statement of Works;
 - 12.1.2. not disclose that Confidential Information to any person other than:

- 12.1.2.1. any person employed or engaged by it (including, in Our case, any of Our subcontractors); (ii) its auditors and other professional advisers, in each case if and to the extent that such disclosure is necessary for the purposes in Clause 12.1.1 ("Permitted Disclosees"); or
- 12.1.2.2. any other person having a statutory or other legal right (other than a contractual right) to request and receive that information, including any court of competent jurisdiction, provided that the Recipient informs the Discloser prior to such disclosure that it has been required to make it (if and to the extent that the Recipient is legally permitted to so inform the Discloser); and

12.1.2.3. otherwise use its best endeavours to protect and maintain the confidentiality of that Confidential Information.

12.2. Clause 12.1 will not apply to any information which:

12.2.1. is or becomes public knowledge other than as a result of a breach of this Clause 12;

12.2.2. was rightfully in the Recipient's possession before its disclosure to the Recipient under or in connection with these Conditions; or

12.2.3. following its disclosure to the Recipient under or in connection with these Conditions, is received by the Recipient from a third party who is not under an obligation of confidentiality in relation to that information.

12.3. Each Party will ensure compliance by its Permitted Disclosees with the confidentiality obligations imposed on it by this Clause.

12.4. Each Party agrees that damages may not be an adequate remedy for any breach of this Clause and that the other Party will be entitled to a court order to enforce compliance with this Clause or to stop any breach of it, actual or threatened.

12.5. The provisions of this Clause 12 are subject to the provisions of Clause 13 in so far as they apply to any Confidential Information which is Personal Data.

13. Data protection

13.1. If and to the extent that either Party (the "Processor") is required to Process Personal Data on behalf of the other Party (the "Controller") under these Conditions, the Processor will:

13.1.1. Process such Personal Data only to the extent strictly necessary for the purposes of performing these Conditions and Our obligations under any Statement of Works, and otherwise in accordance with the instructions of the Controller;

13.1.2. put and, at all times, maintain in place appropriate technical and organisational measures against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of or damage to such Personal Data; and

13.1.3. not transfer any of that Personal Data outside the European Economic Area, except with the Controller's prior written consent.

14. Termination

14.1. Any Statement of Works may be terminated by Us at any time by giving at least thirty days' written notice to You.

14.2. Any Statement of Works may be terminated by either Party (the "Terminating Party") immediately by giving written notice to the other Party, if the other Party commits a material breach of such Statement of Works.

14.3. However, where a breach is capable of being remedied, such Statement of Works may only be terminated where the other Party has failed, within thirty days, to remedy that breach or to

provide the Terminating Party with a plan (including a timetable) for remedying that breach in terms which are acceptable to the Terminating Party, provided that:

14.3.1. the Terminating Party will be entitled to decide at its entire discretion whether or not to accept any such timetable; and

14.3.2. any material failure on the part of the other Party to comply with that plan and timetable (if the Terminating Party accepts it) will constitute an irremediable material breach of that Statement of Works.

14.4. Any Statement of Works may be terminated immediately by the Terminating Party giving written notice to the other Party, if the other Party is in persistent breach of that Statement of Works. A Party will be in persistent breach of a Statement of Works if it has committed a material breach of such Statement of Works on at least the number of occasions in the period prescribed in the Statement of Works, regardless of whether on each such occasion it remedied that breach in accordance with Clause 14.2 and of whether on each such occasion it breached the same or different provisions of that Statement of Works.

14.5. Any Statement of Works may be terminated immediately by the Terminating Party giving written notice to the other Party if:

14.5.1. the other Party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or, being a company, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or, being a natural person, is deemed either to be unable to pay its debts or to have no reasonable prospect of so doing, in either case within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing applies;

14.5.2. 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 any of its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of the other Party);

14.5.3. a moratorium is declared in respect of any indebtedness of the other Party;

14.5.4. 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 the other Party (other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of the other Party);

14.5.5. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party;

14.5.6. an administrative receiver, a receiver or a compulsory manager is appointed over the assets of the other Party or a person becomes entitled to make any such appointment;

14.5.7. 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 its assets and such attachment or process is not discharged within fourteen days;

14.5.8. any event occurs or step is taken in respect of the other Party in any jurisdiction to which it is subject which event or step is equivalent or similar to those set out in this Clause 14.4;

14.5.9. the other Party ceases (or threatens to cease) for any reason to carry on all or a substantial part of its business or takes or suffers any similar action which in the opinion of the Terminating Party means that the other Party may be unable to pay its debts.

15. Consequences of expiry or termination

15.1. The expiry or termination of any Statement of Works (for any reason) will not affect:

15.1.1. any rights or obligations of either Party that have accrued prior to such expiry or termination; or

15.1.2. any provision of any Statement of Works which is expressly or by implication intended to come into or to continue in force on or after such expiry or termination.

15.2. Subject to Clause 15.3, upon the expiry or termination of any Statement of Works, each Party will promptly, and in event within ten Business Days of such expiry or termination, deliver up to the other Party or destroy (at the absolute discretion of the other Party) any and all copies of Confidential Information (other than copies of these Conditions or any of its terms) of which it is the Recipient then in its (or any of its Permitted Disclosees') possession or control and provide the other Party with a certificate, signed by a duly authorised officer, certifying that it has complied with its obligations under this Clause 15.2. The obligation to destroy any Confidential Information pursuant to this Clause 15.2 includes an obligation to permanently delete from any information technology system any copies of that Confidential Information held there in electronic form.

15.3. Clause 15.2 does not prohibit a Party (or its Permitted Disclosee) from retaining a copy of any Confidential Information if and to the extent that and for so long as that Party (or its Permitted Disclosee) is legally obliged to do so (other than in terms of any contractual obligation on its part) or that Party (or its Permitted Disclosee) reasonably requires to do so for internal audit and legal risk management purposes.

16. Assignment and sub-contracting

16.1. You may not assign, novate or otherwise transfer or sub-contract or otherwise deal in any of Your rights and/or obligations under any Statement of Works, whether in whole or in part, without Our prior written consent, such consent not to be unreasonably withheld or delayed. We may sub- contract at any time any or all of our obligations under any Statement of Works to third party sub- contractors but will remain responsible for the actions of our sub-contractors so that any failure by such a sub-contractor to comply with a Statement of Works will be treated as a breach of that Statement of Works by Us.

17. Force majeure

- 17.1. A Party that is subject to a Force Majeure Event will not be in breach of these Conditions or liable for any failure or delay in the performance of any obligations under these Conditions to the extent that such failure or delay is attributable to the Force Majeure Event.

18. Notices

- 18.1. Where any notice is to be given under any Statement of Works, it must be in English and in writing, signed by a duly authorised signatory of the Party giving it. Notices must be:

18.1.1. delivered personally or by commercial courier or sent by first class post or recorded delivery, to the address and marked for the attention of the individual specified in the notices provisions of the Statement of Works, or to any other address and marked for the attention of any other individual that either Party may nominate in writing for these purposes from time to time; or

18.1.2. sent by e-mail to the e-mail specified in the notices provisions of the Statement of Works, or such other e-mail as either Party may nominate in writing for these purposes from time to time, and provided that within twenty four hours of sending it by e-mail, the notice is also delivered or posted to the Party concerned in accordance with Clause 18.1.1.

- 18.2. Any notice given in accordance with Clause 18.1 will be treated as having been received:

18.2.1. at the time of delivery, if delivered personally;

18.2.2. at the time of signature by the recipient of the courier's receipt, if delivered by commercial courier;

18.2.3. at 0900 hours on the second Working Day following the date of posting the notice, if sent by post; and

18.2.4. immediately on confirmation of receipt, if sent by e-mail.

18.2.5. However, where in any case, these rules would result in a notice being treated as having been received on a day which is not a Working Day, or after 1700 hours on a day which is a Working Day, it will be treated as having been received at 0900 hours on the next Working Day afterwards. For these purposes "Working Day" means any day which is not a Saturday, a Sunday or a bank or public holiday (whether local or national) in the place to which the notice was delivered or sent.

- 18.3. To prove the giving of a notice it will be sufficient to show it was sent in accordance with Clause 18.1.

- 18.4. The provisions of this Clause do not apply to the service of any process in any legal action or proceedings, which may be served in any manner competent under applicable law.

19. Severability

- 19.1. If any provision (or part of a provision) of a Statement of Works should be found not to be valid, lawful or enforceable by a court having proper authority, or if the law changes so that it becomes

invalid, unlawful or not enforceable to any extent, then this Clause will apply. The provision (or part affected) will be treated as having been deleted from the remaining terms of the Statement of Works, which will remain in full force and effect.

20. Waiver

- 20.1. No failure to exercise or delay in exercising a right or remedy under a Statement of Works or otherwise in law will constitute grounds from which to infer that the Party so delaying or failing has waived or elected to abandon that right or remedy in respect of any circumstances or events, past, present and/or future.
- 20.2. No single or partial exercise of any right or remedy under a Statement of Works or in law will preclude or restrict the further exercise of that right or remedy.

21. Exclusive Remedies

- 21.1. The remedies set out in these Conditions and the relevant Statement of Works are Your sole and exclusive remedies.

22. Disputes

- 22.1. If a dispute arises between the Parties they will first attempt to resolve it by discussion and negotiation utilising the Contract Governance provisions set out in Clause 8.
- 22.2. If the dispute cannot be resolved by the Parties in accordance with Clause 22.1 the dispute may be referred for determination as follows:
 - 22.2.1. with the agreement of both Parties, if the dispute is of a technical nature which is related to the provision of the Services, to an expert (an "Expert"), who will act as expert and not as arbitrator. An Expert must be suitably qualified and experienced to determine the issue in dispute; and
 - 22.2.2. in all other cases, to the courts in terms of Clause 26.
- 22.3. The Expert will be selected and appointed by agreement of the Parties. If the Parties fail to appoint the Expert within thirty business the Parties shall continue negotiations or refer the dispute to the Courts.
- 22.4. The Expert will be instructed to deliver his or her decision to the Parties in writing within the relevant time period specified in the Statement of Works of the date on which his or her appointment takes effect.
- 22.5. Each Party will fully and promptly comply with any instructions issued by the Expert in accordance with the terms of his or her appointment and otherwise co-operate with the Expert, including by providing him or her with any information in its possession which he or she requests for the purposes of considering the issue in dispute and reaching his or her decision.
- 22.6. Any decision of the Expert will be final and binding and not subject to appeal except in the case of manifest error or fraud.

22.7. Each Party will bear its own costs in relation to the reference to the Expert. The fees and costs of the Expert will be borne by the Parties in whatever proportion he or she decides having regard (amongst other things) to the conduct of the Parties.

22.8. The provisions of this Clause 22 do not prevent either Party from applying for an interim court order whilst the Parties attempt to resolve a dispute in terms of Clauses 22.1 or 22.2.1.

23. No joint venture, partnership or agency

23.1. A Statement of Works does not create a partnership or joint venture between the Parties to it, nor authorise either Party to act as agent for the other. Except to the extent otherwise agreed expressly in a Statement of Works or otherwise in Writing, neither Party will have authority to act in the name of or on behalf of or otherwise to bind the other Party in any way, nor will they purport to so act or to so bind the other Party.

24. Counterparts

24.1. A Statement of Works may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, will be an original.

25. Entire agreement

25.1. A Statement of Works constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between them in relation thereto.

25.2. The Parties confirm that a Statement of Works shall not confer any rights on any person who is not a Party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

26. Law

26.1. These Conditions, any Statement of Works and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law.

26.2. The Parties irrevocably agree that the English courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions, any Statement of Works or its or their subject matter or formation (including non-contractual disputes or claims).