

Terms and Conditions

1. Interpretation

The definitions and rules of interpretation in this Clause apply in these terms and conditions.

1.1 Definitions:

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party to the other party whether before or after the date of the Contract including but not limited to: (a) the existence and terms of the Contract, (b) any information that would be regarded as confidential by a reasonable business person relating to: the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and any information developed by the parties in the course of carrying out the Contract.

Contract: the Supplier's Engagement Letter and/or SOW together with these Terms and Conditions.

Customer: the person, firm or company who purchases Services from the Supplier as set out in the applicable Engagement Letter and/or SOW.

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

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and

Electronic Communications Directive 2002/58/EC as amended.

Deliverables: all products and materials developed by the Supplier in relation to the Project in any media, including computer programs, data, diagrams, reports and specifications (including drafts).

Engagement Letter: means the engagement letter setting out details of the applicable Project to which these Terms and Conditions are attached.

Foreground IPRs: means all Intellectual Property rights in the Deliverables excluding the Supplier Background IPRs and Customer Materials.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Project: the project as described in the applicable Engagement Letter and/or SOW.

Project Milestone: a date by which a part of the Project is estimated to be completed, as set out in the applicable Engagement Letter and/or SOW.

Services: the services to be provided by the Supplier under the Contract.

SOW: means the statement of work setting out details of the applicable Project to which these Terms and Conditions are attached.

Supplier Background IPRs: means all Intellectual Property Rights that are owned by or licensed to the Supplier prior to the commencement of the

Contract or which are or have been developed independently of the Contract.

Supplier: QuantSpark Limited, Company Number: 10304694.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 A reference to **writing** or **written** includes email.
- 1.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application of terms and conditions

- 2.1 These terms and conditions shall:
 - (a) apply to and be incorporated in the Contract; and
 - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, any purchase order from the Customer, or any other confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. Supplier's obligations

- 3.1 The Supplier shall provide the Services set out in the Engagement Letter or SOW in all material respects.
- 3.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Engagement Letter or SOW, but any such dates shall be

estimates only and time shall not be of the essence of the Contract.

4. Customer's obligations

4.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Project;
- (b) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
- (c) provide in a timely manner such Customer Materials as the Supplier may request, and ensure that the Customer Materials are accurate in all material respects; and
- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services (if applicable).

4.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it, subject to the Supplier confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

4.3 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or contractor of the Supplier. The Customer shall not be in breach of this clause if it hires an

employee or contractor of the Supplier as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of the Supplier.

5. Change control

5.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing and in accordance with the following timeframes:

- (a) in the case of the Customer requesting the change, at least two weeks' notice; and
- (b) in the case of the Supplier requesting the change, at least two weeks' notice.

5.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to the Supplier's charges arising from the change; and
- (c) any other impact of the change on the delivery of the Services and/or the terms of the Contract.

5.3 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

5.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the delivery of the Services and any other relevant terms of the Contract to take account of the change.

6. Charges and payment

6.1 Where the Services are provided on a time-and-materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates as amended from time to time;
- (b) the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
- (c) the Supplier shall be entitled to charge at any overtime rate set out in the Engagement Letter or SOW for time worked by members of the project team outside the hours referred to in Clause 6.1(b) on a pro-rata basis;
- (d) the Supplier shall ensure that all members of the project team complete time sheets recording time spent on the Project, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in Clause 6.1(e); and
- (e) the Supplier shall invoice the Customer monthly in arrears for its charges 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 the project team and provide a breakdown of any expenses and materials, accompanied by the relevant receipts.

6.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Engagement Letter or SOW. The total price shall be paid to the Supplier in instalments as set out in the Engagement Letter or SOW. The Supplier shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in Clause 6.3.

6.3 Any fixed price set out in the Engagement Letter or SOW excludes:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by the Supplier for the supply of the Services; and
- (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.

6.4 The Customer shall pay each invoice submitted to it by the Supplier in full, and in cleared funds, within 14 days of receipt.

6.5 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- (b) suspend all Services until payment has been made in full.

6.6 Time for payment shall be of the essence of the Contract.

6.7 All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.8 All amounts due under the Contract shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as

required by law). The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7. Intellectual Property Rights

7.1 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials. The Customer hereby grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the purpose of providing the Services.

7.2 The Supplier and its licensors shall retain ownership of all Supplier Background IPRs. The Supplier hereby grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to copy and modify any Supplier Background IPRs incorporated into the Deliverables solely for the purpose of receiving and using the Deliverables in its business and not independently of or outside of the Deliverables.

7.3 Subject to receipt of the applicable payment, the Supplier hereby assigns to the Customer, or shall procure the assignment to the Customer, with full title guarantee and free from all third party rights, all Foreground IPRs in the Deliverables.

7.4 The Supplier:

- (a) warrants that the Customer's receipt and use of the Deliverables (excluding any Customer Materials incorporated therein) in accordance with the Contract shall not infringe the Intellectual Property Rights of any third party;
- (b) shall indemnify the Customer against all liabilities, costs, expenses, damages (including all other reasonable professional costs and

expenses) suffered or incurred or paid by the Customer arising out of or in connection with any third party claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt and use by the Customer of the Deliverables (excluding any Customer Materials incorporated therein) in accordance with the Contract ; and

- (c) shall not be in breach of the warranty at clause 7.4(a), and the Customer shall have no claim under the indemnity at clause 7.4(b) to the extent the infringement arises from:
 - (i) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in, the Deliverables;
 - (ii) any modification of any Deliverable, other than by or on behalf of the Supplier; and
 - (iii) compliance with the Customer's specifications or instructions.

7.5 The Customer:

- (a) warrants that the receipt and use in the performance of the Services by the Supplier, and its agents, subcontractors or consultants, of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify the Supplier, and its agents, subcontractors and consultants, against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) suffered or incurred or paid by them arising

out of or in connection with any claim brought against them for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Customer Materials.

7.6 If either party (the "**Indemnifying Party**") is required to indemnify the other party (the "**Indemnified Party**") under this clause 7, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the applicable indemnity (an "**IPR Claim**");
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld, conditioned or delayed;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

8. Confidentiality

- 8.1 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by or on behalf of the receiving party in breach of this clause);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by or on behalf of the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 8.2 Each party shall keep the other party's Confidential Information confidential and shall not:
 - (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8.
- 8.3 A party may disclose the other party's Confidential Information to those of its authorised representatives who need to know such Confidential Information for the purpose of exercising or performing its rights and obligations under or in connection with the Contract, provided that:
 - (a) it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that its authorised representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to the Contract,
 - (c) and at all times, it is liable for the failure of any of its authorised representatives to comply with the obligations set out in this clause 8.
- 8.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.5 The provisions of this clause 8 shall continue to apply after termination or expiry of the Contract.
- 9. Limitation of liability**
 - 9.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
 - (a) any breach of the Contract however arising;
 - (b) any use or decisions made by the Customer of, or any reliance by the Customer on, the Services, the Deliverables or any part of them; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence)

arising under or in connection with the Contract.

into (or not enter into) any transaction.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.

9.3 Nothing in these terms and conditions excludes or limits the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any other liability which cannot be excluded or limited by applicable law.

9.4 Subject to Clause 9.2 and Clause 9.3:

- (a) the Supplier shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation or otherwise for: (i) loss of profits or revenue; or (ii) loss of business; or (iii) loss of opportunity; or (iv) depletion of goodwill or similar losses; or (v) loss of anticipated savings; or (vi) loss of goods; or (vii) loss of contract; or (viii) loss of use; or (ix) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation or otherwise in relation to (i) any decision or action by the Customer or a third party taken which is based (whether primarily or partly) on the Deliverables (or any part of them), including without limitation any decision to enter

9.5 Subject to Clauses 9.2, 9.3, 9.4 and 9.6, each party's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

9.6 Subject to Clauses 9.2, 9.3 and 9.4, the Supplier's total aggregate liability to the Customer in respect of any losses and/or liabilities suffered or incurred by the Customer:

- (a) arising under Clause 7.4 of the Contract shall be limited to £1,000,000 (1 million pounds Sterling); and
- (b) arising from any personal data breach caused by the Supplier's non-compliance with its obligations under Clause 10 (Data protection) shall be limited to £1,000,000 (1 million pounds Sterling).

10. Data Protection

10.1 Each party shall comply with all its obligations under applicable privacy and data protection law, including without limitation the Data Protection Legislation.

10.2 In the event the Customer transfers, provides or makes available to the Supplier any personal data under the Contract, the Customer shall, without prejudice to its obligations under clause 10.1:

- (a) ensure that it has all necessary notices and consents in place to enable the lawful transfer of such personal data to the Supplier; and
- (b) give full information to any data subject whose personal data

may be processed under the Contract of the nature such processing.

10.3 To the extent as part of its provision of the Services, the Supplier processes any personal data on the Customer's behalf, acting as the Customer's processor, the parties acknowledge and agree that the subject-matter, duration, nature and purpose of the processing together with the type of personal data and categories of individuals shall be as set out in the Engagement Letter or SOW, and the Supplier shall:

- (a) process such personal data only on documented instructions from the Customer, unless required to do otherwise by applicable law, in which case the Supplier shall, unless legally prohibited from doing so, inform the Customer of such legal requirement;
- (b) ensure that persons authorized by it to process such personal data are subject to appropriate obligations of confidentiality;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and take steps to ensure that any individuals acting under its authority who have access to such personal data do not process them except on instructions from the Customer, unless he or she is required to do so by applicable law;
- (d) notify the Customer without undue delay on becoming aware of a personal data breach;
- (e) assist the Customer, at the Customer's expense, with the fulfilment of the Customer's

obligation to respond to requests for exercising individuals' rights under the Data Protection Legislation, together with the Customer's obligations regarding data security, notification by the Customer of personal data breaches to the supervisory authority, communication by the Customer of personal data breaches to the affected individuals, data protection impact assessments, and prior consultation with the supervisory authority;

- (f) at the choice of the Customer, delete or return all such personal data after the end of the provision of the applicable Services, and delete existing copies unless applicable law requires storage of such personal data;
- (g) make available to the Customer all information necessary to demonstrate compliance with this clause;
- (h) allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer provided that (i) the Supplier shall be compensated for its costs and expenses in relation to such audit, (ii) reasonable advance notice shall be given in respect of any such audit, (iii) any such audit shall only be conducted during the Supplier's normal business hours, (iv) any such audit shall be conducted to cause minimal disruption to the Supplier's business operations, (v) no access shall be given to the Supplier's confidential information or any information relating to the Supplier's other clients and/or financial data, and (vi) any third party auditor shall enter into confidentiality obligations directly with the Supplier which are reasonably acceptable to the Supplier; and

- (i) not transfer any such personal data outside of the UK or the European Economic Area without ensuring appropriate safeguards in respect of such transfer in accordance with the Data Protection Legislation.
- 10.4 To the extent as part of its provision of the Services, the Supplier processes any personal data on the Customer's behalf, acting as the Customer's processor, the Customer hereby provides its authorisation for the Supplier to engage other processors to carry out processing activities on behalf the Customer. The Supplier shall inform the Customer of any intended changes concerning the addition or replacement of such other processors, and give the Customer the opportunity to object to such changes.
- 10.5 Where the Supplier engages another processor for carrying out specific processing activities on behalf the Customer as described in clause 10.4, materially equivalent data protection obligations as set out in clause 10.3 shall be imposed on that other processor. Where that other processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to the Customer, subject to the limitations and exclusions of liability set out herein, for the performance of that other processor's obligations.
- 11. Termination**
- 11.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:
 - (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 11.1(c) to Clause 11.1(j) (inclusive);
- (c) act of God, war, riot or civil commotion;
- (d) pandemic or epidemic;
- (e) malicious damage;
- (f) compliance with any law or governmental order, rule, regulation or direction; and
- (g) accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13. Waiver

- 13.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Severance

- 14.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 14.2 If any provision or part-provision of the Contract is deemed deleted under Clause 14.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

15. Entire agreement

- 15.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12. Force majeure

- 12.1 The Supplier shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its control, including, without limitation:
- (a) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party);
 - (b) failure of a utility service or transport network;

15.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16. Assignment

16.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 The Supplier may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

17. No partnership or agency

17.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. Third party rights

18.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. Notices

19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-

class post or other next working day delivery service at its registered office.

19.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

19.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Governing law

20.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English law.

21. Jurisdiction

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

