

General terms and conditions for chargeable discretionary advice services

These General Terms and Conditions apply where JNCC Support Co Ltd (hereafter JNCC) are providing discretionary services, advice or training to a customer in respect of offshore operations and nature conservation.

Parties

- (1) JNCC Support Co Ltd of Monkstone House, City Road, Peterborough, PE1 1JY (“**JNCC**”)
- (2) The customer identified on the quotation (“**Customer**”)

Background

- (A) JNCC delivered through the JNCC Support Co Ltd. is a statutory advisor to Government on UK and international nature conservation.
- (B) JNCC is the public body that advises the UK Government and devolved administrations on UK-wide and international nature conservation. Originally established under the Environmental Protection Act 1990, we were reconstituted by the Natural Environment and Rural Communities (NERC) Act 2006. We are the forum through which the country nature conservation bodies in England, Scotland, Wales and Northern Ireland discharge their statutory responsibilities across the UK and internationally.
- (C) As a part of this role JNCC is able to provide discretionary services, advice and training on areas which fall within its remit.
- (D) The Customer wishes to obtain and JNCC has agreed to provide the Services set out in the Quotation subject to the terms and conditions of the Agreement.
- (E) In requesting and accepting the Services provided by JNCC, the Customer acknowledges that the context of any advice or assistance provided by JNCC is advisory only and that it shall not be deemed to bind or in any other way restrict JNCC in performing its statutory functions.

1 Definitions and interpretation

- 1.1 The terms and expressions as set out below shall have the meanings ascribed therein:

Actual Time	the number of staff hours or days taken to complete the Services
Agreed Delivery Period	the duration of time (in days/weeks) agreed between the Customer and JNCC for the delivery of the Services and included in the Quotation
Agreement	the agreement between JNCC and the Customer for the provision of Services in accordance with these General Terms, the attached Quotation and any other documents (or parts thereof) specified by JNCC as forming part of the Agreement

Bribery Laws	the Bribery Act 2010 and associated guidance published by the Secretary of State and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption
Business Days	a day other than a Saturday, Sunday or Bank or Public holiday in UK
Charges	the charges and/or charging mechanism as specified in the Quotation
Contract Period	the period of duration of the Agreement from the Commencement Date as set out in the Quotation, or in accordance with the terms of the Agreement
Control	has the meaning given in the Corporation Tax Act 2010, s 1124
Controller	has the meaning given in the GDPR
Confidential Information	any information which has been designated as confidential by either party in writing [or that ought reasonably to be considered as confidential] (however, it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party and personal data and sensitive personal data within the meaning of the Data Protection Legislation.
Data Protection Legislation	refers to (i) the GDPR, the Law Enforcement Directive and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.
Default	any breach of the obligations of either party (including but not limited to fundamental or persistent breach or breach of a fundamental term) or any default act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other.
DPA 2018	means the Data Protection Act 2018.
EIR	means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by

	the Information Commissioner or relevant government department in relation to such legislation.
<i>Force Majeure</i>	an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement which including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. Inability to pay is not Force Majeure.
General Terms	these terms and conditions
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679).
Intellectual Property Rights	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
Personal Data	has the meaning given in the GDPR
Personal Data Breach	has the meaning given in the GDPR
Quotation	means, as the context permits, the quotation to which these terms and conditions are attached that JNCC has provided to the Customer setting out the relevant Proposal, the Services, Charges, any Agreed Delivery Period, Representatives of each party and other details relevant to the Services and which has been signed or executed by or on behalf of JNCC and the Customer, or such superseding Quotation as has been signed or executed by or on behalf of JNCC and the Customer in accordance with clause 10.1.
Representative	the representative of each party to the Agreement as initially identified in the Quotation and thereafter as may be notified by the relevant party from time to time.
Services	the services to be supplied by JNCC to the Customer under the Agreement, as more particularly described in the Quotation
Statutory Consultee	JNCC's role as a consultee as provided for in the relevant legislation governing the Proposal

1.2 Clause and paragraph headings shall not affect the interpretation of the Agreement.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to writing or written includes faxes and e-mail and reference to an address includes an e-mail address.
- 1.10 References to clauses are to the clauses of these General Terms.
- 1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 The agreement

- 2.1 In the event of and only to the extent of any conflict between the Quotation and these General Terms and any other document forming part of the Agreement, the conflict shall (unless otherwise specified in these General Terms) be resolved in accordance with the following order of precedence:
 - 2.1.1 these General Terms;
 - 2.1.2 the Quotation; and
 - 2.1.3 any other document forming part of the Agreement.
- 2.2 No Quotation shall be binding on JNCC and no Agreement shall be entered into unless and until both the Customer and JNCC have signed the Quotation.

3 Duration

- 3.1 The Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the terms of the Agreement, shall end on the last day of the Contract Period.

4 Services

- 4.1 In consideration of the Customer paying the Charges pursuant to clause 5, JNCC shall provide the Services to the Customer, together with any related services or advice provided during the term of the Agreement and as otherwise agreed between the parties as being provided by JNCC in accordance with clause 10.

- 4.2 In providing the Services, JNCC agrees to use reasonable efforts to meet any Agreed Delivery Period or timescale as may be agreed between the parties from time to time. Notwithstanding the above JNCC does not guarantee to meet specific times and dates and, as such, time shall not be of the essence.
- 4.3 In requesting the Services the Customer agrees that any materials or advice given by JNCC officers pursuant to the Agreement does not constrain or bind JNCC in respect of its statutory functions or its role as a Statutory Consultee.
- 4.4 In requesting the Services the Customer acknowledges and agrees that any advice given by JNCC in providing the Services may be overtaken by changes in available information, law, policy and guidance.

5 Customer's obligations

- 5.1 The Customer shall:
- 5.1.1 ensure that any information it provides JNCC is complete and accurate;
 - 5.1.2 co-operate with JNCC in all matters relating to the Services;
 - 5.1.3 if applicable, provide JNCC, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by JNCC for the provision of the Services; and
 - 5.1.4 provide JNCC with such information and materials as JNCC may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.
 - 5.1.5 ensure documents provided to JNCC are compliant with data protection legislation by redacting personal data that JNCC do not require.
- 5.2 If JNCC's performance of any of its obligations under the Agreement is prevented (which shall include the prevention of commencement of provision the Services as a result of a lack of relevant information or otherwise) or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 5.2.1 JNCC shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays JNCC's performance of any of its obligations;
 - 5.2.2 JNCC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from JNCC's suspension, failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3 the Customer shall reimburse JNCC on written demand for any costs or losses sustained or incurred by JNCC arising directly or indirectly from the Customer Default.

6 Charges and payments

- 6.1 The Customer shall pay the Charges in accordance with this clause 6.
- 6.2 You must pay all reasonable costs and expenses JNCC incur in providing our advice.
- 6.3 JNCC will charge a fixed charge per discrete advice request as per specified in the Discretionary advice service request form.
- 6.4 JNCC will charge an hourly rate for meeting attendance.
- 6.5 Our hourly rate(s) and fixed charges shall be those we approve from time to time and publish for this purpose. All charges will be reviewed annually.
- 6.6 Our rate(s) shall be exclusive of VAT or any similar taxes, which shall be payable by you in respect of our charges.
- 6.7 We will tell you if our costs estimate changes when we receive more information from you or others, and when we agree with you in writing any changes to the programme under Condition 2.2.
- 6.8 You must tell us if you disagree with any costs estimate given under Condition 2.2 and why as soon as possible, and in any event not later than 10 business days after you receive it.
- 6.9 You may terminate this agreement on the basis that the costs estimate is not acceptable at any time before we start work.
- 6.10 Subject to clause 6.11, JNCC shall invoice the Customer for the Charges at such times as are specified in the Quotation. All invoices are payable within 28 days of the date of issue.
- 6.11 Notwithstanding clause 6.10, JNCC shall be entitled to invoice immediately upon commencement of the Services.
- 6.12 The Customer shall be liable for the Charges in respect of such Services as may have been provided by JNCC notwithstanding that not all of the Services have been provided by JNCC, either at the Customer's own request or where JNCC notifies the Customer that it is unable to provide all of the Services.
- 6.13 Time of payment is of the essence. Where sums due under this clause are not paid in full by the due date:
 - 6.1.1 JNCC may, without limiting its other rights, charge interest on such sums at 8 percentage points a year above the base rate of the Bank of England from time to time in force; and
 - 6.1.2 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.
 - 6.1.3 If the Customer does not pay any invoice pursuant by the due date JNCC may, without limiting its other rights or remedies, suspend the performance of the Services until such invoice is paid.

7 Warranties and disclaimers

- 7.1 JNCC warrants and represents that it shall render the Services with reasonable skill, care, and diligence and in accordance with its own established internal procedures.
- 7.2 The Customer warrants that the information it provides to JNCC shall, to the best of its knowledge, be complete and accurate in all material respects.
- 7.3 Save in respect of the warranty provided for in clause 7.1, JNCC hereby excludes all other warranties and representations whether implied by law or otherwise in so far as the law permits.
- 7.4 Notwithstanding the generality of clause 7.1 above, and with reference to clause 4.3, JNCC hereby excludes any warranty that the advice provided by its officers represents JNCC's opinion or otherwise binds JNCC when acting as a Statutory Consultee and any training provided is advisory only and it shall not be deemed to bind or in any other way restrict JNCC in performing its statutory functions.

8 Termination

- 8.1 Without prejudice to any other rights or remedies which JNCC may have, JNCC may terminate the Agreement:
- 8.1.1 by giving one months' notice in writing to the Customer;
- 8.1.2 by notice in writing to the Customer with immediate effect if:
- (a) in JNCC's reasonable opinion, the provision of the Services will or is likely to conflict with JNCC's statutory obligations or purpose or with JNCC's obligations as Statutory Consultee;
 - (b) the information provided by the Customer is insufficient, in JNCC's reasonable opinion, to enable JNCC to provide the Services; or
 - (c) the Customer undergoes a change of Control which impacts adversely and materially on the performance of the Agreement; or
 - (d) the Customer becomes insolvent, bankrupt, enters into liquidation, enters into a company voluntary arrangement under the Insolvency Act 1986, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation or suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade.
 - (e) the Customer is guilty of any fraud or dishonesty or acts in any manner which in the opinion of JNCC brings or is likely to bring the Buyer or JNCC into disrepute or is materially averse to the interests of JNCC
- 8.2 Either party may terminate the Agreement by written notice to the other party with immediate effect if that other Party commits a Default and if:
- 8.2.1 the Default is not remedied within 30 days, or such other period as may be agreed between the parties, after issue of a written notice specifying the Default and requesting it to be remedied;

8.2.2 the Default is not capable of remedy; or

8.2.3 the Default is a fundamental breach of the Agreement.

8.3 In the event JNCC has the right to terminate the Agreement pursuant to clause 8.2.1, JNCC may choose to suspend delivery of all or part of the Services rather than exercising the right to terminate. Such suspension shall continue until such time as JNCC notifies the Customer that the actual or likely conflict has ceased. For the avoidance of doubt, if JNCC only suspends part of the Services, the remaining Services shall continue to be provided in accordance with the Agreement.

8.4 For the avoidance of doubt, any suspension pursuant to clause 8.3 shall not have the effect of suspending any obligations on the Customer to pay amounts due and payable pursuant to clause 6.

9 Consequences of termination

9.1 On termination of the Agreement for whatever reason:

9.1.1 the Customer shall immediately pay all outstanding invoices;

9.1.2 JNCC shall promptly invoice the Customer for all Services performed but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer;

9.2 The following clauses of this Agreement shall survive termination of the Agreement, however caused:

9.2.1 clause 8 (termination);

9.2.2 clause 11 (freedom of information and data protection)

9.2.3 clause 12 (confidentiality);

9.2.4 clause 19 (dispute resolution);

9.2.5 clause 20 (limitation of liability);

9.2.6 clause 22 (third party rights);

9.2.7 clause 25 (notice);

9.2.8 clause 26 (law and jurisdiction)

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

10 Variation of agreement

10.1 No variation of the Costs, Services or Agreed Delivery Period shall be effective unless JNCC provides to the Customer and both JNCC and the Customer sign or execute a revised Quotation setting out the varied Costs, Services and Agreed Delivery Period along with all other details relevant to the revised services. Such revised Quotation shall supersede any previous Quotation.

11 Data Protection and Freedom of Information

- 11.1 The Parties acknowledge that they may share Personal Data with each other (including name, telephone number, bank details, email and postal address) for purposes of administering this Agreement and that they will act as independent controllers of such Personal Data.
- 11.2 The Parties will not share any Personal Data as joint controllers or process Personal Data on behalf of the other Party in connection with this Agreement. However, if the processing activities change such that the Parties do act as joint controllers or one Party processes Personal Data on behalf of the other, the Parties will enter into an appropriate agreement to address the requirements of GDPR Article 26 or 28 as applicable.
- 11.3 Each Party shall, in respect of any Personal Data shared under this Agreement as independent Controllers:
- 11.3.1 comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller;
 - 11.3.2 process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it;
 - 11.3.3 be responsible for its own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.
- 11.4 The Customer acknowledges that JNCC is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). Therefore, JNCC may be obliged to release documents in response to an FOIA or EIR request including any file notes. JNCC cannot therefore guarantee confidentiality.
- 11.5 In respect of any FOIA or EIR request, JNCC shall be responsible for determining at its absolute discretion whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of the FOIA or the EIR or is to be disclosed in response to a request for information.
- 11.6 In responding to a request for information, including information in connection with the Agreement (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive) JNCC will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult the Customer. Notwithstanding this the Customer acknowledges that JNCC may, in accordance with the Code, disclose information concerning the Customer or the Services without consulting the Customer, or following consultation with the Customer having taken its views into account provided that JNCC shall take reasonable steps where appropriate to give the Customer advance notice, or failing that, to draw the disclosure to the Customer's attention after any such disclosure.
- 11.7 The provisions of this clause shall continue to apply after termination of the Agreement.

12 Confidentiality

- 12.1 Each party:

- 12.1.1 shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly; and
 - 12.1.2 shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.
- 12.2 This clause shall not apply to Confidential Information which:
- 12.2.1 is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); or
 - 12.2.2 was known to a party, without restriction as to its disclosure, before the information was disclosed to it by the other party; or
 - 12.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 12.2.4 is required to be disclosed by Law including any requirement for disclosure under the DPA, FOIA or EIR; or
 - 12.2.5 is independently developed by a party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other party.
- 12.3 This clause shall bind the parties during the Contract Term and for a period of [5] years following termination of the Agreement.
- 12.4 Notwithstanding clauses 11 and 12 nothing shall prevent JNCC from providing a copy of any advice or training materials provided under the Agreement to any other statutory body. Except as expressly stated in the Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 12.5 The provisions of this clause shall continue to apply after termination of the Agreement.

13 Anti-bribery

- 13.1 Each party shall comply with applicable Bribery Laws.
- 13.2 Without limitation to clause 13.1 neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such 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 payments are not made or received directly or indirectly on its behalf.
- 13.3 Each party shall immediately notify the other as soon as it becomes aware of a breach [or possible breach] of any of the requirements in this clause 20 (Anti-bribery).

14 JNCC materials

- 14.1 All intellectual property rights in any information or material introduced by one party to the other party pursuant to the Agreement shall remain the property of the party that owned such intellectual property rights prior to such introduction.

- 14.2 Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.
- 14.3 No License to Existing Intellectual Property. Except for any Intellectual Property rights included in the quotation, the parties hereby acknowledge that this agreement does not constitute a grant by either party to the other of any license or right to either party's Intellectual Property existing as of the Effective Date.
- 14.4 Ownership of Developed Intellectual Property. If either party develops any new Intellectual Property in connection with this, the parties shall enter into a separate definitive agreement regarding the ownership of that new Intellectual Property.
- 14.5 The Customer shall not delete or remove any proprietary notices or disclaimers or any other notice contained within or relating to any written advice or other materials provided pursuant to the Agreement.

15 Severance

- 15.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 15.2 If any provision of this Agreement (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 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.

16 Waiver

- 16.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement 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.
- 16.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 16.3 Except as otherwise expressly provided by the Agreement, all remedies available to either party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 16.4 A waiver (which may be given subject to conditions) of any right or remedy provided under the Agreement or by Law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

17 Contracts (rights of third parties) act 1999

- 17.1 A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

18 Compliance with law

- 18.1 Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

19 Dispute resolution

- 19.1 Any disputes arising in connection with the Agreement will normally be resolved amicably at working level. In the event of failure to reach consensus between the parties then such failure shall be handled in the following manner:
- 19.1.1 the dispute shall in the first instance be referred to the Director of Finance and Resources at JNCC and to the Customer's nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within 10 Business Days;
- 19.1.2 if the dispute has not been resolved following a referral in accordance with 19.1.1 the parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

20 Limitation of liability

- 20.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other liability which it is not permissible to exclude by law.
- 20.2 Subject to clause 18.1, JNCC's total liability arising under, or in connection with, the Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall not exceed the fees paid by the Customer for the Services or the costs incurred by JNCC in providing the Services to the Customer if greater, and shall in any event be limited to £50,000.
- 20.3 Subject to clause 18.1, the Customer's total liability arising under, or in connection with, the Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to £50,000.
- 20.4 Subject to clause 18.1, neither party will be liable to the other party for the following losses (whether direct or indirect):
- 20.4.1 any indirect, special or consequential loss or damage; or
- 20.4.2 any loss of profits, turnover, business opportunities, data, or damage to reputation or goodwill.
- 20.5 Furthermore, JNCC hereby excludes all liabilities, to the fullest extent permitted by law, arising from the Customer's reliance on any guidance, training or any advice provided by JNCC's officers pursuant to the Agreement.

21 Force majeure

21.1 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

21.1.1 promptly notifies the other party of the *Force Majeure* event and its expected duration; and

21.1.2 uses reasonable endeavours to minimise the effects of that event.

22 Contracts (Rights of Third Parties) Act 1999

22.1 A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

23 Entire agreement

23.1 The Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.

23.2 Each party warrants to the other party that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents.

23.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

24 No partnership or agency

24.1 The parties are independent organisations and are not partners, principal and agent or employer and employee and nothing in the Agreement is intended to, or shall be deemed to, establish any a partnership, joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in the Agreement.

24.2 No party shall have, nor shall represent that they have authority to act as agent for, or to bind, the other party in any way

25 Notice

25.1 Any notice or notification given under the Agreement shall:

25.1.1 be in writing;

25.1.2 be signed by or on behalf of the party giving it;

25.1.3 be delivered to the relevant party by e-mail, personally, or by first class post or by commercial courier, to the relevant party's Representative required to receive the notice at its address as set out in the Quotation or at such other address as the relevant party may specify by notice in writing to the other.

25.2 The provisions of this clause shall not apply to the service of any process in any legal action or proceedings where the normal legal rules as to delivery will apply.

26 Law and jurisdiction

- 26.1 The Agreement and all disputes or claims arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.
- 26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Agreement or its subject matter.