



omni

VERSION 2.0

CYBER SECURITY

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OMNICYBER SECURITY LIMITED





TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the provisions of condition 8.

1. INTERPRETATION

1.1 In these Conditions the following definitions and rules of interpretation apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in condition 2.2.

Charges: means the charges for the Services set out on the Supplier's website or otherwise confirmed in writing by the Supplier.

Conditions: these conditions, as may be amended in accordance with condition 13.2.

Contract: the contract between the Supplier and the Customer for the provision of Services in accordance with these Conditions.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer Equipment: any equipment, systems, or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Deliverables: all deliverables developed or provided by the Supplier in relation to the Services in any form, which are set out in the Order or are otherwise agreed

in writing between the Supplier and the Customer.

Data Protection Laws: all laws relating to data protection and privacy which are from time to time applicable, including (but not limited to): the Data Protection Act 2018, the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), the EU General Data Protection Regulation 2016 (Regulation (EU) 2016/679), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2436) and any laws or regulations implementing or replacing the above.

Input Material: all documents, information and materials provided by the Customer relating to the Services including computer programs, data, reports and specifications.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, 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.

Order: the Customer's order for the supply of Services made via the Supplier's website and confirmed via email by the Supplier.

Security Consulting Services: the security consulting services set out in the Order.

Security Testing Services: the security testing services set out in the Order.

Pre-existing Materials: any materials including computer programs, data, reports and specifications provided by the Supplier which exist prior to the start of the Contract.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification below.

Specification: the description or specification of the Services set out on the Supplier's website.

Supplier: OmniCyber Security Limited, a company incorporated in England and Wales with company registration number 09571699 and registered address at Unit 9, The Pavilions, Cranmore Drive, Solihull, West Midlands B90 4SB.

Supplier's Equipment: any equipment provided by the Supplier and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

1.2 In these Conditions words importing any gender include every

gender, words importing the singular include the plural and vice versa, and words importing persons include firms, companies and corporations and vice versa.

1.3 The headings in these Conditions shall not affect the interpretation.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force, for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any words following 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.

1.6 References to conditions are to the individual conditions set out in these Conditions.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Services.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or (if earlier) by the Supplier starting to perform the Services, at which point the Contract will come into existence at which point, and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the



Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 The Supplier may make revisions to these Conditions from time to time. If there are revisions, the Supplier will publish them on the home page at www.omnicypersecurity.com and highlight, on that home page, that revisions have been made. The Customer shall regularly check the home page for details of any revisions having been published. Unless the Customer sends a notice in writing of an objection to the Supplier within 10 Business Days of any revision to these Conditions being published the revised Conditions shall be binding on the Customer. The home page will identify the date on which the revisions will become effective and (unless the Customer has provided a notice of objection as detailed above) such revisions shall apply to all Orders which are issued on or after that date.

3. SUPPLY OF THE SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 OmniCyber warrants that the Services will be performed using reasonable care and skill. Warranties are generally given more weight than general contractual obligations in English contracts, so we would query whether this provision should be changed to a general contractual commitment rather than a warranty i.e. The Supplier shall provide the Services using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 In relation to the Services, the Customer shall at no charge to the Supplier:

4.1.1 ensure that the terms of the Order are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide the Supplier in a timely manner with access to the Customer's



premises, office accommodation, data and other facilities as required by the Supplier;

4.1.4 provide to the Supplier, in a timely manner, such In-put Material and other information as the Supplier may require and ensure that it is accurate in all material respects;

4.1.5 be responsible for preparing and maintaining the relevant premises and Customer Equipment for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws;

4.1.6 inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply to any of the Customer's premises;

4.1.7 ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

4.1.8 keep and maintain the Supplier's Equipment in accordance with the Supplier's instructions as notified in writing from time to time, and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions;

4.1.9 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of Input Material and the use of the Customer Equipment insofar as such licences, consents and legislation

related to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

4.1.10 keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

4.1.11 regularly make and maintain full backup copies of all applicable Input Materials and other data made available to the Supplier which is used directly or indirectly in the supply of the Services; and

4.1.12 use all reasonable endeavours to complete the relevant accreditation to which the Services relates within 6 months from the Commencement Date.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

4.2.1 the Supplier 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 the Supplier's performance of any of its obligations;



4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this condition 4.2; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

5. CHARGES AND PAYMENT

5.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

5.2 In respect of the Services, where these are provided on a time and materials basis:

5.2.1 the Charges shall be calculated in accordance with the Supplier's standard daily fee rates as are notified to the Customer as may amended from time to time;

5.2.2 the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays); and

5.2.3 the Supplier shall be entitled to charge an overtime rate for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in condition 5.2.2.

5.3 In respect of the Services, where these are provided for on a fixed price basis the total price payable has been calculated on the basis of the In-put Materials submitted to the Supplier by the Customer. The fixed price shall be subject to renegotiation between the Supplier and the Customer in the event that the Input Materials submitted to the Supplier are incorrect or the Customer fails to provide the Supplier with any other information which the Supplier would reasonably require to provide the Services.5.3 Without prejudice to the foregoing, the Supplier reserves the right to:

5.4.1 increase the Charges by giving no less than 30 days' notice to the Customer before the performance of the applicable Services;

5.4.2 increase the Charges to reflect any increase in the cost of the Services to the Supplier that is due to unavoidable third-party costs incurred by the Supplier; and

5.4.3 increase the Charges for each Renewal Term.

5.5 If the Customer objects to any increase in the Charges pursuant to condition 5.4.1, the Customer shall, for a



period of 10 Business Days after receipt of a notification from the Supplier, have the right to serve notice on the Supplier cancelling the Contract and the Customer will incur no liability or obligation to the Supplier on account of such cancellation.

5.6 Unless otherwise agreed by the Supplier in writing, the Charges are exclusive of:

5.6.1 the cost of the hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier; and

5.6.2 VAT, which the Supplier shall add to its invoices at the appropriate rate.

5.7 The Customer shall pay the Charges in equal monthly installments by direct debit in accordance with the payment terms set out in the Order. The first payment shall be due 14 days after the Commencement Date. Time for payment shall be of the essence.

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

5.9.1 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 Barclays Bank plc, accruing on a daily basis and compounded quarterly until payment is made, whether before or after

judgment and the Customer shall pay the interest immediately on demand; and

5.9.2 suspend all Services until payment has been made in full.

5.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to condition 6.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the Contract terminates, this licence shall automatically terminate.

6.2 The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.



6.3 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

6.4 All Supplier Materials are the exclusive property of the Supplier.

6.5 The Customer grants to the Supplier a non-exclusive, worldwide licence to use the Input Materials, to such extent as is necessary to enable the Supplier to provide the Deliverables and the Services.

7. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by condition 7.2.

7.2 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's

obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information pursuant to the provisions of condition 7.3. This condition 7 shall survive termination of the Contract.

7.3 A party may disclose the other party's confidential information:

7.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this condition 7.3; and

7.3.2 as may be required by law, court order or any governmental or regulatory authority.

7.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 Nothing in these Conditions excludes or limits the liability of either party for:

8.1.1 death or personal injury caused by such party's negligence;



8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 any other liability which cannot lawfully be excluded or limited.

8.2 Except as expressly and specifically provided in these Conditions all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

8.3 Subject to condition 8.1, neither party will be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising.

8.4 The Customer indemnifies the Supplier against all liabilities, costs (including legal costs), expenses, damages and all other losses suffered or incurred by the Supplier and arising out of or in connection with:

8.4.1 the Customer's failure to comply with its obligations set out in clause 3; and

8.4.2 use of the Services other than in accordance with the terms of these Conditions.

8.5 Subject to condition 8.1, the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated

performance of these Conditions will be limited to the total Charges paid by the Customer under this Contract in the preceding 12 months to the claim arising.

8.6 This condition 8 shall survive termination of the Contract.

9. DATA PROTECTION & PROCESSING

9.1 Each party agrees that, in the performance of its respective obligations under this Contract:

9.1.1 it shall comply, and procure that any employee, agent and/or sub-processors (as applicable) of it shall comply, with all applicable Data Protection Laws; and

9.1.2 it shall not by any act or omission cause the other Party (or any other person) to be in breach of any requirements of the Data Protection Laws.

9.2 The parties agree that the Customer is the Controller in respect of any personal data of the Customer that the Supplier processes in the course of providing the Services to the Customer (other than business contact data processed by the Supplier to allow it to manage the Customer's account).

9.3 The Supplier agrees that where, in the course of providing the Services, it processes such personal data on behalf of the Customer it shall:

9.3.1 only carry out processing of personal data in respect of which the Customer is the data controller on the Customer's instructions from time to time, such instructions at the date of the Contract being to process the personal data in order to provide the Services to



the Customer in accordance with the Contract (however if any applicable law, order or regulation requires the Supplier to process personal data other than in accordance with the Customer's instructions the Supplier shall notify the Customer of any such requirement before processing such personal data, unless the applicable law, order or regulation prohibits such notification on important grounds of public interest);

9.3.2 in respect of the processing of personal data, implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental destruction or loss, so as to protect applicable data subjects' rights in accordance with, and assist the Customer to comply with its obligations under, applicable Data Protection Laws;

9.3.3 where personal data is lost, damaged, destroyed or subject to unauthorised access, immediately notify the Customer in writing and take all steps required by Data Protection Laws with respect to notification and remediation;

9.3.4 ensure that person authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

9.3.5 include in any contract with any subcontractors who shall process such personal data directly or indirectly on the Customer's behalf provisions which are at least equivalent to those in this clause 9.3, and the Customer hereby

consents to the Contractor's use of such subcontractors in accordance with this clause

9.3.6 as soon as reasonably practicable refer to the Customer any requests, notices or other communication from data subjects, the Information Commissioner or any other law enforcement authority, for the Customer to resolve;

9.3.7 make available to the Customer such information as is reasonably required to demonstrate the parties' compliance with their respective obligations under the Data Protection Laws and / or this clause 9.3, and allow for, permit and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose at the Customer's request from time to time.

9.4 The Customer acknowledges and agrees that the Supplier may be required to transfer personal data which it processes on the Customer's behalf to countries outside the European Economic Area (which shall be deemed to include the United Kingdom regardless of any formal separation of the United Kingdom from the rest of the European Union) or to an International Organisation (as defined in the GDPR). Subject to the Supplier ensuring that any such transfer will be undertaken in accordance with the applicable Data Protection Laws, the Customer hereby consents to the Customer transferring such personal data outside the European Economic Area and/or to an International Organisation (as applicable).



9.5 The Supplier shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under applicable Data Protection Laws. Such notice shall set out full details of the circumstances concerning such breach or potential breach.

9.6 For the avoidance of doubt, nothing in this Contract relieves either Party of any responsibilities or liabilities under Data Protection Laws.

9.7 The Supplier shall process any Personal Data that comes into its possession in connection with its performance of its obligations under the Agreement as necessary for the purpose of providing the Services, under this Agreement, in accordance with the requirements of this Agreement and the instructions received in writing by the Customer from time to time. The Supplier shall process any Personal Data for the duration of this Agreement, as amended or renewed, unless otherwise instructed in writing by the Customer. The Personal Data will include the name, business email address, and business phone number of the Customer's employees.

10. DURATION AND RENEWAL

10.1 The Contract commences on the Commencement Date and shall, unless terminated earlier in accordance with the terms of this Contract, continue in full force and effect for an initial period of 12 months ("Initial Term"). Following the Initial Term, the Contract shall automatically continue for subsequent

12 month periods (each a "Renewal Term"), unless terminated by the Customer providing no less than 3 months' written notice to the Supplier, such notice to expire at the end of the Initial Term or relevant Renewal Term.

11. CANCELLATION AND POSTPONEMENT FEES

11.1 If the Customer wishes to cancel or postpone any or all of the Services before the start date for the Services, the Supplier may charge the Customer a fee. If the Services are initially postponed but then cancelled, the cancellation will be charged in accordance with condition 12.4, by reference to the later date of cancellation.

11.2 If the Customer has paid in advance for the Services, the Customer shall be entitled to apply for a refund of the Charges less the applicable cancellation or postponement fee as set out in conditions 11.4 and 12.4.

11.3 If the Customer has not paid in advance, the Supplier reserves the right, upon notice of any such cancellation or postponement, to invoice the Customer for the applicable cancellation or postponement fee, as set out in conditions 11.4 and 12.4.

11.4 The postponement fees shall be calculated as follows:

Notice given before service start date	Postponement Fee
30 days or more	15% of the charges



8 to 29 days	30% of the charges
0 to 7 days (or during engagement)	50% of the charges

The Customer shall pay the invoice for any cancellation or postponement fee in accordance with the provisions set out in condition 5.

12. TERMINATION

12.1 Without prejudice to condition 11 and to any other rights or remedies which the Supplier may have, the Supplier may terminate the Contract without liability to the Customer immediately on giving notice to the Customer if the Customer:

12.1.1 fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

12.1.2 commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Customer being notified in writing of the breach; or

12.1.3 repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

12.1.4 goes into liquidation, enters into a compromise with its creditors, becomes insolvent or has an administrator, receiver or similar officer appointed in

respect of all or part of its undertaking (or is the subject of a filing with any court for the appointment of any such officer), or any event occurs, or proceedings are taken, with respect it has an effect equivalent or similar; or

12.1.5 undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.2 The parties acknowledge and agree that any breach of conditions 4, 5, 6, and 7 shall constitute a material breach for the purposes of this condition 12.

12.3 On termination of the Contract for any reason:

12.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

12.3.2 the Customer shall return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

12.3.3 the accrued rights and liabilities of the parties (including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry) as at termination or expiry and the continuation of any provision expressly stated to survive or



implicitly surviving termination, shall not be affected.

12.4 On early termination of the Contract by the Customer, the Customer shall pay to the Supplier cancellation charges calculated at 80% of any unpaid Contract price payable in respect of the remainder of the Services.

12.5 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in condition 12.1.1 to condition 12.1.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.6 On termination of the Contract (however arising), conditions which expressly or by implication survive termination shall continue in full force and effect.

13. FORCE MAJEURE

13.1 For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant

or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than two weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

14. GENERAL

14.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the charges for the Services, or (in the case of Services) the nature and scope of the Services.

14.2 Subject to condition 14.1, no variation of the Contract or of these Conditions or of any of the documents referred to in them, shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14.3 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further



exercise of that (or any other) right or remedy.

14.4 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.5 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.6 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.

14.7 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may at any time assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties,

nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.9 A person who is not a party to the Contract shall not have any rights to enforce its terms.

15. NOTICES

15.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

15.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 14.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

15.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

16. GOVERNING LAW AND JURISDICTION



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

accordance with, the laws of England, with any such dispute or claim being settled exclusively in the English courts.

[END OF DOCUMENT]