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This agreement is dated on the date that the Contract Details are signed by the Customer.

Parties

- (1) WP Maintain Limited, incorporated and registered in England with company number 10570053 whose registered office is at 71-75 Shelton Street, London, WC2H 9JQ
- (2) **(Service Provider)**.
- (3) The customer whose details are set out in the Contract Details (**Customer**).

BACKGROUND

- (A) The parties have agreed that the Service Provider shall provide the Customer with the Services on the terms and conditions set out in the Contract.
- (B) The Contract is made up of the following:
 - (a) the Contract Details; and
 - (b) the Conditions.
- (C) If there is any conflict or ambiguity between the Contract Details and the Conditions, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Agreed terms

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

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

Charges: the charges in respect of the Services set out in clause 4.

Confidential Information: all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or during discussions between the parties), where the information is:

- a) identified as confidential at the time of disclosure; or
- b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Content: the content provided to the Service Provider by the Customer from time to time for incorporation on the Website. Content updates include adding/editing/removing pages, text, images, or files, and **Content** includes any item that is displayed on the front-end of the Website to a Visitor. References to **Content** also include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a visitor to that website.

Contract or agreement: the contract between the Customer and the Service Provider for the supply of the Services in accordance with the Contract Details and these Conditions.

Contract Details: the document setting out a summary of the agreed terms between the Customer and the Service Provider in relation to the supply of Services.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 15 (General) (inclusive).

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly applicable European Union regulation relating to privacy.

Data Subject: has the meaning set out in Article 4(1) of the GDPR.

fair usage policy: the requirement of the Service Provider that any use of its Services which require human-contact support (as opposed to automated support) to be based on a 'fair usage limit' which limit is not defined by a specific amount of time, but shall be such limit that the Service Provider, in its reasonable opinion, deems not to be 'excessive'.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data: has the meaning set out in Article 4(1) of the GDPR.

Services: the services to be provided under the Contract as described in the Contract Details and clause 2.

Website: the website of the Customer in respect of which the Service Provider will provide Services under the Contract as noted on the Contract Details form.

Site Software: the software for the Website commissioned by the Customer.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Visitor: a visitor to the Site.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 1.3 References to clauses are (unless otherwise provided) references to the clauses of these Conditions.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 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. Services

- 2.1 The Service Provider shall provide the following Services in accordance with these Conditions:
 - (a) Hosting of the Website on the servers which are made available to the Service Provider by its third party partners;
 - (b) Daily backup of the Website and secure cloud-based storage;
 - (c) 24/7 malware scanning and virus protection;
 - (d) Updating of plugins and WordPress core files when deemed appropriate and safe to do so;
 - (e) 1 hour of development time per Website (NB: this time does not roll-over each month) for CSS and/or PHP code support;

- (f) Any additional development time is charged at £41 per hour (NB: the Service Provider will notify the Customer how long tasks will take if more than one hour is anticipated);
- (g) Content updates which includes adding/editing/removing pages, text, images, or files.

2.2 The Service Provider shall provide the Services in the following manner:

- (a) Support via email shall be provided to the Customer when using the following email support@wpmaintain.co.uk, which is monitored 9:00 A.M. to 5:00 P.M. Monday – Friday;
- (b) Customer emails to the above-mentioned email address shall create a support ticket;
- (c) Customer emails received outside of office hours will be collected, however no action can be guaranteed until the next Business Day;
- (d) the Service Provider will generally respond to service-related incidents and / or requests submitted by the Customer within the following time frames:
 - (i) acknowledgement within 0-8 hours (during business hours);
 - (ii) a solution within 24-48 hours, or sooner; or
 - (iii) for any requests that fall outside of this timeframe, the Service Provider will communicate with the Customer accordingly;
- (e) any bug fixes carried out by the Service Provider shall be deemed to be accepted by the Customer if the Customer does not have any objections within 72 hours of the Service Provider completing the fix;
- (f) subject to the Service Provider's fair usage policy.

2.3 The Service Provider's performance of its obligations under the Condition shall be subject to:

- (a) the Customer complying with its obligations in clause 3;
- (b) any force majeure event pursuant to clause 12.

2.4 The Services are limited to those stated in the Contract Details or clause 2.1, and for the avoidance of doubt, the Service Provider does not provide email hosting services and the Customer may arrange email hosting with another provider.

3. Customer responsibilities

3.1 The Customer shall be responsible for:

- (a) the accuracy and completeness of the Content;

- (b) providing a copy of the Site Software to the Service Provider;
- (c) setting up a Direct Debit in favour of the Service Provider in respect of the Charges;
- (d) paying the Charges promptly;
- (e) the Customer's representative being available at reasonable times to resolve any requests or incidents related to the Services;
- (f) supplying relevant access and login information, namely:
 - (i) FTP and/or SFTP and website administrator access either using a current login or by creating a new User for the Service Provider's own access using 'wpmaintain' as the username
 - (ii) Current hosting account login details
 - (iii) Domain registrar login details or otherwise the login details relating to the management of the Website domain's DNS;
- (g) providing full administrative access to the Service Provider and its staff in order that the Service Provider may provide its Services.

3.2 The Service Provider shall not be liable for any delays in providing the Services resulting from the Customer's failure to fulfil any of its obligations to provide any information, Site Software, Content or documents required from the Customer.

3.3 The Service Provider reserves the right to invoice the Customer for any additional expenses reasonably incurred by the Service Provider as a result of such delays, provided the Service Provider notifies the Customer that the Service Provider is being affected by the Customer's delays.

4. Charges and payment

4.1 Payment for the Charges shall be collected monthly via the GoCardless Direct Debit unless otherwise agreed between the parties. The Service Provider will send the Customer a weblink to set up a Direct Debit in favour of the Service Provider on the commencement of this Contract.

4.2 The Service Provider shall issue a monthly VAT invoice on the 1st Business Day of every month in respect of the Charges, and the Customer shall pay to the Service Provider the Charges set out in the Service Provider's invoice via Direct Debit or otherwise within 3 Business Days of the date of the Service Provider's invoice otherwise it will incur interest pursuant to clause 4.4. If the Services commence after the 1st Business Day of the month, the first invoice under this Contract shall be a pro-rata invoice based on the number of days remaining in the first month of the Contract subsequent invoices and payments shall be made by Direct Debit on the 1st Business Day of each month.

- 4.3 All Charges are exclusive of VAT.
- 4.4 If the Customer fails to make any payment due to the Service Provider under these Conditions by the due date for payment, then, without limiting the Service Provider's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time but at 4% a year for any period when that base rate is below 0%.
- 4.5 The Service Provider may in its reasonable discretion suspend provision of the Services during any period that the Charges are unpaid.

5. Warranties

- 5.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 5.2 The Service Provider shall perform the Services with reasonable care and skill.
- 5.3 These Conditions set out the full extent of the Service Provider's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.
- 5.4 The Service Provider:
- (a) does not warrant that:
 - (i) the Customer's use of the Services or the Website will be uninterrupted or error-free; or
 - (ii) the Services or the Website will be free from Vulnerabilities;

6. Limitation of remedies and liability

WARNING: you are strongly advised to read this clause.

- 6.1 Nothing in this agreement shall operate to exclude or limit the Service Provider's liability for:
- (a) death or personal injury caused by its negligence; or
 - (b) fraud; or
 - (c) any other liability which cannot be excluded or limited under applicable law.

6.2 The Service Provider shall not be liable under or in connection with the Contract or any collateral contract for any:

- (a) loss of revenue;
- (b) loss of actual or anticipated profits;
- (c) loss of contracts;
- (d) loss of the use of money;
- (e) loss of anticipated savings;
- (f) loss of business;
- (g) loss of opportunity;
- (h) loss of or damage to goodwill;
- (i) loss of or damage to reputation;
- (j) service failure of a third party partner of the Service Provider which affects the ability of the Service Provider to provide Services to the Customer;
- (k) liability incurred by the Customer for infringement of the Intellectual Property Rights of any third party in relation to the Website or Content;
- (l) adverse notification or comment from a Visitor regarding the Website's Content;
- (m) breach of Data Protection Legislation relating to matters which are the Customer's responsibility;
- (n) matters relating Data Protection Legislation between the Customer and any Visitor;
- (o) loss of, damage to or corruption of data or information of any kind; or
- (p) any indirect or consequential loss,

in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

6.3 In the event that there is a service failure in relation to any third-party partners or suppliers of the Service Provider which affect the ability of the Service Provider to provide Services to the Customer, the Service Provider shall use all reasonable endeavours to:

- (a) minimise any downtime of the Website to the extent this is in the control of the Service Provider;
- (b) if required, transfer the Website to another service provider at no extra cost to the Customer;

- 6.4 Subject to clause 6.1, the Service Provider's aggregate liability in respect of claims based on events in any calendar month arising out of or in connection with the Contract or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total Charges payable by the Customer to the Service Provider under this Contract in that calendar month.
- 6.5 Unless the Customer notifies the Service Provider that it intends to make a claim in respect of an event within the notice period, the Service Provider shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire 1 month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 6.6 The Customer agrees to permit the Service Provider to remedy any issues notified under this clause which are mutually agreed to have been the responsibility of the Service Provider. The Service Provider shall not be liable under this clause if it is able to remedy any such issues within 72 hours of being notified in writing.
- 6.7 If the Service Provider remedies any issues identified pursuant to clause 6.5, the remedy shall be deemed to be accepted unless the Customer objects in writing within 72 hours of the Service Provider remedying the relevant issue.
- 6.8 Nothing in this clause shall limit the Customer's payment obligations under this agreement.

7. Intellectual property rights

- 7.1 The Customer retains all Intellectual Property Rights in the Site Software and the Content, and grants the Service Provider a licence to such Intellectual Property Rights to the extent required by the Service Provider to perform its obligations under this agreement.
- 7.2 All Intellectual Property Rights in any works arising in connection with the performance of the Services by the Service Provider (**Works**) shall be the property of the Service Provider, and the Service Provider hereby grants to the Customer a non-exclusive licence to such Intellectual Property Rights to the extent required by the Customer to receive the benefit of, or perform its obligations under, this Contract.
- 7.3 The Customer shall indemnify the Service Provider against all damages, losses and expenses arising as a result of any action or claim that the Site Software or the Content infringe any Intellectual Property Rights of a third party.

7.4 At its own expense, the Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to clause 7.2.

8. Site content

8.1 The Service Provider shall update the Website with Content provided from time to time by the Customer, subject to the Service Provider's fair usage policy. The Customer shall ensure that the Content does not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**).

8.2 The Service Provider shall include only the Content on the Website. The Customer acknowledges that the Service Provider has no control over any Content (for example, comments) placed on the Website by Visitors and does not purport to monitor the Content (for example, comments) of the Website. The Service Provider reserves the right to remove content from the Website where it reasonably suspects such content is Inappropriate Content. The Service Provider shall notify the Customer if it becomes aware of any allegation that Content on the Website may be Inappropriate Content.

8.3 The Customer shall indemnify the Service Provider against all damages, losses and expenses arising as a result of any action or claim that the Content or any other material posted to, or linked to, the Website constitutes Inappropriate Content.

8.4 The Service Provider may include the statement "Powered or hosted by [NAME OF SERVICE PROVIDER or any partners of the Service Provider]" on the home page of the Website.

9. Data protection

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation in performing their duties or exercising their rights under this agreement. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 9, **Applicable Laws** means (for so long as and to the extent that they apply to the Service Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, in respect of any personal data that is processed by the Service Provider on behalf of the

Customer in the course of providing the Services, the Customer is the controller and the Service Provider is the processor (where **Controller** and **Processor** have the meanings given to them in the Data Protection Legislation).

- 9.3 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Service Provider for the duration and purposes of this agreement.
- 9.4 Without prejudice to the generality of clause 9.1, the Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under this agreement:
- (a) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (b) notify the Customer on becoming aware of a Personal Data breach;
 - (c) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.
- 9.5 The Service Provider partners with other organisations in order to provide Services such as (but not limited to):
- (a) WP Engine
 - (b) Flywheel
 - (c) GoCardless
 - (d) Freshdesk
 - (e) Xero accounting software
- 9.6 The Customer consents to the Service Provider appointing its partner companies as referred in clause 9.5 as third-party processors of Personal Data under this Contract. The Service Provider confirms that it has an agreement substantially on that third party's standard terms of business.
- 9.7 As between the Customer and the Service Provider, the Service Provider shall remain liable for performance of the Services unless clause 12 applies, but shall not assume any liability for any acts or omissions of any third-party processor appointed by it pursuant to this clause 9.
- 9.8 Either party may, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms

forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

10. Term and termination

- 10.1 The Contract shall commence on the date the Contract Details are signed by the Customer and shall continue, unless terminated earlier in accordance with this clause 10.
- 10.2 If either party wishes to terminate the Contract, it shall provide the other party with 20 Business Day's written notice (for the avoidance of doubt, if the Customer is terminating the Contract, this shall mean notice equivalent to one billing cycle).
- 10.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;
 - (b) the other party commits a material or persistent breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 20 Business 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
 - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
 - (f) the other party (being an individual) is the subject of a bankruptcy petition, application or order;
 - (g) 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 10.3(c) to 10.3(f) (inclusive); or
- 10.4 On termination of this agreement by the Service Provider pursuant to clause 10.2, all licences granted by the Service Provider under this agreement shall terminate immediately.

- 10.5 On termination by the Service Provider under clause 10.2 the Service Provider shall return to the Customer the Site Software and all Content and shall provide to the Customer an electronic copy of the Website (including all Content on the Website).
- 10.6 Subject to clause 10.5 only, the Service Provider shall not be required to provide assistance to transfer the hosting of the Website to the Customer or another service provider, except unless the Customer agrees to pay for such a service.
- 10.7 To the extent that the Customer has made payment of the Charges for a full calendar year and the year has not lapsed at the time the Contract is terminated the Service Provider shall refund the Customer the Charges pro-rata to the unelapsed period, but subject to the deduction of a break fee equivalent to 2 months' worth of Charges.
- 10.8 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, except that any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

11. Additional Services

- 11.1 If the scope of the Services needs to be changed, the Service Provider shall issue an updated Contract Details document for the Customer to sign or approve by email. If the Customer does not signify its approval to the updated Contract Details, they shall be deemed to be approved immediately after the 1st Business Day of the month for the next billing cycle under the Contract unless the Customer objects in writing prior to such date.
- 11.2 The following services are (without limitation) additional services which the Service Provider can provide the Customer with a quote for on request:
- (a) website design.
 - (b) custom Website development which takes more than 1 hour per month.
 - (c) graphic design.
- 11.3 Any change to the scope of Services shall be effective immediately after the Service Provider has sent the updated Contract Details to the Customer and the Customer and Service Provider shall perform their respective obligations on the basis of the agreed amendment.
- 11.4 Any other changes to the Services, the Contract Details or the Conditions resulting from the Service Provider's internal business policies shall be communicated pursuant to clause 15.1.

12. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 1 months, the party not affected may terminate this agreement by giving 20 Business Days' written notice to the affected party.

13. Confidentiality

13.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14. Notices

14.1 Any notice given to a party under or in connection with this agreement contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the addresses specified in the Contract Details.

14.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;

- (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;
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.3 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.

15. General

15.1 **Update to the Conditions.** These Conditions may be updated from to time in line with the Service Provider's business policies. The Customer shall be notified of any material changes to the Conditions and the Customer may request an updated copy of the Conditions from time to time from the Service Provider.

15.2 **Announcements.** No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

15.3 **Assignment.** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this agreement, without the prior written consent of the other Service Provider, such consent not to be unreasonably withheld or delayed. The Service Provider may assign any of its rights under the Contract or transfer all of its rights or obligations by novation, to any other party.

15.4 **Entire agreement.** This agreement 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. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

15.5 **Third party rights.** Unless it expressly states otherwise, this agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term

of this agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

- 15.6 **Variation.** No variation of this agreement shall be effective unless it is made in accordance with clause 11 or clause 15.1.
- 15.7 **Waiver.** A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not 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 any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.8 **Rights and remedies.** Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.9 **Severance.** If any provision or part-provision of this agreement 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 this agreement. If any provision or part-provision of this agreement is deemed deleted under clause 15.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.10 **No partnership or agency.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 15.11 **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date of signing of the Contract Details.