

## CONDITIONS OF CONTRACT

### 1. Definitions

In These Conditions:

**Bribery Laws:** means the Bribery Act 2010 and all other applicable UK Legislation, regulations and codes in relation to bribery or corruption in any other relevant jurisdiction.

**Company:** means Ubico Limited (company number: 07824292) whose registered office is Central Depot, Swindon Road, Cheltenham, Gloucestershire, GL51 9JZ.

**Consultancy Services:** means the consultancy services to be provided by the Contractor to the Company as set out on the Request to Quote and, where applicable, the Purchase Order.

**Contract:** means the contract between the Company and the Contractor consisting of these Conditions of Contract, the Request to Quote, the Quote, the Purchase Order and any other documents (or parts thereof) specified in the Request to Quote.

**Contract Price:** means the price of the Goods, Service or Consultancy Services to be supplied by the Contractor as stated in the Purchase Order.

**Contractor:** means the consultant, person, firm or company to whom the Contract is issued.

**Data Protection Legislation:** means (i) The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the LED and any applicable national implementing Laws as amended from time to time, (ii) The Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy, (iii) all applicable Laws relating to Personal Data and privacy. **Controller, Personal Data, Processing, Processor:** shall have the meanings set out in the Data Protection Legislation

**Deliver:** means the handover of the Goods to the Company at the address specified in this Contract or on a Purchase Order which shall include unloading and any other specific arrangements. **Delivered and Delivery** shall be construed accordingly.

**Goods:** means the goods to be supplied as stated in the Request to Quote and Purchase Order.

#### Insolvency Event:

- the Contractor 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 (where the Contractor is a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (where the Contractor is an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (where the Contractor is a partnership) has any partner to whom any of the foregoing apply;
- the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (where the Contractor is a company);
- the holder of a qualifying floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- the Contractor (where an individual) is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 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 (a) to (h) (inclusive);
- the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- the Contractor (where the Contractor an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

**Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks 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.

**Purchase Order:** means the purchase order issued by the Company for the Goods, Services or Consultancy Services.

**Quote:** means the documents setting out the Company's requirements and the offer from the Contractor to provide the Services, Goods or Consultancy Services.

**Request to Quote:** means the specification or brief and instructions sent out by the Company offering the Contractor the opportunity to submit a quote to supply the goods or provide the services or project.

**Services:** means the services to be provided as specified in the Request to Quote and where applicable the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

**Site:** means the location where the Services, Consultancy Services or Goods are to be delivered.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

### 2. INSPECTION OF PREMISES AND NATURE OF GOODS, SERVICES OR CONSULTANCY SERVICES

2.1. The Contractor is deemed to have inspected the Site before submitting the Quote so as to have understood the nature and extent of the Services or Consultancy Services to be carried out and satisfied himself in relation to all matters connected with the Goods, Services or Consultancy Services and the Site.

2.2. The Contractor shall perform the Services or the Consultancy Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;

### 3. CONTRACTOR'S STATUS

3.1. In carrying out the Services, the Consultancy Services or supplying the Goods the Contractor shall be acting as principal and not as the agent of the Company. Accordingly, the Contractor shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Company.

3.2. This Contract shall not impose any liability on the Company in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Company to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of the Company, his staff or agents.

3.3. Where the Contractor is supplying Consultancy Services, the Contractor agrees that this Contract constitutes a contract for the provision of consultancy services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify the Company for and in respect of:

- any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.
- any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor against the Company arising out of or in connection with the provision of the Consultancy Services.
- The Contractor shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

### 4. CONTRACTOR'S PERSONNEL

4.1. The Contractor shall take reasonable steps to prevent unauthorised persons being admitted to the Site. If the Company gives the Contractor notice that any person is not to be admitted to or is to be removed from the Site or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Company the Contractor shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered. The decision of the Company shall be final and conclusive.

4.2. If required by the Company, the Contractor shall give to the Company a list of names and addresses of all persons who are or may be at the time concerned with the Service or Consultancy Services or the supply of Goods, specifying the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Company may reasonably require.

4.3. The Contractor shall bear the cost of any notice, instruction or decision of the Company under this condition.

### 5. EQUALITY AND NON-DISCRIMINATION

5.1. The Contractor agrees to comply with the Equality Act 2010 including any codes of practice issued thereunder and to perform this Contract in a non-discriminatory manner.

5.2. The Contractor agrees to assist the Company to meet its responsibility to monitor the equality of the provision of any services provided by the Company. The Company may require the Contractor to complete a questionnaire and/or provide information to the Company on the extent and quality of the Contractor equalities and diversity policies and practice.

5.3. The Contractor shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of the protected characteristics.

5.4. The Contractor shall notify the Company forthwith in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor in relation to the breach of the Equality Act 2010.

5.5. The Contractor shall indemnify the Company in respect of all costs, claims and demands arising from a third party claim resulting from the Contractor's obligations under this Condition.

5.6. If the Contractor fails to meet the required standards set out in the above legislation or codes of practice and after having been given the opportunity to improve the Company may take further action, including the termination of this Contract.

5.7. The Contractor shall indemnify the Company in respect of all costs, claims and demands arising from a third party claim resulting from the Contractor's obligations under this Condition.

### 6. PREVENTION OF BRIBERY

6.1. The Company may terminate the Contract and recover any losses if the Contractor, its employees, directors, agents, representatives or anyone acting on the Contractor's behalf do any of the following things;

- offers, offered, promised or gave a bribe (as defined by the Bribery Act 2010) to the Company or any of its employees or members whether prior to or after the date of

this Contract concerning the negotiation, the entering into, the terms and conditions of or the performance of this Contract (even if the Contractor does not know what has been done); or

(b) commit any fraud in connection with this or any other Company contract whether alone or in conjunction with Company members or employees.

6.2. The Contractor shall comply with the Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws, prevent bribery and use all reasonable endeavours to ensure that:

- it complies with any Company policies on bribery and corruption
- all of the Contractor's employees, directors, agents, representatives or anyone associated or acting on the Contractor's behalf involved in performing this Contract so comply.

The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and all documents published under it.

### 7. TERMINATION

7.1. Without prejudice to any other right or remedy it might have, the Company may terminate this Contract by written notice to the Contractor with immediate effect if the Contractor:

- is in material breach of any obligation under this Contract which is not capable of remedy;
- repeatedly breaches any of the terms and conditions of this 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 and conditions of this Contract;
- is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
- if there is an Insolvency Event; or
- fails to comply with legal obligations in the fields of environmental, social or labour law.

7.2. The Contractor shall notify the Company as soon as practicable of any change of control as referred to in Condition 7.1(d) or any potential such change of control.

7.3. If this Contract is terminated by the Company such termination shall be at no loss or cost to the Company and the Contractor hereby indemnifies the Company against any such losses or costs which the Company may suffer as a result of any such termination.

7.4. In addition to its rights of termination under Condition 7.1, the Company shall be entitled to terminate this Contract by giving to the Contractor not less than 30 days' notice to that effect.

7.5. Termination or expiry of this Contract shall be without prejudice to the rights of either party accrued prior to termination or expiry and shall not affect the continuing rights of the parties under Conditions 3.3, 5, 8.4, 11, 14, 15, 16, 21, 22, 23, or any other provision of this Contract that either expressly or by implication has effect after termination.

### 8. MANNER OF CARRYING OUT THE SERVICES

8.1. The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Site without obtaining the Company's prior consent.

8.2. Non-exclusive access to the Site shall be granted by the Company to enable the Contractor to carry out the Services or Consultancy Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Company may reasonably require.

8.3. The Company shall have the power at any time during the progress of the Services or Consultancy Services to order in writing:

- the removal from the Site of any materials which in the opinion of the Company are either hazardous, noxious or not in accordance with the Contract, and/or
- the substitution of proper and suitable materials and/or
- the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefor of any work which in respect of material or workmanship, is not in the opinion of the Company in accordance with the Contract.

8.4. On completion of the Services or Consultancy Services the Contractor shall remove its plant, equipment and unused materials and shall clear away from the Site all rubbish arising out of the Services or Consultancy Services and leave the Site in a neat and tidy condition.

### 9. TIME OF PERFORMANCE

9.1. The Contractor shall begin and complete the performance of the Services or Consultancy Services and/or supply the Goods on the dates promised or stated in this Contract

9.2. The Company may:

- by written notice require the Contractor to execute the Services or Consultancy Services in a particular order
- require the Contractor to submit detailed programmes of work and progress reports for the Services or Consultancy Services.

9.3. Where (i) the Contractor fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of Condition 10.1, then without limiting any of its other rights or remedies implied by statute or common law, the Company shall be entitled:

- to terminate this Contract;
- request the Contractor, free of charge, to deliver substitute Goods within the timescales specified by the Company;
- to require the Contractor, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- to reject the Goods (in whole or part) and either return them to the Contractor at the Contractor's own risk and expense or require the Contractor to collect the Goods and the Company shall be entitled to a full refund on those Goods or part of Goods duly returned;

- (e) buy the same or similar Goods from another Contractor and recover any expenses incurred in respect of buying the goods from another Contractor which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.
- 9.4 The Company shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 10. THE GOODS**
- 10.1. The Contractor warrants, represents and undertakes and guarantees that the Goods supplied under this Contract shall;
- be free from defects (manifest or latent) in materials and workmanship and remain so for 12 months after Delivery;
  - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable Law relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
  - conform with the specifications drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Contractor) supplied by, or on behalf of the Contractor;
  - be free from design defects; and
  - be fit for any purpose held out by the Contractor or made known to the Contractor by the Company expressly or by implication and in this respect the Company relies on the Contractor's skill and judgement. The Contractor acknowledges that the approval by the Company of any designs provided by the Contractor shall not relieve the Contractor of any of its obligations under this sub-condition.
- 11. RECOVERY OF SUMS DUE**
- Wherever under this Contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or contract with the Company.
- 12. ASSIGNMENT AND SUB-CONTRACTING**
- 12.1. The Contractor shall not assign, novate or sub-contract the whole or any part of this Contract.
- 12.2. The Company shall be entitled to novate, assign or sub-contract this Contract or any part of it to any other body which substantially performs any of the functions that previously had been performed by the Company.
- 13. NOTICES**
- 13.1. Any notice given under or pursuant to the Contract may be delivered by hand or sent by post or by any next working day service or transmitted by facsimile transmission to the address or facsimile number of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor.
- 13.2. any notice shall be deemed to have been received;
- if delivered by hand, on signature of a delivery receipt
  - if sent by pre-paid first-class post or other next Working Day on the second Working Day after posting or at the time recorded by the delivery service
  - if sent by fax, at 10.00am on the next Working Day after transmission
  - if sent by Document Exchange, the second Working Day after being put into the Document Exchange
- 13.3. This clause 13 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.
- 13.4. Except as expressly provided in this Contract a notice given under this Contract is not valid if sent by e-mail unless the parties have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply;
- an e-mail shall be deemed delivered at 10:00am the next Working Day unless an error message or 'out of office' message is received by the sender.
  - Notices shall only be accepted if sent to the e-mail address given by a party to the other as being the designated e-mail address for the service of notices.
- 13.5. If the parties agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.
- 14. DATA PROTECTION**
- 14.1. The Contractor will deliver effective and appropriate services having due regard to Data Protection principles and compliance with its duties under the Data Protection Act Legislation or any statutory re-enactment thereof and all regulations deriving therefrom.
- 14.2. In the event that the Contractor is processing Personal Data on behalf of the Company, the Contractor and the Company agree that the Company is the Controller and the Contractor is the Processor and shall only Process the Personal Data in accordance with the instructions given by the Company. The Contractor will cooperate fully with the Company in the event of any data subject request and the response thereto at nil cost to the Company.
- 14.3. The Contractor shall indemnify the Company in respect of all costs, claims and demands arising from a third party claim resulting from the breach of the Contractor's obligations under this Condition
- 14.4. Subject to Condition 15 below the Contractor agrees to take reasonable steps to keep confidential information relating to the Company which comes into the Contractor's possession and continue to maintain such confidentiality notwithstanding the termination of this Contract save such information that falls within the public domain.
- 15. FREEDOM OF INFORMATION/ENVIRONMENTAL INFORMATION REGULATIONS**
- 15.1. Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Contract:

- 15.1.1. the Company shall be entitled to publish and/or release any and all terms or conditions of this Contract, the contents of any documents and/or information relating to the formation of this Contract under the provisions of the Freedom of Information Act 2000 or Environmental Information Regulations 2004.
- 15.1.2. nothing contained in this Contract shall prevent the Company from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000 or Environmental Information Regulations 2004 any term or conditions or information contained in or relating to the formation of this Contract.
- 15.2. The Contractor shall:
- co-operate with the Company and supply to it all necessary information and documentation required in connection with any request received by the Company under the said legislation.
  - supply all such information and documentation at no cost to the Company and within seven days of receipt of any request.
  - The Contractor shall not publish or otherwise disclose any information contained in this Contract or in any negotiations leading to it without the Company's previous written consent unless the Contractor is bound to publish and/or disclose such information under the said legislation and such information is not exempt from such disclosure and/or publication under the provisions of the said legislation.
- 16. PATENTS AND COPYRIGHT**
- 16.1. It shall be a condition of this Contract that, except to the extent that the Goods, Services or Consultancy Services incorporate designs furnished by the Company, the Goods, Services or Consultancy Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall indemnify the Company against all actions, claims, demands, costs and expenses which the Company may suffer.
- 16.2. The Contractor hereby assigns to the Company all existing and future Intellectual Property Rights in the Goods, the provision of the Services or the Consultancy Services and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Company.
- 17. PRICE OF GOODS, RISK, FEES AND PAYMENT**
- 17.1. Payment shall be due 30 days after completion of the Service or Consultancy Services or after receipt of the Goods provided that the Goods, Services or Consultancy Services have been supplied in accordance with this Contract, to the Company's satisfaction and after receipt of detailed invoices which must include the Company's Purchase Order number.
- 17.2. VAT, where applicable, shall be shown separately on all invoices.
- 17.3. The Company shall pay to the Contractor any fees at the rate specified in this Contract.
- 17.4. The Contractor shall be entitled to be reimbursed by the Company for the amount of expenses previously agreed by the Company and reasonably and properly incurred in the performance of his duties under this Contract subject to the production of such evidence as the Company may reasonably require.
- 17.5. The Company will not accept any increase in price of Goods.
- 17.6. Property and risk in the Goods pass to the Company upon delivery.
- 17.7. Goods paid for and stored by the Contractor shall be stored separately from goods owned by the Contractor and shall be clearly marked that they are the property of the Company. The ownership will pass to the Company on payment but the risk shall remain with the Contractor until delivery to the Company.
- 18. LABELLING AND PACKAGING OF GOODS**
- 18.1. Goods shall be packed in accordance with the Company's instructions and shall be clearly marked with the Purchase Order number, the net, gross and tare weights, the name of the contents and all containers of hazardous goods, (and all documents relating thereto) shall bear prominent and adequate warnings.
- 18.2. All packaging materials will be considered non-returnable and will be destroyed or recycled.
- 19. HEALTH AND SAFETY**
- 19.1. The Contractor represents and warrants to the Company that the Contractor will comply with all current Health and Safety legislation.
- 19.2. The Contractor shall make available to the Authority adequate information about the use for which any Goods have been designed and about any conditions necessary to ensure the safe use of the Goods.
- 20. COMPANY MATERIALS AND EQUIPMENT**
- 20.1 Where the Company issues materials or equipment free of charge to the Contractor such materials and equipment shall remain the property of the Company.
- 20.2 The Contractor shall maintain all such materials and equipment in good order and shall use them solely in connection with the Contract.
- 20.3 The Contractor shall notify the Company of any surplus materials remaining after completion of the Services or Consultancy Services and shall dispose of them as the Company may direct.
- 20.4 Any waste of such materials arising from bad workmanship or negligence of the Contractor or any of his servants, agents or sub-contractors shall be made good at the Contractor's expense.
- 20.5 Without prejudice to any other of the rights of the Company, the Contractor shall deliver up such materials whether processed or not to the Company on demand.
- 21. AUDIT**
- The Contractor shall keep and maintain for six years after completion of the Contract records to the satisfaction of the Company of all expenditures which are reimbursable by the Company and of the hours worked and costs incurred in

connection with any employees of the Contractor paid for by the Company on a time charge basis and the Contractor shall on request afford the Company or its representatives such access to those records as may be required by the Company.

**22. INDEMNITY AND INSURANCE**

- 22.1. The Contractor shall indemnify and keep indemnified the Company, against all actions, claims, demands, costs and expenses incurred by or made against the Company, its servants or agents in respect of any loss or damage or personal injury (including death) which arises out of or in connection with this Contract.
- 22.2. Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Contractor (in respect of which the Indemnity in Condition 22.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of the Company), the indemnity contained in Condition 22.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Company.
- 22.3. The Contractor shall effect and have in force and shall require any sub-contractor to have in force:
- employer's liability insurance and public liability insurance in a sum of not less than £10,000,000.00 for any one occurrence or series of occurrences arising out of one event
  - If the Contractor is a consultant, the Contractor shall also maintain a minimum of £1,000,000.00 professional indemnity insurance, or such other amount as the Company may require, during the Contract period and for 6 years to cover its liability to the Company under this Contract, and, on request, shall provide to the Company copies of the policies together with evidence of payment of premiums.

**23. ENVIRONMENTAL**

The Contractor shall in its provision of the service use working methods, equipment, materials and consumables, which minimise environmental damage. In particular the Contractor shall ensure that it fully complies with the environmental obligations laid down in the Company's environmental policy, that it is familiar with the Company's environmental policy supplied with the Contract and that it will support and assist the Company in meeting the aims laid down in it.

**24. RETURN OF DOCUMENTATION**

On completion of this Contract or termination of this Contract for any reason all files documents and materials whatsoever (including information held electronically) created or held by the Contractor in relation to this Contract shall be delivered to the Company.

**25. PUBLICITY**

- 25.1. The Contractor shall not:
- Make any press announcements or publicise this agreement or its contents in any way; or
  - Use the Company's name or logo in any promotion or marketing or announcement of orders, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Company.

**26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Notwithstanding any other provisions of this Contract nothing in this Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

**27. HEADINGS**

The headings to Conditions shall not affect their interpretation.

**28. GOVERNING LAW**

These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts.

**29. ENTIRE AGREEMENT**

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

**30. WAIVER**

- 30.1. The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 30.2. No waiver shall be effective unless it is communicated to the other party in writing.
- 30.3. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

**31. SEVERABILITY**

If any Condition, Condition or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

**32. AMENDMENTS AND VARIATION**

No amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Company and the Contractor.

**33. FORCE MAJEURE**

A party shall not be liable to the other for any breach of Contract for any delays or failures in performance of the Contract which result from circumstances beyond the relevant party's reasonable control.

**34. PRIORITY OF TERMS AND CONDITIONS**

- 34.1. Any orders accepted by the Company for Goods and/or Services under £10,000.00 (excluding VAT) shall be on and subject to these terms and conditions unless otherwise agreed in writing by the Company.
- 34.2. The terms and conditions of this Contract shall take priority over any terms and conditions issued by the Contractor.