

## **LIVERPOOL IT SERVICES LIMITED**

### **Business to Business – Terms and Conditions for Supply of Goods and Services**

**The Buyer's attention is particularly drawn to Clause 15**

#### **1. Definitions**

<b>Seller</b>	Means <b>Liverpool IT Services Limited</b> registered address of <b>c/o DoES Liverpool</b> <b>1st Floor The Tapestry</b> <b>68-76 Kempston Street</b> <b>Liverpool</b> <b>L3 8HL</b>
<b>Buyer</b>	The person who buys or agrees to buy the Goods/and or Services from the Seller.
<b>Conditions</b>	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	The items which the Buyer agrees to buy from the Seller as set out in the Order.
<b>Price</b>	The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Intellectual Property Rights</b>	Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
<b>Order</b>	The Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Seller's quotation or SLA, as the case may be
<b>Services</b>	The services supplied by the Seller to the Buyer as set out in the Order.
<b>Seller Materials</b>	Has the meaning set out in clause 12.1.6.

#### **2. Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services from the Seller pursuant to these Conditions.

- 2.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of a director of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. **Price**

The Price shall be as set out in the Buyer's purchase order form, or the Buyer's acceptance of the Seller's quotation or SLA.

4. **Payment and Interest**

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted by the Seller.
- 4.4 Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment.

5. **Goods**

- 5.1 The Goods are described in the Order.
- 5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. **Warranties**

- 6.1 The Seller warrants that for a period of 3 months commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:
- 6.1.1 conform with their description;
  - 6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
  - 6.1.3 be fit for any purpose held out by the Seller; and
  - 6.1.4 be carried out in accordance with the Supply of Goods and Services Act 1982.

7. **Delivery of Goods**

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

## 8. **Acceptance of the Goods**

8.1 The Buyer shall be deemed to have accepted the Goods 7 days after delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods within 7 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## 9. **Title and risk**

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## 10. **Carriage of Goods**

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## 11. **Supply of Services**

The Seller agrees:

11.1 To undertake and provide the Services in accordance with any brief and deadline agreed with the Buyer and;

11.2 To manage and carry out the Services in an expert and diligent manner and to provide his/her services to the best of his/her technical and creative skill and to be solely responsible for how the services are provided;

- 11.3 To the best of his/her ability, promptly and faithfully to meet the Deliverables and deadlines agreed with the Buyer;
- 11.4 the Seller is free to undertake and accept other engagements, except those which lead or might lead to any conflict of interest between the Seller and the Buyer during his or her appointment;
- 11.5 To use such suitably qualified and experienced personnel as he or she may from time to time deem appropriate;
- 11.6 The Seller has the right to supply a substitute of equivalent knowledge and expertise and acknowledges that the Buyer has the right to refuse the replacement if, in the reasonable view of the Buyer, the replacement is not sufficiently qualified to undertake the work. Where substitution occurs, the Business will remain responsible for its obligations under the agreement and will be responsible for the payment of the replacement, so that there will be no further payments outside of the agreed terms to pay for any handover period between the original and the replacement.
- 11.7 To keep the Buyer informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time when so requested by the Buyer. While the Seller's method of working is entirely their own and they are not subject to the control of the Buyer, they shall nevertheless comply with this and any other reasonable requests of the Buyer (or its clients) which do not impact upon the Seller's method of working.

## 12. **Buyer's obligations**

- 12.1 The Buyer shall:
  - 12.1.1 Ensure that the terms of the Order are complete and accurate;
  - 12.1.2 Co-operate with the Seller in all matters relating to the Services;
  - 12.1.3 Provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises as reasonably required by the Seller to provide the Services;
  - 12.1.4 Provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 12.1.5 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - 12.1.6 keep and maintain all materials, equipment, documents and other property of the Seller (Seller Materials) at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.
- 12.2 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):
  - 12.2.1 the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;

12.2.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 12.2; and

12.2.3 The Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

### **13. Confidentiality**

13.1 The Seller hereby agrees that during the course of his or her engagement under this Agreement they are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Buyer and those of the Buyer's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), and accordingly the Seller hereby undertakes to and covenants with the Buyer that:

13.1.1 They shall not at any time during this Agreement or at any time after the Termination Date use or procure the use of the name of the Buyer in connection with their own or any other name in any way calculated to suggest that they continue to be connected with the business of the Buyer or in any way hold themselves or herself out as having such connection;

13.1.2 They shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services; and

13.1.3 They shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Buyer whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

13.2 The restrictions set out in Clause 13 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Seller.

### **14. Intellectual Property Rights**

14.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller.

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

14.3 All Seller Materials are the exclusive property of the Seller.

### **15. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

15.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

15.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

15.1.5 defective products under the Consumer Protection Act 1987.

15.2 Subject to clause 15.1:

15.2.1 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

15.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and/or Services.

15.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 15 shall survive termination of the Contract.

## 16. **Termination of Agreement**

16.1 Either party shall have the right at any time to terminate this Agreement by not less than 3 months notice in writing to the other party.

16.2 In addition, either party shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of:

16.2.1 The other party being in material or persistent breach of any of the terms of this Agreement; or

16.2.2 The other party persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Services or failing to remedy any default in providing the Services; or

16.2.3 The other party dying or becoming by reason of incapacity incapable of managing their affairs; or

16.2.4 The other party having a bankruptcy order made against him or her or making any arrangement with his or her creditors or having an interim order made against him or her; or

16.2.5 The other party taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business

16.2.6 There being a change of control of the other party; or

16.2.7 A party's financial position deteriorates to such an extent that in the other party's reasonable opinion that party's capability to adequately fulfil its obligations under this Agreement have been placed in jeopardy; or

16.2.8 A party doing any action manifestly prejudicial to the interests of the other party or which in the opinion of the other party may bring them into disrepute

and that party shall have no claim against the terminating party in respect of the termination of his or her appointment for any of the reasons specified pursuant to Clauses 16.2.1 to 16.2.8.

## **17. Consequences of Termination**

- 17.1 Upon the expiration or termination of the engagement under this Agreement for whatsoever cause, the Seller shall forthwith deliver up to the Buyer or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Buyer or which otherwise relate in any way to the business or affairs of the Buyer and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Buyer) make a declaration that the whole of the provisions of this clause have been complied with.
- 17.2 The Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Seller may submit an invoice, which shall be payable immediately on receipt;
- 17.3 The Buyer shall, within 1 month return all of the Seller's equipment. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of the Seller's equipment. Until they have been returned or repossessed, the Buyer shall be solely responsible for their safe keeping;
- 17.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 17.5 The termination of this agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

## **18. Insurance**

The Seller further warrants to the Buyer that they will:

- 18.1 Take out and maintain throughout the term of this Agreement, adequate professional indemnity insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Buyer, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Buyer;
- 18.2 Take out and maintain throughout the term of this Agreement, adequate public liability insurance coverage to protect themselves against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of the Buyer, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Buyer.

## **19. Data Protection and Data Processing**

- 19.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause Applicable Laws means (for so long as and to the extent that they apply to the Contractor) 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.
- 19.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the data controller and the Seller is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 19.3 Without prejudice to the generality of Sub- clause 19.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Seller for the duration and purposes of the Contract.
- 19.4 Without prejudice to the generality of Sub-clause 19.1, the Seller shall, in relation to any Personal Data processed in connection with the performance by the Seller of its obligations under the Contract:

- 19.4.1 Process that Personal Data only on the instructions of the Business unless the Seller is required by Applicable Laws to otherwise process that Personal Data. Where the Seller is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Seller shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Seller from so notifying the Buyer;
- 19.4.2 Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 19.4.3 Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 19.4.4 Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
- i. The Buyer or the Seller has provided appropriate safeguards in relation to the transfer;
  - ii. The Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - iii. The Seller complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. The Seller complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
- 19.4.5 Assist the Buyer, at the Buyer' 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;
- 19.4.6 Notify the Buyer without undue delay on becoming aware of a Personal Data breach;
- 19.4.7 At the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 19.4.8 Maintain complete and accurate records and information to demonstrate its compliance with this Clause 19.
- 19.5 The Buyer does not consent to the Seller appointing any third-party processor of Personal Data under the Contract.
- 19.6 Either party may, at any time on not less than 30 days' notice, revise this Clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
20. **No Employment or Partnership**
- 20.1 The Seller is an independent contractor and nothing in this Agreement shall render or be deemed to render the Seller an employee, worker or agent of the Buyer and the Seller shall not hold himself or herself out as

such. This Agreement does not create any mutuality of obligation between the Seller and the Buyer and neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this engagement or during any notice period. The Buyer is not obliged to offer work to the Seller, nor is the Buyer obliged to accept work where it is offered.

- 20.2 The Seller may choose to delegate performance of the Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate. The Buyer has the right to refuse the replacement if, in the reasonable view of the Buyer, the replacement is not sufficiently qualified to undertake the work. The Seller must provide details of the name of the delegate/substitute. The Seller will be responsible for remunerating the delegate/substitute, such that there will be no further payments outside of the agreed terms to pay for any handover period between the Seller and the delegate/substitute. When a delegate/substitute is appointed, the provisions relating to sub-processor obligations under Clause 19 will apply.
- 20.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Seller shall be fully responsible for and shall indemnify the Buyer for and in respect of:
- 20.3.1 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. The Seller shall further indemnify the Buyer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment other than where the latter arise out of the Buyer's negligence or wilful default;
- 20.3.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Seller or any substitute against the Buyer arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Buyer.
- 20.4 The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Seller.
- 20.5 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between 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.

## **21. Notices/Communications**

- 21.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; 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 ore-mail, one Business Day after transmission.
- 21.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **22. Entire Agreement**

- 22.1 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.
- 22.2 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 or negligent misstatement based on any statement in this agreement.

### **23. Force Majeure**

- 23.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 23.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
- 23.2.1 Strikes, lockouts or other industrial action;
  - 23.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
  - 23.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;
  - 23.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
  - 23.2.5 Political interference with the normal operations.

### **24. Assignment and Other Dealings**

- 24.1 The Business may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 24.2 The Buyer shall not, without the prior written consent of the Seller, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

### **25. Survival of Causes of Action**

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

### **26. Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

### **27. Waiver**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. 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 prevent or restrict its further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**28. Variation**

28.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

28.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**29. Law and Jurisdiction**

29.1 This Agreement 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 law of England and Wales.

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