

MASTER SERVICES TERMS AND CONDITIONS

Wahoo Learning

Date: Wednesday, 24 April 2024

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PARTIES

1. The term '**Customer**' as used in these Terms and Conditions shall refer to the individual or entity identified in the Statement of Work, or relevant agreement for the project; and
2. "**Wahoo Learning**" is a trading name of **Cabling Science Limited**, a wholly owned subsidiary of **Wahoo Learning Limited**.

The supplier under these Terms and Conditions is Cabling Science Limited incorporated and registered in England and Wales with company number 3453396 and whose registered address 13 Northern Way, Cropmead, Crewkerne, Somerset, TA18 7HJ (Supplier),

each a **party** and together the **parties**.

BACKGROUND

1. The parties have agreed that the Supplier shall supply services to the Customer on the terms set out in these Terms and Conditions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms and Conditions:

Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Change	means any change to these Terms and Conditions including to any of the Services or to any of Statement of Work;
Change Control Procedure	means the process by which any Change is agreed as set out in clause 8;
Change Request	means a request submitted by a party to effect a Change, in accordance with clause 8;
Commencement Date	means the date of these Terms and Conditions;
Completion	shall, in relation to each Statement of Work, have the meaning given to it in clause 5.2, and Completed and similar expressions shall be construed accordingly;
Confidential Information	has the meaning given in clause 17;
Contract Manager	is the person appointed by each party to represent it in relation to day-to-day matters arising in relation to the Services and these Terms and Conditions;

Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls and Controlled shall be interpreted accordingly;
Customer Default	shall have the meaning given to it in clause 6.3;
Customer Materials	means any material owned by the Customer relating to the Services (and any modifications to that material), including but not limited to any training or other materials supplied by the Customer to the Supplier in order to perform the Services;
Data Protection Laws	means the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018;
Deliverables	means the goods ancillary to the supply of the Services to be supplied by the Supplier to the Customer;
Force Majeure	has the meaning given in clause 19;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Milestone	means an activity, process or outcome described in a Statement of Work relating to the Services to be provided under that Statement of Work;
Milestone Payment	means the percentage of the charges described in the corresponding Statement of Work as being payable by the Customer when the corresponding Milestones have been achieved by the Supplier;
Personal Data	shall have the meaning given to it in the applicable Data Protection Laws;

Services	means the services set out in the applicable Statement of Work, including the Deliverables (where the context permits);
Statement of Work	means the detailed activities, timetable, dependencies and sequence of events which the Supplier shall perform, or procure the performance of, when delivering the Services agreed between the parties pursuant to clause 3.
Term	has the meaning set out in clause 2.1;
VAT	means value-added tax, as defined by the Value Added Tax Act 1994; and

1.2. these Terms and Conditions:

- 1.2.1. a reference to these Terms and Conditions includes its schedules, appendices and annexes (if any);
- 1.2.2. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.5. a reference to legislation is a reference to that legislation as in force as at the date of these Terms and Conditions OR amended, extended, re-enacted or consolidated from time to time.

2. COMMENCEMENT AND TERM

- 2.1. These Terms and Conditions commence on the Commencement Date as stated in the Statement of Work and shall continue unless and until terminated by the parties pursuant to clause 16 or clause 19.3 (the **Term**).

3. STATEMENT OF WORK

- 3.1. The Customer may at any time provide the Supplier with a written request for Services.
- 3.2. Following the Customer's written request for Services:
 - 3.2.1. The Customer shall promptly, and at its cost and expense, provide all necessary information, support, and assistance as may be required by the Supplier from time to time to enable the Supplier to review and prepare the draft Statement of Work;
 - 3.2.2. The Supplier shall prepare a draft Statement of Work for the Customer within a reasonable period of time from the date of receipt of the request for Services;
 - 3.2.3. The Supplier shall update and amend the draft Statement of Work as reasonably required as a result of its interactions with the Customer pursuant to clause 3.2.3; and
 - 3.2.4. The Supplier and the Customer shall sign the Statement of Work once agreed, and the signed Statement of Work shall constitute the order for Services.
- 3.3. Once the Statement of Work has been agreed upon in accordance with clause 3.2, any amendments or withdrawals to the order by the Customer shall only be made through the submission and mutual agreement of a Change Request in accordance with clause 8.
- 3.4. An order shall not constitute a binding obligation on the Supplier to supply the Services until such time as the parties have agreed upon the Statement of Work. The Supplier may accept or reject each order at its absolute discretion.
- 3.5. No variation to a Statement of Work shall be binding unless expressly agreed by the parties in writing.
- 3.6. No Statement of Work shall be placed following the date on which notice to terminate is validly served pursuant to clauses 16 or 19.3.
- 3.7. Each Statement of Work shall form part of and be interpreted in accordance with the provisions of these Terms and Conditions.

4. STATEMENT OF WORK SPECIFICATION

- 4.1. Within 10 Business Days of the date of the applicable Statement of Work, the Supplier shall prepare a detailed specification within the Statement of Work for the Customer's approval, setting out:
 - 4.1.1. A detailed scope of the Services, including each of the tasks identified in the Statement of Work and the applicable Milestone Date assigned to the particular tasks; and
 - 4.1.2. The charges, applicable Milestones, and Milestone Payments.
- 4.2. The Customer shall review and comment on the draft Statement of Work as soon as reasonably practicable. Following such review, the Customer shall approve or reject the draft Statement of Work no later than 20 Business Days after the date on which it was first sent to the Customer.
- 4.3. If the Customer rejects the draft Statement of Work, the Customer shall inform the Supplier in writing of its reasons for rejecting it. The Supplier and the Customer shall work together in good faith to amend the Statement of Work to meet the Customer's requirements. In the event that the parties cannot agree upon the Statement of Work after 20 Business Days, either party may terminate the applicable Statement of Work in accordance with clause 16.
- 4.4. The Supplier reserves the right to amend the Statement of Work specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

5. PERFORMANCE OF THE SERVICES

- 5.1. Following approval of the applicable Statement of Work, the Supplier shall perform the Services in accordance with the Statement of Work and these Terms and Conditions.
- 5.2. Each Statement of Work shall be deemed to have been completed in full and in accordance with the terms of these Terms and Conditions upon delivery of the completion note specified in clause 5.3 (Completion).
- 5.3. Following performance of the Services, the Supplier shall provide a completion note to the Customer stating:
 - 5.3.1. the date and reference number of the Statement of Work;
 - 5.3.2. a description of the Services performed;
 - 5.3.3. the categories, type and quantity of any Deliverables supplied; and

- 5.3.4. any further information identified as being required in the corresponding Statement of Work.
- 5.4. The Customer shall confirm in writing within 10 Business Days of the date of the completion note set in clause 5.3 that it accepts Completion (with such acceptance not to be unreasonably withheld or delayed). If the Customer fails to accept Completion within 10 Business Days of the date of the completion note, it shall be deemed that the Customer accepts Completion.
- 5.5. Time of performance shall not be of the essence. The Supplier shall use its reasonable endeavours to perform the Services in accordance with any dates specified in the Statement of Work. Services which do not specify commencement or end dates shall be performed by the Supplier within a reasonable period of time.
- 5.6. Nothing in these Terms and Conditions shall restrict the Supplier from supplying any services which are the same as or similar to the Services to other customers.

6. CUSTOMER OBLIGATIONS

- 6.1. During the Term, the Supplier agrees to supply, and the Customer agrees to purchase, Services on the terms set out in these Terms and Conditions.
- 6.2. The Customer shall at all times and in all respects:
- 6.2.1. perform its obligations in accordance with the terms of these Terms and Conditions;
 - 6.2.2. ensure that the terms of the Statement of Work and any information it provides, are complete and accurate;
 - 6.2.3. comply with any additional or special responsibilities and obligations of the Customer specified in each Statement of Work;
 - 6.2.4. pay the charges for the Services and the Milestone Payments in accordance with the provisions of clause 12 and the terms of the Statement of Work;
 - 6.2.5. co-operate with the Supplier in all matters arising under these Terms and Conditions or otherwise relating to the performance of the Services;
 - 6.2.6. provide the Customer Materials, and all other information, documents, materials, data or other items necessary for the provision of the Services, to the Supplier in a timely manner;
 - 6.2.7. inform the Supplier in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services or the performance of any Statement of Work;

- 6.2.8. ensure that all tools, equipment, materials or other items provided to the Supplier for the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and
 - 6.2.9. obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services and otherwise comply with its obligations under these Terms and Conditions.
- 6.3. If the Supplier's performance of any of its obligations under these Terms and Conditions is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 6.3.1. without limiting or affecting any other rights or remedy available to it, the Supplier shall have the right to suspend the performance of the Services until the Customer remedies the Customer Default, and the Supplier may rely on the Customer Default to relieve it from performing of any of its obligations to the extent that the Customer Default prevents or delays the Supplier's performance of that obligation;
 - 6.3.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations under clause 6.2; and
 - 6.3.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7. CONTRACT MANAGEMENT AND REPORTING

- 7.1. Each party shall appoint a Contract Manager to act as the main point of contact for the other party in respect of all day-to-day matters relating to the supply of the Services and these Terms and Conditions.
- 7.2. The parties shall ensure that the Contract Managers arrange meetings at fortnightly intervals (or as otherwise agreed by both parties), either in person, by telephone, or via conference call, to discuss the progress of the provision of the Services and to address any disagreements that may arise.

8. CHANGE CONTROL PROCEDURE

- 8.1. Where the Customer or the Supplier sees a need to change these Terms and Conditions (or any of the provisions therein, including the Services or the Statement of Work), the Supplier may at any time request, and the Customer may at any time recommend, such Change and a Change Request shall be submitted by the party requesting/recommending (as applicable) the Change to the other including details of the impact of the Change on the Milestones, Milestone Payments and total charges. Such Change shall be agreed by the parties in writing and the Change Request shall be signed by both parties.
- 8.2. Until such Change is made in accordance with clause 8, the Customer and the Supplier shall, unless otherwise agreed in writing, continue to perform these Terms and Conditions in compliance with its terms prior to such Change.
- 8.3. Any Services or other work required by the Customer which have not been agreed in accordance with the provisions of clause 8 shall be undertaken entirely at the expense and liability of the Customer.

9. WARRANTY

- 9.1. The Customer warrants that:
- 9.1.1. it has the right, power and authority to enter into these Terms and Conditions and grant to the Supplier the rights (if any) contemplated in these Terms and Conditions; and
 - 9.1.2. the Customer Materials and all other information, documents, materials, data or other items provided by the Customer pursuant to these Terms and Conditions do not infringe the Intellectual Property Rights of any third party.
- 9.2. The Supplier warrants that:
- 9.2.1. the Services shall be performed with reasonable care and skill; and
 - 9.2.2. the Services performed and the Deliverables supplied shall be free from material defects at Completion.
- 9.3. Subject to the provisions of clause 9.4, the Supplier shall, at its option, remedy, re-perform or refund the charges of any Services or Deliverables that do not comply with clause 9.2, provided that the Customer serves a written notice on the Supplier that some or all of the Services or Deliverables (as the case may be) do not comply with clause 9.2, and identifying in sufficient detail the nature and extent of the defects within 5 Business Days of Completion.

- 9.4. The Supplier shall not be liable for any breach of clause 9.2 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 9.4.1. a breach by the Customer of any of its obligations under these Terms and Conditions;
 - 9.4.2. an event of Force Majeure;
 - 9.4.3. any design, specification or requirement of the Customer; or
 - 9.4.4. use of the Customer Materials.
- 9.5. Except as set out in this clause 9:
- 9.5.1. the Supplier gives no warranty and makes no representations in relation to the Services; and
 - 9.5.2. shall have no liability for any non-compliance with the warranty in clause 9.2, and the conditions implied by the Supply of Goods and Services Act 1982 ss 12–16 are expressly excluded.
- 9.6. The Customer acknowledges that the Supplier is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services to conform to the Statement of Work or any failure by the Supplier to discharge its obligations under these Terms and Conditions.
- 9.7. Subject to clause 15, the provisions of clause 9.3 set out the Customer’s sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach by the Supplier of its obligations arising out of or in connection with these Terms and Conditions.

10. SUSPENSION OF SERVICES

- 10.1. If, in relation to a Statement of Work, the Customer is in breach of any of its obligations under these Terms and Conditions or if the Supplier is prevented or delayed in performing the Services for any reason attributable to the Customer, employees, agents, representative or subcontractors, then the Supplier (without prejudice to its other rights):
- 10.1.1. may suspend performance of the Services under the relevant Statement of Work or all Statement of Work (as applicable) until such time as the Customer fully remedies its breach or default;
 - 10.1.2. shall not be liable for any losses, damages, costs and expenses incurred by the Customer as a result of such suspension; and
 - 10.1.3. shall recover from the Customer all losses, damages, costs and expenses incurred by the Supplier arising from the Customer's breach of default.

11. PRICE

- 11.1. The preparation of the Statement of Work, including all work and variations up until the date the Statement of Work is either approved by the Customer or the Statement of Work is terminated in accordance with clause 4, shall be charged on a time and materials basis:
- 11.1.1. calculated in accordance with the Supplier's daily fee rates, as set out in the applicable Statement of Work; and
 - 11.1.2. invoiced in accordance with clause 12 and the applicable Statement of Work.
- 11.2. The charges payable by the Customer in respect of the Services shall be set out in the corresponding Statement of Work.
- 11.3. The charges are exclusive of:
- 11.3.1. Shipping and handling fees, customs duties, travel expenses, accommodation costs, materials and equipment costs, and administrative fees, which shall be charged in addition at the Supplier's standard rates, and
 - 11.3.2. VAT (or equivalent sales tax).
- 11.4. The Customer shall reimburse the Supplier for all pre-agreed, reasonable out-of-pocket expenses incurred by the Supplier in the proper provision of the Services, subject to the production of receipts or other evidence as the Customer may reasonably require and will include any such expenses on invoices rendered.

12. PAYMENT

- 12.1. The Supplier may issue its invoice in respect of the Statement of Work at any time after the Statement of Work has been agreed or the applicable Statement of Work has been terminated.
- 12.2. The Supplier shall invoice the Customer according to the schedule set forth in the Statement of Work or project agreement, in accordance with clause 4.
- 12.3. The Supplier shall issue its invoices for each Milestone Payment upon the achievement of the corresponding Milestone.
- 12.4. The Customer shall pay all invoices:
- 12.4.1. in full in cleared funds within 10 Business Days of the date of the invoice; and
 - 12.4.2. to the bank account nominated by the Supplier in the Statement of Work or invoice.
- 12.5. Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
- 12.5.1. the Supplier may, without limiting its other rights, charge interest on such sums at 3% a year above the base rate of the Bank of England from time to time in force; and
 - 12.5.2. interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

13. DATA PROTECTION

Both parties shall comply with the provisions and obligations imposed on it by the Data Protection Laws. The parties shall not process Personal Data on behalf of the other without entering into an appropriate data processing agreement in accordance with Data Protection Laws.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Customer Materials) shall be owned by the Supplier.
- 14.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a non-exclusive, royalty-free, irrevocable licence during the Term of these Terms and Conditions to copy the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.
- 14.3. In the event that the Supplier uses stock-images or other materials licensed to it by a third-party, the Supplier shall include details of the third-party licence terms in the applicable Statement of Work and the Customer acknowledges and agrees to such terms and conditions.
- 14.4. The Customer shall indemnify, defend, and hold harmless the Supplier, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) that may arise due to any allegation or third-party claim of intellectual property infringement or misappropriation related to materials provided by the Customer to the Supplier under these Terms and Conditions. The Customer represents and warrants that it has all necessary rights in and to such materials and that the use of such materials by the Supplier as contemplated by these Terms and Conditions will not infringe upon, misappropriate, or otherwise violate any intellectual property rights of any third party. The Supplier shall promptly notify the Customer of any such claim and shall cooperate with the Customer, at the Customer's expense, in defending any such claim. The Customer will have sole control of the defence of any such claim and all negotiations for its settlement or compromise.
- 14.5. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the Term of the Agreement for the purpose of providing the Services to the Customer.
- 14.6. Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of these Terms and Conditions.
- 14.7. Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired, developed or used in connection with the Intellectual Property Rights or otherwise in connection with these Terms and Conditions provided always that such skills, techniques or know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

15. LIMITATION OF LIABILITY

- 15.1. The extent of the parties' liability under or in connection with these Terms and Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
- 15.2. Subject to clauses 15.5 and 15.6, the total liability of the:
- 15.2.1. Supplier, howsoever arising under or in connection with these Terms and Conditions, shall not exceed 110% of the charges paid or payable by the Customer under these Terms and Conditions in the 12 months preceding the date of the claim; and
- 15.3. Subject to clause 15.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 15.4. Subject to clause 15.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
- loss of profit;
 - loss of or corruption to data;
 - loss of use;
 - loss of production;
 - loss of contract;
 - loss of opportunity;
 - loss of savings, discount or rebate (whether actual or anticipated);
 - harm to reputation or loss of goodwill.
- 15.5. The limitations of liability set out in clause 15.2 shall not apply in respect of liability under any indemnities given by the Customer under these Terms and Conditions and any sums payable in connection with such indemnities shall not be taken into account when aggregating the Customer's liability under clause 15.2.
- 15.6. Notwithstanding any other provision of these Terms and Conditions, the liability of the parties shall not be limited in any way in respect of the following:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; or
 - any other losses which cannot be excluded or limited by applicable law.

16. TERMINATION

- 16.1. These Terms and Conditions may be terminated by either party giving not less than 30 days' notice in writing to the Customer.
- 16.2. Either party may terminate these Terms and Conditions at any time by giving notice in writing to the other party if:
- 16.2.1. the other party commits a material breach of these Terms and Conditions and such breach is not remediable;
 - 16.2.2. the other party commits a material breach of these Terms and Conditions which is not remedied within 30 days of receiving written notice of such breach;
 - 16.2.3. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under these Terms and Conditions or receive any benefit to which it is entitled.
- 16.3. Either party may terminate these Terms and Conditions at any time by giving notice in writing to the other party if that other party:
- 16.3.1. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.3.2. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 16.3.3. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.3.4. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.3.5. has a resolution passed for its winding up;
 - 16.3.6. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.3.7. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 16.3.8. has a freezing order made against it; or
 - 16.3.9. is subject to any events or circumstances analogous to those in clauses 16.3.1 to 16.3.8 in any jurisdiction.

- 16.4. The right of a party to terminate the Terms and Conditions pursuant to clause 16.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to these Terms and Conditions.
- 16.5. The Supplier may terminate these Terms and Conditions at any time by giving not less than 30 days' notice in writing to the Customer if the Customer undergoes a change of Control or if the Customer has announced that it shall undergo a change of Control within two months.
- 16.6. On termination of these Terms and Conditions for any reason:
- 16.6.1. the Supplier shall immediately stop the performance of all Services unless expressly agreed otherwise in relation to all or part of the Services by the Customer in writing;
 - 16.6.2. the Supplier shall promptly invoice the Customer for all Services performed but not yet invoiced;
 - 16.6.3. without prejudice to any additional obligations under clause 13 , the parties shall within 5 Business Days return any materials of the other party then in its possession or control; and
 - 16.6.4. all rights granted to the Customer under these Terms and Conditions, the Statement of Work shall immediately cease.
- 16.7. The following clauses of these Terms and Conditions shall survive termination, howsoever caused:
- clause 9 (warranty);
 - clause 13 (data protection);
 - clause 15 (limitation of liability);
 - clause 16.6 (consequence of termination);
 - clause 17 (confidential information);
 - clause 18 (dispute resolution);
 - clause 21 (notices);
 - clause 31 (third party rights); and
 - clauses 32 (governing law and jurisdiction).
- together with any other provision of these Terms and Conditions which expressly or by implication is intended to survive termination.

17. CONFIDENTIAL INFORMATION

- 17.1. Each party undertakes that it shall keep any information that is confidential in nature concerning the other party including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 17.2.
- 17.2. A party may:
- 17.2.1. disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under these Terms and Conditions, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 17 as if it were a party;
 - 17.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 17.2.3. use Confidential Information only to perform any obligations under these Terms and Conditions.
- 17.3. Each party shall return or destroy all materials containing Confidential Information of the other party upon termination of these Terms and Conditions, or earlier if requested by the other party, and certify in writing that it has done so, except as required to be retained by law.
- 17.4. Each party recognises that any breach or threatened breach of clause 17 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 17.5. Clause 17 shall bind the parties during the Term and for a period of 5 years following termination of these Terms and Conditions.

18. DISPUTE RESOLUTION

- 18.1. Any dispute arising between the parties out of or in connection with these Terms and Conditions shall be dealt with in accordance with the provisions of clause 18.
- 18.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 18.3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 18.3.1. within 7 days of service of the notice, the *contract managers* of the parties shall meet, either in person, by telephone or conference call, to discuss the dispute and attempt to resolve it; and
 - 18.3.2. if the dispute has not been resolved within 7 days of the first meeting of the *contract managers*, then the matter shall be referred to the Directors (or persons of equivalent seniority). The Directors (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.
- 18.4. The specific format for the resolution of the dispute under clause 18.3.1 and, if necessary, clause 18.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 18.5. If the dispute has not been resolved within 14 days of the first meeting of the Directors (or equivalent) under clause 18.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 18.6. Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 18.3 to 18.5 have been completed.

19. FORCE MAJEURE

19.1. In this clause, "Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under these Terms and Conditions, including but not limited to natural disasters, pandemics, war, civil unrest, strikes, lockouts, acts of terrorism, government actions, or failure of suppliers or subcontractors to deliver on time.

19.2. A party shall not be liable if delayed in or prevented from performing its obligations under these Terms and Conditions due to Force Majeure, provided that it:

19.2.1. promptly notifies the other of the Force Majeure event and its expected duration; and

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

19.3. If, due to Force Majeure, a party:

19.3.1. is unable to perform a material obligation; or

19.3.2. is delayed in or prevented from performing its obligations for a continuous period of operation of these Terms and Conditions of more than 30 Business Days,

the other party may terminate these Terms and Conditions on not less than four weeks' written notice.

20. ENTIRE AGREEMENT

20.1. The parties agree that these Terms and Conditions, along with the Statement of Work, constitute the entire agreement between them and supersede all previous agreements, understandings, and arrangements, whether written or oral, in respect of its subject matter.

20.2. Each party acknowledges that it has not entered into these Terms and Conditions in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms and Conditions. No party shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

21. NOTICES

- 21.1. Notices under these Terms and Conditions shall be in writing and sent to a party's address as set out on the first page of these Terms and Conditions (or to the email address set out below). Notices may be given, and shall be deemed received:
- 21.1.1. by first-class post: two (2) Business Days after posting provided that valid proof of posting is provided;
 - 21.1.2. by airmail: seven (7) Business Days after posting provided that valid proof of posting is provided;
 - 21.1.3. by hand: on delivery at the address; and
 - 21.1.4. by email to the supplier project manager in the case of the Supplier and customer project manager in the case of the Customer.
- 21.2. This clause does not apply to notices given in legal proceedings or arbitration.

22. VARIATION

No variation of these Terms and Conditions shall be valid or effective unless it is in writing, refers to these Terms and Conditions and is duly signed or executed by, or on behalf of, each party.

23. ASSIGNMENT

- 23.1. The Customer may not assign, subcontract or encumber any right or obligation under these Terms and Conditions, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).
- 23.2. Notwithstanding clause 23.1, the Customer may assign its rights and obligations under these Terms and Conditions without the Supplier's prior written consent to an affiliate, or to a successor entity in the event of a merger, acquisition, or company restructuring, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement.
- 23.3. The Customer shall notify the Supplier in writing within 30 days of any such assignment, merger, acquisition, or restructuring.
- 23.4. The Supplier may assign, subcontract, or encumber any right or obligation under these Terms and Conditions, in whole or in part, without the Customer's prior written consent

24. SET-OFF

Except as expressly set out in these Terms and Conditions, each party shall pay all sums that it owes to the other party under these Terms and Conditions without any set-off, counterclaim, deduction, or withholding of any kind, except as may be required by law.

25. NO PARTNERSHIP OR AGENCY

The parties are independent businesses and are not partners, principal and agent or employer and employee and these Terms and Conditions does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26. SEVERANCE

- 26.1. If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms and Conditions shall not be affected.
- 26.2. If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27. WAIVER

- 27.1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Terms and Conditions shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 27.2. No single or partial exercise of any right, power or remedy provided by law or under these Terms and Conditions shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 27.3. A waiver of any term, provision, condition or breach of these Terms and Conditions shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

28. COMPLIANCE WITH LAW

- 28.1. Each party shall comply, and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under these Terms and Conditions, its employees, agents, and representatives comply, with all applicable laws and regulations, including Data Protection Laws.
- 28.2. "Data Protection Laws" means all applicable laws and regulations relating to the processing of personal data and privacy, including the UK Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR).
- 28.3. Each party shall maintain appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental loss, destruction, or damage.
- 28.4. The Supplier shall not process personal data on behalf of the Customer without a data processing agreement, in accordance with Data Protection Laws, outlining the scope, nature, and purpose of processing.
- 28.5. In the event of a data breach affecting personal data processed under these Terms and Conditions, the affected party shall promptly notify the other party in writing and cooperate to mitigate the breach, in compliance with Data Protection Laws.
- 28.6. Each party shall assist the other in complying with their obligations under Data Protection Laws, including responding to data subject access requests and ensuring appropriate security measures are in place.

29. CONFLICTS WITHIN TERMS AND CONDITIONS

- 29.1. In the event of any conflict or inconsistency between different parts of these Terms and Conditions, the following descending order of priority applies:
- a) the Statement of Work;
 - b) the terms and conditions in the main body of these Terms and Conditions.
- 29.2. Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

30. COUNTERPARTS

These Terms and Conditions may be agreed to in any number of separate counterparts, each of which when agreed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

31. THIRD PARTY RIGHTS

Except as expressly provided for these Terms and Conditions, a person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of these Terms and Conditions.

32. GOVERNING LAW & JURISDICTION

- 32.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 32.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions, its subject matter or formation (including non-contractual disputes or claims).