

Standard Terms and Conditions

1. DEFINITIONS

1.1 The following definitions apply in these terms and conditions:

Change Order: has the meaning given in clause 6.1.

Charges: the sums payable for the Services as set out in the Proposal.

Contract: an agreement between Allan Webb and the Customer for the performance of Services, consisting of the Proposal incorporating these terms and conditions, that comes into force in accordance with clause 2.1.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Customer: the customer named in the Proposal for whose benefit Allan Webb has agreed to perform the Services.

Customer Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer which is used in the supply of the Services.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Allan Webb in connection with the Services.

Deliverables: any output of the Services to be provided by Allan Webb to the Customer as specified in the Proposal (excluding Supplier Equipment).

IPRs: patents, rights to inventions, copyright and related rights, trade marks and service 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 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.

Permitted Purpose: the purpose of exercising or performing its rights and obligations under or in connection with a Contract.

Privacy Laws: all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation, the Law Enforcement Directive, the Data Protection Act 2018, the Privacy and Electronic Communications Directive and the Privacy and Electronic Communications Regulations 2003.

Proposal: a detailed plan, agreed in accordance with clause 2, describing the services to be provided by Allan Webb, any applicable service levels, the timetable for their performance and the charges payable by the Customer.

Representatives: in relation to a party, its employees, officers, representatives and advisers.

Services: the services which are provided by Allan Webb under the Proposal, including services which are incidental or ancillary to the Services.

Supplier Equipment: any equipment, including tools, systems, cabling or facilities, provided by Allan Webb to the Customer and used directly or indirectly in the supply of the Services, excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

2. PROPOSAL

2.1 The Customer may obtain services from Allan Webb by agreeing the Proposal with Allan Webb. The Customer shall submit a purchase order when the Proposal is agreed, whereupon a Contract shall be formed between Allan Webb and the Customer.

2.2 Allan Webb shall provide the Services from the date specified in the Proposal (the **Effective Date**).

2.3 Once the Proposal has been agreed in accordance with clause 2.1, no amendment shall be made to the Contract except in accordance with clause 6 or clause 16.2.

3. ALLAN WEBB RESPONSIBILITIES

3.1 Allan Webb shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Customer, in accordance with the Proposal in all material respects.

3.2 Allan Webb shall use reasonable endeavours to meet any performance dates specified in the Proposal but any such dates shall be estimates only and time for performance by Allan Webb shall not be of the essence of a Contract.

3.3 Allan Webb shall appoint a manager in respect of the Services as identified in the Proposal. That person shall have authority to contractually bind Allan Webb on all matters relating to the relevant Services (including by signing Change Orders). Allan Webb may replace that person from time to time where reasonably necessary in the interests of Allan Webb's business.

3.4 Allan Webb shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under clause 4.1(e), provided that it shall not be liable under a Contract if, as a result of such observation, it is in breach of any of its obligations under a Contract.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall:

(a) co-operate with Allan Webb in all matters relating to the Services;

- (b) appoint a manager in respect of the Services to be performed as identified in the Proposal. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Services (including by signing Change Orders);
- (c) allow Allan Webb, its agents, subcontractors, consultants and employees access to the Customer premises, office accommodation, data and other facilities as required by Allan Webb at no charge;
- (d) provide to Allan Webb all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under the Proposal or otherwise reasonably required by Allan Webb in connection with the Services in a timely manner and ensure that they are accurate and complete;
- (e) inform Allan Webb of all health and safety and security requirements that apply at the Customer premises. If the Customer wishes to make a change to those requirements which will materially affect provision of the Services, it can only do so via the change control procedure set out in clause 6;
- (f) ensure that all the Customer Equipment is in good working order and suitable for the purposes for which it is used and conforms to all applicable law, regulations, standards or requirements;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Allan Webb to provide the Services, including in relation to the installation of Supplier Equipment, the use of all Customer Materials and the use of the Customer Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- (h) keep and maintain Supplier Equipment in good condition and in accordance with Allan Webb's instructions from time to time and not dispose of or use Supplier Equipment other than in accordance with Allan Webb's written instructions or authorisation; and
- (i) comply with any additional responsibilities of the Customer as set out in the Proposal.

4.2 If Allan Webb's performance of its obligations under a Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Allan Webb shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. NON-SOLICITATION AND EMPLOYMENT

- 5.1 The Customer shall not, without the prior written consent of Allan Webb, at any time from the date on which any Services commence to the expiry of twelve (12) months after the completion of such Services, solicit or entice away from Allan Webb or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Allan Webb in the provision of such Services.
- 5.2 Any consent given by Allan Webb in accordance with clause 5.1 shall be subject to the Customer paying to Allan Webb a sum equivalent to twenty percent (20%) of the then current annual remuneration of

Allan Webb's employee, consultant or subcontractor or, if higher, twenty percent (20%) of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

6. CHANGE CONTROL

- 6.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A **Change Order** shall be a document setting out the proposed changes and the effect that those changes will have on:
 - (a) the Services;
 - (b) the Charges;
 - (c) the timetable for the Services; and
 - (d) any of the other terms of the Proposal.
- 6.2 If Allan Webb wishes to make a change to the Services it shall provide a draft Change Order to the Customer.
- 6.3 If the Customer wishes to make a change to the Services:
 - (a) it shall notify Allan Webb and provide as much detail as Allan Webb reasonably requires of the proposed changes, including the timing of the proposed change; and
 - (b) Allan Webb shall, as soon as reasonably practicable after receiving the information at clause 6.3(a), provide a draft Change Order to the Customer.
- 6.4 If the parties:
 - (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Proposal; or
 - (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 19.

7. CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Services by Allan Webb, the Customer shall pay the Charges.
- 7.2 Allan Webb shall invoice the Customer for the Charges at the intervals specified in the Proposal. If no intervals are so specified, Allan Webb shall invoice the Customer at the end of each month for Services performed during that month.
- 7.3 The Customer shall pay each invoice submitted to it by Allan Webb within thirty (30) days of receipt to a bank account nominated in writing by Allan Webb from time to time.
- 7.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Allan Webb any sum due under a Contract on the due date:
 - (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at four percent (4%) a year above the Bank of England's base rate from time to time; and
 - (b) Allan Webb may suspend part or all of the Services until payment has been made in full.

7.5 All sums payable to Allan Webb:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY RIGHTS (IPRs)

8.1 In relation to the Deliverables:

- (a) Allan Webb and its licensors shall retain ownership of all IPRs in the Deliverables; and
- (b) Allan Webb grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables in accordance with clause 8.2.

8.2 The Customer shall not:

- (a) sub-license, assign or otherwise transfer the rights granted in clause 8.1(b);
- (b) disclose the Deliverables to any third party without Allan Webb's prior written consent;
- (c) copy or reproduce the Deliverables except to such of its officers and employees as may be necessary to make full and proper use of the Services;
- (d) amend or develop the Deliverables without Allan Webb's prior written consent;
- (e) use the Deliverables other than for the purpose for which they were provided in relation to the Services; and
- (f) make any commercial use of the Deliverables.

8.3 The Customer and its licensors shall retain ownership of all IPRs in the Customer Materials. The Customer grants to Allan Webb a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the duration of the relevant Contract for the purpose of providing the Services to the Customer.

8.4 Allan Webb:

- (a) warrants that the receipt and use of the Services and the Deliverables by the Customer in accordance with a Contract shall not infringe the IPRs of any third party;
- (b) shall not be in breach of the warranty at clause 8.4(a) to the extent the infringement arises from:
 - (i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Services or any Deliverable;
 - (ii) any modification of the Services or any Deliverable other than by or on behalf of Allan Webb; and
 - (iii) compliance with the Customer specifications or instructions.

8.5 The Customer warrants that the receipt and use in the performance of Services by Allan Webb, its agents, subcontractors or consultants of the Customer Materials shall not infringe the IPRs of any third party.

9. DATA PRIVACY

9.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) may disclose personal data collected by the Data Discloser (**shared personal data**) to the other party for the Permitted Purpose. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Privacy Laws.

9.2 Each party shall:

- (a) comply with all the obligations imposed on a controller under the Privacy Laws;
- (b) ensure that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data to its Representatives for the Permitted Purpose;
- (c) give full information to any data subject whose personal data may be processed under a Contract of the nature such processing;
- (d) process the shared personal data only for the Permitted Purpose;
- (e) not disclose or allow access to the shared personal data to anyone other than its Representatives;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor complies with the provisions of the Privacy Laws.

9.3 Each party shall assist the other in complying with all applicable requirements of the Privacy Laws. In particular, each party shall:

- (a) promptly inform the other party about the receipt of any data subject access request;
- (b) provide the other party with reasonable assistance in complying with any data subject access request;
- (c) not disclose or release any shared personal data in response to a data subject access request without first consulting the other party wherever possible;
- (d) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Privacy Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the other party without undue delay on becoming aware of any breach of the Privacy Laws;
- (f) at the written direction of the Data Discloser, delete or return shared personal data and copies thereof to the Data Discloser on termination of a Contract unless required by law to store the personal data;
- (g) use compatible technology for the processing of shared personal data to ensure that there is no lack of accuracy resulting from personal data transfers; and

- (h) maintain complete and accurate records and information to demonstrate its compliance with clause 9.
- 9.4 Allan Webb may, at any time on not less than thirty (30) days' notice, revise this clause 9 by replacing it with any applicable controller-to-controller standard clauses.

10. CONFIDENTIALITY

10.1 Where the provisions of the Official Secrets Acts 1911 to 1989 apply to any of the Services, Allan Webb shall comply with its obligations under those provisions and take all reasonable steps to ensure that all Representatives engaged on the Services have notice that the provisions apply to them.

10.2 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with a Contract, including:

- (a) the terms of the Contract;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- (c) any information developed by the parties in the course of carrying out a Contract.

10.3 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

10.4 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the Permitted Purpose; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

10.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

10.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible. Where notice of disclosure is not prohibited and is given in accordance with this clause 10.6, that party shall take into account the reasonable requests of the other party in relation to the content of such disclosure.

10.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from these terms and conditions.

11. LIMITATION OF LIABILITY

11.1 The limits and exclusions in this clause reflect the insurance cover Allan Webb has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss. References in this clause 11 to liability include every kind of liability arising under or in connection with a Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

11.3 Nothing in a Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud, or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

11.4 Subject to clause 11.3, Allan Webb's total liability to the Customer in respect of any Services shall not exceed:

- (a) (if the Contract was entered into more than twelve (12) months previously) the total charges paid by the Customer under the relevant Contract during the twelve (12) months immediately prior to the event giving rise to the liability; or
- (b) (if the Contract was entered into less than twelve (12) months previously) the total charges payable by the Customer under the relevant Contract during its first twelve (12) months.

11.5 Subject to clause 11.3, Allan Webb's total liability to the Customer in respect of any other liability shall not exceed one hundred thousand pounds (£100,000).

11.6 Neither party shall be liable for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, or for any indirect or consequential loss.

12. COMPLIANCE WITH LAWS

12.1 Each party agrees that it shall:

- (a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (**Corruption Laws**);
- (b) maintain in place throughout the term of a Contract its own policies and procedures to ensure compliance with the Corruption Laws and will enforce them where appropriate;
- (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of a Contract; and
- (d) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of its organisation or acquires a direct or indirect interest in it, and it warrants that it has no foreign public officials as direct or indirect owners, officers or employees or at the Effective Date.

12.2 Each party shall perform its obligations under a Contract in accordance with all applicable laws and regulations regarding national security and export control.

12.3 Each party shall perform its obligations under a Contract in accordance with all applicable laws and regulations regarding health and safety.

12.4 Neither party shall unlawfully discriminate within the meaning and scope of the Equality Act 2010. Each party agrees to take reasonable efforts to secure the observance of the provisions of clause 12.2 by any of its Representatives who are engaged in the Permitted Purpose.

12.5 Where the Customer is subject to the requirements of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (together the **FOIA**), Allan Webb:

- (a) acknowledges that the Customer may be required to disclose information without consulting or obtaining Allan Webb's consent (provided that the Customer shall take reasonable steps to notify Allan Webb of a request for information and to consult with Allan Webb prior to disclosing any information pursuant to that request), and that the Customer shall be responsible for determining whether any information is exempt from disclosure;
- (b) shall provide all necessary assistance and co-operation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA;
- (c) shall transfer to the Customer all requests for information relating to a Contract that it receives as soon as reasonably practicable;
- (d) shall provide the Customer with a copy of all information held on behalf of the Customer which is requested in a request for information and which is in Allan Webb's possession or control within seven (7) days of the Customer's request for such information; and
- (e) shall not respond to a request for information addressed to the Customer unless authorised to do so by the Customer.

13. DURATION AND TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate a Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of that Contract and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes the Proposal for or enters into any compromise or arrangement with any of its creditors;
- (d) 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 the other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
- (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (h) a creditor or encumbrancer of the other party 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 fourteen (14) days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(h) (inclusive);
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) a Force Majeure Event prevents, hinders or delays the other party's performance of its obligations under that Contract for a continuous period of more than four (4) weeks.

13.2 Without affecting any other right or remedy available to it, Allan Webb may terminate a Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under that Contract, or any other Contract made between Allan Webb and the Customer, on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;

- (b) the Customer repeatedly breaches any of the terms of that Contract in such a manner as to reasonably justify the opinion that the Customer's conduct is inconsistent with it having the intention or ability to give effect to the terms of that Contract; or
- (c) there is a change of Control of the Customer.

14. CONSEQUENCES OF TERMINATION

14.1 On termination or expiry of a Contract:

- (a) Allan Webb shall immediately cease to perform the Services set out in the relevant Proposal;
- (b) the Customer shall immediately pay to Allan Webb all of Allan Webb's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Allan Webb may submit an invoice, which shall be payable immediately on receipt;
- (c) the Customer shall, within a reasonable time, return all of Supplier Equipment. If the Customer fails to do so, then Allan Webb may enter the Customer premises and take possession of Supplier Equipment. Until Supplier Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and
- (d) Allan Webb shall on request return any of the Customer Materials not used up in the provision of the Services.

14.2 Any of these terms and conditions that expressly or by implication are intended to come into or continue in force on or after termination or expiry of a Contract shall remain in full force and effect.

14.3 Termination or expiry of a Contract shall not affect the continuance in force any other Contract between Allan Webb and the Customer, nor 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.

15. FORCE MAJEURE

15.1 **Force Majeure Event** means any circumstance not within a party's reasonable control, including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident; [any labour or trade dispute, strikes, industrial action or lockouts (other than, in each case, by the party seeking to rely on this clause), and interruption or failure of utility service.

15.2 Provided it has complied with clause 15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under a Contract by a Force Majeure Event (the **Affected Party**), the Affected Party shall not be in breach of a Contract or otherwise liable

for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.4 The Affected Party shall:

- (a) notify the other party of the Force Majeure Event as soon as reasonably practicable after the start of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16. MISCELLANEOUS PROVISIONS

16.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under a Contract. Allan Webb may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under a Contract, provided that Allan Webb gives prior written notice of such dealing to the Customer.

16.2 Subject to clause 6, no variation of a Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.3 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.4 The rights and remedies provided under a Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

16.5 If any provision of a Contract is or becomes invalid or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of a Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.6 The Contract constitutes the entire agreement between the parties to the exclusion of any other terms that the Customer seeks to impose or incorporate (including any terms which are contained in the Customer purchase order or any other document issued by the Customer to Allan Webb prior to commencement of the Services), or which are implied by law, trade custom, practice or course of dealing. The Contract supersedes and extinguishes all previous agreements between them, whether written or oral, relating to its

subject matter. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from a Contract. 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 a Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in a Contract.

16.7 If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of the Proposal, the provisions of the Proposal shall prevail.

16.8 Neither these terms and conditions nor any Proposal gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.

17. NOTICES

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

- (a) delivered by hand;
- (b) sent by pre-paid first-class post;
- (c) sent by courier or other recorded delivery service; or
- (d) sent by email.

17.2 Subject to any alternative details agreed in relation to the Proposal:

- (a) Allan Webb's address for service shall be its registered office;
- (b) Allan Webb's email address for service shall be commercial@allanwebb.co.uk; and
- (c) the Customer's address and email address for service shall be the address stated in a Contract.

17.3 Any notice shall be addressed to or marked for the attention of the manager appointed by the other party pursuant to clause 3.3 or 4.1(b).

17.4 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post, at 9am on the third (3rd) day after posting to the proper address;
- (c) if sent by courier or other recorded delivery service, at the time recorded by the courier or delivery service; or
- (d) if sent by email, at the time the email is received in the recipient's mailbox.

17.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.6 A notice given under a Contract is not valid if sent by fax.

18. INTERPRETATION

18.1 In these terms and conditions, a reference to:

- (a) **these terms and conditions** is a reference to these terms and conditions as varied or novated (in each case, other than in breach

of the provisions of these terms and conditions) from time to time, but excludes the Proposal;

- (b) a clause is to the clause of these terms and conditions;
- (c) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (e) **writing** or **written** includes email but not fax;
- (f) **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (g) **adequate procedures** and **foreign public official** shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act); and
- (h) **controller**, **processor**, **data subject**, **personal data**, **processing** and **appropriate technical and organisational measures** shall be construed in accordance with the Privacy Laws in force at the time.

18.2 Each Contract shall be binding on, and enure to the benefit of, Allan Webb and the Customer and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

18.3 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

19. DISPUTE RESOLUTION PROCEDURE

19.1 If a dispute arises out of or in connection with a Contract or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the managers appointed by the parties pursuant to clause 3.3 or 4.1(b) shall attempt in good faith to resolve the Dispute;
- (b) if they are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to Allan Webb's operations director and a director or senior executive officer of the Customer who shall attempt in good faith to resolve it; and
- (c) if they are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties may (but only if they both agree) attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by the CEDR. To initiate the mediation, the parties shall jointly instruct the CEDR.

19.2 If the parties agree to refer the Dispute to mediation, then neither party may commence any court proceedings under clause 19.3 in relation to the whole or part of the Dispute until ninety (90) days after the CEDR is first jointly-instructed. This clause shall not prevent either party from seeking emergency or injunctive relief at any time.

19.3 Subject to the foregoing provisions of clause 19, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with a Contract or its subject matter or formation.

19.4 Each Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.