

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Contract:

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.

Conditions: these terms and conditions, as amended from time to time.

Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with these Conditions and the Quotation.

Customer: the person or firm who purchases the Services from the Supplier.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Laws: as applicable and binding on the Customer, the Supplier and/or the Services:

- (a) the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or
- (b) the General Data Protection Regulation (EU) 2016/679 and/or any corresponding or equivalent national laws or regulations;
- (c) and any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

Documentation: the documents made available to the Customer by the Supplier online via <https://www.weekly10.com> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the earlier of:

- (a) the Customer issuing written acceptance (including via fax or email) of the Supplier's Quotation; or
- (b) any act by the Customer consistent with accepting the Supplier's Quotation or using the Services or fulfilling this Contract.

Initial Subscription Term: the initial term of this Contract as set out in the Quotation.

Normal Business Hours: 9.00 am to 6.00 pm local UK time, each Business Day.

Personnel: the employees of the Supplier or any employees of the sub-contractor of the Supplier who are to be engaged in providing the Services.

Quotation: the quotation provided by the Supplier to the Customer in relation to the Services.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier to the Customer under this Contract via <https://www.weekly10.net>, <https://www.weekly10.com> any sub-domain under www.weekly10.net and www.weekly10.com, or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in clause 8 and the provided quotation

Subscription Term: has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier: Binary Geek Limited (trading as Weekly10) incorporated and registered in England and Wales with company number 08225904.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Contract.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.9 A reference to writing or written excludes faxes and e-mail, unless expressly stated otherwise.

1.10 References to clauses and schedules are to the clauses and schedules of this Contract; references to paragraphs are to paragraphs of the relevant schedule to this Contract.

2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this Contract, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed 1 per individual user account.
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- (c) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential.

2.3 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services, and shall use reasonable endeavours to prevent the distribution or transmission of any Viruses or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - i. and except to the extent expressly permitted under this Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2;

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

2.7 Subject to clauses 2.1 to 2.6, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph the quote provided and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Contract.

2.8 If the Customer wishes to purchase additional User Subscriptions, the Customer can add new Authorised Users by contacting support at contact@weekly10.com. Any additional Authorised Users purchased by the Customer in accordance with this clause 2.8 during a rolling monthly window that are not included in the current User Subscriptions will be invoiced at the next monthly invoice date as set out in paragraph 1 of the Quotation.

3. SUPPORT

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Contract.

3.2 The Supplier shall use reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 7.00 am UK time or on such other days and/or times as may be agreed between the parties acting reasonably; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 'Normal Business Hours' notice in advance.

3.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer's nominated users (the number and identity of whom shall be agreed between the parties from time to time) with the Supplier's standard customer support services during Normal Business Hours via e-mail at contact@weekly10.com or as otherwise advised from time to time. All enquiries will receive acknowledgement from the Supplier within one Business Day of receipt. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

4. CUSTOMER DATA

4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.2 The Supplier shall follow its archiving procedures for Customer Data as set out in its back-up policy available on request in writing as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its back-up policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

4.3 The Supplier shall, in providing the Services:

- (a) comply with all Data Protection Laws in connection with the processing of Customer Data, the Services and the exercise and performance of its respective rights and obligations under this Contract, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
- (b) comply with its privacy and data protection policy as may be updated from time to time by the Supplier.

4.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Contract, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this Contract;
- (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Contract on the Customer's behalf;
- (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) the Supplier shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by the Customer from time to time; and
- (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. SUPPLIER'S OBLIGATIONS

6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.

6.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.

7. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide the Supplier with:
 - i. all necessary co-operation in relation to this Contract; and
 - ii. all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this Contract;
- (c) carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and
- (h) to the extent that it imposes obligations on the Customer as a data controller, comply with the Supplier's privacy and data protection policy relating to the privacy and security of the Customer Data.

8. CHARGES AND PAYMENT

8.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 8. The Supplier shall issue invoices on the dates detailed in the Quotation for the Subscription Fees in advance of the period to which they relate.

8.2 The Customer shall pay the Subscription Fees and any other costs included in an invoice by bank transfer within 30 days of the issue date of the invoice (the **due date**).

8.3 If the Supplier has not received payment by the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may:

- (a) without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

8.4 All amounts and fees stated or referred to in this Contract are, subject to clause 13, non-cancellable, non-refundable and exclusive of value added tax where applicable.

8.5 If, at any time an individual user or Authorised User utilises greater than 1GB of attachment storage on the platform, the Supplier reserves the right to invoice for excess storage use as detailed in the Quotation.

8.6 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 2.8 and/or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 60 days' prior notice to the Customer.

9. PROPRIETARY RIGHTS

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Contract does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;

- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Contract.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 Without prejudice to their confidentiality obligations in this Contract, the parties shall not, and shall procure that their employees, representatives, agents, advisers and sub-contractors shall not, make any announcement, or comment upon, or originate any publicity or press release or otherwise provide any information to any third party (other than to its legal advisers or except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or any court or other authority of competent jurisdiction) concerning this Contract, its existence, contents or use without the prior written consent of the other party.

10.8 Neither party shall identify the other party in any promotional, advertising or other materials to be disseminated to the public or any third party or use any trade mark, symbol or company name of the other party without the prior written consent of the other party.

10.9 This clause 10 shall survive termination of this Contract, howsoever arising.

11. LIMITATION OF LIABILITY

11.1 This clause 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this Contract;
- (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

11.2 Except as expressly and specifically provided in this Contract:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis as agreed at the date of this Contract.

11.3 Nothing in this Contract excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation

11.4 Subject to clause 11.2 and clause 11.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for (i) any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or (ii) for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract; and
- (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

12. INSURANCE

12.1 The Supplier shall throughout the term of this Contract and for a period of six (6) years following termination or expiry at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under this Contract but including:

- (a) public liability insurance for a minimum amount of cover of £5 million for each occurrence;
- (b) product liability insurance for a minimum amount of cover of £5 million for each occurrence;
- (c) professional indemnity insurance for a minimum amount of cover of £5 million for each occurrence;
- (d) employers' liability insurance for a minimum amount of cover of £5 million per claim, each a "Policy" and together the "Policies".

12.2 The Supplier shall, on the written request of the Customer from time to time, provide the Customer with reasonable details of each of the Policies and, on the renewal of each Policy, the Supplier shall send a copy of the premium receipt to the Customer when requested to do so in writing by the Customer.

12.3 The Supplier shall not, during the term of this Contract act or refrain from acting in such a way as would entitle the underwriter(s) of the Policies to avoid or refute their liability to deal with any claim(s) which would otherwise be covered.

13. TERM AND TERMINATION

13.1 This Contract shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Contract shall be automatically renewed for successive periods as laid out in the Quotation (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, via e-mail or user account settings at least 1 month before the end of the Initial Subscription Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Contract; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2 Either Party may immediately terminate this Contract without payment of compensation or other damages caused to the other Party solely by such termination by giving notice in writing to the other Party if any one or more of the following events happens:

- (a) the other Party commits a material breach of any of its obligations under this Contract which is incapable of remedy;
- (b) the other Party commits a material breach of its obligations under this Contract which is capable of remedy and fails to remedy it or persists in such breach after thirty (30) days of having been required in writing to remedy or desist;
- (c) the other Party:
- i. suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - ii. calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
 - iii. has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
 - iv. has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
 - v. takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
 - vii. has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
 - viii. has any distress, execution or sequestration or other such process levied or enforced on any of its assets;
 - ix. has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this clause 13.2(c); or
- (d) the other Party ceases to carry on all or a substantial part of its business.
- 13.3 Where the Customer has, pursuant to this clause 13, a right to terminate this Contract then it may, acting reasonably, by written notice to the Supplier elect to terminate only part of this Contract.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1 The termination of this Contract shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.
- 14.2 Upon termination of this Contract for any reason whatsoever:
- (a) (subject to clause 14.1 above), the relationship of the Parties shall cease and any rights and licences granted under or pursuant to this Contract shall cease to have effect save as (as to the extent) expressly provided for in this clause 14;
 - (b) the provisions of clauses 1 (Interpretation), 10 (Confidentiality), 11 (Limitation of Liability), 12 (Insurance), 14 (Consequences of Termination), 25 (Notices), and any other provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and
 - (c) the Supplier shall immediately return to the Customer (or if the Customer so requests by notice in writing, destroy) all of the Customer's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so in writing to the Customer within 30 days of termination, and shall make no further use of such Confidential Information.
- 15. FORCE MAJEURE**
- The Supplier shall have no liability to the Customer under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 16. CONFLICT**
- If there is an inconsistency between any of the provisions in the main body of this Contract and the Schedules, the provisions in the main body of this Contract shall prevail.
- 17. VARIATION**
- No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18. WAIVER**
- No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19. RIGHTS AND REMEDIES**
- Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 20. SEVERANCE**
- 20.1 If any provision (or part of a provision) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 21. ENTIRE AGREEMENT**
- 21.1 This Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 21.2 Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Contract or not) relating to the subject matter of this Contract, other than as expressly set out in this Contract.
- 22. ASSIGNMENT**
- 22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 23. NO PARTNERSHIP OR AGENCY**
- Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 24. THIRD PARTY RIGHTS**
- This Contract does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 25. NOTICES**
- 25.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) 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 or commercial courier
- 25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 26. GOVERNING LAW**
- This Contract 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.
- 27. JURISDICTION**
- 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 Contract or its subject matter or formation (including non-contractual disputes or claims).