

TAG GUARD LIMITED – STANDARD TERMS & CONDITIONS

1. INTERPRETATION

1.1 The following definitions apply in these conditions:

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

"**Charges**" means the charges payable by the Customer for the supply of the Services in accordance with clause 5.

"**Conditions**" means these terms and conditions as amended from time.

"**Contract**" means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

"**Customer**" means the entity or entities which purchases Services from the Supplier, as stated in the Order.

"**Data Protection Legislation**" means (i) until GDPR comes into force in the UK, the Data Protection Act 1998; (ii) for so long as GDPR is directly applicable in the UK, it shall mean GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (including without limitation the Data Protection Act 1998); and (iii) any successor legislation to GDPR and/or the Data Protection Act 1998.

"**GDPR**" means the General Data Protection Regulation ((EU) 2016/679)

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Liability**" means direct or indirect liability arising under any legal theory, including without limitation contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise, in each case arising out of, in relation to or in connection with a Contract.

"**Order**" means the Customer's order for Services as set out overleaf.

"**Order Acceptance**" means the Supplier's written acceptance of the Order.

"**Services**" means the services, including any deliverables produced as part of the provision of the Services (but excluding the Supplier Materials), supplied by the Supplier to the Customer as set out in the Specification.

"**Site**" means the location(s) in relation to which the Services are to be performed, as set out in the Order.

"**Specification**" means the description or specification of the Services selected by the Customer in the Order, as amended by the Order Acceptance (where applicable).

"**Supplier**" means Tag Guard Limited, a company registered in England and Wales with company number 03189245.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the terms **including, include, in particular, for example** 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.

1.4 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 Signature and submission of an Order by the Customer constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier submits to the Customer its Order Acceptance (and for the avoidance of doubt an acknowledgement of receipt of the Order will not constitute acceptance), at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force, and are for guidance only.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

3. SUPPLY OF SERVICES

3.1 The Supplier shall use reasonable endeavours to meet any performance dates requested in the Order (as varied by the Order Acceptance, where applicable), but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.2 The Supplier reserves the right to amend the 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.

3.3 The Supplier warrants to the Customer that the Services will be provided (i) using reasonable care and skill; and (ii) in accordance with the Specification in all material respects (together, "**Warranty**").

3.4 If part of the Services does not substantially comply with the Warranty and the Customer so informs the Supplier in writing within 3 Business Days of performance of the relevant part of the Services, the Supplier shall, for no additional charge, at its option either (i) carry out any work necessary in order to ensure that the relevant part of the Services substantially complies with the Warranty, or (ii) re-perform the relevant part of the Services.

3.5 Clause 3.4 shall not apply to the extent that any failure of the Services to comply substantially with the Warranty is caused or contributed to by any materials, instructions or other matters supplied by the Customer, or any failure by the Customer to fully comply with its obligations under the Contract.

3.6 The Contract sets out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into the Contract (whether by statute or otherwise) are hereby expressly excluded.

3.7 The Customer acknowledges that the Services do not comprise any form of guarantee or insurance against theft, intrusion, vandalism, damage (deliberate or otherwise), fire or security breaches at the Site (each being an "**Event**"). For the avoidance of doubt, the occurrence of an Event shall not of itself constitute a breach of the Warranty, and nor shall the occurrence of an Event of itself give rise to any Liability on the part of the Supplier.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification or subsequently are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier (including all utilities & telecommunication facilities). This shall include the provision of any power supplies requested or otherwise required by the Supplier, which must be installed and tested by the Customer prior to the commencement of the Services;

4.1.4 provide the Supplier with (and keep fully up-to-date) such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects (including information in relation to working and operational patterns and changes thereto);

4.1.5 prepare the Customer's premises for the supply of the Services;

4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

4.1.7 comply with all applicable laws (including health and safety laws), along with the health and safety policies of the Supplier and good industry practice;

4.1.8 notify the Supplier sufficiently in advance of any Customer health and safety or other policies which the Customer requires Supplier personnel to comply with whilst performing the Services;

4.1.9 keep all materials, equipment, documents and other property of the Supplier, (including cameras, motion sensors, lighting and other security equipment) ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk; maintain the Supplier Materials in good condition until returned to the Supplier; not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; not hide, deface or obscure any markings on the Supplier Materials identifying them as property of the Supplier; and notify the Supplier in writing within 2 Business Days of any damage to, loss of or malfunction of any Supplier Materials;

4.1.10 where the Site is rental property in Scotland, ensure that its landlord (and any other owners of the Site) are aware that the Supplier Materials are the property of the Supplier, and ensure that

they are not subject to any claim by such landlord/owners (including in relation to the doctrine of "Landlord's Hypothec").

- 4.1.11 comply with any additional obligations as set out in the Specification; and
- 4.1.12 notify the Supplier within 2 Business Days of any event, incident or occurrence at Site which relates directly or indirectly to the Services (including any Event). The Customer authorises the Supplier to notify its insurers regarding any such event, incident or occurrence and to provide said insurers with full details in relation thereto.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (including its obligations under clause 4.1) ("**Customer Default**"), then:
 - 4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, restricts or delays the Supplier's performance of any of its obligations;
 - 4.2.2 the Supplier shall not be liable for any cost, expense, loss or Liability sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4; and
 - 4.2.3 the Customer shall, on written demand:
 - 4.2.3.1 reimburse the Supplier for any costs, expenses or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default; and
 - 4.2.3.2 pay the Supplier at the Supplier's then-standard rates for any additional services over and above the Services performed by the Supplier as a result of such Customer Default (including where the Supplier attends Site as a result of an alarm being set off due to a change in operational patterns not notified to the Supplier at least 3 Business Days in advance).

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be calculated on a time and materials basis:
 - 5.1.1 the Charges shall be calculated in accordance with the Supplier's monthly fee rates, as set out in the Order; and
 - 5.1.2 the Supplier's monthly fee rates for the Services are calculated on the basis of each separate chargeable element as set out in the Order.
- 5.2 The Supplier reserves the right to increase the Charges from time-to-time, subject to the provision of not less than 30 days' written notice prior to any such increase. If the Customer does not accept the proposed Charges increase, then it must so notify the Supplier within 14 days of the date of such notice (failing which the Customer shall be deemed to have accepted the increased Charges), and the Supplier may (at its option) withdraw the proposed Charges increase or terminate the Contract in accordance with clause 9.1 (except that the notice period specified in clause 9.1 shall be shortened to the remainder of the period of notice given for the proposed Charges increase).
- 5.3 Subject to the terms of the Order:
 - 5.3.1 the Supplier shall, on or around the Commencement Date, issue an invoice to the Customer for those Charges relating to the calendar month in which the Commencement Date occurs (on a pro-rata basis where the Commencement Date is a date other than the first day of a calendar month); and
 - 5.3.2 thereafter, the Supplier shall issue an invoice on or around the first day of each calendar month for those Charges relating to that calendar month.
- 5.4 The Customer shall pay each invoice submitted by the Supplier:
 - 5.4.1 immediately upon receipt (or such longer period as is specified in the Order Acceptance); and
 - 5.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, 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 5.6 will accrue each day at 9% per year above the Bank of England's base rate from time to time, compounded at the end of each calendar month.

- 5.7 All amounts due from the Customer under the Contract 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).
- 5.8 Where the Customer comprises two or more entities, then each such entity shall be jointly and severally liable to the Supplier for any and all liabilities of the Customer under the Contract.
- 5.9 It shall be entirely at the Supplier's discretion whether or not to accept payment by a third party of any sum due from the Customer under the Contract, notwithstanding any previous acceptance of third party payment(s) by the Supplier.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 6.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use any deliverables produced by the Supplier as part of performing the Services, solely for the purpose of receiving and using the Services in its business.
- 6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2 without the Supplier's express written consent.
- 6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7. DATA PROTECTION AND DATA PROCESSING

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
- 7.3 Without prejudice to the generality of clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any and all personal data transferred to the Supplier for the duration and purposes of the Contract.
- 7.4 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process personal data. Consequently, the Supplier will not be liable for any claim brought by a data subject arising from any act or omission by the Supplier, to the extent that such action or omission resulted from the Customer's instructions or failure to adequately instruct the Supplier. The Customer hereby indemnifies and agrees to hold harmless the Supplier against any liability, costs, or damage incurred as a direct or indirect result thereof.
- 7.5 Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - 7.5.1 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 7.5.2 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 7.5.3 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained or the following conditions are fulfilled:
 - 7.5.3.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 7.5.3.2 the data subject has enforceable rights and effective legal remedies;
 - 7.5.3.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 7.5.3.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

- 7.5.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 7.5.5 notify the Customer without undue delay on becoming aware of a personal data breach.
- 7.6 The Customer consents to the Supplier appointing third-party processors of personal data under the Contract.

8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 8.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:
 - 8.1.1 death or personal injury caused by its negligence;
 - 8.1.2 fraud or fraudulent misrepresentation; or
 - 8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 8.1.4 any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, the Supplier shall not have any Liability to the Customer for any:
 - 8.2.1 direct or indirect loss of profits or anticipated profits;
 - 8.2.2 direct or indirect loss of sales, revenue, opportunity or business;
 - 8.2.3 direct or indirect loss of agreements or contracts;
 - 8.2.4 direct or indirect loss of anticipated savings;
 - 8.2.5 direct or indirect loss of or damage to goodwill or reputation;
 - 8.2.6 direct or indirect loss of use of, corruption of or unauthorised access to or use of software, data or information;
 - 8.2.7 direct or indirect financial or economic loss;
 - 8.2.8 loss of or damage to goods, materials or equipment as a result of an Event; or
 - 8.2.9 indirect or consequential loss.
- 8.3 Subject to clauses 8.1 and 8.4, the Supplier's total Liability to the Customer under the Contract shall not exceed the total Charges payable by the Customer under the Contract.
- 8.4 The Supplier shall, at its option, rectify or procure rectification of or compensate the Customer for the cost of rectifying damage to property arising out of the Contract to the extent that such damage is caused by the negligence of the Supplier (which, for the avoidance of doubt, shall not include damage to property occurring as a result of an Event conducted or performed by any third party). The maximum aggregate value of the Contractor's Liability under this clause 8.4 during the term of the Contract shall be £500,000.00.
- 8.5 Where the Customer is obtaining the Services for or on behalf of a third party (such third party and, where applicable, that third party's onward customers, and any owner of the Site, each being an "**End User**"), then the Customer shall indemnify the Supplier against any Liability to such End User(s) to the extent that such Liability is in excess of the Liability that the Supplier would have to the Customer under the Contract.
- 8.6 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 the Contract.
- 8.7 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice, provided that no such notice may be given during the three month period following the Commencement Date.
- 9.2 Without affecting any other right or remedy available to it, the Supplier may (at its absolute discretion) suspend performance of the Services or terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 9.2.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so;
 - 9.2.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 9.2.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

- 9.2.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 9.2.5 the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.3 Where the Supplier suspends performance of the Services in accordance with clause 9.2, it may subsequently terminate the Contract for the same cause (so long as such cause continues to subsist).
- 9.4 For the avoidance of doubt, suspension of performance of the Services by the Supplier in accordance with its rights under the Contract or at law shall not entitle the Customer to (i) delay payment for Services provided prior to the suspension, or (ii) suspend its obligation to pay the Charges during such period of suspension (and the parties acknowledge that it is a reasonable pre-estimate of the loss suffered by the Supplier in an inability to re-deploy personnel and/or equipment during such a period of suspension to continue to apply the Charges during such suspension period).
- 9.5 The Customer acknowledges that, during any period of suspension of performance of the Services and/or following termination of the Contract, it shall be entirely the responsibility of the Customer to arrange any alternative contractor to provide services in place of the Services, or otherwise to take such steps as it deems appropriate. Without prejudice to any provision of these conditions limiting the liability of the Supplier in the case of an Event during the provision of the Services, the Supplier shall have absolutely no Liability whatsoever in relation to any Event occurring during such a suspension or following such a termination.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract:

- 10.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 10.1.2 the Customer shall immediately return all of the Supplier Materials to the place nominated by the Supplier. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose whatsoever.
- 10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. GENERAL

- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 **Assignment and other dealings.**
- 11.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 11.3 **Confidentiality.**
- 11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.
- 11.3.2 Each party may disclose the other party's confidential information:
- 11.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
- 11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.4 **Entire agreement.**

- 11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.8 **Notices.**
- 11.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
- 11.8.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service (if earlier); or, if sent by email, at 9.00 am on the next Business Day after transmission.
- 11.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.9 **Third party rights.**
- 11.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 11.10 **Governing law.** The 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.
- 11.11 **Jurisdiction.** 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 the Contract or its subject matter or formation.