Terms and Conditions of Empresa Psychology Ltd

1. Definitions and interpretation

1.1. In these Conditions, the following definitions apply:

Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday;
Completion	has the meaning given in clause 6.2;
Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to, the Contract;
Contract	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures and statements of work;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls**, **Controlled** and **under common Control** shall be construed accordingly;
Customer	means the named party in the Contract which has agreed to purchase the Services from the Supplier and whose details are set out in the Order;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;

Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Location	means the address or addresses for performance of the Services as set out in the Order;
Order	means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out in Schedule 1;
Price	has the meaning set out in clause 3.1;
Services	means the Services set out in the Order and to be performed by the Supplier for the Customer in accordance with the Contract;

Specification	means the description or Documentation provided for the Services set out or referred to in the Contract;
Supplier	means Empresa Psychology Ltd, a company incorporated and registered in England, United Kingdom with company number 15876341, whose registered address is at Empresa Psychology Ltd C/O Elliot Woolfe & Rose Limited, Devonshire House, 582 Honeypot Lane, Stanmore, Middlesex, United Kingdom, HA7 1JS;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2. In these Conditions, unless the context requires otherwise:

1.2.1. a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2. any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

1.2.3. a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;

1.2.4. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;

1.2.5. a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6. a reference to a gender includes each other gender;

1.2.7. words in the singular include the plural and vice versa;

1.2.8. any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.9. a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form ;

1.2.10. a reference to legislation is a reference to that legislation as in force at the date of the Contract.

1.2.11. a reference to legislation includes all subordinate legislation made as at the date of the Contract and

1.2.12. a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. Application of these conditions

2.1. These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3. No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.

2.4. Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to the Contract including these Conditions.

2.5. If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.

2.6. The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier for *10* Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.

2.7. The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:

2.7.1. the Supplier's written acceptance of the Order; or

2.7.2. the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).

2.8. Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.9. The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.

2.10. Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. Price

3.1. The price payable by the Customer for the Services shall be as set out in the Order or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (the **Price**).

3.2. The Prices are exclusive of:

3.2.1. disbursements and taxes which shall be charged in addition at the Supplier's standard rates, and

3.2.2. VAT (or equivalent sales tax).

3.3. The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

4. Payment

4.1. The Supplier shall invoice the Customer for the Services, partially or in full, at any time following acceptance of the Order.

4.2. The Customer shall pay all invoices:

4.2.1. in full without deduction or set-off, in cleared funds within 5 Business Days of the date of each invoice; and

4.2.2. to the bank account nominated by the Supplier.

4.3. Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1. the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of Barclays Bank plc from time to time in force; and

4.3.2. interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6. Performance

6.1. The Services shall be performed by the Supplier at the Location.

6.2. The Services shall be deemed performed on completion of the performance of the Services in accordance with the Order (Completion).

6.3. The Supplier may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.4. Each performance of the Services shall be accompanied by a **performance note** stating:

6.4.1. the date of the Order;

6.4.2. the relevant Customer and Supplier details;

6.4.3. the category, type and quantity of Services performed; and

6.4.4. any special instructions.

6.5. The Supplier shall not be liable for any delay in performing, or failure to perform, the Services directly or indirectly caused or contributed to by:

6.5.1. the Customer's failure to make the Performance Location available;

6.5.2. the Customer's failure to prepare the Performance Location as required for the performance of the Services;

6.5.3. the Customer's failure to provide the Supplier with adequate instructions for performance of the Services;

6.5.4. the Customer's failure to comply with any of its obligations under the Contract;

6.5.5. the Customer's negligence or other unlawful act or omission; or

6.5.6. Force Majeure.

7. Warranty

7.1. The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

7.2. Subject to clause 7.4, the Supplier warrants that the Services shall:

7.2.1. be performed with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13; and

7.2.2. conform in all material respects to the Specification at Completion.

7.3. Subject to clause 7.4, the Supplier shall, at its option, remedy, re-perform or refund the Price of any Services that do not comply with clause 7.2, provided that the Customer serves a written notice on the Supplier within 14 days of Completion stating that some or all of the Services do not comply with clause 7.2 and identifying in sufficient detail the nature and extent of the defect.

7.4. The Supplier shall not be liable for any breach of clause 7.2 (and clause 7.3 shall not apply) where the breach is directly or indirectly caused or contributed to by:

7.4.1. a breach by the Customer of any of its obligations under the Contract;

7.4.2. the Customer's negligence or other unlawful act or omission;

7.4.3. Force Majeure; or

7.4.4. any design, specification or requirement of the Customer.

7.5. Other than as expressly and specifically set out in the Contract (and subject to clause 12.5):

7.5.1. all conditions, warranties and terms, whether express or implied by statute, common law or otherwise (including in each case any implied conditions, warranties or terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result) are excluded to the fullest extent allowed by Applicable Law; and

7.5.2. the Supplier gives no warranty or undertaking and makes no representations in relation to the Services.

7.6. Subject to clause 12.5, clause 7.3 sets out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of the clause 7.2 or for any other defective performance of the Services.

8. Cancellation and Rescheduling

8.1. Any request by the Customer to cancel or reschedule an Order must be submitted to the Supplier in writing. The Supplier is under no obligation to accept any such request and may grant or refuse it at its sole discretion.

8.2. Where the Supplier, at its discretion, agrees to a rescheduling request, such agreement is conditional upon:

8.2.1. the Customer proposing a new date for the performance of the Services which is within three months of the original scheduled date and is acceptable to the Supplier;

8.2.2. the Customer paying the Rescheduling Fee specified in clause 8.6; and

8.2.3. the Supplier reserving the right to adjust the Price for the rescheduled Services to reflect any increase in costs.

Cancellation

8.3. The Customer acknowledges that its cancellation of an Order after acceptance by the Supplier constitutes a breach of its primary obligation under the Contract to accept and pay for the Services. In the event of such a breach, and without prejudice to any other right or remedy available to the Supplier, the Customer shall pay to the Supplier a non-refundable Cancellation Charge, calculated as a percentage of the Price for the relevant Order, determined by the amount of notice given to the Supplier prior to the scheduled commencement date of the Services:

8.3.1. Cancellation Charge:

9. (a) 21 or more Business Days' notice: A fixed administrative fee of £100.

(b) Between 11 and 20 Business Days' (inclusive) notice: 50% of the Price.

(c) Between 5 and 10 Business Days' (inclusive) notice: 75% of the Price.

(d) Less than 5 Business Days' notice or no-show: 100% of the Price.

9.1. The parties agree and the Customer expressly acknowledges that the charges set out in clause 8.3 represent a genuine pre-estimate of the Supplier's loss and are a proportionate means of protecting the Supplier's legitimate interests in the performance of the Contract, including but not limited to the recovery of sunk costs, costs of resource allocation, and loss of profit. The Customer acknowledges that these charges are not a penalty.

9.2. Without limiting its rights under clause 17, the Supplier may suspend performance of the Services or cancel any Order with immediate effect by giving written notice to the Customer if the Customer fails to provide any information, co-operation, or access to the Location as reasonably required by the Supplier for the performance of the Services.

Rescheduling

9.3. Where the Supplier agrees to reschedule the Services pursuant to clause 8.2, the Customer shall pay a non-refundable Rescheduling Fee. The fee shall be determined by the amount of

notice given to the Supplier prior to the original scheduled commencement date of the Services:

(a) 16 or more Business Days' notice: A fixed administrative fee of £100.

(b) Between 5 and 15 Business Days' (inclusive) notice: 15% of the Price.

(d) Less than 5 Business Days' notice: 30% of the Price.

9.4. The Rescheduling Fee is payable in addition to the full Price for the rescheduled Services.

9.5. If a mutually agreeable date is not confirmed within the period stipulated in clause 8.2.1, the request to reschedule shall be treated as a cancellation, and the relevant fee under clause 8.3.1 shall become immediately due and payable, less any Rescheduling Fee already paid by the Customer.

10. Intellectual property rights

10.1. No Intellectual Property Rights of either party are transferred or licensed as a result of the Contract, except as set out in this clause 8.

10.2. The Supplier (or its third party licensor) shall retain and own all Intellectual Property Rights in the Services and the Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to use such Intellectual Property Rights to the extent reasonably necessary for the Customer to receive, and enjoy the benefit of, the Services in accordance with the provisions of the Contract.

11. Anti-bribery

11.1. For the purposes of this clause 9 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

11.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

11.2.1. all of that party's personnel;

11.2.2. all others associated with that party; and

11.2.3. all of that party's sub-contractors;

involved in performing the Contract so comply.

11.3. Without limitation to clause 9.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

11.4. The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 9.

11.5. Any breach of this clause 9 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause 17.1.1.

12. Anti-slavery

12.1. The Supplier shall comply with the Modern Slavery Act 2015.

12.2. The Customer undertakes, warrants and represents that:

12.2.1. it shall comply with the Modern Slavery Act 2015;

12.2.2. it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract;

12.3. The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 10.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

12.4. Any breach of clause 10.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

13. Indemnity and insurance

13.1. The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

14. Limitation of liability

14.1. The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

14.2. Subject to clause 12.5, the Supplier's total liability shall not exceed an amount equal to 100% of the total Price paid or payable by the Customer for the Order under the Contract.

14.3. Subject to clause 12.5, the Supplier shall not be liable for any consequential, indirect or special losses.

14.4. Subject to clause 12.5, the Supplier shall not be liable for any of the following (whether direct or indirect):

14.4.1. loss of profit;

14.4.2. loss of revenue;

14.4.3. loss or corruption of data;

14.4.4. loss or corruption of software or systems;

14.4.5. loss or damage to equipment;

14.4.6. loss of use;

14.4.7. loss of production;

14.4.8. loss of contract;

14.4.9. loss of commercial opportunity;

14.4.10. loss of savings, discount or rebate (whether actual or anticipated);

14.4.11. harm to reputation or loss of goodwill;

14.4.12. loss of business; and/or

14.4.13. wasted expenditure.

14.5. Notwithstanding any other provision of the Contract, the Supplier's liability shall not be limited in any way in respect of the following:

14.5.1. death or personal injury caused by negligence;

14.5.2. fraud or fraudulent misrepresentation;

14.5.3. any other losses which cannot be excluded or limited by Applicable Law.

15. Confidentiality and announcements

15.1. The Customer and the Supplier shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

15.1.1. any information which was in the public domain at the date of the Contract;

15.1.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement; or

15.1.3. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

15.2. This clause shall remain in force in perpetuity.

15.3. The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16. Data protection

16.1. Each party shall comply with its respective obligations, and may exercise its respective rights and remedies.

17. Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when

such an event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 10 Business days, either party may terminate the Contract by written notice to the other party.

18. Termination

18.1. The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

18.1.1. the Customer commits a material breach of Contract and such breach is not remediable;

18.1.2. the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

18.1.3. the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 7 days after the Supplier has given notification that the payment is overdue; or

18.1.4. any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

18.2. The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

18.2.1. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

18.2.2. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

18.2.3. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

18.2.4. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

18.2.5. becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

18.2.6. becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

18.2.7. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

18.2.8. has a resolution passed for its winding up;

18.2.9. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

18.2.10. suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

18.2.11. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [*seven*] days of that procedure being commenced;

18.2.12. has a freezing order made against it;

18.2.13. is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

18.2.14. is subject to any events or circumstances analogous to those in clauses 17.2.1 to 17.2.13 in any jurisdiction;

18.2.15. takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 17.2.1 to 17.2.14 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

18.3. The Supplier may terminate the Contract any time by giving not less than *four* weeks' notice in writing to the Customer if the Customer undergoes a change of Control.

18.4. The right of the Supplier to terminate the Contract pursuant to clause 17.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged entity agrees to adhere to the Contract.

18.5. If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 17, it shall immediately notify the Supplier in writing.

18.6. Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

18.7. Any provision of the Contract which is expressly stated, or by implication is intended, to continue in force after termination shall do so notwithstanding termination or expiry of the Contract.

19. Notices

19.1. Any notice given by a party under these Conditions shall:

19.1.1. be in writing and in English;

19.1.2. be signed by, or on behalf of, the party giving it **[**(except for notices sent by email)**]**; and

19.1.3. be sent to the relevant party at the address set out in the Contract

19.2. Notices may be given, and are deemed received:

19.2.1. by hand: on receipt of a signature at the time of delivery;

19.2.2. by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

19.2.3. by Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

19.2.4. by email: on receipt of a delivery email from the correct address.

19.3. Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 18.1 and shall be effective:

19.3.1. on the date specified in the notice as being the date of such change; or

19.3.2. if no date is so specified, five Business Days after the notice is deemed to be received.

19.4. All references to time are to the local time at the place of deemed receipt.

19.5. This clause 18 does not apply to notices given in legal proceedings or arbitration.

20. Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

21. Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

22. Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

23. Entire agreement

23.1. The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

23.2. Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

23.3. Nothing in these Conditions purports to limit or exclude any liability for fraud.

24. Variation

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

25. Assignment

25.1. The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, which it may withhold or delay at its absolute discretion.

26. Set off

26.1. The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

26.2. The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27. No partnership or agency

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

28. Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

29. Severance

29.1. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

29.2. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30. Waiver

30.1. No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

30.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

30.3. A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

31. Compliance with law

The Customer shall comply with all Applicable Laws and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

32. Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

33. Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

34. Third party rights

34.1. Except as expressly provided for in clause 33.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

34.2. Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

35. Dispute resolution

35.1. Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 34.

35.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

35.3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

35.3.1. Within 10 Business Days of service of the notice, the relevant staff of each of the parties shall meet to discuss the dispute and attempt to resolve it.

35.3.2. If the dispute has not been resolved within 15 Business Days of the first meeting of the relevant staff, then the matter shall be referred to the chief executives (or persons of equivalent seniority) of each of the parties. The chief executives (or equivalent) shall meet within 10 Business Days to discuss the dispute and attempt to resolve it.

35.4. Until the parties have completed the steps referred to in clause 33.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

36. Governing law

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

37. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).