

# Impreza Computer Services Ltd

## Terms of Business (“Terms”)

The Client’s attention is particularly drawn to Clauses 3.2, 6.1, 7.1, 8.6, 8.9 and 12.

### 1. THE SERVICES AND THESE TERMS

- 1.1. Impreza is a developer and provider of Software/Websites and other electronic solutions together with maintenance and online services. It shall provide the Services to the Client from the Effective Date in accordance with the Agreement and perform its obligations under the Agreement with such care, diligence and skill as is commensurate with a skilled and experienced provider of similar services having regard to the Price.
- 1.2. The Agreement shall apply to all Services that Impreza provides to the Client to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any order or acceptance of quotation or annotation to any documentation prepared by Impreza).
- 1.3. Unless otherwise expressly agreed in writing, these Terms will apply to all software development work and/or services that Impreza carries out for the Client in the future. Notwithstanding any failure by the Client to sign the SOW, if the Client continues to instruct Impreza once they have received these Terms then the Client will be deemed to have accepted them on an ongoing basis.
- 1.4. If there is any conflict between these Terms, the SOW, the Wireframe Specification and the Proposal Document, the documents shall prevail in the following order: SOW, Terms, Wireframe Specification and Proposal Document.

### 2. INTERPRETATION AND DEFINITIONS

- 2.1. In these Terms the following words shall mean:

**‘Agreement’** means the agreement between Impreza and the Client comprising these Terms, the SOW, the Wireframe Specification and the Proposal Document.

**‘Client’** means the party to whom the Services are provided.

**‘Content’** means the information or data provided by the Client to enable Impreza to perform the Services some of which information may be incorporated in the Software.

**‘Effective date’** means the start date specified in the SOW.

**‘Impreza’** means Impreza Computer Services Limited a company registered in Scotland under company number SC190115 and whose registered office Summit House, 4-5 Mitchell Street, Edinburgh EH6 7BD.

**‘Password’** means the unique password given to the Client by Impreza to enable the Client to access the Software.

**‘Price’** means the cost of the Services as set out in the SOW.

**‘Proposal Document’** means the quotation supplied by Impreza to the Client in respect of the Services.

**‘Services’** means the development of a Website and/or Software/application/any other services specified by Impreza on the SOW.

**‘Software’** means any computer software programs developed by Impreza for the Client which are supplied as part of the Services and/or separately licensed pursuant to Clause 9.

**‘SOW’** means the written statement of work, as agreed between the parties from time to time, prepared by Impreza for the Client, which incorporates these Terms and sets out the Services which Impreza shall provide to the Client in response to a request for services made by the Client.

**‘Website’** means any website developed by Impreza in accordance with the Services (this may also include hosting of the Website Services) included.

**'Wireframe Specification'** means visual mock-up of the solution showing our understanding of the system and its operation.

2.2. In the Agreement unless otherwise specified:

- 2.2.1. reference to a party is a reference to a party to the Agreement and includes his permitted assignees and the respective successors in title to substantially the whole of his undertaking;
- 2.2.2. reference to a person includes any person, individual, company, firm, corporation, government, state, or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists; and
- 2.2.3. reference to a statute or statutory instrument or any of its provisions is a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted.

### 3. THE CLIENT'S OBLIGATIONS

3.1. The Client shall:

- 3.1.1. provide all information and documentation reasonably requested and required (in a timely manner) by Impreza to carry out the Services; and
- 3.1.2. ensure that all information provided to Impreza is true, accurate and complete; and
- 3.1.3. comply with Impreza's Hosting Code of Conduct and acknowledges and agrees that Impreza is entitled at any time and without notice to remove the Website from its server and/or bar access to the same in the event of any violation or alleged or suspected violation of such code of conduct or if otherwise authorised to do so by a competent law enforcement agency; and
- 3.1.4. be solely responsible for the accuracy, legality, currency and compliance of its own material and Website (including but not limited to data protection, privacy, trading and distance selling legislation) and will be solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to in the underlying Content processed by the Software; and
- 3.1.5. be responsible (together with Impreza) for maintaining the confidentiality and security of its account and usage including use of its unique logon ID(s) and Password(s); and
- 3.1.6. take all reasonable steps to prevent any virus or other form of interference or disruption from corrupting the Software;
- 3.1.7. take responsibility for how the Software and related Services are used and ensure that neither it nor any other person who has access to the Software or related Services uses it to:
  - I. send or receive any material which is offensive, abusive, indecent, defamatory, obscene, menacing, fraudulent or illegal; or
  - II. cause annoyance, inconvenience or needless anxiety in respect of any other person;
  - III. send or receive or publish any material which is illegal and/or grossly obscene (including without limitation pornography); or
  - IV. spam or send unsolicited promotional material to any third party; or
  - V. perform any illegal act or contravene any laws, licence or third party rights (including without limitation downloading material protected by any intellectual property right or hacking into secure web-sites without the consent of the owner); or

- VI. re-sell, transfer, assign, or sub-licence the Services (or any part of them) provided by Impreza to any third party.
- 3.2. The Client agrees to fully indemnify Impreza and keep Impreza indemnified in respect of all damages, claims and losses which directly or indirectly arise as a result of the Client's misuse of the Software, or related Services or failure to prevent misuse of the Software or related Services by others, or any other breach by the Client of its obligations under this Clause 3.

#### 4. PRICE AND PAYMENTS

- 4.1. Impreza will provide the Services either on a fixed-price basis or on a time and materials basis.
- 4.2. When Impreza receives a request for services they will provide a [quotation/Proposal Document?] to the Client. Unless stated otherwise any quotation will be an estimate and not a fixed fee. Upon receipt of a request from the Client Impreza will provide an SOW confirming the Price and the Services to be provided.
- 4.3. If Impreza agrees a fixed fee with the Client, Impreza reserves the right to make additional charges in addition to the fixed fee quoted if:
  - 4.3.1. it becomes apparent to Impreza that additional work is required to that specified in the SOW or the work requested by the Client varies in any way to what is agreed in the SOW; or
  - 4.3.2. the Client fails to provide Impreza with all relevant information and instructions pertaining to the provision of the Services on a timely basis.
- 4.4. In the event that Impreza determines that it must make such additional charges it will inform the Client as soon as reasonably practicable.
- 4.5. Impreza will send invoices to the Client on a monthly basis unless they have agreed otherwise in writing. In consideration of the performance of the Services by Impreza the Client shall pay the Price shown on the invoice in the following manner:
  - 4.5.1. all payments shall be made by the Client to Impreza in pounds sterling by standing order, BACS or direct debit or cheque to the account of Impreza; and
  - 4.5.2. all invoices sent to the Client shall be paid by the Client within 28 days of the date of the invoice (the '**Payment Date**') and
  - 4.5.3. the Price shall be exclusive of VAT (Value Added Tax) which shall be payable in addition, at the prevailing rate from time to time.
- 4.6. Failure by the Client to make any payment to Impreza under this Agreement shall, in addition to any other right Impreza may have, entitle Impreza to charge interest on any late sum at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date (whether before or after any judgment) until actual payment or Impreza may at its entire discretion charge interest on any amounts which remain unpaid upon the expiry of the Payment Date on a daily basis calculated according to the Late Payment of Commercial Debts (Interest) Act 1998.

#### 5. TERM AND TERMINATION

- 5.1. The term of the Agreement shall be as specified in the SOW.
- 5.2. Where there is no fixed term in the SOW, either party shall be able to terminate the Agreement on one month's notice.
- 5.3. Impreza shall have the right to immediately suspend the Services or terminate the Agreement by giving notice to the Client if:
  - 5.3.1. the Client fails to pay Impreza any due amount within 28 days of the Payment Date; or

- 5.3.2. if Impreza reasonably believes that the Client is using or permitting the Software or related Services to be used in a manner that is contrary to Clause 3.1.7.
- 5.4. Either party may immediately terminate this Agreement by giving written notice to the other if the other party:
  - 5.4.1. commits a breach of the Agreement which is irremediable; or
  - 5.4.2. commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice being given requiring such remedy; or
  - 5.4.3. becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertaking or if any distress or execution is threatened or levied upon any of its assets or is unable to pay its debts as they fall due.

## 6. CONSEQUENCES OF SUSPENSION/TERMINATION

- 6.1. In the event of suspension of the Services by Impreza in accordance with the Agreement the Client shall not be entitled to a refund for the loss of any Services and the Services shall only re-commence once Impreza is satisfied that the Client will not breach the Agreement again.
- 6.2. Following termination of the Agreement:
  - 6.2.1. Impreza may remove the Client data and Software without liability to the Client including (without limitation) liability for loss or destruction of the Client's data or its Software.
  - 6.2.2. The Client shall:
    - a) immediately pay to Impreza any unpaid invoices and interest;
    - b) cease to use and (i) destroy or (ii) deliver up, or (iii) procure the delivery up, of all documentation (and any copies thereof) provided by Impreza to the Client in relation to the Agreement, which for the avoidance of doubt shall include, the Proposal Document, the Wireframe Specification, the SOW and these Terms; and
    - c) on written request from Impreza, provide to Impreza a certificate, signed by an officer of the Client, confirming the obligations referred to in this Clause 6.2.2 have been met.

## 7. THE CONTENT

- 7.1. The Client warrants that it owns any and all copyright, trademarks, domain names and other intellectual property rights subsisting in or used in connection with the Content and agrees to indemnify Impreza fully against all loss, or damage suffered as a result of a breach of this Clause by the Client or howsoever else arising in respect of the Content.
- 7.2. The Client shall not use or provide in the Content any material or other information that:
  - 7.2.1. infringes any intellectual property rights; or
  - 7.2.2. is in breach of any law statute or regulation; or
  - 7.2.3. is defamatory libellous unlawfully threatening or harassing; or
  - 7.2.4. is obscene pornographic or indecent; or

- 7.2.5. contains any viruses, worms, Trojan horses, logic bombs, cancelbot or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information.
- 7.3. For the avoidance of doubt Impreza does not monitor and will not have any liability for the content of any communications transmitted by virtue of the Services.
- 7.4. Impreza shall have the right to:
  - 7.4.1. forward to any authority or police force any material belonging to the Client when requested to do so without any obligation upon Impreza to justify such an action or notify the Client in advance of such disclosure; and
  - 7.4.2. disclose any information that Impreza in its absolute discretion deems necessary in the event that Impreza becomes aware that the Client has breached any of its obligations under 3.1.7 or receives a complaint about the Content; and
  - 7.4.3. withdraw or remove the Content incorporated in the Software at its sole discretion and in the event that Impreza cannot complete or perform the Services then the Agreement shall terminate.
- 7.5. The Client grants to Impreza a non-exclusive, royalty-free, fully paid up, freely assignable, licence during the term of the Agreement to use, store and maintain the Content for the purposes of providing the Services in accordance with the Agreement. Impreza may make such copies as may be necessary to perform its obligations under the Agreement including backup copies of the Content. Upon the termination or expiration of the Agreement Impreza shall destroy all such copies of the Content and other materials provided by the Client (to the extent physically possible) and shall be under no obligation to return any such documents to the Client.
- 7.6. The Agreement does not transfer or grant to Impreza any right, title or interest in any intellectual property rights in the Content.

## 8. LICENCES

- 8.1. If Impreza develops any Software which is licensed to the Client, the Client agrees to use the Software within the scope of any licence grant set out in the SOW and in accordance with the Agreement.
- 8.2. If there is a conflict between the terms of any licence grant contained in the SOW and these Terms, then the terms of the licence grant contained in the SOW shall prevail.
- 8.3. In consideration of the Price paid to Impreza by the Client, Impreza grants to the Client an exclusive, perpetual (in the sense of an ongoing licence and not in the sense of a licence which is incapable of termination) licence to:
  - 8.3.1. use the Software; and
  - 8.3.2. develop, modify and maintain the Softwarein accordance with Clause 8.4.
- 8.4. The Software may be used in accordance with the following terms:
  - 8.4.1. "use" of the Software shall be restricted to use of the Software in object code or HTML form for the normal internal business purposes of the Client;
  - 8.4.2. the Client may not use the Software other than as specified in Clause 8.4.1 without the prior written consent of Impreza and the Client acknowledges that additional fees may be payable on any change of use approved by Impreza;

- 8.4.3. the Client may make as many back-up copies of the Software as may be reasonably necessary for its lawful use. The Client will record the number and location of all copies of the Software and take steps to prevent unauthorised copying; and
- 8.4.4. save as stated in this Clause 8, the Client shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software (whether relating to the code or the program architecture) in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Client, the Client shall not be entitled to carry out such reduction, **unless** the Client has first requested Impreza to carry out such action or to provide such information (the Client meeting Impreza's reasonable costs for providing that information) before undertaking any such reduction.
- 8.5. The Client shall not be permitted to re-sell or sub-licence the Software, without the prior written approval of Impreza and payment of any agreed fees. The scope of any sub-licence granted shall be as set out in the SOW and on terms which are the same or equivalent to which the Client is granted a licence under the Agreement. If there is a conflict between the terms of any sub-licence grant contained in the SOW and the terms of the Agreement, then the terms of the licence grant contained in the SOW shall prevail.
- 8.6. Impreza warrants that the Software will conform in all material respects to the specification set out in the SOW for a period of 90 days from the date of delivery to the Location as detailed in the SOW (the "Warranty Period"). If, within the Warranty Period, the Client notifies Impreza in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the specification, AND such defect or fault does not result from the Client, or anyone acting with the authority of the Client, having amended the Software or used it outside the terms of the Agreement, for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Impreza, AND PROVIDED THAT the Client provides all the information as may be necessary to assist Impreza in resolving the defect or fault including sufficient information to enable Impreza to re-create the defect or fault, then Impreza shall, at Impreza's option, do one of the following:
  - 8.6.1. repair the Software;
  - 8.6.2. replace the Software; or
  - 8.6.3. terminate the Agreement by 3 months' notice in writing to the Client and refund any of the Price paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Software to the date of termination) on return of the Software and all copies thereof.
- 8.7. Impreza does not warrant that the use of the Software will be uninterrupted or error-free.
- 8.8. The Client accepts responsibility for the selection / specification of the Software to achieve its intended results.
- 8.9. To the extent permitted by law, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## 9. DOWNTIME

- 9.1. Where Impreza determines that the best method of error correction involves an interruption of the live operation of the Website Impreza shall use best endeavours to perform the support in accordance with the Client's direction as to the timing of downtime and shall seek to minimise business disruption so far as is reasonably practicable.

- 9.2. Impreza does not warrant that the hosting service or the server will be continuously available 24 hours a day, 7 days a week, 365 days a year, but will use its best endeavours to keep downtime to a minimum.
- 9.3. [The Client accepts the Services (including any software developed pursuant to the Services and/or Software licensed pursuant to Clause 9) "AS IS" with any faults or failings and, to the extent permitted by law, without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, continuity of service, connectivity, merchantability, fitness for a particular purpose or non-infringement.]

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Software and all technical data and information provided by Impreza and the intellectual property rights in it are and remain the exclusive property of Impreza or its licensors and shall not be reproduced copied or redistributed in any form or way whatsoever unless authorised pursuant to the Agreement or by Impreza in writing.
- 10.2. For the avoidance of doubt all the intellectual property rights in the underlying methodologies and methods used and applied by Impreza to the performance of the Services shall remain owned by Impreza in all respects.
- 10.3. Papers, documents, tapes, discs and other materials embodying or relating to Content provided by the Client shall belong to the Client.

## 11. CONFIDENTIALITY

- 11.1. Save as expressly stated herein, neither party shall, without the prior written consent of the other, divulge or allow any disclosure of the whole or any part of any Confidential Information relating to that party to any person except its own employees or professional advisors, and only to the extent that it is strictly necessary for the proper performance of the Agreement. Such employees or professional advisors shall be made aware of the confidentiality of such information and that they owe a binding and effective duty of confidence to them in relation to such information. For the purpose of this Clause Confidential Information is any information which is marked as confidential or which the parties ought reasonably to realise is of a confidential or business sensitive nature and shall include but not be limited to all technical data and information contained or embodied in the Software, Proposal Document, Wireframe Specification, SOW, these Terms and their contents.
- 11.2. The obligations of confidentiality under this Clause 11 will not apply to information which:
  - 11.2.1. comes into the public domain other than by way of a breach of the Agreement;
  - 11.2.2. is lawfully in a party's possession before disclosure under the Agreement and such party can provide reasonable evidence of such possession;
  - 11.2.3. is received by a party from a third party who does not breach any duty of confidence in disclosing it;
  - 11.2.4. is required to be disclosed by law, by any court of competent jurisdiction.
- 11.3. If a party breaches this Clause 11 or is otherwise aware of any non-permitted use or disclosure of the other's confidential information, it shall promptly tell such party and provide such assistance as is required to remedy such use or disclosure.
- 11.4. For the avoidance of doubt the obligations set out in this Clause 11 shall survive termination of the Agreement and shall continue indefinitely thereafter.

## 12. LIABILITY

- 12.1. The exclusions of liability in this Clause 12 shall apply to the fullest extent permissible at law but neither party excludes liability for death or personal injury caused by its negligence or the negligence of its officers,

employees, contractors or agents, for fraud, for breach of its obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982 or for any other liability which may not be excluded by law.

12.2. Impreza's entire liability to the Client in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement shall be limited to the Price.

12.3. Impreza shall not be liable to the Client for any indirect or consequential loss the Client may suffer even if such loss is reasonably foreseeable or if Impreza had been advised of the possibility of the Client incurring it.

12.4. Impreza shall have no liability for any losses or damages which may be suffered by the Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories:

12.4.1. special damage even though Impreza was aware of the circumstances in which such special damage could arise;

12.4.2. loss of profits, loss of anticipated savings or wasted expenditure, loss of business, depletion of goodwill or similar losses, loss of goods, loss of use, loss of reputation;

12.4.3. any loss or corruption of data or information;

12.4.4. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.5. Impreza shall not be liable for any misuse of the Software or the Services nor for any losses arising out of any consequence of the use of the Software as a result of the Content.

12.6. Impreza shall use reasonable endeavours to carry out any lawful and reasonable instructions from the Client to register domain names through accredited registrars or internet service providers. In carrying out such instructions Impreza shall not be:

12.6.1. responsible for any failure by such accredited registrars or internet service providers to properly register the Client's domain name; or

12.6.2. liable for any loss suffered by the Client, including (without limitation) loss of the domain name to a third party, which arises as a result of any delay by Impreza in applying to register the Client's domain name.

12.7. Impreza shall not be responsible for any loss action claim or demand claimed by the Client in the event that the Client shall allow the Password to be used by any third party nor shall Impreza be liable for any changes made to the Content other than where the changes are made by Impreza in error.

## 13. RESTRICTIVE COVENANTS

The Client agrees for the period during which Impreza is providing the Services and for a period of 6 months immediately following the termination of the Services not to, whether directly or indirectly, without the prior written permission of Impreza, solicit or endeavour to entice away from Impreza or employ or offer a contract for services to any person who was at the time any part of the Services provided to the Client, an employee of Impreza, whether or not such person would commit a breach of contract by reason of leaving their position.

## 14. ASSIGNMENT

14.1. Impreza shall, at any time, be entitled to assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Agreement.

14.2. The Client shall not at any time, be entitled to assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Agreement, without the prior written consent of a director of Impreza.

## 15. FORCE MAJEURE

15.1. Neither party shall be deemed to be in breach of the Agreement or otherwise liable to the other party for any delay in performance of any non-performance of any obligations under the Agreement if and to the extent that the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party ('the event of force majeure') and the time for performance shall be extended accordingly.

15.2. The party relying on Clause 15 shall as soon as reasonably practicable notify the other party of the nature and extent of the circumstances giving rise to the event of force majeure.

15.3. If the event of force majeure in question prevails for a continuous period in excess of 3 months after the date on which it began the other party may give notice to the party suffering the event of force majeure terminating the Agreement. The notice to terminate must specify the termination date which must be not less than 30 days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given the Agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of the Agreement due to an event of force majeure, but rights and liabilities that have accrued prior to termination shall not be affected.

15.4. In the event of force majeure Impreza will use reasonable endeavours to continue the Services but in the event that it is unable to do so Impreza's liability shall be limited in accordance with Clause 12 hereof.

## 16. DATA PROTECTION

16.1. Both parties shall comply with the Data Protection Act 1998 ("Act").

16.2. In the event that Impreza is required to process personal or sensitive data (the "Data") on behalf of the Client, the parties acknowledge and agree to the terms set out in this Clause 16. Terms used in this Clause (where the context permits) shall have the same meaning as set out in the Act.

16.3. The parties agree that for the purposes of the Act, Impreza shall be the Data Processor and the Client shall be the Data Controller under the Agreement.

16.4. Impreza shall only process such Data which is sent to and/or collected by Impreza for the Client and which is relevant for the provision of Services to the Client.

16.5. Impreza shall ensure that access to the Data is limited to such persons who may reasonably require access to it for the purposes of providing Services to the Client.

16.6. Impreza shall ensure that that it has in place and will maintain reasonable security measures which constitute appropriate technical and organisational measures to protect the Data from unauthorised or unlawful processing, accidental loss, destruction or damage, having regard to a level of security appropriate to the risks represented by the processing and the nature of the Data.

## 17. WAIVER

A waiver of any term, provision or condition of the Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose of which it is given. No failure or delay on the part of any party in exercising any right, power or privilege under the Agreement shall operate as a waiver of it.

## 18. SEVERABILITY

In the event that any of the provisions of the Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent such provision will to that extent be severed from the remaining provisions which will continue to be valid to the fullest extent permitted by law.

## 19. REMEDIES

The rights and remedies provided for by the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 20. NOTICES

20.1. Any notice demand or other communication required by the Agreement shall be in writing and shall be delivered personally or sent by fax or prepaid first class post (air mail if posted to or from a place outside the United Kingdom) in the case of the Client to the address set out and completed by the Client on the SOW.

In the case of Impreza to:

Address: DELTA HOUSE, LASER QUAY, MEDWAY CITY ESTATE, ROCHESTER, KENT, ME2 4HU

Attention: DEAN DEACON

And shall be deemed to have been delivered as follows:

20.1.1. if personally delivered upon delivery at the address of the relevant party; or

20.1.2. if sent by first class post two business days after the date of posting; or

20.1.3. if sent by air mail 5 working days after the date of posting; or

20.1.4. if sent by fax when despatched

provided that if in accordance with the above provision delivery is after 17:00 hours it shall be deemed to be given or made at the start of the next business day.

20.2. A party may notify the other party of a change to his name, address or fax number but such notification shall only be effective on the later of:

20.2.1. the date specified in the notification as the date on which the change is to take place; or

20.2.2. the date falling five business days after the notice is given.

## 21. ENTIRE AGREEMENT

21.1. The Agreement comprises the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not contained in the Agreement save for any representation made fraudulently.

21.2. Unless otherwise expressly provided elsewhere in the Agreement, the Agreement may be varied only by a document signed by both the parties.

## 22. RELATIONSHIP OF THE PARTIES

Nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute or be deemed to constitute the parties as a partnership, association, joint venture, the agents of each other, or any other co-operative entity.

## 23. EXCLUSION OF THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and no person other than the parties to the Agreement shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

## 24. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.