

## SCHEDULE 1

### Terms of Service

#### READING SOLUTIONS UK LIMITED Terms of Service

*These terms and conditions apply only to the provision of the Services as defined below. Your subscription to Reading Plus is subject to the Reading Plus Saas Agreement.*

**The Customer's attention is particularly drawn to the provisions of clause 9.**

#### 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

<b>Business Day</b>	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
<b>Charges</b>	the charges payable by the Customer for the supply of the Services in accordance with clause 5;
<b>Commencement Date</b>	has the meaning set out in clause 2.2;
<b>Conditions</b>	these terms of service as amended from time to time in accordance with clause 3.1;
<b>Contract</b>	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions;
<b>Customer</b>	the school which purchases Services from the Supplier;
<b>Customer Personal Data</b>	any Personal Data supplied by the Customer to the Supplier or otherwise acquired or accessed by the Supplier upon the express instructions of the Customer in the course of the performance of the Services;
<b>Data Protection Legislation</b>	the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation including the Data Protection Act 2018, as amended or updated from time to time;

<b>data subject, controller, processor, personal data, personal data breach, processing and appropriate technical and organisational measures</b>	shall bear the meanings given to those terms respectively in the Data Protection Legislation;
<b>Deliverables</b>	the deliverables produced by the Supplier for the Customer as set out in the Order;
<b>Intellectual Property Rights</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and 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;
<b>Order</b>	the Customer's order for Services as set out in the signed purchase order form or the Customer's written acceptance of a quotation by the Supplier as the case may be;
<b>Services</b>	the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification;
<b>Specification</b>	the description or specification of the Services provided in writing by the Supplier to the Customer;
<b>Supplier</b>	Reading Solutions UK Limited registered in England and Wales with company number 09284598;
<b>Supplier Materials</b>	has the meaning set out in clause 4.1.8;

- 1.2 **Construction.** In these Conditions, the following rules apply:
- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - 1.2.2 a reference to a party includes its successors or permitted assigns;
  - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - 1.2.5 a reference to writing or written includes e-mails.

## 2. **BASIS OF CONTRACT**

- 2.1 The Order 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 upon the earlier of:
  - 2.2.1 the Supplier issuing written acceptance of the Order; or
  - 2.2.2 the Supplier commencing performance of the Servicesat which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties with regard to the Services provided by the Supplier to the Customer. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on the Supplier's website, 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.
- 2.5 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.

2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for the period stated on the face of the quotation or where no such period is stated, for a period of 30 days from its date of issue.

### 3. **SUPPLY OF SERVICES**

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates agreed with the Customer in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 Where the Services include the supply of any third party software, the Customer agrees and acknowledges that:

3.5.1 the Supplier makes no representation or warranty as to the compatibility of third party software with Reading Plus or with any other third party software used by the Customer or with the Customer's network and systems;

3.5.2 the only warranties in relation to third party software, or the supply thereof, are those contained within the software proprietor's end user licence agreement;

3.5.3 third party software is provided subject to the terms of the software proprietor's end user licence agreement;

3.5.4 supply of third party software shall not place the Supplier under any obligation to provide training or support services in relation to that software or to make any further supply of that or any other third party software in the future; and

3.5.5 the Supplier makes no representation or warranty as to the future or ongoing availability of any third party software and shall have no liability for any loss including loss of functionality incurred by the Customer in the

event that any third party software ceases to be available or is no longer supplied by the Supplier.

#### 4. CUSTOMER'S OBLIGATIONS

##### 4.1 The Customer shall:

- 4.1.1 ensure that the terms of the Order 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, computer systems and other facilities as reasonably required by the Supplier;
- 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- 4.1.5 obtain and maintain all necessary licences, permissions and consents (including in relation to the processing of Customer Personal Data) which may be required before the date on which the Services are to start;
- 4.1.6 ensure that its network and systems comply with all specifications and standards specified by the Supplier;
- 4.1.7 ensure that it meets and maintains all hardware and software requirements to support any third party software supplied as part of the Services and that such third party software is fully compatible with its existing systems; and
- 4.1.8 keep and maintain all materials, equipment, documents and other property of the Supplier (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 and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

##### 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 (**Customer Default**):

- 4.2.1 the Supplier shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 the Supplier shall not be liable for any costs or losses 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 reimburse the Supplier on written demand for any costs and losses (including loss of profits calculated at the Supplier's applicable daily fee rates) sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 5. **CHARGES AND PAYMENT**

5.1 Unless a fixed price or an all-inclusive day rate is expressly stated on the Order the Charges for the Services shall be on a time and materials basis.

5.2 Where Charges for the Services are made on a time and materials basis:

5.2.1 the Charges shall be calculated in accordance with the Supplier's applicable daily fee rates, as set out in the Order or notified in writing to the Customer by the Supplier from time to time;

5.2.2 the Supplier's standard daily fee rates for each individual are calculated on the basis of an 6-hour day worked on Business Days between the hours of 9.30am and 4.30pm; and

5.2.3 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services and for third party software supplied by the Supplier, and for the cost of any materials. The Customer shall pay to the Supplier the full amount of all expenses and costs reasonably incurred by the Supplier notwithstanding that these may exceed any estimate provided by the Supplier to the Customer prior to the expense or costs being incurred.

5.3 An all-inclusive day rate includes:

- 5.3.1 up to 6 hours of time from a named or appropriately experienced or qualified individual delivered on a Business Day between the hours of 9.30am and 4.30pm; and
- 5.3.2 all travelling expenses, hotel costs, subsistence and associated expenses incurred by that individual directly relating to the delivery of the Services covered under the all-inclusive day rate

but excludes the cost of services provided by third parties and required by the Supplier for the performance of the Services and for third party software supplied by the Supplier, and for the cost of any materials which shall be paid in full and notwithstanding that these may exceed any estimate provided by the Supplier, by the Customer in addition to the all-inclusive day rate.

- 5.4 The Supplier reserves the right to increase its standard daily fee and all-inclusive day rates, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase not less than two months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within one month of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Customer to take effect upon the last day prior to the Supplier's increased fee rates coming into effect.
- 5.5 The Customer shall make payments to the Supplier in accordance with:
  - 5.5.1 the payment schedule set out in the Order; or
  - 5.5.2 where no payment schedule is set out in the Order, the Supplier may invoice the Customer at reasonable intervals before, on or after performance of the Services and the Customer shall pay each invoice submitted by the Supplier immediately upon receipt.
- 5.6 The Customer shall make each payment due to the Supplier in full and in cleared funds to the bank account nominated in writing by the Supplier and time for payment shall be of the essence of the Contract.
- 5.7 The Supplier shall invoice and the Customer shall pay the full quoted cost of any training which is cancelled by the Customer within 14 days of the agreed training delivery date or which the Supplier is unable to deliver in full on the agreed training delivery date due to any fault or error with the Customer's hardware or equipment or any compatibility or operational failure of third party software.
- 5.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (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.

- 5.9 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Supplier's UK bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount and any costs or fees incurred by the Supplier in securing payment of the overdue amount.
- 5.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 6.3 All Supplier Materials are the exclusive property of the Supplier.

## 7. **CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its customers, products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory

authority or by a court of competent jurisdiction. This clause 7 shall survive termination of the Contract.

## 8. PERSONAL DATA

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 8.2 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.
- 8.3 The Supplier shall undertake such storage, retrieval, amendment, transmission, structuring, restriction or erasure of the Customer Personal Data as shall be required for the purpose of providing the Services during the term of the Contract. The parties anticipate that this will include processing personal details including: names (first name, surname, title); status (student, teacher, administrator); contact details (email address, telephone number); technical data (IP address, login date and times, domain and web browser information, technical information about a user's workstation or local area network, simultaneous login attempts, lesson dates and times, account creation date and time, account modification date and time, and information collected through cookies and other tracking technologies); profile data (username, passwords, student number, school year, race, lunch status, first language, special educational status where instructed by the school); and usage data (tasks performed, assessments undertaken, progress and development, skills deficiencies/areas of weakness) about students, teacher and administrators studying at or employed by the Customer's school.
- 8.4 The parties agree and acknowledge that any transfer of Customer Personal Data to the US required in connection with the Customer's use of Reading Plus may be undertaken on the basis of Taylor Associates/Communications, Inc registration under the Privacy Shield.
- 8.5 Without prejudice to the generality of clause 8.1 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of the Contract.

8.6 Without prejudice to the generality of clause 8.1, the Supplier shall, in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

8.6.1 process that Customer Personal Data only on the written instructions of the Customer (and for this purpose the submission of an Order to the Supplier shall amount to the Customer's written instructions to undertake such processing of Customer Personal Data as shall be necessary in the performance of the Services to which it relates) unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

8.6.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer 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 Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer 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);

8.6.3 ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;

8.6.4 not transfer any Customer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

8.6.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

8.6.4.2 the data subject has enforceable rights and effective legal remedies;

- 8.6.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and
    - 8.6.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data;
  - 8.6.5 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;
  - 8.6.6 notify the Customer without undue delay on becoming aware of a Customer Personal Data breach;
  - 8.6.7 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Customer Personal Data; and
  - 8.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the Customer or the Customer's designated auditor.
- 8.7 The Customer consents to the Supplier appointing third-party processors of Customer Personal Data under this agreement subject to the Supplier entering into a written agreement incorporating terms which are substantially similar to those set out in this clause 8 with each third-party processor. A full list of third-party processors used by the Supplier is available to the Customer on request
- 8.8 The Supplier may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when delivered by the Supplier to the Customer for attachment to these Conditions).
- 9. **Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
  - 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- 9.1.2 fraud or fraudulent misrepresentation; or
  - 9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2 Subject to clause 9.1:
- 9.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of functionality, loss of or damage to goodwill, loss or corruption of software, data or information or any indirect or consequential loss arising under or in connection with the Contract or as a result of or in connection with any third party software supplied under the Contract or any failure to continue to supply any third party software which was supplied under the Contract at any earlier date; and
  - 9.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid by the Customer to the Supplier under the Contract.
- 9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4 This clause 9 shall survive termination of the Contract.
10. **TERMINATION**
- 10.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  - 10.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 within the meaning of section 268 of the Insolvency Act 1986;
  - 10.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal

for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 10.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 10.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 10.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - 10.1.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 10.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 10.1.9 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - 10.1.10 the other party'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
  - 10.1.11 any Reading Plus SaaS Agreement entered into between the parties is terminated or expires.
- 10.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract or under any other contract entered into between the Customer and the Supplier on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

- 10.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.11 or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due (including by way of advance deposit) under this Contract on the due date for payment.

## 11. **CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- 11.1 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;
- 11.2 the Customer shall return all of the Supplier Materials and any materials containing or based on the Supplier's Confidential Information and, to the extent that they have not been fully paid for, any Deliverables. 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 not connected with this Contract;
- 11.3 subject to clause 8.6.7 the Supplier shall return all hard copy documents containing Customer Personal Data to the Customer and, to the extent technically possible, delete all Customer Personal Data from its computer systems save that it may retain and hold one copy of any document required for audit purposes subject to the confidentiality obligations at clause 7.
- 11.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.5 clauses which expressly or by implication survive termination shall continue in full force and effect.

## 12. **FORCE MAJEURE**

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or

governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, provided that the Customer is notified of such a Force Majeure Event and its expected duration.

### 13. **GENERAL**

- 13.1 **Variation.** No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

- 13.2 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.3 **Rights and remedies.** Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

#### 13.4 **Severance.**

13.4.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

13.4.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

#### 13.5 **Assignment and other dealings.**

13.5.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.5.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 13.6 **No partnership or agency.** Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.7 **Third Parties.** The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.8 **Notices.**
- 13.8.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at such address as may have been notified by that party for such purposes, or sent by email to the other party's last known email address.
- 13.8.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received one Business Day after transmission.
- 13.9 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).