

# General Conditions

## April 2023 v1



## 1. Interpretations and Definitions

1.1. In the Agreement, the following definitions apply;

**“Access Requests”** requests made by a data subject to exercise any rights of data subjects under the Data Protection (DP) Laws;

**“Agreed Specification(s)”** means for

a) Products, the product descriptions published by Product Vendor at the Date of Delivery of the Delivery Agreement, provided that the functionality described in such product descriptions can be obtained without any configuration or other work to be carried out by Tailor Made;

c) Project Services, the Statement of Works (SOW); and

d) Support Services, the Service Description as set out in the Delivery Agreement;

**“Agreement”** means the Delivery Agreement entered into by the Parties, and these General Terms and Conditions.

**“Appropriate Safeguards”** such legally recognised mechanism(s) for transfers of Personal Data as may be permitted under the DP Laws from time to time;

**“Business Day”** A day other than a Saturday, Sunday or public holiday in the United Kingdom;

**“Business Hours”** 08:00 – 18:00 hours on any Business Day;

**“Change Control”** a request for a change by either the Customer or Tailor Made to amend, remove or add to the relevant Service Agreement;

**“Charges”** the charges as specified in the relevant Agreement payable by a Customer for the supply of Equipment and/or Services by Tailor Made;

**“Commencement Date”** is, unless specifically defined on the Order Form, the date that the service go’s live or is delivered;

**“Controller”** has the meaning given to that term (or the term ‘Data Controller’) in the DP Laws;

**“Confidential Information”** any information, (whether verbal or in writing or on magnetic or any other media) relating to the other party’s marketing or business development, business operations, business affairs, products, processes, technology, Intellectual Property Rights, Inventions, trade secrets, suppliers and customers associations, transactions, financial arrangements or in relation to any activities of either party or any person, firm, customer or company with whom either party has any dealings and which is made available to either party under or in connection with the Agreement which is marked as such or which should by its nature be reasonably understood to be confidential by the other party.

**“Contract Year”** the period of 12 months commencing on the Commencement Date, and each successive period of 12 months during the continuance in force of the Agreement, or, in respect of the final Contract Year, the period from the end of the penultimate Contract Year to the date of termination of the Agreement, if shorter;

**“Customer Obligations”** the specific Customer obligations set out in the relevant Service Conditions;

**“Customer Data”** means any data or software provided by the Customer in connection with the Services belonging to the Customer or the Customer’s clients or otherwise made available to Tailor Made for use in undertaking the Services;

**“Customer Equipment”** the Customer’s owned IT hardware and software utilised as part of the Services;

**“Customer Premises”** any premises occupied by the Customer at which the Customer shall receive the Services;

**“Data Breach”** any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data.

**“Date of Delivery”** means the date of delivery when the Services or Deliverables or a well-defined part thereof or a phase of the implementation of the Project or Services or solution are provided to the Customer as follows for:

a) Hardware, the date when the Hardware has been delivered at the Delivery Site;

b) Software and certificate of Product Vendor support, the date when the Software or certificate of Product Vendor support is made available to Customer electronically through download or otherwise;

c) Product Vendor professional services or Product Vendor support, the date when such service is made available for use by, or is provided to the Customer;

or

f) Project Services, (i) when a successful Acceptance Test has been performed and an Acceptance Certificate has been issued by Customer; (ii) when the Acceptance Control Period specified in the Delivery Agreement expires and Customer has not made a justified complaint in respect of the Deliverables; (iii) for any delivery of corrections or otherwise any Deliverable made after Customer has made a justified complaint, when an Acceptance Certificate has been signed by Customer; (iv) if the Customer starts using the Deliverables in the ordinary course of business or for revenue earning purposes, such being considered as beneficial use; or (v) if no Acceptance Control Period has been agreed in the Delivery Agreement, when Tailor Made informs Customer in writing that the delivery has been completed;

**“Deliverables”** means all deliverables and results specified in the Delivery Agreement(s) to be delivered to the Customer. For the avoidance of doubt, any and all tangible and intangible property including, but not limited to, technical documents, samples, models and other materials as well as all data, standard concepts, tools, know-how and information of whatever nature developed by Tailor Made prior to the commencement of the Services or independently developed by or on behalf of Tailor Made during or upon completion of the performance of Services, including any Intellectual Property Rights, shall not be considered Deliverables unless specified otherwise in the Delivery Agreement;

**“Delivery Agreement”** means a specific agreement including all appendices thereto and/or Purchase Order entered into between Tailor Made and Customer governing Supplier’s provision and Customer’s procurement of Products and/or Services;

**“Data Protection (“DP”) Laws”** any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data including the General Data Protection Regulation (EU) 2016/679 (“GDPR”) (together with any laws implemented by EU member states (including any replacement legislation applicable in the United Kingdom, whether or not as a result of Brexit), which contain derogations from, or exemptions or authorisations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR); and the UK Data Protection Act 2018;

**“Effective Date”** being the date the services Go Live;

**“Equipment”** any goods or equipment to be provided by Tailor Made to the Customer, or purchased by Tailor Made on behalf of the Customer, (including without limitation any part or parts of it) pursuant to the Agreement;

**“End User License Agreement”** the software licence agreement provided by the licensor establishing the User’s rights to use the Software;

**“Exit Plan”** any exit plan set out in the relevant Service Conditions to be followed by both Parties to ensure the smooth transfer of the Services to a third party supplier specified by the Customer at the expiry or termination of the Agreement;

**“Go Live”** the date the individual Services in the relevant Order Form is activated.

**“Intellectual Property Rights” or “IPR”** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**“Loan Equipment”** means any IT Hardware owned by Tailor Made and loaned to the Customer for the purposes of short-term resolution of Customer support services for a pre-agreed fee;

**“Party”** means each of the Customer and Tailor Made and **“Parties”** means the Customer and Tailor Made jointly;

**“Personal Data”** personal data (as defined in the DP Laws) received from or on behalf of the Customer or about the personnel of the Customer in connection with the performance of Tailor Made’s obligations under this agreement (including any personal data forming part of the Customer Data);

**“Processor”** has the meaning given to that term (or the term ‘data processor’) in the DP Laws;

**“Product Vendor”** means a company that develops and produces hardware and/or software products, cloud/SaaS services, and supplies services related thereto. Product Vendor shall not be considered as a Subcontractor to Tailor Made and its personnel shall not be considered as working under the responsibility of the Tailor Made.

**“Products”** means goods sold by Tailor Made to the Customer pursuant to the Agreement;

**“Project Milestone”** a scheduled event by which the Services or a part of the Services shall be completed as specified in the Agreement;

**“Project Team”** the team of staff and sub-contractors of Tailor Made employed in providing the Services;

**“Purchase Order”** a Customer purchase order to purchase Services and/or Equipment;

**“Services”** the services, (including without limitation the delivery of any Deliverables, or the supply of any Equipment), to be provided by Tailor Made pursuant to an Agreement

**“Service Credits”** the predetermined compensation to be credited or paid to the Customer by Tailor Made for failure(s) to meet the contractual Service Levels as set out in the relevant Service Conditions (if any);

**“Service Desk”** means Tailor Made’s Service Desk that manages the logging, prioritisation and resolution of all service incidents and requests reported by the Customer and/or by Tailor Made and/or as a result of automated monitoring by Tailor Made of the Customer’s environment and systems.

**“Service Levels”** the minimum service levels required by the Customer in relation to the provision of the Services by Tailor Made in relation to timeliness, quality and/or other applicable service measure(s) as set out in the relevant Service Conditions if applicable;

**“Set-up Services”** the required design, test and/or implementation services required to set up the Services as set out in the relevant Service Specification (if any);

**“Software”** means any third party software in use by the Customer, and installed on the Customers hardware which is covered under a Service Agreement;

**“Statement of Work” or “SOW”** means the description of the project-specific activities, Deliverables and the time schedule for Tailor Made’s provision of Project Services or Service Activation and De-Activation Projects which is appended to the Delivery Agreement.

**“Sub-Processor”** another Processor engaged by Tailor Made for carrying out processing activities in respect of Personal Data on behalf of the Customer;

**“Supplier Obligations”** the specific obligations of Tailor Made set out in the Agreement;

**“Special Conditions”** any conditions which are in additional to, or vary, the Services Conditions and which form part of the Agreement;

**“Term”** means the period of this Agreement:

**“Third Party Services”** any part of the Services which Tailor Made procures from a third party, including any equipment which Tailor Made procures from a third party and uses in order to provide the Services including but not limited to software, hardware, data centre facilities and/or connectivity & networking;

**“Third Party Services Provider”** the provider of any Third Party Services in connection with the Services;

**“User”** a specific individual user of a Service.

**The following definitions and rules of interpretation apply in the Agreement:**

1.1.1. Clause, schedule and clause headings shall not affect the interpretation of the Agreement.

1.1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

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

1.1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.1.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.1.7. A reference to writing or written includes by fax and by e-mail.

1.1.8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.1.9. References to clauses are to the clauses of the document in which the reference appears, unless otherwise stated.

1.1.10. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Order of Priority**

- 2.1. If there is a conflict between any of the provisions of these General Conditions and any provisions of any Service Conditions (including any Special Conditions and Service Terms incorporated therein), the conflict will be resolved according to the following order of priority:
  - 2.1.1. First: the Special Conditions set out in the Agreement;
  - 2.1.2. Second: the relevant Service Conditions; and
  - 2.1.3. Third: these General Conditions.

## **3. Service Contract Process**

- 3.1. These General Conditions govern the overall relationship of the parties in relation to any Services provided by Tailor Made and this clause sets out the procedure for the Customer to request the provision of Services from Tailor Made under separate Service Conditions.
- 3.2. As soon as reasonably practicable on receipt of a written request from the Customer or of acceptance of a quotation, Tailor Made shall:
  - 3.2.1. either notify the Customer that it is not able to provide the requested Service; or
  - 3.2.2. complete a draft Agreement which shall include the relevant Services Conditions and any Special Conditions for the Service and shall submit the draft Agreement to the Customer for its written approval.
- 3.3. An Agreement shall not enter into force, be legally binding or have any other effect unless the Agreement has been authorised by representatives of both parties to it.
- 3.4. For the avoidance of doubt, acceptance of a quotation by the Customer shall be deemed an 'offer' to procure Services and 'acceptance' by Tailor Made shall not take effect until an Agreement has been entered into by both parties.
- 3.5. On signature, each Agreement shall form a separate contract between its signatories; and shall incorporate the terms and conditions of these General Conditions and relevant Service Condition.

## **4. Term of Service Contract**

- 4.1. Each Agreement shall come into force on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms and conditions of these General Conditions, or where applicable in priority the terms set out in the Service Conditions (including any Special Conditions and Service Terms incorporated therein).

## **5. Tailor Made's Supplier Obligations**

- 5.1. Tailor Made shall supply the Services in accordance with the Agreement.
- 5.2. Tailor Made shall provide the Services from the Commencement Date.
- 5.3. Tailor Made shall use all reasonable endeavours to meet any performance dates specified in the Agreement, always provided that if no performance dates are so specified Tailor Made shall perform the Services within a reasonable time.
- 5.4. In supplying the Services, Tailor Made shall use reasonable endeavours to:
  - 5.4.1. provide the Services (including any Set-Up Services) and to deliver the Deliverables to the Customer in accordance with the Agreement;
  - 5.4.2. meet the Project Milestones on the dates and times specified in the relevant Service Specification to the agreed acceptance criteria, but any such dates shall be estimates only and time for performance by Tailor Made shall not be of the essence of the Agreement;
  - 5.4.3. comply with any Service Levels set out in the relevant Service Conditions;
  - 5.4.4. comply with any Exit Plan set out in the relevant Service Conditions ;
  - 5.4.5. obtain, and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement;
  - 5.4.6. observe all health and safety rules and regulations and any other reasonable security requirements and/or other relevant regulations that apply at any of the Customer's Premises and that have been communicated to it, provided that it shall not be liable if, as a result of such compliance, it is in breach of any of its obligations under the Agreement;
  - 5.4.7. at the Customer's additional cost, comply with the reasonable regulatory requests for information or audit inspection emanating from the Customer's regulatory bodies;

- 5.4.8. at the Customer's additional cost, liaise with and provide reasonable assistance in relation to the Services to any nominated third parties as reasonably requested by the Customer;
- 5.4.9. use reasonable endeavours to ensure that the Services are operated in accordance with recognised best industry practice.

## 6. Third Party Services

- 6.1. In relation to any Third Party Services which form part of the Agreement:
  - 6.1.1. Tailor Made will use reasonable efforts to monitor and supervise the supply of such Third Party Services, but Tailor Made shall not otherwise be responsible for or liable for any malfunction, failure, non-operation, default or non-availability of such Third Party Services, save as expressly provided in the relevant Service Conditions;
  - 6.1.2. If the Third Party Services Provider changes the scope of any Third Party Services after the date of the Agreement or replaces the same with a new version, or ceases to supply the same or Tailor Made decides to replace the same due to poor performance or quality, Tailor Made shall without liability substitute for the Third Party Service an alternative service which shall as far as is reasonably possible provide substantially the same functionality;
  - 6.1.3. Tailor Made may change, without liability, any Third Party Services Provider or Third Party Service at any time, even if this involves a temporary suspension in the Services.
  - 6.1.4. Customer shall be solely responsible for the evaluation, selection, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software, security software, telecommunication equipment or software, and applications software used, unless (and only to the extent) otherwise expressly agreed in the Agreement.
  - 6.1.5. Tailor Made makes no independent representations or warranties with respect to products provided by third parties. Any third party warranties are the exclusive remedies of Customer with respect to such products.

## 7. Data Protection ("DP")

- 7.1. It is acknowledged that the Customer is the Controller and Tailor Made is the Processor in respect of any Personal Data.
- 7.2. Tailor Made shall process Personal Data;
  - 7.2.1. in compliance with the obligations of Processors under DP Laws;
  - 7.2.2. in accordance with the terms of this agreement;
  - 7.2.3. in order to provide the Services to the Customer; and
  - 7.2.4. for so long as is required for the Services to be provided to the Customer and for such further period(s) thereafter as may be permitted under the terms of this Agreement.
- 7.3. The Customer warrants that:
  - 7.3.1. all Personal Data to be used in connection with the Services, prior to such data being provided to Tailor Made, shall comply in all respects with the DP Laws;
  - 7.3.2. all instructions given by the Customer to Tailor Made in respect of the Personal Data shall be lawful and in accordance with the DP Laws;
  - 7.3.3. it is satisfied that Tailor Made's processing operations are suitable to enable Tailor Made to process Personal Data, and Tailor Made has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of the DP Laws; and
  - 7.3.4. Tailor Made is reliant on the Customer for direction in respect of Tailor Made's access to and processing of Personal Data whilst providing the Services, and that Tailor Made shall not be liable for any claim brought by a data subject to the extent that it resulted directly from the Customer's instructions or failure to provide instructions.
- 7.4. Where Tailor Made processes Personal Data on the Customer's behalf, Tailor Made shall;
  - 7.4.1. process the Personal Data only in accordance with the Customer's documented instructions (unless required to do otherwise by the DP Laws or a court or other body of competent jurisdiction);
  - 7.4.2. notify the Customer if the DP Laws require Tailor Made to process Personal Data other than in accordance with the Customer's documented instructions; and
  - 7.4.3. notify the Customer if Tailor Made believes that an instruction infringes the DP Laws.
- 7.5. Tailor Made shall implement and maintain, at its own cost and expense, appropriate technical and organisational measures:
  - 7.5.1. in relation to the processing of Personal Data by Tailor Made; and

- 7.5.2. taking into account the nature of the processing, as shall assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Access Requests relating to Personal Data.
- 7.6. Tailor Made shall:
  - 7.6.1. have the right to engage and use from time to time suitable, reliable and appropriately qualified or experienced Sub-Processors to support its delivery of the Services (who may be based in the UK or elsewhere) provided that the terms of this clause are observed at all times. The Customer acknowledges and accepts that Tailor Made may undertake such engagements and may also decide, at its own discretion, to remove, replace or appoint additional Sub-Processors. Tailor Made shall inform the Customer of any intended changes concerning the addition or replacement of Sub-Processors from those which it uses as at the date of this Agreement);
  - 7.6.2. ensure that Tailor Made personnel authorised to process Personal Data are subject to binding written contractual obligations to keep the Personal Data confidential (except where disclosure is required in accordance with the DP Laws or a court or other body of competent jurisdiction).
- 7.7. Tailor Made shall refer all Access Requests received to the Customer without undue delay.
- 7.8. Tailor Made shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Tailor Made) to ensure compliance with the Customer's obligations under DP Laws with respect to:
  - 7.8.1. security of processing;
  - 7.8.2. data protection impact assessments;
  - 7.8.3. prior consultation with a supervisory authority regarding high-risk processing; and
  - 7.8.4. notification to the supervisory authority and/or communications to data subjects by the Customer in response to a Data Breach.
- 7.9. Tailor Made will not transfer Personal Data to countries outside the EEA or to a country or third party in respect of which an adequacy decision has not been made or in relation to which Appropriate Safeguards have not been put in place without written consent from the Customer.
- 7.10. Tailor Made shall, in accordance with DP Laws:
  - 7.10.1. maintain written records of all categories of processing activities carried out on behalf of the Customer; and
  - 7.10.2. make available to the Customer such information as is reasonably necessary to demonstrate Tailor Made's compliance with the obligations of Processors under DP Laws, and allow for and contribute to audits, including inspections, by the Customer for this purpose, subject to the Customer:
    - 7.10.2.1. giving Tailor Made reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
    - 7.10.2.2. ensuring that all information obtained or generated by the Customer in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable laws); and
    - 7.10.2.3. ensuring that such audit or inspection is undertaken during Tailor Made's normal Business Hours with minimal disruption to Tailor Made's or any Sub-Processor's business.
- 7.11. In respect of any Data Breach involving Personal Data, Tailor Made shall promptly notify the Customer with details of the Data Breach.
- 7.12. Tailor Made shall, at the Customer's written request, either delete or return all the Personal Data comprised in Customer Data to the Customer in such form as the Customer reasonably requests, within a reasonable time after the earlier of:
  - 7.12.1. the end of the performance of the relevant Services; or
  - 7.12.2. once processing by Tailor Made of any Personal Data is no longer required for the purposes of this agreement.
- 7.13. Tailor Made shall:
  - 7.13.1. delete existing electronic copies of Personal Data comprised in Customer Data held in back-up or archival systems to the extent that doing so is technically and commercially feasible (unless storage of any data is required by applicable laws);
  - 7.13.2. be entitled to retain copies of any Personal Data concerning personnel of the Customer to the extent that the same are contained in business communications between the parties and/or recorded as part of any service incident or problem notified to Tailor Made as part of the Services (provided that Tailor Made continues to hold such data in accordance with the DP Laws);
  - 7.13.3. be entitled to retain and use anonymised data derived from the Customer's use of the Services for statistical and business improvement purposes.



## **8. Personal Data Protection**

- 8.1. In connection with the supply of Services and Deliverables, Tailor Made may from time to time process personal data. Such processing is performed only when necessary to fulfil Tailor Made's contractual obligations towards the Customer, and upon request and according to the written instructions of the Customer.
- 8.2. With respect to Tailor Made's processing of personal data in the frame of a Delivery Agreement the Parties shall conclude and enter into a Third Party Processing Agreement data processing agreement, in compliance with article 28 of the GDPR, regulating all aspects of the processing activities to be carried out by Tailor Made, as well as the specifications of the purpose of processing, the type of personal data, and the categories of data subjects, etc.
- 8.3. Tailor Made shall ensure that all technical and organizational measures are taken to protect the personal data in accordance with the requirements of the GDPR.

## **9. Equipment**

### **9.1. Order**

- 9.1.1. Any quotation for Equipment is valid for a period of 48 hours unless otherwise specified and Tailor Made may withdraw it at any time by notice to the Customer.
- 9.1.2. Tailor Made may deliver the Equipment by separate instalments. High value items will be invoiced on receipt by either Tailor Made or the Customer with each separate instalment (if applicable) invoiced and paid for in accordance with the provisions of the relevant Agreement.
- 9.1.3. No Order for Equipment which has been acknowledged by Tailor Made pursuant to the Agreement or otherwise, may be cancelled by the Customer, except with the written agreement of Tailor Made and provided that the Customer indemnifies Tailor Made in full against all direct loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by Tailor Made as a result of cancellation.
- 9.1.4. Tailor Made reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Tailor Made that is due to;
- 9.1.5. any factor beyond the control of Tailor Made (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.1.6. any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods specification; or
- 9.1.7. any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give Tailor Made adequate or accurate information or instructions in respect of the Goods.

### **9.2. Quantity and Description**

- 9.2.1. The quantity and description of the Equipment shall be as set out in an Agreement
- 9.2.2. Any samples, descriptions or specifications for the Equipment issued by Tailor Made are for illustrative purposes only and they do not form part of the Agreement.
- 9.2.3. Tailor Made shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee for the Equipment given by the manufacturer to Tailor Made.
- 9.2.4. The Equipment shall remain the property of Tailor Made until all Charges relating thereto and all other sums which are or which become due to Tailor Made from the Customer pursuant to the Agreement have been paid in full.
- 9.2.5. Risk to the Equipment or other goods will pass to the Customer from the date of delivery to the Customer.

### **9.3. Delivery**

- 9.3.1. Tailor Made shall use its reasonable endeavours to deliver the Equipment on the date or dates specified by the Customer in the Agreement but any such date(s) are approximate only. If no dates are specified, delivery shall be within a reasonable time of date of the order pursuant to an Agreement.
- 9.3.2. Tailor Made is not in any circumstances liable for any delay in delivery outside its reasonable control unless specified otherwise in an Agreement.
- 9.3.3. Delivery shall be made during Business Hours unless specified otherwise in an Agreement.

- 9.3.4. The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and installing the Equipment. If Tailor Made is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, Tailor Made may levy reasonable additional charges to recover its direct loss arising from this event.

## 10. Customer's Obligations

### 10.1. The Customer shall:

- 10.1.1. co-operate with Tailor Made in all matters relating to the Services and appoint, an individual or individuals who shall have the authority contractually to bind the Customer on matters relating to the Services;
- 10.1.2. provide, for Tailor Made, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer Premises and appropriate Customer Equipment, and such office accommodation, data and other facilities as may reasonably be requested by Tailor Made;
- 10.1.3. provide, in a timely manner, such information as Tailor Made may reasonably request and ensure that it is accurate in all material respects;
- 10.1.4. be responsible (at its own cost) for preparing and maintaining the relevant Customer Premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services by Tailor Made at those Customer Premises;
- 10.1.5. inform Tailor Made of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer Premises;
- 10.1.6. inform Tailor Made of any Customer requirements that may necessitate specific data protection or data retention Services;
- 10.1.7. ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used, in relation to the Services, and conforms to all relevant United Kingdom standards or requirements;
- 10.1.8. make available suitable staff and operating time on any associated system(s) to enable tests to be carried out. For this purpose, if necessary, suitable staff must be made available at remote location(s). Where the equipment is located at the premises of a third party and/or remote location, the Customer shall secure the necessary access to the Equipment and or any Loan Equipment at such location(s) as required by Tailor Made.
- 10.1.9. use any Loan Equipment in accordance with its operating manuals and promptly and regularly carry out all operators maintenance routines as and where specified.
- 10.1.10. use in conjunction with any Loan Equipment such operating supplies and media as shall comply with the recommendations of the Loan Equipment manufacturer, Tailor Made or its approved agents.
- 10.1.11. ensure any Loan Equipment is to be used or operated only by staff in the employment of, or under the control of the Customer, such equipment to be used within manufacturers recommended guidelines.
- 10.1.12. where possible, permit only Tailor Made or its approved agents to adjust, repair or maintain any Loan Equipment.. If the Customer requires third parties or internal staff to adjust, repair or maintain the Loan Equipment then all and any Tailor Made Services required to adjust, repair or maintain the Loan Equipment will be chargeable, including recurrences of previously resolved occurrences.
- 10.1.13. notify Tailor Made promptly of any faults or defects in the operation of any Loan Equipment.
- 10.1.14. consistently maintain the environmental conditions recommended by the manufacturer of any Loan Equipment, Tailor Made or its approved agents.
- 10.1.15. notify Tailor Made in writing immediately if there is a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.
- 10.1.16. if Tailor Made's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Tailor Made shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay. Tailor Made reserves the right to recover costs incurred as a result of such prevention of its performance.
- 10.1.17. if the Customer delays or cancels any Services within 2 weeks of the agreed start date Tailor Made reserves the right to recover in full for any Project Team resource time that cannot be reallocated to other Services.

## **11. Charges and Payment**

### **11.1. Charges**

- 11.1.1. In consideration for the provision of the Services, the Customer shall pay Tailor Made the Charges as set out in the relevant Agreement.
- 11.1.2. The Charges shall be paid in pounds sterling, unless otherwise specified in the Charges Form.
- 11.1.3. Tailor Made reserves the right to increase the Charges for each Subsequent Term pursuant to the Specific Terms and/or the Order Form.

### **11.2. Time and Materials**

- 11.2.1. If the Charges are to be charged on a 'time and materials' basis the charges shall be calculated as follows:
- 11.2.2. the charges payable for the Services shall be calculated in accordance with Tailor Made's standard daily fee rates in force from time to time, details of which shall be set out in the relevant Agreement;
- 11.2.3. the standard hourly / daily rate is applicable during Business Hours. Weekdays from 18:00 to 23:59 and 06:00 to 07:59 is charged at time and a half. Weekdays from 00:00 to 05:59 and Weekends/Public holidays is charge at double time.
- 11.2.4. Tailor Made shall be entitled to charge on a pro-rata basis for part-days unless it has agreed with the Customer otherwise; and
- 11.2.5. Tailor Made's standard daily fee rates are calculated on the basis of Business Hours;
- 11.2.6. Over time charges require prior approval in writing by the Customer and will be charged at the Tailor Made prevailing rate.
- 11.2.7. Tailor Made shall ensure that the members of the Project Team complete time sheets, recording time spent on the Services for charging on a 'time and materials' basis, and Tailor Made shall use such time sheets to calculate the charges for the Services.
- 11.2.8. Tailor Made may increase the Time and Material Rate subject to giving the Customer one month's prior notice of any increases.

### **11.3. Fixed Price Charging**

- 11.3.1. Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the relevant Agreement.
- 11.3.2. Unless stated otherwise in a Service Agreement, the total price shall be paid to Tailor Made in instalments as set out in the Agreement, with the payment of each instalment (where relevant) being conditional on Tailor Made having achieved the appropriate Project Milestone and/or Deliverable as set out in the Agreement.
- 11.3.3. On achieving a Project Milestone and/or Deliverable, Tailor Made shall invoice the Customer for the charges that are then payable in accordance with the relevant Agreement.
- 11.3.4. If Tailor Made has agreed to a fixed price in relation to any particular Agreement then Tailor Made reserves the right to amend the fixed price on giving notice to the Customer if:
- 11.3.5. the scope of, or functionality required in the Service changes or increases as a result of the Customer's changes, requirements or instructions, or
- 11.3.6. there is any material increase in the cost of the Service.

### **11.4. Monthly Charging**

- 11.4.1. Where the Services are provided on a monthly charging basis, Tailor Made shall invoice the monthly Charges in accordance with the relevant Agreement.
- 11.4.2. If recurring service billing has not commenced three (3) months after signing the contract, Tailor Made reserve the right to commence billing from the 1st day of month four (4) after the date that the contract was signed (unless the delay is accepted and acknowledged as caused by Tailor Made).

### **11.5. Invoicing and Payment**

- 11.5.1. Invoicing: Unless otherwise specified in the Agreement or as otherwise set in out in these General Conditions, Tailor Made shall invoice the Charges to the Customer on a monthly basis.
- 11.5.2. VAT: All amounts payable by the Customer 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 Agreement by Tailor Made to the Customer, the Customer shall, on receipt of a valid VAT invoice from Tailor Made, pay to Tailor Made 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.

- 11.5.3. Payment: Tailor Made shall be entitled to suspend the relevant Services for non-payment by the Customer providing it has given at least 2 (two) days written notice of such suspension to the Customer beforehand.
- 11.5.4. Equipment or Third Party Services: In respect of Equipment purchased by Tailor Made on behalf of the Customer, or Third Party Services provided to the Customer as part of the Services, the Customer shall pay for the same within 14 days date of invoice.
- 11.5.5. Expenses: Unless otherwise specified in the Agreement the Customer where agreed in writing beforehand shall reimburse to Tailor Made, in addition to the Charges, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by Tailor Made's employees, subcontractors and agents in the provision of the Services. Tailor Made shall submit its invoices for expenses to the Customer monthly in arrears.
- 11.5.6. Interest: If the Customer fails to make any payment due to Tailor Made under an Agreement by the due date for payment, and the reason for non-payment is not due to the amounts being disputed in good faith by the Customer, then, Tailor Made may charge the Customer interest accruing after the due date for payment on the overdue amount at the rate of 4% above the prevailing Bank of England's base rate.. 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.
- 11.5.7. Records: Tailor Made shall maintain complete and accurate records of the Services provided under an Agreement charged on a 'time and materials' basis (setting out the time spent and materials used by Tailor Made in providing such Services), sufficient to enable the Customer to verify the accuracy of any invoices submitted pursuant to an Agreement.
- 11.5.8. Set-off: All amounts due under an Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Tailor Made may, without prejudice to any other rights it may have, set-off any liability of the Customer to Tailor Made against any liability of Tailor Made to the Customer.
- 11.5.9. Delivery, Title and Risk; Manufacturing requirements may cause Products to be delivered by instalments. Risk passes on delivery, title to Products passes to Customer when full payment is made. Tailor Made shall be entitled at any time before title passes (without liability), but with reasonable notice, to enter the premises of the Customer and re-possess Products or to use or sell the Products.
- 11.5.10. Acceptance of Products: Unless Customer shall, within two working days following delivery, inspect the Products and notify Tailor Made, in writing, of any defects found, the Products shall be deemed to be accepted on delivery.
- 11.5.11. Invoice disputes: In the event that the Customer disputes, in good faith, any charges invoiced by Tailor Made, the Customer shall notify Tailor Made of such dispute within seven (7) days of date of the respective invoice and the parties shall endeavour to resolve such dispute within fourteen (14) days following such notification. Any such dispute shall not affect the Customer's obligation to pay Tailor Made the undisputed part of the invoice. If no notice of a disputed invoice is given within seven (7) days of receipt of the respective invoice the Customer is deemed to have accepted the invoice in full.

#### **11.6. Price increases**

- 11.6.1. Tailor Made reserves the right to increase the Charges on an annual basis by the higher of either (i) the Consumer Price Increase (CPI) as per [www.ons.gov.uk](http://www.ons.gov.uk) or (ii) 2.5%, subject to giving the Customer 30 days' prior notice in writing.

## **12. Rights and Remedies**

- 12.1. The rights and remedies provided under an Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.2. Where an Agreement provides for Service Credits to be payable or credited in respect of any failure to meet Service Levels, such sums shall be the Customer's sole and exclusive remedy for the failure in question and Tailor Made shall have no further liability to the Customer unless such failure relates to the fraud, negligence, wilful, wrongdoing and/or other material contractual breach of Tailor Made or its employees or sub-contractors.

### **13. Intellectual Property Rights (“IPR”)**

- 13.1. Each Party shall remain the owner of any IPR held by such Party prior to the date of the Agreement and of any IPR developed thereafter by such Party independently of the Agreement, or in case of third party IPR, in the respective third party. The foregoing shall also apply for any tools, templates, know-how, data and/or methods used by Tailor Made to perform the Services. Unless otherwise specifically set out to the contrary, nothing in the Agreement shall be construed to grant a Party any right, by licence or otherwise, to the IPR of the other Party.
- 13.2. All IPR resulting from or otherwise deriving (directly or indirectly) from Tailor Made’s provision of Services under the Agreement shall exclusively vest in and remain the property of Tailor Made. Tailor Made grants Customer, who accepts, a non-exclusive, personal, non-transferable and non-sub licensable right to use the relevant Tailor Made IPR for the sole purpose of using the relevant Services for the purposes as outlined in the Agreement and solely during the term of the Agreement. In the event it has been agreed in a Delivery Agreement that Tailor Made shall deliver certain Deliverables as part of the Services, the Parties agree that all title, right and interest in such Deliverables shall to the maximum extent permitted by law be transferred and assigned to the Customer, unless otherwise explicitly agreed between the Parties, and the fee to be paid by Customer for such transfer shall be considered as included in the price for delivering the Services. Such transfer of rights shall however not prevent Tailor Made to deliver similar or identical deliverables to other parties without any restriction, subject to compliance with its confidentiality obligations under this Agreement.
- 13.3. Customer grants Tailor Made a non-exclusive, world-wide, fully paid-up right to use, modify and reproduce any Customer IPR exclusively for the provision of the Services and/or Deliverables, without any right to divulge this IPR to a third party.
- 13.4. For avoidance of doubt, title to all IPR in or related to Products shall remain vested in the respective Product Vendor and shall not be included in Tailor Made’s licence granted All usage of the Products shall be subject to the applicable end user terms and conditions/end user licence agreement defined by the relevant Product Vendors.
- 13.5. Tailor Made shall be entitled to use, for its own benefit and for the benefit of other customers/third parties, all knowledge, know-how and skills used and/or acquired when performing the Services in future assignments to other customers, subject to compliance with its confidentiality obligations under this Agreement.

### **14. Confidentiality**

- 14.1. Each party shall keep all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under this agreement.
- 14.2. The obligation of confidence shall not apply where the Confidential Information:
  - 14.2.1. is required to be disclosed by operation of law;
  - 14.2.2. was in the possession of the recipient prior to disclosure by the other party;
  - 14.2.3. is subsequently acquired from a third party without any obligation of confidence;
  - 14.2.4. is or becomes generally available to the public through no act or default of the recipient; or
  - 14.2.5. is disclosed on a confidential basis for the purposes of obtaining professional advice.
- 14.3. All materials, equipment and tools, drawings, specifications and/or data supplied by Tailor Made to the Customer shall at all times be and remain the exclusive property of Tailor Made, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until the termination or expiry of this agreement (or earlier if so requested by Tailor Made) when any such property shall be returned to Tailor Made and such property shall not be disposed of or used other than in accordance with Tailor Made’s written instructions or authorisation.

### **15. Non-Solicitation**

- 15.1. During the term of all commercial Agreements with Tailor Made, and for a period of one year following termination of those Agreements, neither party will solicit, actively engage with nor employ any of the other party’s personnel.

## 16. Change Control

- 16.1. Customer may request a change to Tailor Made's scope of work after a Delivery Agreement has been concluded. Such change shall be governed by the change control mechanism as specified in this section
- 16.2. If Tailor Made determines that any additional work needs to be performed or if Tailor Made's scope of work needs to be adjusted after a Delivery Agreement has been concluded, Tailor Made shall inform the Customer's authorized representative promptly. Tailor Made shall not carry out any additional work or make any adjustments to its scope of work without the approval of the Customer's authorized representative to such additional work or adjustments.
- 16.3. Change requests shall be made in writing using a change request form delivered by the requesting Party to the authorized representative of the other Party.
- 16.4. Where a request for change is made by the Customer, Tailor Made shall within seven (7) days of receipt of the change request inform the Customer in writing of any change to the Agreed Specification, any increase or decrease in costs and any change to the estimated time schedule or inform the Customer that such requested change is not possible or unreasonable to execute. The Customer shall inform Tailor Made in writing within seven (7) days of receipt of such written notice if the Customer wishes the requested change to be made and in such case Tailor Made shall update the Agreed Specification(s).

## 17. Anti-Bribery Compliance

- 17.1. Both parties shall:
  - 17.1.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
  - 17.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
  - 17.1.3. immediately notify the other party in writing if a foreign public official becomes an officer or employee. Both parties warrant that it has no foreign public officials as officers or employees at the date of execution by the parties of the Agreement.
- 17.2. Breach of this clause by either party shall be deemed a material breach incapable of remedy.

## 18. Limitation of Liability

- 18.1. The following provisions set out the entire financial liability of Tailor Made (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - 18.1.1. any breach of the term of the Agreement howsoever arising; and
  - 18.1.2. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Agreement or the Services.
- 18.2. All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.
- 18.3. Nothing in this Agreement shall limit or exclude a party's liability for:
  - 18.3.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 18.3.2. fraud or fraudulent misrepresentation; or
  - 18.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 18.4. For any other liability, the limit of liability arising from a single event (or, where a series of connected events, the first event) shall be the total Charges paid or payable by the Customer under the relevant Service Conditions in that Contract Year.
- 18.5. Neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection this Agreement or the delivery of the Services.

## 19. Termination

- 19.1. Without affecting any other right or remedy available to it, either Party may terminate the agreement by giving written notice to the other party if:
- 19.1.1. the other party fails to pay any amount due under the Agreement on the due date for payment and that amount is not due to an invoice dispute and remains in default more than seven (7) days after being notified in writing to make such payment;
  - 19.1.2. the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing to do so;
  - 19.1.3. the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
  - 19.1.4. 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;
  - 19.1.5. 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;
  - 19.1.6. 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 (being a company);
  - 19.1.7. 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);
  - 19.1.8. 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;
  - 19.1.9. 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;
  - 19.1.10. 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 the other party's assets and such attachment or process is not discharged within fourteen (14) days;
  - 19.1.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 19.2. Tailor Made may immediately terminate or suspend all or any part of an Agreement if:
- 19.2.1. Tailor Made reasonably considers that use of the Services by the Customer or any User;
    - 19.2.1.1. is in breach or may be in breach of any relevant statutory or regulatory act, regulation, code or similar;
    - 19.2.1.2. is fraudulent or illegal or might be fraudulent or illegal; or
    - 19.2.1.3. the termination or suspension is in accordance with an order, instruction or request of government, an emergency service organisation or other competent administrative authority or is as a result of Tailor Made otherwise losing its authorisation to provide the Services.
- 19.3. Exercise by Tailor Made of its right of suspension in connection with non-payment by the Customer of Tailor Made's valid charges under an agreement shall not function as a waiver of any right of termination which Tailor Made may have under this agreement.

## 20. Consequences of Termination

- 20.1. On termination of the Agreement:
- 20.1.1. the parties shall comply with any relevant Exit Plan;
  - 20.1.2. the Customer shall immediately pay to Tailor Made all of Tailor Made's outstanding unpaid invoices and interest and, in respect of the Services supplied, or yet to be supplied under the Term of the Agreement, for which no invoice has been submitted, Tailor Made may submit its invoice which will be payable on receipt. For Customer's with Services that are billed on a usage basis the value of outstanding unpaid invoices will be calculated on the average of the last 3 months of full billing;
  - 20.1.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages which existed at or before the date of termination shall not be affected

## **21. Dispute Resolution**

21.1. In the event of any disagreement or dispute between the parties arising out of any matter or arising out of the Agreement, the parties shall, in the first instance seek to resolve the matter by discussions between their respective representatives designated specially for this purpose. In the event these representatives are unable to resolve the disagreement or dispute within seven (7) business days, it shall be referred for resolution to a committee comprising a senior management representative from each party.

## **22. Third Party Rights**

22.1. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

## **23. Force Majeure**

23.1. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control as specified in the Service Contract. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

## **24. Variation and Waiver**

- 24.1. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 24.2. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 24.3. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 24.4. A party that waives a right or remedy provided under the Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

## **25. Severance**

- 25.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 25.2. If one party gives notice to the other of the possibility that any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **26. Assignment and Other Dealings**

- 26.1. The Customer may not assign, transfer or subcontract any or all of its rights and obligations under the Agreement without Tailor Made's prior written consent.
- 26.2. Tailor Made may assign, transfer or subcontract any or all of its rights and obligations under the Agreement.



## **27. No Partnership or Agency**

- 27.1. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 27.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **28. Notices**

- 28.1. Any notice given to a party under or in connection the Agreement shall be in writing and shall be:
- 28.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 28.1.2. sent by email
- 28.2. Any notice shall be deemed to have been received once Tailor Made has acknowledged receipt in writing.
- 28.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

## **29. Entire Agreement**

- 29.1. The Agreement constitutes the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 29.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in an Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

## **30. Counterparts**

- 30.1. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 30.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **31. Governing Law**

- 31.1. The Agreement 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.

## **32. Jurisdiction**

- 32.1. 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 the Agreement or their subject matters or formation (including non-contractual disputes or claims).