

## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

**Company:** Techland Systems International Limited.

**Conditions:** these Terms and Conditions of Supply.

**Contract:** any contract between the Company and the Customer for the supply of Services, incorporating these Conditions.

**Customer:** the person, firm or company who purchases the Services from the Company.

**Effective Date:** the date upon which a written acknowledgement of order is issued and executed by the Company pursuant to Condition 2.5, unless a later date is stipulated in the acknowledgement of order.

**Hardware:** any equipment supplied to the Customer by the Company which has been installed by the Company, or by the Company's approved dealer, or by the Customer in accordance with instructions supplied by the Company or the manufacturer of the equipment.

**Intellectual Property Rights:** any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered.

**Minimum Term:** the initial 12 month period of the Contract.

**Personal Data:** any data relating to a living individual who may be identified from such data.

**Services:** the reactive Hardware maintenance services and the Software support services agreed in the Contract to be performed by the Company for the Customer.

**Service Fee:** the annual charge for the Services.

**Site:** the Customer's premises where the Services are to be performed.

**Software:** any software supplied to the Customer by the Company.

**System:** the Hardware and the Software.

**Working Hours:** between 09.15 and 17.15 on Monday to Friday inclusive, excluding any public or bank holidays.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these Conditions.

## **2. APPLICATION OF TERMS**

- 2.1 Subject to any variation under Condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to the supply of any and all Services by the Company and any variation to these Conditions and any representations about any Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgment of order is issued by the Company.
- 2.6 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches a written acknowledgment of order to the Company. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

### **3. ELIGIBILITY FOR SUPPORT AND THE SERVICES**

- 3.1 In order to be eligible for support under the Contract, the System must be unmodified, properly maintained and operated according to the Company's specifications and must also be in good operating condition.
- 3.2 The Company may, in its sole discretion, examine and test the System in order to ascertain its eligibility for support prior to the provision of the Services hereunder. If the System is ineligible for support or is not operational as at the Effective Date, any repairs, modifications and adjustments which the Company determines to be necessary in order to make the System eligible for support shall be made at the Company's then current time and materials rates.
- 3.3 The Company shall perform the Services with reasonable skill and care. The Company shall be entitled to make changes to the Services without notice to the Customer, provided such changes do not have a material adverse affect on the Customer's business operations.
- 3.4 The Services shall be provided within Working Hours. If the Company has confirmed in the written acknowledgment of order issued pursuant to Condition 2.5 that the Services will also be provided outside Working Hours, the Services will be provided during the hours stated in the written acknowledgment of order. The Customer may request the Company to provide the Services outside Working Hours at any time, provided that the Company reserves the right in its sole discretion not to accede to the Customer's request. Where the Company agrees to the Customer's request, the Customer will be charged for the Services provided pursuant to the Customer's request on a time and materials basis.
- 3.5 The Services shall be provided by telephone and email. If so confirmed in the written acknowledgment of order issued pursuant to Condition 2.5, the Services may also comprise any or all of the following:
- (a) the provision of Software updates;
  - (b) the provision of Hardware replacement and repair services;
  - (c) the provision of onsite support services.
- 3.6 The Customer may request the Company to provide any or all the Services described in Condition 3.5 at any time, provided that the Company reserves the right in its sole discretion not to accede to the Customer's request. Where the Company agrees to the Customer's request, the Customer will be charged for the Services provided pursuant to the Customer's request on a time and materials basis.
- 3.7 Where it has been agreed that the Company will undertake Hardware replacement and repair services:

- (a) upon receipt of a notification from the Customer that the Hardware has failed or is otherwise malfunctioning, the Company will determine whether a fault exists in the Hardware and if so, will use reasonable endeavours to despatch a replacement unit or parts to the Site (subject to the availability of a replacement unit or parts) within 8 hours during Working Hours, but this response time is an estimate only and time shall not be of the essence for performance of the Services; and
- (b) all defective parts removed from the Hardware by the Company shall become the property of the Company and their replacements shall become the property of the Customer.

3.8 The Company shall not be required to provide the Services where:

- (a) modification to the Hardware, Software or firmware has been effected by anybody other than the Company;
- (b) hardware not approved by the Company has been installed on the System;
- (c) the System has been used outside the specifications specified by the Company from time to time; or
- (d) the Customer has failed to notify the Company of any defect or suspected defect in the System at the time that the defect became known, or ought reasonably to have become known, to the Customer.

3.9 For the avoidance of doubt, the following matters shall not be covered by the Services:

- (a) work requested by the Customer for rearrangement, including without limitation providing additional wiring, cabling, relocating the Hardware or repairing a previously prepared Site to make it operational;
- (b) any electrical work which is external to the Hardware;
- (c) the refurbishment or repair of the Hardware casing;
- (d) the addition or removal of accessories, attachments or other devices from the Hardware;
- (e) the repair of damage resulting from accident, transportation, neglect or misuse, lighting, any failure or fluctuation of electrical power, air conditioning or humidity control, telephone line failure, failure of foreign interconnecting equipment, operator error or any causes arising other than as a result of ordinary use; or
- (f) the supply and installation of consumable media or any other operating and maintenance supplies.

3.10 The Customer may request the Company: (i) for any matter referred to in Condition 3.8, to provide the Services; and (ii) for any matter referred to in Condition 3.9, to undertake the work required, in each case at any time, provided that the Company reserves the right in its sole

discretion not to accede to the Customer's request. Where the Company agrees to the Customer's request, all corresponding charges shall be payable on a time and materials basis.

#### **4. OBLIGATIONS OF THE CUSTOMER**

##### **4.1 The Customer shall:**

- (a) ensure that proper environmental conditions are maintained for the Hardware and shall maintain in good condition the accommodation of the Hardware, the cables and fittings associated therewith and the electricity supply thereto;
- (b) not make any addition or modification to the Hardware without the Company's prior written consent;
- (c) keep and operate the Hardware in a proper and prudent manner and in accordance with the Company's operating instructions and ensure that only competent trained and authorised employees are allowed to operate the Hardware;
- (d) ensure that the external surfaces of the Hardware are kept clean and in good condition and shall carry out any minor maintenance recommended by the Company from time to time;
- (e) save as aforesaid, not attempt to adjust, repair or maintain the Hardware and shall not request, permit or authorise anyone other than the Company to carry out any adjustments, repairs or maintenance of the Hardware;
- (f) use on the Hardware only such operating supplies as the Company shall advise in writing;
- (g) not move the Hardware nor remove the Hardware from the Site without the Company's prior written consent;
- (h) not use in conjunction with the Hardware any accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by the Company;
- (i) provide the Company with full and safe access to the Hardware for the purposes of this Agreement and adequate working space surrounding the Hardware;
- (j) ensure that backup copies of all Software and security tools and keys are made available to the Company prior to the Company commencing performance of the Services;
- (k) make available to the Company such programs (including releases and updates), operating manuals and information as may be necessary to enable the Company to perform its obligations hereunder and shall, if requested by the Company, provide the Company with staff who are familiar with the Customer's programs and operations,

which staff shall upon request provide the Company with notification of any failure or malfunction and shall cooperate fully with the Company's personnel in the diagnosis of any malfunction of the Hardware, including undertaking the performance of such tests as the Company's personnel may require;

- (l) make available to the Company, free of charge, all facilities and services reasonably required by the Company to enable the Company to perform the Services, including without limitation, computer runs, core dumps, printouts, data preparation, office accommodation and facilities, typing and photocopying;
- (m) at all times keep a record of all Hardware and Software used, (in a form to be approved by the Company) and allow the Company to inspect such record at all reasonable times;
- (n) keep full security copies of the Customer's programs, databases and computer records in accordance with best computing practice;
- (o) insure any substitute units supplied pursuant to Condition 3.7 (b) to their full replacement value with a reputable insurance company and indemnify the Company for any loss or damage suffered by the Company as a result of loss or damage to such units;
- (p) upon request, provide the Company with copies of magnetic tape or a paper listing of memory dumps in order to demonstrate that any fault alleged by the Customer exists in relation to the Hardware. Such tape or paper copies shall be returned by the Company upon request;
- (q) upon request, provide the Company with direct on-line access to the System for remote Software diagnosis and maintenance if so required;
- (r) nominate one person to be the Customer's principal contact between the parties, to whom the Company shall address all enquiries, responses and correspondence;
- (s) ensure that each Software update that the Company issues to the Customer is installed and implemented upon receipt; and
- (t) ensure that any units which have been replaced are returned to the Company within 5 working days of receipt. The cost of returning replacement units shall be for the account of the Customer and the method of return must be one which is suitable for the equipment being returned. It is the Customer's responsibility to provide a proof of delivery for the replacement unit should such proof of delivery be required by the Company.

4.2 If the Company's performance of its obligations under the Contract is prevented, delayed, suspended or otherwise adversely affected by any act or omission of the Customer, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

- 4.3 The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 4.4 The Customer shall hold the Company harmless and keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.

## 5. **NON-SOLICITATION**

The Customer shall not, at any time from the Effective Date to the expiry of 12 months after the last date of supply of the Services or termination of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.

## 6. **CHARGES**

- 6.1 The Customer shall pay the Service Fee, together with such other charges for the Services (if any) as shall be notified to the Customer by the Company (including but not limited to any charges payable on a time and materials basis as aforesaid), which Service Fee and charges are exclusive of VAT, which the Company shall add to its invoices at the appropriate rate.
- 6.2 The Company shall be entitled to vary the Service Fee at any time and any such variation shall become effective on the anniversary of the Effective Date in the year immediately following the variation. The Company shall notify the Customer of any such variation on the invoice requesting payment of the Service Fee, which is issued annually.

6.3 Without prejudice to Condition 6.1, the Customer shall pay to the Company any additional sums which, in the Company's sole discretion, are required as a result of any cause attributable to the Customer directly or indirectly, including without limitation, any act or omission of the Customer falling within Condition 4.3.

## **7. PAYMENT**

7.1 The Service Fee shall be payable on the Effective Date and shall be payable thereafter annually in advance prior to the anniversary of the Effective Date. All other sums payable under the Contract must be paid within 30 days of the relevant invoice therefor. All payments shall be made without any deduction, whether by way of set-off, counterclaim, abatement or otherwise.

7.2 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company on the due date, the Company may charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Lloyds TSB Bank plc's base lending rate from time to time calculated on a monthly basis, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.3 Time for payment shall be of the essence of the Contract.

7.4 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision. This Condition 7.4 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.5 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.

7.6 Without prejudice to Condition 7.2, any failure by the Customer to pay the Company any sum by the due date for payment shall entitle the Company, at any time and without notice to the Customer and without limitation to any other remedy available to the Company under these Conditions, the Contract, or otherwise:

7.6.1 To suspend or cancel the performance of any Services; and

7.6.2 To treat the Contract as having been repudiated by the Customer.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 As between the Customer and the Company, all Intellectual Property Rights and all other rights in the Services shall be owned by the Company. Subject to Condition 8.2, the Company licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. If the Contract is terminated, this licence will automatically terminate.
- 8.2 The Customer acknowledges that, in instances where the Company does not own any of the Intellectual Property Rights, the Customer's use of such rights is conditional on the Company obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Customer.

## **9. CONFIDENTIALITY**

- 9.1 The Customer 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 Customer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Services or the Company's business which the Customer may obtain.
- 9.2 The Customer may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
- 9.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition 9.
- 9.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

## **10. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

- 10.1 Subject always to any additional limitation of the Company's liability elsewhere in these Conditions, this Condition 10 sets out the entire financial liability of the Company (including any

liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Customer of the Services, or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions limits or excludes the liability of the Company:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
- (c) for any liability incurred by the Customer as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

10.4 Subject to Condition 10.2 and Condition 10.3

- (a) the Company shall not be liable for:
  - (i) loss of profits; or
  - (ii) loss of business; or
  - (iii) depletion of goodwill and/or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of goods; or
  - (vi) loss of contract; or
  - (vii) loss of use; or
  - (viii) loss of corruption of data or information; or
  - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the monthly pro-rata amount of the Service Fee which would (but for the fact that the

Service Fee is payable annually in advance) be payable in the month in which the Customer's claim or claims arose.

## **11. DATA PROTECTION**

The Customer acknowledges that any Personal Data contained in any information received from the Customer may be processed by and on behalf of the Company in connection with the Services.

## **12. TERM AND TERMINATION**

- 12.1 The Contract will come into force on the Effective Date and will continue in force for the Minimum Term and thereafter indefinitely, unless and until terminated in accordance with this Condition 12.
- 12.2 Unless the Customer gives written notice of termination to the Company at least 90 days prior to the last day of the Minimum Term (such notice period to expire on the last day of the Minimum Term), the Contract shall continue indefinitely beyond the expiry of the Minimum Term for successive periods of 12 months duration, until such time as the Customer gives the Company 90 days written notice of termination, such notice period to expire on the last day of the relevant 12 month period.
- 12.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
  - (b) the other party commits a material breach of any of the terms 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 of the breach; or
  - (c) the other party repeatedly breaches any of the terms of the Contract 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 Contract; or
  - (d) 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of

section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

- (e) 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 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; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on 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;
- (g) 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; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- (i) 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; or
- (j) 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; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 12.3(d) to Condition 12.3(j) Condition 12.3(h) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

12.4 The Customer acknowledges that the Company relies upon its suppliers in providing the Services under the Contract. The Company reserves the right to terminate the Contract forthwith in the event of any material adverse change in the Company's relationship with any of its suppliers. In such an event, the Company will issue the Customer with a pro rata refund of the Service Fee.

12.5 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12.6 On termination of the Contract (however arising), the following Conditions shall survive and continue in full force and effect:

- (a) Condition 8;
- (b) Condition 9;
- (c) Condition 10;
- (d) Condition 12; and
- (e) Conditions 13-22.

### 13. **FORCE MAJEURE**

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport 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 any suppliers or subcontractors.

### 14. **VARIATION**

14.1 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Company requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

14.2 Subject to Condition 14.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **15. WAIVER**

- 15.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 15.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **16. SEVERANCE**

- 16.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 16.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **17. ENTIRE AGREEMENT**

- 17.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 17.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 17.3 Nothing in this Condition shall limit or exclude any liability for fraud.

## **18. ASSIGNMENT**

- 18.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.
- 18.2 The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 18.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

## **19. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## **20. RIGHTS OF THIRD PARTIES**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

## **21. COMMUNICATIONS**

- 21.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent electronically via email.
- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or
  - (b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

21.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; or
- (d) if sent by email, within twenty four hours of sending.

Communications addressed to the Company shall be marked for the attention of Mr. Anurag Patel.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

**Teckland Group**  
Unifying Communications

