



CONTRACT DETAILS

DMD	Company name: DMD Installations Limited Registration number: 05083082 Registered address: 40 Paddock Street, Norwich, England, NR2 4TW
DMD Contact	Contact Name: Contact e-mail:
Client	Company name: Registration number: Registered address:
Client Contact	Contact Name: Contact e-mail:
Resident Liaison Officer	Name: Contact e-mail: Contact phone number:
Site	
Commencement Date	
Term	The term shall expire on the completion of the Services and Deliverables, which shall be no later than:
Charges (exc. VAT)	
Payment Schedule (including a Retention, if applicable)	

Specification	
Special Conditions	

.....
 Signed for and on behalf of **DMD
 INSTALLATIONS LIMITED**

.....
 Signed by (Print name)

.....
 Date

.....
 Signed for and on behalf of the client

.....
 Signed by (Print name)

.....
 Date

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards as amended from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges for the supply of the Services as set out in the Contract Details and payable by the Client in accordance with clause 6.

Commencement Date: the date specified in the Contract Details.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.4.

Contract: the contract between the Client and DMD for the supply of Services in accordance with these Conditions and the Contract Details.

Contract Details: the contract details set out on the front pages of this document.

Client: the person, firm or company who purchases Services from DMD as set out in the Contract Details.

Client Works: has the meaning given in clause 5.1(l).

Data Controller: has the meaning set out in the Data Protection Legislation.

Data Processor: has the meaning set out in the Data Protection Legislation.

Data Protection Legislation: the Data Protection Act 1998, the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the law implementing the Network and Information Systems Security Directive 2016/1148 and (from implementation) the General Data Protection Regulation, including any national implementing laws, regulations or secondary legislation, and all applicable laws, statutes, regulations and standards relating to processing and/or security of personal data, privacy, electronic communications or direct marketing, as each are amended, updated or replaced from time to time, and including where applicable any guidance, notices and/or codes of practice issued by the Article 29 Working Party, the European Data Protection Board, the Data Protection Authority, any applicable Supervisory Authority and/or Government department in relation to applicable data protection law.

Data Subject: has the meaning set out in the Data Protection Legislation.

Deliverables: the deliverables set out in the Specification or otherwise to be produced or procured by DMD for the Client as agreed in writing between the parties.

General Data Protection Regulation: Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be

granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data: has the meaning set out in the Data Protection Legislation.

Proposal: the proposal document provided by DMD to the Client, setting out the Services to be carried out and the Charges.

Resident Liaison Officer: the person appointed by the Client whose details are set out in the Contract Details and who shall be responsible for liaising with residents at the Site during the Term.

Services: the services, including the Deliverables, supplied by DMD to the Client as set out in the Specification.

Site: the location set out in the Contract Details, or any other location at which DMD is to perform the Services.

Special Conditions: the special conditions (if any) set out in the Contract Details.

Specification: The Proposal and any other description or specification (including any relevant plans, drawings and/or designs) of the Services provided in the Contract Details or otherwise provided in writing by DMD to the Client.

Supervisory Authority: has the meaning set out in the Data Protection Legislation.

DMD Materials has the meaning set out in clause 5.1(q).

Term: the term of the Contract as set out in the Contract Details.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5 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.

1.6 A reference to writing or written includes e-mail but not fax.

2. BASIS OF CONTRACT

2.1 The Contract shall comprise of the Contract Details and these Conditions. If there is any conflict or ambiguity, unless otherwise expressly stated, the order of precedence is:

(a) any Special Conditions;

(b) the Contract Details;

(c) these Conditions,

to the extent of such conflict or ambiguity.

2.2 The Contract shall commence on the Commencement Date and continue unless and until terminated in accordance with these Conditions.

2.3 Any samples, drawings, descriptive matter or advertising issued by DMD, and any descriptions or illustrations contained in DMD's catalogues, brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions and the Contract Details apply to the Contract to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation (including the Proposal) given by DMD to the Client shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1 DMD will supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2 DMD will use all reasonable endeavours to meet any performance dates for the Services as specified by DMD, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3 DMD reserves the right to amend the Specification if necessary, to comply with any Applicable Laws, or if the amendment will not materially affect the nature or quality of the Services, and DMD shall notify the Client in any such event.
- 3.4 DMD warrants to the Client that:
- (a) the Services will be provided using reasonable care and skill; and
- (b) the Deliverables will be free from defects in design, material and workmanship and remain so for a period of 12 months following completion of the Services.
- 3.5 If the Client does not allow DMD access to the Site to provide the Services, the Client may be charged for any additional costs incurred by DMD as a result. If, despite its reasonable efforts, DMD is unable to rearrange access to the Site within a reasonable time frame, without prejudice to its other rights or remedies under these Conditions, DMD may terminate the Contract.
- 3.6 Any additional Services to be provided beyond those set out in the Specification shall be charged at DMD's standard rates at the time of performance and DMD will charge an additional fee for any materials that may be required to provide such additional Services.

4. CHANGES TO THE SERVICES

- 4.1 In the event that the Client wishes to alter or vary the Services from those agreed in the Specification after the Commencement Date (the "**Proposed Variation**"), the Client must provide full details of the Proposed Variation to DMD as soon as possible. On receipt of this request, DMD shall use its reasonable commercial endeavours to notify the Client whether the Proposed Variation would result in any amendment to the Charges, timing of the supply of the Services, the Client Works and any other information relevant to the Proposed Variation. The Client must then confirm within 5 Business Days of receiving notice of the revised Charges and/or timings whether it wishes to proceed on the basis of the revised Charges and/or timings, in which case, the Specification will be varied accordingly.
- 4.2 DMD reserves the right to carry out any alteration or variation to the Services if (in DMD's reasonable opinion) required by:
- (a) any Applicable Laws; or
- (b) the existence or discovery of any structural, contamination or similar defect or other adverse condition of the Site that would affect DMD's provision of the Services;
- (c) failure of the Client to obtain any licences, permissions and/or consents which may be required for provision of the Services;
- in which case, the Client will be notified. The Client will also be notified as soon as practicable if such alteration or variation will materially change the nature or quality of the Services. The Client shall be liable for any increase in the Charges as a result of such alteration or variation to the Services under this clause 4.2.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client will:
- (a) ensure that the Contract Details and any information the Client provides in the Specification is complete, accurate and not misleading;
- (b) provide specific details of any requirement for DMD to take safety measures in respect of its employees, agents, consultants and subcontractors beyond the provision of personal protective equipment (which, in DMD's reasonable opinion, is appropriate in the circumstances);

- (c) co-operate with DMD in all matters relating to the Services;
- (d) provide DMD, its employees, agents, consultants and subcontractors (together with such plant, machinery and equipment as is required for the performance of the Services), with unobstructed access to the Site and other facilities and services as DMD may reasonably require (including appropriate parking facilities);
- (e) provide DMD with complete and accurate details of any asbestos on the Site in the form of an asbestos survey report which is dated no more than 1 year before the Commencement Date;
- (f) provide DMD with details of any other matter or fact which may reasonably be expected to interfere with the supply of the Services (including any drawings, diagrams, plans or other information to identify such other matter or fact as may be reasonably requested by DMD);
- (g) provide DMD with such other information as DMD may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (h) appoint an appropriate Resident Liaison Officer;
- (i) where requested to do so by DMD, provide toilet and other comfort facilities for DMD, its employees, agents, consultants and subcontractors to use during the Term;
- (j) prepare the Site prior to and during the supply of the Services to ensure that DMD can properly perform its obligations under the Contract, in particular by ensuring that any scaffolding which is necessary for the performance of the Services is erected prior to commencement of the Services and is maintained throughout the Term;
- (k) provide DMD with accurate details of the location of any heating flues which are present on the Site;
- (l) construct or install, or procure the construction or installation of any works (including the provision of scaffolding in accordance with clause 5.1(j) above) to or at the Site that are required to enable DMD to provide the Services (the "**Client Works**") prior to and/or during the supply of the Services;
- (m) ensure that the Client Works:
- (i) comply with all Applicable Laws;
- (ii) are free from any defects or faults;
- (iii) are fit for purpose;
- (iv) are of satisfactory quality in respect of their workmanship and craft; and
- (v) are carried out using materials and equipment that are free from any defects or faults and are fit for purpose and are of satisfactory quality;
- (n) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (o) ensure that the Site is in a safe and secure condition and free from any hazardous substances at all times during the provision of the Services;
- (p) comply with all Applicable Laws, including health and safety laws;
- (q) at the Client's expense, keep all materials, equipment, documents and other property belonging to or provided by or obtained by DMD (the "**DMD Materials**") at the Site in safe custody, maintain DMD Materials in good condition until returned to DMD, and not dispose of or use DMD Materials other than in accordance with DMD's written instructions or authorisation; and
- (r) comply with any additional obligations as set out in the Specification.
- 5.2 Unless agreed between the parties in writing in advance of the Services being performed, it is the Client's responsibility to obtain all relevant and necessary approvals and consents from the relevant third parties. DMD will not be responsible for any delay in the provision of the Services (or any part of them) arising from the Client's failure or delay in obtaining the relevant approvals and/or consents.

- 5.3 If DMD's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or any failure by the Client to perform any relevant obligation ("**Client Default**"):
 - (a) without limiting or affecting any other right or remedy available to it, DMD will have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve DMD from the performance of any of its obligations in each case to the extent that the Client Default prevents or delays DMD's performance of any of its obligations;
 - (b) DMD will not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from DMD's failure or delay to perform any of its obligations as set out in this clause 5.3; and
 - (c) the Client will reimburse DMD on written demand for any costs or losses sustained or incurred by DMD arising directly or indirectly from the Client Default.
- 5.4 For the avoidance of doubt, DMD will not be liable for any defect or fault in respect of the Services and/or Deliverables that arises out of or in connection with the Client Works. The parties agree that the Client will be solely responsible for the Client Works.
- 6. CHARGES AND PAYMENT**
- 6.1 In consideration of the provision of the Services and the Deliverables by DMD, the Client shall pay the Charges.
- 6.2 Where the Charges are calculated on a time and materials basis, DMD's daily rates shall be based on an eight-hour day.
- 6.3 DMD reserves the right to increase the Charges for the Services by giving notice to the Client at any time before or during the performance of the Services to reflect any increase in the cost of the Services or the Deliverables or any other materials required for DMD to properly perform the Services that is due to:
 - (a) any Proposed Variation as requested by the Client in accordance with clause 4;
 - (b) any request by the Client to change the date of delivery of the Deliverables or performance of the Services;
 - (c) any increase in the price by the manufacturer or supplier of the Deliverables or any other materials required for the proper provision of the Services; or
 - (d) any delay caused by any instruction from the Client in respect of the Services or the Client's failure to provide adequate or accurate instructions to DMD in respect of the Services.
- 6.4 DMD will be entitled to invoice the Client for the Charges at the intervals set out in the Contract Details. If there are no intervals specified, DMD will be entitled to invoice the Client at any time on or after the Commencement Date for the Charges and DMD may invoice the Client for the Charges in instalments.
- 6.5 If the Contract Details specify that any proportion of the Charges is to be paid prior to the commencement of the Services, DMD shall not be obliged to commence provision of the Services until such payment has been received by DMD in full, cleared and immediately available funds.
- 6.6 DMD shall be entitled to charge the Client for any expenses reasonably incurred in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by DMD for the performance of the Services, and for the cost of any materials.
- 6.7 The Client must pay each invoice submitted by DMD:
 - (a) within 30 days of the date of the invoice (unless otherwise agreed in writing between the parties) or where a portion of such invoice is specified by DMD as a retention within such invoice, such portion shall be payable by the date which is the first anniversary of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by DMD, and time for payment shall be of the essence of the Contract.
- 6.8 Unless otherwise agreed between the parties in writing, all amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by DMD to the Client, the Client shall, on receipt of a valid VAT invoice from DMD, pay to DMD 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.
- 6.9 If the Client fails to make a payment due to DMD under the Contract by the due date, then, without limiting DMD's remedies under the Contract, the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.9 will accrue each day at 6% a year above the Bank of England's base rate from time to time, but at 6% a year for any period when that base rate is below 0%.
- 6.10 If the Client fails to make payment to DMD under the Contract by the due date, DMD reserves the right to suspend all further provision of Services until such time as payment is made of the outstanding invoice.
- 6.11 On termination of the Contract, the total balance of the Charges shall become due and payable by the Client to DMD immediately, less a reasonable sum for any Services that have not yet been provided or for which the cost has not yet been incurred by DMD.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or the Deliverables (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by DMD. For the avoidance of doubt, DMD will own the Intellectual Property Rights in the Specification including, without limitation, any drawings, plans or designs.
- 7.2 The Client grants to DMD, or will procure the grant to DMD of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to DMD for the term of the Contract for the purpose of providing the Services to the Client.
- 8. DATA PROTECTION AND DATA PROCESSING**
- 8.1 The parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 8.2 The parties acknowledge that:
 - (a) if DMD processes any Personal Data on the Client's behalf when performing its obligations under the Contract, the Client is the Data Controller and DMD is the Data Processor for the purposes of the Data Protection Legislation; and
 - (b) the Personal Data may be transferred or stored outside the European Economic Area ("EEA") or the country where the Client is located in order to carry out the Services and DMD's other obligations under the Contract.
- 8.3 Without prejudice to the generality of clause 8.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to DMD for the duration and purposes of the Contract so that DMD may lawfully use, process and transfer the Personal Data in accordance with the Contract on the Client's behalf.
- 8.4 Without prejudice to the generality of clause 8.1, DMD shall, in relation to any Personal Data processed in connection with the performance by DMD of its obligations under this agreement:
 - (a) process that Personal Data only on the written instructions of the Client unless DMD is required by any Applicable Laws to process Personal Data;
 - (b) not transfer any Personal Data outside of the EEA unless the following conditions are fulfilled:

- (i) the Client or DMD has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) DMD complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) DMD complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (c) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with any Supervisory Authorities;
- (d) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (e) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law or some other legitimate reason to store the Personal Data; and
- (f) maintain accurate records and information to demonstrate its compliance with this clause 8.
- 8.5 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 8.6 The Client consents to DMD appointing any third party (in its sole discretion from time to time) as a third-party processor of Personal Data under this agreement. As between the Client and DMD, DMD shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.6.
- 8.7 The Client shall indemnify and keep indemnified DMD against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by DMD arising out of or in connection with:
- (a) any breach of this clause 8; or
 - (b) the Client's non-compliance with any Applicable Laws (including, without limitation, the Data Protection Legislation).

9. LIMITATION OF LIABILITY

- 9.1 Nothing in the Contract shall limit or exclude DMD's liability for:
- (a) death or personal injury caused by DMD's negligence, or the negligence of its employees, subcontractors or agents;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by any Applicable Laws.
- 9.2 Subject to clause 9.1, DMD shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.

- 9.3 Subject to clause 9.1 and 9.2, DMD's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the Charges paid by the Client to DMD under this Contract .
- 9.4 This clause 9 shall survive termination of the Contract.

10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, DMD may suspend the Services or terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client fails to pay any amount due under the Contract on or before the due date for payment;
 - (b) the Client fails to provide safe and secure access to its Site or to carry out the Client Works in order to enable DMD to properly perform the Services; or
 - (c) the Client (being an individual) is subject to any bankruptcy petition, application or order, or, if the step is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination of the Contract:
- (a) subject to clause 6.11, the Client will immediately pay to DMD all sums under all of DMD's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, DMD shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) the Client will return all of the DMD Materials and any Deliverables and/or other materials which have not been fully paid for by the Client. If the Client fails to do so, then DMD may enter the Site (or other premises at which DMD Materials are being stored) and take possession of them. Until they have been returned, the Client will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 11.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall continue in full force and effect.

12. GENERAL

- 12.1 **Unexpected events.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 **Assignment and other dealings**
- (a) DMD may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Client will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of the Client's rights and obligations under the Contract.
- 12.3 **Entire agreement**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 12.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.6 **Severance.** If any provision or part-provision of the Contract 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 Contract.
- 12.7 **Notices**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by fax to its main fax number or sent by email to the other party's email address (if one is specified in the Contract Details).
- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 12.8 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 12.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.