



Standard Terms & Conditions

FOR THE SUPPLY OF GOODS AND SERVICES

UW Centre for Advanced Batch Manufacture Limited trading also as **Centre for Batch Manufacturing** (registered number 9100911) whose registered office is at Ethos Building, Kings Road, Swansea, SA1 ("we" or "us")

Your attention is particularly drawn to the exclusions and limitations of warranties and liabilities at Conditions 0 and 9.

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

- 1.1 the following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

"Background IPR": all Intellectual Property Rights owned by or licensed to us prior to the conclusion of this Contract

"Business Day": a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales

"Charges": the charges for the Services set out in our quotation as those charges may be varied from time to time in accordance with Condition 6.4

"Intellectual Property Rights": all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions

"Liability": liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Contract or any defect in any of the Goods, in each case howsoever caused including if caused by negligence or if caused by a deliberate or repudiatory breach by that party

"Order": your order for the supply of goods and services by us, set out in your acceptance of our quotation

"Order Acknowledgement": our written acceptance of the Order

"Prices": the prices for the Goods set out in our quotation as those prices may be varied from time to time in accordance with Condition 6.4

"Specification": the written technical specification for the Goods agreed between ourselves prior to this Contract being concluded

"you": the person named as the customer in the Order

- 1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;

- 1.3 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and
- 1.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. CONTRACT FORMATION

- 2.1 Any quotation given by us will be valid for a period of 30 days from and including its date, and will constitute an invitation to treat and not an offer.
- 2.2 The Order constitutes an offer by you to purchase the goods set out in the Order ("Goods") and the services set out in the Order ("Services") from us on these Conditions. A contract for the supply of Goods and Services by us to you on these Conditions will be formed when we accept the Order by issuing an Order Acknowledgement to you. For the avoidance of doubt, we are under no obligation to accept the Order.
- 2.3 These Conditions are the only terms and conditions on which we will supply goods and services to you and will apply to the exclusion of all other terms and conditions including any terms and conditions which you purport to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.4 Delivery or commencement of the performance of the Services will be deemed conclusive evidence of your acceptance of these Conditions.

3. THE GOODS

- 3.1 We will be entitled at any time to:
 - 3.1.1 vary the design, finish or specification of Goods and/or their packaging; and/or
 - 3.1.2 substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or partsto the extent that:
 - 3.1.3 this does not materially affect their quality or performance; or
 - 3.1.4 this is necessary to comply with any health and safety or other legal requirements.
- 3.2 We will use reasonable endeavours to give you prior written notice of any such variation or substitution.
- 3.3 All samples, drawings, descriptive and illustrative matter and advertising issued or published by us (or the manufacturer of the Goods) whether in catalogues, brochures, websites, other promotional material or otherwise are for the sole purpose of giving an approximate idea of the relevant Good.
- 3.4 The Contract is not a sale by sample.

4. DELIVERY

- 4.1 We will deliver the Goods to the address specified in the Order Acknowledgement and you will be responsible for off-loading the Goods from the delivery vehicle. We will inform you in advance of the date on which the Goods will be delivered. Delivery of the Goods ("**Delivery**") will be deemed to occur when they arrive at the delivery address.
- 4.2 We will use reasonable endeavours to deliver Goods on the estimated delivery date set out in the Order Acknowledgement, but time for delivery of the Goods will not be of the essence of the Contract, unless we expressly agree so with you. Any delivery dates given by us are estimates only.
- 4.3 If we fail to deliver the Goods to you, you will be entitled to cancel the Contract by giving written notice to that effect to us. If you exercise your right of cancellation we will refund to you any monies which you have already paid to us under the Contract and you will not be required to pay any further monies to us under the Contract. Subject to **Condition 9.5**, our sole Liability for our failure to deliver the Goods will be limited to the price (exclusive of value added tax) paid by you in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods.
- 4.4 If Delivery occurs but you fail to accept delivery of the Goods we will be entitled to:
- 4.4.1 store or arrange for storage of the Goods until you accept delivery of them or they are disposed of under Condition 4.4.2 (as applicable) and to take such action as we consider necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement;
 - 4.4.2 treat the Contract as repudiated by you and dispose of the Goods in any way we see fit, including by sale to another person. If we sell any of the Goods under this Condition 4.4.2 at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, we will be entitled to charge you for the shortfall; and
 - 4.4.3 charge you for all costs and expenses which we incur under Conditions 4.4.1 and 4.4.2.

5. PASSING OF RISK AND RETENTION OF TITLE

- 5.1 Risk of damage to or loss of the Goods will pass to you on Delivery.
- 5.2 Subject to Conditions 5.3, legal and beneficial ownership of the Goods will not pass to you until we have received in full in cleared funds:
- 5.2.1 all sums due to us in respect of the Goods; and
 - 5.2.2 all other sums which are or which become due to us from you on any account whatsoever.
- 5.3 You may resell the Goods in the ordinary course of your business and, if you do so, legal and beneficial ownership of Goods will pass to you immediately prior to you entering into a binding contract for the sale of those Goods.
- 5.4 Our rights contained in this Condition 5 will survive expiry or termination of the Contract however arising.

6. PRICE AND PAYMENT

- 6.1 You will pay the Prices and Charges to us in accordance with this Condition 6.
- 6.2 The Prices and Charges are exclusive of packaging, insurance, carriage and delivery costs expenses reasonably and properly incurred by us from time to time in performing the Services ("**Expenses**") which will be payable by you in addition to the Prices and Charges.

- 6.3 Any sum payable under the Contract is exclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.
- 6.4 We will be entitled to vary the Prices and/or Charges at any time by giving written notice to you to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of any change in law, any variation in your requirements for the Goods and/or Services, any information provided by you being inaccurate or incomplete or any failure or delay by you in providing information.
- 6.5 We will invoice you for the Prices for the Goods and any packaging, insurance, carriage and delivery costs payable by you in addition to the Prices and the Charges and any Expenses payable by you in addition to the Charges following us issuing the Order Acknowledgement.
- 6.6 We will invoice you for the Charges for the Services and any Expenses payable by you in addition to the Charges following commencement of performance of the Services.
- 6.7 Each invoice will be payable by you within 30 days following the date on which the invoice is issued. All payments will be made in pounds sterling in cleared funds.
- 6.8 Notwithstanding any purported contrary appropriation by you, we will be entitled, by giving written notice to you, to appropriate any payment by you to any invoice issued by us.
- 6.9 If any sum payable under the Contract is not paid on or before the due date for payment we will be entitled to charge you interest on that sum at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 being 3% from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis and be compounded quarterly.
- 6.10 If you fail to make any payment due to us under the Contract or any other contract between you and us on or before the due date we will be entitled to withhold further deliveries of Goods and to suspend provision of the Services until payment of all overdue sums has been made.
- 6.11 If you fail to make any payment due to us under the Contract on or before the due date or if we have any reasonable concerns regarding your financial standing we will be entitled, by giving written notice to that effect to you, to issue invoices prior to Goods being delivered and we will not be required to deliver the Goods until the relevant invoice has been paid in full.
- 6.12 If you fail to make any payment due to us under the Contract on or before the due date all invoices issued will immediately become due and payable.
- 6.13 Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by you to us under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.
- 6.14 Following expiry or termination of the Contract:
- 6.14.1 we will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and
- 6.14.2 all invoices (including any invoices issued under Condition 6.14.1) will become immediately due and payable by you.

7. WARRANTY

Your attention is particularly drawn to this Condition.

- 7.1 We warrant to you that during the period starting on Delivery and ending on the earlier of the time at which the relevant Good is incorporated into another product or used in a manufacturing process or expiry of a period of one (1) month from and including the date of Delivery (the “Warranty Period”) the Goods will:
- 7.1.1 subject to Condition 3.1, conform to the Specification in all material respects; and
 - 7.1.2 be free from material defects in design, materials or workmanship.
- 7.2 If, at any time during the Warranty Period, you become aware of a breach of either of the warranties at Condition 7.1, you will:
- 7.2.1 give written notice of the breach to us, such notice to be given within thirty days after you become aware of the breach and prior to expiry of the Warranty Period;
 - 7.2.2 at our option either return to us the relevant Good or permit us or our agent or sub-contractor to inspect it at your premises; and
 - 7.2.3 provide us with all information and assistance which we may reasonably require to investigate the alleged breach.
- 7.3 Subject to Condition 9.5, our only Liability for breach of either of the warranties at Condition 7.1 will be, at our option, to repair or replace the relevant Good or to reduce the Price of the relevant Good by a sum which is equitable in the circumstances.
- 7.4 Your only remedy for breach of the obligation at Condition 7.3 will be in damages.
- 7.5 Subject to Condition 9.5, we will not have any Liability for a breach of a warranty at Condition 7.1 if or to the extent that:
- 7.5.1 you do not comply with your obligations at Condition 7.2 in respect of the breach;
 - 7.5.2 the relevant defect was caused by damage in transit after Delivery;
 - 7.5.3 the relevant defect was caused by fair wear and tear;
 - 7.5.4 the relevant defect was drawn to your attention before formation of the Contract or the Good was examined by you before formation of the Contract and the examination ought to have revealed the defect;
 - 7.5.5 the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by us or the manufacturer;
 - 7.5.6 you make further use of the relevant Good after discovering the relevant breach;
 - 7.5.7 the Order does not specifically instruct us to produce, test, refine and finalise prototypes of the Goods for you;
 - 7.5.8 where we are specifically instructed to produce prototypes for you, the warranties under Condition 7.1 only extend to such prototypes. We do not provide any warranties and do not accept any liability for any losses whatsoever as a result of you implementing the designs which we provided as part of our Services yourselves.

- 7.6 It is vital that you carry out a rigorous testing programme on any prototypes and/or first production units which you produce yourself on the basis of the Goods or Services provided by us in order to ensure that our designs/Goods/Services will perform satisfactorily over its whole life under the conditions that it is subjected to.
- 7.7 The warranties under Condition **7.1** will apply to any Goods which are repaired or replaced under Condition 7.3 for the remainder of the original Warranty Period.
- 7.8 Subject to Condition 9.5, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.

8. SERVICES

- 8.1 We warrant to you that we will provide the Services with reasonable care and skill.
- 8.2 We will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract. Any performance dates given by us are estimates only.

9. EXCLUSIONS AND LIMITATIONS OF LIABILITY

Your attention is particularly drawn to this Condition.

- 9.1 Subject to Condition 9.5, our entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 4.3 and we will have no other Liability for any such non-delivery or failure to deliver. For the avoidance of doubt such Liability will be subject to Condition 9.2 and will be taken into account in calculating whether the financial limit in Condition 9.2 has been reached.
- 9.2 Subject to Condition 9.5, our maximum aggregate Liability will be limited to the total amount of Charges due or payable by you to us during the twelve (12) months prior to the event which has given rise to our Liability.
- 9.3 We will have no Liability to you for any:
- 9.3.1 loss of profit (whether direct, indirect or consequential);
 - 9.3.2 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 9.3.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 - 9.3.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 9.3.5 loss of bargain (whether direct, indirect or consequential);
 - 9.3.6 liability that you have to third parties (whether direct, indirect or consequential); or
 - 9.3.7 indirect, consequential or special loss,
 - 9.3.8 of the losses or liabilities listed under Conditions 9.3.1-9.3.7 as a result of any act or omission of a supplier or other third party recommended by us to you, subject always to Condition 9.5.
- 9.4 We will not be in breach of the Contract or otherwise liable to you for any failure to perform or delay in performing our obligations under the Contract to the extent that such failure or delay is due to any event or circumstance beyond our reasonable control.
- 9.5 Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:

- 9.5.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
 - 9.5.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
 - 9.5.3 for breach of its obligations arising under section 12 Sale of Goods Act 1979;
 - 9.5.4 for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982;
 - 9.5.5 for breach of its obligations arising under Section 8 Supply of Goods (Implied Terms) Act 1973;
 - 9.5.6 arising under Section 2(3) Consumer Protection Act 1987; or
 - 9.5.7 for a deliberate breach of the Contract by that party; or
 - 9.5.8 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 9.6 Any of our Liability which falls within Condition 9.5 will not be taken into account in assessing whether the financial limit in Condition 9.2 has been reached.
- 9.7 Nothing in this Condition 9 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 9.8 Each of our employees, agents and sub-contractors will be entitled to enforce all the terms of this Condition 9 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. Accordingly and for the avoidance of doubt the financial limits on liability set out in Condition 9 are the maximum liability of us, our employees, agents and sub-contractors in aggregate. The parties may vary or rescind the Contract without the consent of our employees, agents or sub-contractors.
- 10. INTELLECTUAL PROPERTY**
- 10.1 Following due and complete payment by you of all Charges and Expenses to us, our Intellectual Property Rights in the Goods or Services will automatically transfer to you.
- 10.2 Other than envisaged under Condition 10.1, nothing in the Contract will operate to transfer to you or to grant you any licence or other right to use any of (i) our Intellectual Property Rights in the Goods and Services or (ii) our Background IPR.
- 10.3 If you fail to make due and complete payment of all Charges and Expenses to us, you will return to us, promptly on demand, all Goods (and Services to the extent possible) and refrain from using any of our Intellectual Property Rights in the Goods and Services.

11. YOUR OBLIGATIONS

Your attention is particularly drawn to this Condition.

11.1 You will:

- 11.1.1 provide us with all such information and assistance as we may require from time to time to perform our obligations or exercise our rights under the Contract;
 - 11.1.2 approve and confirm the accuracy of all underlying data, drawings and artworks which we require to deliver the Goods or Services;
 - 11.1.3 not re-package the Goods, remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trademarks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;
 - 11.1.4 notify us within 24 hours of any discussions, negotiations or proposals with any of your creditors in relation to a debt or debts owed to any of them or any discussions relating to your insolvency;
 - 11.1.5 not alter or modify the Goods in any way;
 - 11.1.6 obtain such licences, permits, consents and authorisations as may be required for using, importing or exporting the Goods or any goods manufactured or services provided on the basis of the Goods or Services;
 - 11.1.7 submit the Goods to all statutory, customary, reasonable or otherwise prudent tests prior to using, manufacturing or selling the Goods in order to ensure their safe use, operation and performance for the purpose you intend them to be used for;
 - 11.1.8 fully investigate and undertake all necessary checks in order to ensure that the Goods and Services (or any goods or services which you may produce or deliver on the basis of the Goods or Services) do not infringe any existing patents, trademarks or copyrights of any third parties;
 - 11.1.9 will indemnify us (and our directors, employees, agents or students as the case may be) on demand against all losses, liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with a breach of your obligations under this Contract including (without limitation) where they arise from your negligence (or the negligence of your directors, employees, agents or students as the case may be).
- 11.2 You will comply with our instructions in connection with any product recall initiated by us involving the Goods (or any of them).
- 11.3 Notwithstanding any other term of the Contract we will not be in breach of the Contract to the extent our failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:
- 11.3.1 any breach by you of your obligations contained in the Contract
 - 11.3.2 us relying on any incomplete or inaccurate data provided by a third party; or
 - 11.3.3 us complying with any instruction or request by you or one of your directors, employees or agents.

12. TERMINATION

- 12.1 If you commit a material or persistent breach of the Contract we may terminate the Contract immediately by giving written notice to that effect to you.
- 12.2 We may terminate the Contract immediately by giving written notice to that effect if you have a receiver, administrator or provisional liquidator appointed; you are subject to a notice of intention to appoint an administrator; any person takes any step or action to appoint an administrator in respect of you; you pass a resolution to appoint an administrator in respect of yourself or for your winding-up; have a winding up order made by a court in respect of you; you or any other person proposes or you enter into any composition or arrangement with creditors; or cease to carry on business; or have any steps or actions taken in connection with any of these procedures; or are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction or are the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or are the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030). You will notify us immediately upon the occurrence of any such event or circumstance.
- 12.3 If an event or circumstance which gives rise to relief from liability under Condition 9.4 continues for a period of more than 10 weeks, either party will be entitled to terminate the Contract immediately by giving written notice to that effect to the other party.
- 12.4 Following expiry or termination of the Contract:
- 12.4.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
- 12.4.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 12.5 After the date of expiry or termination of the Contract each party will, subject to the exception set out in Condition 12.6:
- 12.5.1 if requested to do so, return to the other party all of the other party's Confidential Information (including all copies and extracts) in its possession or control; and
- 12.5.2 cease to use the other party's Confidential Information.
- 12.6 Each party may retain any of the other party's Confidential Information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. The provisions of Condition 13 will continue to apply to retained Confidential Information.

13. CONFIDENTIALITY

We will enter into a separate confidentiality agreement with you which will remain in force according to its own terms notwithstanding termination of this Contract.

14. NOTICE

- 14.1 Subject to Condition 14.4, any notice or other communication given under or in connection with the Contract will be in writing, in the English language and:
- 14.1.1 sent to the relevant party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery;
- 14.1.2 delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 14.1.1);

and, in the case of any notice or other communication to be given to us, marked for the attention of our specified representative. Our address and representative are set out below and your address are those detailed in the Order, and may be changed by the relevant party giving at least ten days' notice in accordance with this Condition 14.

UW Centre for Advanced Batch Manufacture Limited, Ethos Building, Kings Road, Swansea, SA1 for the attention of the Directors.

14.2 Any notice or communication given in accordance with Condition 14.1 will be deemed to have been served:

14.2.1 if given as set out in Condition 14.1.1, at 9.00 a.m. on the first Business Day after the date of posting for first class and mail delivery services and on the fourth Business Day for airmail post;

14.2.2 if given as set out in Condition 14.1.2, at the time the notice or communication is delivered to or left at that party's address;

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

14.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of Condition 14.1 were complied with.

14.4 This Condition 14 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

15. GENERAL

15.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

15.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract;

15.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and

15.1.3 nothing in this Condition 15.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

15.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

15.3 If any term of the Contract (including any exclusion from, or limitation of, liability set out in Condition 9) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect. This Condition 15.3 will not apply to a term which ceases to have effect under section 233A Insolvency Act 1986 in relation to a supply mentioned in section 233(3) of that Act.

15.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

- 15.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 15.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 15.7 Save as provided in Condition 9.8, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 15.8 Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 15.9 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract.

16. NON-SOLICITATION

You agree that you will not, without our prior written consent, directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the term of this Contract or for a period of six months following termination of this Contract solicit or entice, or endeavour to solicit or entice, away from us any person employed by us in the then preceding twelve months and whose role either wholly or partly relates to the supply of the Services and/or Goods and/or the performance of this Contract. For the purposes of this Condition 16 "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, sub-contractor, consultant or independent contractor or through a company owned by such person or his or her family, but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally.

17. GOVERNING LAW AND JURISDICTION

- 17.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 17.2 Subject to Condition 17.3, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 17.3 Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.