

BACKGROUND:

These Terms and Conditions shall apply to the provision of goods and Installation Services by Canopy Systems Limited registered in England and Wales with company number 10829559 ("the Supplier").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreed Date"	means the date on which the provision of the Installation Services will commence as agreed by the Parties;
"Agreed Times"	means the times which the Parties shall agree upon during which the Supplier shall have access to the Property to render the Installation Services;
"Agreement"	means the contract into which the Parties will enter on the Customer's acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Completion"	means the complete rendering of the Installation Services;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Customer"	means the individual or business that requires the Installation Services subject to these Terms and Conditions and the Agreement as specified in the Quotation;
"Data Protection Legislation"	Means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
"Enquiry"	means the Customer's initial request to acquire the Installation Services from the Supplier as set out in Clause 2 of these Terms and Conditions;
"Final Fee"	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
"Installation Services"	means the installation of the Structure provided by the Supplier as detailed in Clause 5 of these Terms and Conditions;
"Materials"	means the materials, equipment documents and other property of the Supplier required to complete the Installation of the Structure which the Supplier shall procure and supply (unless otherwise agreed);
"Property"	means the Customer's property or premises, as detailed in the Enquiry and the Agreement, at which the Structure is to be Installed;
"Quotation"	means a quotation detailing proposed fees and Installation Services supplied to the Customer in accordance with Clause 2 (Enquiries) of these Terms and Conditions;
"Quoted Fee"	means the fee which will be quoted to the Customer following the Enquiry which may vary according to the actual work undertaken as set out in Clause 4 (Fees and Payment) of these Terms and Conditions;
"Structure"	means the structure installed at the Property by the Supplier using the Materials;
"Visit"	means any occasion, scheduled or otherwise, on which the Supplier shall visit the Property to render the Installation Services; and
"Work Area"	means the part of the Property within which the Installation Services are to be rendered.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender and the neuter.

1.6 References to persons shall include corporations.

2. Enquiries

2.1 The Supplier accepts Enquiry's for his Installation Services through telephone, website enquiry, email and post.

2.2 When making an Enquiry the Supplier shall assist the Customer to set out, in detail, the Installation Services required. Details required include the location and size of the Property and the type(s) of Structure required.

2.3 Once the Enquiry is complete and submitted the Supplier shall prepare and submit a Quotation to the Customer either by email or first class

post which shall set out the proposed Installation Services, required Deposit and fee, detailed in Clauses 3 (Deposit) and 4 (Fees and Payment) respectively.

2.4 The Customer shall be free to make changes to the Enquiry and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or first class post.

3. **Deposit**

3.1 At the time of accepting the Quotation (**Order**) or not more than 14 days thereafter the Customer shall be required to pay to the Supplier a sum equal to an amount that is 50% of the Quoted Fee (**Deposit**). Enquiry's shall not be deemed confirmed until the Deposit is paid in full. Subject to the provisions of Clause 8 (Liability, Indemnity and Insurance) the Deposit shall be non-refundable.

4. **Fees and Payment**

4.1 The Quoted Fee shall include the price payable for the Installation Services and for the estimated Materials required to render the Installation Services and is further evidenced in the Quotation.

4.2 The Supplier reserves the right to:

4.2.1 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Materials to the Supplier that is due to:

- a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b) any request by the Customer to change the delivery date(s), quantities or types of Materials ordered, or the Installation Services required; or
- c) any delay caused by any instructions of the Customer in respect of the Installation Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Materials.

4.3 In respect of Final Fee, the Supplier shall invoice the Customer on completion of the Installation Services.

4.4 The Customer shall pay each invoice submitted by the Supplier:

4.4.1 within 14 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer;

4.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and

4.4.3 time for payment shall be of the essence of the Agreement.

4.5 All amounts payable by the Customer under the Agreement 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 Agreement by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Installation Services at the same time as payment is due for the supply of the Installation Services.

4.6 If the Customer fails to make a payment due to the Supplier under the Agreement by the due date, then, without limiting the Supplier's other remedies under the Agreement, the Customer shall 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 4.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.7 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. **Installation Services**

5.1 The Installation Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).

5.2 The Supplier may provide plans, diagrams or similar documents in advance of the Agreed Date. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Structure nor to guarantee specific results.

5.3 The Supplier shall ensure that the Installation Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with equivalent trade practice.

5.4 The Supplier shall take reasonable measures to ensure that no other parts of the Property suffer damage as a result of his rendering of the Installation Services.

5.5 The Supplier shall ensure compliance with any and all relevant codes of practice.

5.6 While rendering the Installation Services the Supplier shall ensure that furniture, flooring and walls in the Work Area that are not the subject of the Installation Services are suitably covered and protected for the duration of the Installation Services.

5.7 The Supplier shall properly dispose of all waste that results from the rendering of the Installation Services.

5.8 Time shall not be of the essence in the rendering of the Installation Services under these Terms and Conditions or under the Agreement.

5.9 Following Completion the Customer shall have a period of 7 days within which to inspect the completed work and to notify the Supplier of any defects. The Supplier shall correct such defects at no additional cost to the Customer.

6. **Customer's Obligations**

6.1 The Customer shall:

6.1.1 co-operate with the Supplier in all matters relating to the Installation Services;

6.1.2 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Installation Services;

6.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Installation Services, and ensure that such information is complete and accurate in all material respects;

6.1.4 provide access to the Property on the Agreed Date;

6.1.5 where required in the Quotation, prepare the Property for the supply of the Installation Services;

6.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Installation Services before the Agreed Date. For the avoidance of doubt if any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Installation Services;

6.1.7 comply with all applicable laws, including health and safety laws;

6.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

6.1.9 ensure that the Supplier can access the Property at the Agreed Times to render the Installation Services;

6.1.10 have the option of giving the Supplier a set of keys to the Property or being present at the Agreed Times to give the Supplier access. The Supplier warrants that all keys shall be kept safely and securely;

6.1.11 ensure that the Supplier has access to electrical outlets and a supply of hot and cold running water; and

6.1.12 comply with any additional obligations as set out in the Quotation.

6.2 If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

6.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Installation Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the

performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

6.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6; and

6.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7. Cancellation

7.1 The following shall apply to cancellation or rescheduling of the order:

7.1.1 If the Customer reschedules or cancels the order for any reason more than 14 days prior to the Agreed Date, the Supplier shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on any rescheduled Job.

7.1.2 If the Customer reschedules the order less than 14 days before the Agreed Date the Supplier shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on any rescheduled date. The Supplier shall invoice the Customer for all out of pocket expenses and costs incurred as a result of the cancellation or rescheduling.

7.2 The Supplier may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

7.3 Without prejudice to Clause 7.2, no refund of the Deposit shall be made in any circumstances.

8. Liability, Indemnity and Insurance

8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this Clause 8 reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 The restrictions on liability in this Clause 8 apply to every liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Neither party may benefit from the limitations and exclusions set out in this Clause 8 in respect of any liability arising from its deliberate default.

8.4 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

8.4.1 death or personal injury caused by negligence;

8.4.2 fraud or fraudulent misrepresentation;

8.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Installation Services Act 1982 (title and quiet possession); and

8.4.4 defective Materials under the Consumer Protection Act 1987.

8.5 Subject to clause 8.4, the Supplier's total liability to the Customer shall not exceed a sum equal to the Quoted Fee.

8.6 The following types of loss are wholly excluded:

8.6.1 loss of profits;

8.6.2 loss of sales or business;

8.6.3 loss of agreements or contracts;

8.6.4 loss of anticipated savings;

8.6.5 loss of use or corruption of software, data or information;

8.6.6 loss of or damage to goodwill; and

8.6.7 indirect or consequential loss.

8.7 The Supplier has given commitments as to compliance of the Goods and Installation Services with relevant specifications in Clause 5 (Installation Services) and Clause 9 (Warranty). In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Installation Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

8.8 This Clause 8 shall survive termination of the Agreement.

9. Warranty

9.1 Unless a longer period is specified in the Quotation, the Supplier warrants that on Completion, and for a period of 12 months thereafter (**warranty period**), the Product shall:

9.1.1 conform in all material respects with their description in the Quotation;

9.1.2 be free from material defects in design, material and workmanship; and

9.1.3 be fit for any purpose held out by the Supplier.

9.2 Subject to clause 9.3, if:

9.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Materials do not comply with the warranty set out in clause 9.1;

9.2.2 the Supplier is given a reasonable opportunity of examining such Materials the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Materials.

9.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 9.1 if:

9.3.1 the Customer makes any further use of such Materials after giving a notice in accordance with clause 9.1;

9.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice regarding the same;

9.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

9.3.4 the Customer alters or repairs such Materials without the written consent of the Supplier;

9.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

9.3.6 the Goods differ from [their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

9.4 Except as provided in this Clause 9, the Supplier shall have no liability to the Customer in respect of the Product's failure to comply with the warranty set out in clause 9.1.

9.5 These Conditions shall apply to any repaired or replacement Materials supplied by the Supplier.

10. Title and Risk

10.1 The risk in the Structure shall pass to the Customer on Completion.

10.2 Title to the Structure shall not pass to the Customer until the Supplier received payment of the Final Fee.

10.3 Until title of the Structure has passed to the Customer, the Customer shall:

10.3.1 maintain the Materials in satisfactory condition and keep them insured against all risk for their full price on the Supplier's behalf from the date of delivery to the Property;

10.3.2 notify the Supplier immediately if any of the Materials become damaged or defaced.

10.4 At any time before title to the Structure passes to the Customer, the Supplier may require the Customer to deliver up all Materials in its possession and if the Customer fails to do so promptly, enter the Property in order to recover them

11. Data Protection

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation as applicable. This Clause 11 is in addition to,

and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12. Confidentiality

- 12.1 Except as provided by sub-Clause 12.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and 2 years after its termination:
- 12.1.1 keep confidential all Confidential Information;
 - 12.1.2 not disclose any Confidential Information to any other party;
 - 12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.
- 12.2 Either Party may:
- 12.2.1 disclose any Confidential Information to:
 - 12.2.1.1 any sub-contractor or supplier of that Party;
 - 12.2.1.2 any governmental or other authority or regulatory body; or
 - 12.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Installation Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 12.3 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

13. Force Majeure

- 13.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 13.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 60 days, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Installation Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

14. Termination

- 14.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 14.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment;
 - 14.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 14.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 14.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration Enquiry (within the meaning of the Insolvency Act 1986);
 - 14.1.5 the other Party, being an individual or firm, has a bankruptcy Enquiry made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 14.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 14.1.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 14.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 14.2 For the purposes of sub-Clause 14.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 14.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

15. Effects of Termination

- Upon the termination of the Agreement for any reason:
- 15.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
 - 15.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
 - 15.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;
 - 15.4 subject as provided in this Clause 15 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
 - 15.5 each Party shall (except to the extent referred to in Clause 12 (Confidentiality)) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

16. No Waiver

16. No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement

into full force and effect.

18. **Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

19. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

20. **Assignment and Sub-Contracting**

20.1 Subject to sub-Clause 20.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

20.2 The Supplier shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Party in question.

21. **Time**

21.1 The Parties agree that unless otherwise expressed, the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

22. **Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

23. **Third Party Rights**

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

24. **Notices**

24.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

24.2 Notices shall be deemed to have been duly given:

24.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

24.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

24.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

25. **Entire Agreement**

25.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

25.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

26. **Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

27. **Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

28. **Dispute Resolution**

28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

28.2 If negotiations under sub-Clause 28.1 do not resolve the matter within 10 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

28.3 If the ADR procedure under sub-Clause 28.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

28.4 The seat of the arbitration under sub-Clause 28.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

28.5 Nothing in this Clause 28 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

28.6 The decision and outcome of the final method of dispute resolution under this Clause 28 shall be final and binding on the Customer.

29. **Law and Jurisdiction**

29.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

29.2 Subject to the provisions of Clause 28 (Dispute Resolution), any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.