

Reference	SG 01
Version	6
Issue Date	30/04/2024
Approved By	MD

## GUARDSMAN SECURITY GROUP LIMITED

### SERVICE LEVEL AGREEMENT & TERMS OF BUSINESS

#### 1. Basis for Contract

- (i) The Company may issue a Service Agreement following a request by the Customer to do so. Unless previously withdrawn any Service Agreement is only valid for acceptance by the Customer for a period of 20 Business Days from its date of issue (or such other period as may be specified within the Service Agreement). If the Customer informs the Company that it wishes to go ahead with the Service Agreement, the Customer may accept the Service Agreement by signing it (including electronically) at which point the contract for the provision of Services between the Customer and the Company in accordance with these Terms and Conditions (**Contract**) will be binding, or the Contract will come into existence upon the Company starting to provide the applicable Services (**Commencement Date**).
- (ii) These Terms and Conditions also apply if the Customer requests the Company to provide Services which are not included within a Contract for Services but which the Company agrees to provide, including but not limited to adding additional Sites to provide Services to. In these circumstances, the Contract shall come into existence upon the Company communicating to the Customer its acceptance of the request or the Company starting to provide the applicable Services.
- (iii) Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, 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.
- (iv) These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

#### 2. Supply of Services

- (i) The Company shall supply the Services to the Customer in accordance with the Service Agreement.
- (ii) From the Commencement Date, the Company agrees to supply and the Customer agrees to purchase the Services for the Initial Contract Period, subject always to the Customer agreeing to pay the Charges for the Services supplied.
- (iii) The Company will not enter into any commitment that would involve assuming the powers of the civil police.
- (iv) The Customer is obliged to identify and consult with the Company on any specific health and safety requirements that apply, or are likely to apply, during the period of the Contract.

- (v) The Customer is obliged to provide and/or maintain any specified item or service, which the Customer has agreed to provide and which is necessary for fulfilling the Contract.
- (vi) The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- (vii) The Company reserves the right to amend the Service Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

#### 3. Canine Security Dogs

- (i) Where the Services consist of the provision of Canine Security Dogs then the Company's and or sub-contractor's dog handlers will be specifically trained and qualified to the NADSU standards as well as being fully SIA licensed which aligns them with all the Company's security guards.

#### 4. Hire

- (i) When hiring of welfare equipment takes place, such as but not limited to portable toilets/ cabins, this will be charged to the Customer separately and shall be paid as per clause 13 (v). The Company's personnel will be able to use such welfare equipment whilst at the Site.
- (ii) The Company shall hire the welfare equipment to the Customer subject to the Contract.
- (iii) The welfare equipment shall not be moved from the Site to which it was delivered without the Company's prior written permission.
- (iv) The Company shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the welfare equipment.
- (v) For the duration of the Contract, the Customer shall make good to the Company all loss or damage to the welfare equipment from whatever cause the same may arise, fair wear and tear excepted. The Customer shall also fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the welfare equipment during the continuance of the Contract, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the welfare equipment, charges shall be continued at usual rates until otherwise agreed.
- (vi) The welfare equipment shall at all times remain the property of the Company and/or third party, and the Customer shall have no right, title or interest in or to the welfare equipment (save the right to possession

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- and use of the welfare equipment subject to the Contract).
- (vii) The risk of loss, theft, damage or destruction of the welfare equipment shall pass to the Customer on delivery of the welfare equipment to the Site. The welfare equipment shall remain at the sole risk of the Customer during the Initial Contract Period and any further term during which the welfare equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the welfare equipment is redelivered to the Company. During the Initial Contract Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- a) insurance of the welfare equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company may from time to time nominate in writing;
  - b) insurance for such amounts as a prudent owner or operator of the welfare equipment would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the welfare equipment; and
  - c) insurance against such other or further risks relating to the welfare equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Customer in writing.
- (viii) All insurance policies procured by the Customer shall be endorsed to provide the Company with at least twenty business days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Company's request name the Company on the policies as a loss payee in relation to any claim relating to the welfare equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- (ix) The Customer shall give immediate written notice to the Company in the event of any loss, accident or damage to the welfare equipment arising out of or in connection with the Customer's possession or use of the welfare equipment.
- (x) If the Customer fails to effect or maintain any of the insurances required under these terms, the Company shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- (xi) The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Company and proof of premium payment to the Company to confirm the insurance arrangements.
- (xii) The welfare equipment shall not be re-hired, sub-let or lent to any third party without the prior written consent of the Company.
- 5. Cancellation**
- (i) Cancellation of the Services by the Customer will not be accepted under any circumstances during the Initial Contract Period.
- (ii) Cancellation of the Services after the Initial Contract Period must be notified by the Customer to the Company in writing 90 days' prior to the expiry of the Initial Contract Period.
- (iii) In the absence of notification as per clause 4 (ii) above the Contract will "roll over" for a further period which is equal to the Initial Contract Period.
- (iv) If the Contract "rolls over" then 90 days notification in writing will be required for cancellation i.e. if the Initial Contract Period is 12 months, and "rolls over" for a further 12 months, then notice of cancellation will be required to be given before commencement of month 22, to save a further "rollover" period.
- (v) These Terms and Conditions will remain in force during any roll over period or any other subsequent periods.
- (vi) Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- a) the Customer 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 being notified in writing to do so;
  - b) the Customer 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
  - c) the Customer 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 Customer's financial position deteriorates to such an extent that in the Company's opinion, the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (vii) Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- (viii) Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Customer and the Company if:
- a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - b) the Customer becomes subject to any of the events listed in clause 4 (vi) or the Company reasonably believes that the Customer is about to become subject to any of them.
- (ix) Termination of the Contract shall be without prejudice to any rights of either party already accrued hereunder at the time of such termination.
- 6. Insurances**
- (i) The Company shall effect and maintain with a reputable insurance company the following insurance

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policies as may be necessary to cover the Company's obligations and liabilities under the Contract:

- a) Employees Liability £10,000,000.00
- b) Public Liability £5,000,000.00

- (ii) The Customer must insure its own plant, tools, goods or other equipment belonging to or hired by it or any third party (including any subcontractor or agent of the Customer) which are located at the Site from time to time.
- (iii) The Customer shall obtain appropriate insurance coverage to protect against any potential losses, damages, or liabilities arising from fires or other incidents at the Site.
- (iv) The Company will not provide insurance coverage for the Site and shall not be held responsible for any uninsured losses or damages.

#### 7. Limitation of Liability:

- (i) References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- (ii) Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- (iii) Nothing in this clause 7 shall limit the Customer's payment obligations under the Contract.
- (iv) Nothing in the Contract shall limit or exclude the Company's liability for:
  - a) death or personal injury caused by its negligence;
  - b) fraud or fraudulent misrepresentation; or
  - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- (v) Subject to clause 7 (ii) (No limitation in respect of deliberate default), clause 7 (iii) (No limitation of customer's payment obligations) and clause 7 (iv) (Liabilities which cannot legally be limited), the Company shall not be liable to the Customer, 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 Contracts or contracts;
  - d) loss of anticipated savings;
  - e) loss of or damage to goodwill; and
  - f) any indirect or consequential loss.
- (vi) Subject to clause 7 (ii) (No limitation in respect of deliberate default) and clause 7 (iv) (Liabilities which cannot legally be limited) the Company's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the Charges paid to the Company in the twelve (12) month period pre-dating the date of any damage so caused.
- (vii) Except as set out in these Terms and Conditions, all warranties and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- (viii) This clause 7 shall survive termination of the Contract.

#### 8. Exclusion of liability

- (i) Subject to clause 7 (iv), the Company shall not under any circumstances be liable for any loss, damage or injury suffered by the Customer resulting from any burglary, theft, fire or any other criminal act or any tortious act default or omission (whether under common law or statutory duty or otherwise) by any person whatsoever including any personnel of the Company unless in the case of such personnel, such act, default or omission could reasonably have been foreseen and avoided by the Company as their employer.
  - (ii) The Company shall not under any circumstances be liable for:
    - a) any loss of computers or related equipment that has not been adequately secured or in the case of laptop computers, those that have been left unattended or have not been placed in a secure location;
    - b) any damage to the Customer's computer equipment and records and financial loss arising from a computer virus and hacking; or
    - c) any damage resulting from a fire caused to any Site or goods belonging to the Customer or any third party (for example but not limited to, a resident of the Site in respect of which the Company is providing the Services).
  - (iii) Any claim by the Customer to the Company in respect of loss or damage must be reported to the Company within **24 hours** of the said incident, in writing, quoting the relevant crime number and/or any other relevant number from the emergency services, where appropriate. Claims will not be accepted beyond this period.
  - (iv) Any disputes/discrepancies in relation to invoices, (for example, time sheets/hours worked, or charge rates) must be brought to the attention of the Company, by the Customer, within **7 days** of the date of invoice. The notification must be in writing, either by email or letter to the Company.
  - (v) Any disputes/discrepancies other than those falling within clause 8 (iii) or 8 (iv) above must be brought to the attention of the Company, by the Customer, in writing by either email or by letter within **24 hours**.
  - (vi) The Company will not be held responsible for, and will not accept liability for, any plant, tools, goods or other equipment belonging to or hired by any third party (including any subcontractor, resident or agent of the Customer).
  - (vii) The Customer shall have no rights to offset/contra any invoices rendered in part or in full against any claim made against the Company howsoever arising or in any event until the outcome of such claim has been determined.
- #### 9. Mobile Patrol Services
- (i) The Company confirms that keys will be immediately surrendered to an authorised representative of the Customer if requested by the Customer in writing and upon termination of the Contract, provided that all outstanding invoices have been settled in full.
  - (ii) The Company will retain keys for 30 days following cessation of the Contract unless the keys have been surrendered to the Customer. After 30 days, the Company may dispose of the keys.
  - (iii) Mobile patrol services may be provided simultaneously for a number of different customers,

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including the Customer. Accordingly, interruptions or delays can arise if an incident occurs at the Site of another customer during the course of a patrol officer's round of duty.

#### 10. Waking Watch Services

- (i) Where the Services consist of the provision of the Company's Waking Watch service then the personnel (also referred to as fire wardens) deployed for the provision of this service will receive certification.
- (ii) The Customer assumes full responsibility for the prevention of fires and damages on the Site and shall take and implement appropriate fire prevention measures to mitigate such risks and ensure that the Site is maintained in safe conditions. This includes complying with all applicable laws, regulations and best practices relating to fire safety and risk mitigation.
- (iii) For the avoidance of doubt, the Company's fire wardens provide pre and post fire support services and the Company's only obligations shall be to advise the Customer and/or the emergency services in the event of a fire, and provide assistance to evacuate residents (including those that require assistance as identified in any Personal and Emergency Evacuation Plan which the Customer has notified the Company of) from a building in the event of a fire. Pre fire support services includes ensuring all fire doors are closed and patrol of the Site with GPS tags. The Company shall not be responsible for preventing such a fire from occurring or extinguishing a fire.
- (iv) The Customer must identify and remove promptly any obstructions (this includes but not limited to debris, clutter, obstacles or any other items that impede access or present a risk to the safety of our fire wardens) or combustible materials (this includes but not limited to any substances or objects that are highly flammable or prone to ignition) that may pose a fire hazard at the Site on an ongoing basis. If the Company reports to the Customer any obstructions or combustible materials, the Customer must remove them in a timely manner.
- (v) The Company utilises a tagging system which is operated by the fire wardens. The Company strives to ensure the proper functioning of the tagging system, however the Company shall not be held liable for any signal loss or lack of reporting that may occur due to, human error, technical breaches or other factors beyond the Company's control.
- (vi) If remedial works are being carried out at the Customer's Site during the Waking Watch Services, the Customer is required to keep the Company informed, with regular updates of the progress on the remedial works and any anticipated end dates. If remedial works impact the Contract or the Company's obligations, both parties will engage in good faith discussions to reach a mutually agreeable solution.
- (vii) All requests for reports (from the GPS tracking system that the Company uses) by the Customer must be submitted in writing to the Company. Requests must include the specific details of the desired report, e.g., type of information format, and any other specific requirements. The Company reserves the right to request any additional information or clarification in order to fulfil the report request.

- (viii) The Company will make reasonable efforts to provide the requested reports within a reasonable time frame (considering the complexity and availability of the information). The timeframe within which the requested reports will be provided, will be communicated by the Company to the Customer.
- (ix) The Company shall not be liable for any delays or limitations in providing the requested reports due to factors beyond the Company's control, including but not limited to technical issues, data availability or unforeseen circumstances. In the event of any delays or limitations, the Company will inform the Customer and provide updates regarding the expected timeframe for report delivery.
- (x) The Company strives to ensure the accuracy and reliability of the reports the Company provides. However, the reports are based on the available information at the time of preparation and may be subject to inherent limitations, including data quality, completeness or interpretation. The Company recommends reviewing the reports thoroughly and seeking professional advice if necessary.

#### 11. The Customer's Obligations

- (i) The Customer shall:
  - a) insure or otherwise provide against any liability or responsibility not accepted by the Company;
  - b) indemnify the Company in respect of all claims for loss or damage made against the Company by any of the Company's personnel, the Customer's employees or agents or any third party arising by reason of and to the extent that the damage or loss is caused by the negligence or other tortious act of the Customer, its employees or agents, by the unsafe condition of the Customer's Site or by causes beyond the Company's control. If any personnel of the Company is instructed by the Customer, its employees or agents, to do any act which is outside the scope of the Company's obligations under this Contract, such Company's personnel shall be deemed to carry out such act as the Customer's agent and not on behalf of the Company;
  - c) be responsible for ensuring that the personnel deployed to the Customer's Site cannot misuse the Customer's telephone system, by ensuring that such personnel cannot make calls to international or premium rate numbers, unless there is a specific requirement to contact the Customer's staff in the event of an emergency. The Company will not accept responsibility for any costs incurred due to the failure by the Customer to comply with this clause 11 (c);
  - d) ensure that the terms of the Service Agreement are complete and accurate;
  - e) co-operate with the Company in all matters relating to the Services including advising residents that a waking watch service is in operation and asking them to cooperate with the Company's fire wardens;
  - f) provide the Company, its personnel, agents, consultants and subcontractors, with access to the Customer's Site and other facilities as reasonably required by the Company;
  - g) provide the Company with such information and materials as the Company may reasonably

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- require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- h) 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;
- i) keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer's Site in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- j) ensure the Site is maintained in a safe condition for the Company's personnel to perform their duties. It is the Customer's responsibility for ensuring the Site complies with applicable safety standards, regulations and best practices;
- k) if the Services consist of a waking watch service, ensure they use all reasonable endeavours to keep all walkways clear and any obstructions removed in a timely manner; and
- l) comply with any additional obligations as set out in the Service Agreement.
- (ii) If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the 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 Customer's performance of any of its obligations;
- b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 11; and
- c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 12. Non-Solicitation**
- (i) The Customer shall not either during the currency of this contract or for a period of two years after the termination thereof (howsoever arising) solicit the services of or employ or engage in any capacity:
- a) any person who during the period of the Contract was employed or engaged as a security officer of the Company, or
- b) any person who was employed or engaged by the Company and was instrumental in supplying the Services.
- (ii) If the Customer breaches clause 12 (i), the Customer shall pay to the Company the sum of £5000 per person so solicited or employed/engaged as liquidated damages, and the Company agrees that the said sum is a reasonable estimate of the investment of the Company in the recruitment and training of such person and the Company agree that the payment of such sum shall be the most reasonable and sufficient remedy in all the circumstances.
- 13. Charges**
- (i) The Company agrees to fix the Charges for the Initial Contract Period unless there are any changes as set out in clause 13 (iii).
- (ii) Services provided on Bank/Public Holidays and any additional public holidays from time to time (e.g. Royal Weddings/Funerals) will be charged at double the hourly rate specified on the Service Agreement (or, where no hourly rate is so specified, the applicable pro rata amount of the fixed rate shall be doubled).
- (iii) The Company reserves the right to increase the Charges and any other costs such as but not limited to hire costs (if applicable) at any time in the event of any increase in the cost of labour, wages, materials or other overhead expenses of any kind (including any increase due to a change in Government Legislation (such as but not limited to, National Minimum Wage, Living Wage, National Insurance and Pensions contributions)).
- (iv) After the Initial Contract Period, the Company on giving no less than one month's written notice to the Customer, may increase the Charges. In such circumstances, the Customer shall have no right to terminate earlier than as provided under clause 5.
- (v) Invoices shall be prepared monthly for payment by the Customer within thirty (30) days of receipt in full and cleared funds to a bank account nominated in writing by the Company. Interest of 8% above annual base rate will be applied on a daily basis for all debts over thirty (40) days in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- (vi) All costs incurred to recover debts will be invoiced to the Customer and the Customer will be responsible for payment of these costs.
- (vii) All payments payable to the Company under the Contract shall become due immediately on its termination.
- (viii) If the Company is unable to perform any of the Services (in full or in part) due to any act or omission of the Customer, the Company shall be entitled to invoice the Charges for such Services as it they had been performed in full.
- 14. Intellectual Property Rights**
- All Intellectual Property Rights in or arising out of or in connection with the Services provided (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 15. Data Protection**
- The parties shall comply with their obligations pursuant to data protection laws.
- 16. General**
- (i) **Force Majeure:** The Company shall not be liable to the Customer for delay or failure to perform any obligations under the Contract where such delay or failure is caused by any event not within the relevant party's reasonable control including, without limitation:
- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

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- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, prohibition, lockdown, curfew, or restrictions on movement and meetings;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts.
- (ii) Nothing in clause 16 (i) will exclude the Customer's liability to pay for any amounts due under the Contract.
- (iii) **Confidentiality**
- a) The Customer undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16 (iii) (c).
- b) The Company cannot guarantee absolute security or prevent unauthorised access or disclosure however the Company shall use their reasonable endeavours to prevent this.
- c) Each party may disclose the other party's confidential information:
- (1) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16 (iii); and
  - (2) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- d) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- (iv) **Assignment and other dealings**
- a) The Company 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 Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.
- (v) **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 based on any statement in the Contract.
- (vi) **Variation.** Except as set out in these Terms and Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Director of the Company.
- (vii) **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 right or remedy. 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.
- (viii) **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract is deleted under this clause 16 (viii) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- (ix) **Notices.**
- a) Any notice 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 email to the address specified in the Service Agreement.
  - b) Any notice shall be deemed to have been received:
    - (1) if delivered by hand, at the time the notice is left at the proper address;
    - (2) 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
    - (3) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16 (ix), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
  - c) This clause 16 (ix) 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.
- (x) **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.

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- (xi) **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.
- (xii) **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.