

TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. INTERPRETATION

1.1. In these Conditions:

Applicable Law: means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local, national or international in any relevant jurisdiction;

Business Day: means a day other than a Saturday, Sunday or a public holiday in England;

Charges: means the charges payable by the Customer for the supply of the Services in accordance with Condition 6 (Charges);

Conditions: means the terms and conditions set out in this document as amended from time to time in accordance with Condition 24;

Confidential Information: means any commercial, financial or technical information, information relating to the Services, plans, processes, knowhow, designs, trade secrets, software and market opportunities which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract: means the contract between the Customer and the Supplier for the supply of Services in accordance with Condition 2;

Customer: means Lucy Electric UK Limited registered in England and Wales with company number 1179461;

Customer Materials: means all materials, equipment, tools, drawings, specifications and data supplied by the Customer to the Supplier;

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form or media;

Force Majeure Event: means an event or sequence of events beyond a party's reasonable control (after exercising reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake, or other natural disaster; lockdown, war, riot or civil unrest; strike, lock out, or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce.

Group: means in relation to a company, that company, its subsidiaries, its holding companies and their respective subsidiaries ("holding company" and "subsidiary" shall have the same meaning as in section 1159 of the Companies Act 2006);

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Location: means the address or addresses for delivery of the Services as set out in the Order;

Order: means the Customer's order for the supply of Services, as set out in the Customer's purchase order form, or in the Customer's written acceptance of the Supplier's quotation, as the case may be;

Price: has the meaning given in Condition 6.1;

Anti-Slavery Laws: means any Applicable Laws pertaining to modern slavery (child labour, human trafficking, bonded or involuntary labour);

MS Offence: means an offence under Anti-Slavery Laws;

Services: means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification;

Specification: means the description or specification for Services produced by the Supplier and agreed in writing by the Customer;

Supplier: means the person or firm from whom the Customer purchases the Services;

Supplier Personnel: means all employees, officers, staff, other workers, agents, subcontractors and consultants of the Supplier, its Group and any of their sub-contractors who are engaged in the performance of the Contract from time to time; and

VAT: means value added tax under the Value Added Tax Act 1994 or any other similar scale or fiscal tax applying to the sale of the Services.

- 1.2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3. Any phrase introduced by the terms "including", "include", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. Any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions.
- 1.5. Words in the singular include the plural and vice versa.

- 1.6. A reference to writing or written includes emails.

2. BASIS OF CONTRACT

- 2.1. These Conditions and the Order form the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions and any other terms and conditions as may be specified by the Customer in the relevant Order.
- 2.3. An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.4. The Order shall be deemed to be accepted on the earlier of:
- 2.4.1. the Supplier issuing written acceptance of the Order; or
- 2.4.2. any act by the Supplier which the Customer (acting reasonably) believes is consistent with acceptance of the Order
- at which point and on which date the Contract shall come into existence.

3. SUPPLY OF SERVICES

- 3.1. The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 3.2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 3.3. In providing the Services, the Supplier shall:
- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use an appropriate number of suitably trained, certificated, skilled and experienced personnel to perform tasks assigned to them;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use appropriate quality goods, materials, standards and techniques, as specified or set out in the Order or Contract and ensure that they will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;

- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (i) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- (j) not to do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

- 3.4. Where the Services include the provision of goods, the terms and conditions for the supply of such goods shall be subject to the Customer's standard terms and conditions of sale of goods as found at <https://www.lucyelectric.com/terms-conditions/>. In the event that the Specification and/or Deliverables include the provision of goods which are to be provided under a separate, but associated, contract, then a breach by the Supplier under that contract shall be considered a breach of this Contract and shall entitle the Customer to all the remedies available under this Contract.

4. CUSTOMER REMEDIES

- 4.1. If the Supplier fails to perform the Services by the applicable dates, the Customer shall without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
 - (e) to claim damages for any additional costs, loss or expense incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2. If the Supplier has supplied Services that do not comply with the requirements of Condition 3.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to provide repeat performance of the Services which the Supplier attempts to make;

- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
 - (f) to claim damages for any additional costs, loss or expense incurred by the Customer arising from the Supplier's failure to comply with Condition 3.3(d).
- 4.3. These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 4.4. The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services.

6. CHARGES

- 6.1. The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

7. PAYMENT

- 7.1. The Supplier shall invoice the Customer on completion of the Services.
- 7.2. Each invoice shall include such supporting information as required by the Customer to verify the accuracy of the invoice, including the relevant Order number.
- 7.3. The Customer shall pay each validly submitted invoice within sixty (60) days of receipt, except where the Customer disputes the invoice, in which case:
- 7.3.1 to the extent permitted by law, the Customer may withhold payment of the disputed part of the relevant invoice pending resolution of the dispute; and
 - 7.3.2. if the resolution of the dispute determines that the Customer must pay an amount to the Supplier, the Customer must pay that amount within 15 (fifteen) days from the date of resolution of the dispute.
- 7.4. Any VAT that is applicable to the Order shall be charged by the Supplier and paid by the Customer at the applicable rate at the time the invoice was raised.
- 7.5. The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier.

- 7.6. Time for payment is not of the essence.

8. ANTI-BRIBERY AND CORRUPTION

- 8.1. The Supplier shall:
- (a) Comply with the Customer's Anti-Corruption, Money Laundering and Anti Bribery Policy (a copy of which is available on the Customer's website), as may be updated from time to time; and
 - (b) Keep at its normal place of business detailed, accurate and up to date records of the steps taken by the Supplier to comply with the Customer's Anti-Corruption, Money Laundering and Anti Bribery Policy. The Supplier shall ensure that such records are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this Condition.
- 8.2. The Supplier shall comply with all Applicable Laws pertaining to anti-bribery and corruption including having in place adequate procedures to prevent bribery and using all reasonable endeavours to ensure that the Supplier Personnel so comply.
- 8.3. Without limitation to Condition 8.1, the Supplier and Supplier Personnel shall not make or receive any bribe or other improper payment or allow any such bribe or improper payment to be made or received on its behalf, and Supplier shall implement and maintain adequate procedures to ensure that such bribes or improper payments are not made or received directly or indirectly on its behalf.
- 8.4. The Supplier shall immediately notify the Customer as soon as it becomes aware of a breach or possible breach by the Supplier or Supplier Personnel of any of the requirements in this Condition 8.
- 8.5. Any breach of this Condition 8 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under Condition 14.1.1.

9. ANTI-SLAVERY

- 9.1. The Supplier undertakes, warrants and represents that:
- 9.1.1. neither the Supplier nor any of the Supplier Personnel has:
 - 9.1.1.1. committed an MS Offence;
 - 9.1.1.2. been notified that it is subject to an investigation relating to an alleged MS Offence or prosecution under any Anti-Slavery Laws; or
 - 9.1.1.3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MS Offence or prosecution under any Anti-Slavery Laws;
 - 9.1.2. it shall comply with the Anti-Slavery Laws and the Customer's Anti-Slavery and Anti-Trafficking Policy (a copy of which is available on the Lucy Group website), as may be updated from time to time;
 - 9.1.3. it has implemented due diligence procedures to ensure compliance with the Anti-Slavery Laws in its business and supply chain, and those of the Supplier Personnel, which will be made available to the Customer on request at any time throughout the Contract; and

- 9.1.4. it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of the Supplier Personnel have breached or potentially breached any of Supplier's obligations under Condition 9.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations with any supporting documentation or evidence as may be available.
- 9.2. Any breach of this Condition 9 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under Condition 14.1.1.

10. COMPLIANCE

- 10.1. In performing its obligations under the Contract, the Supplier (including all Supplier Personnel) shall comply with:
- 10.1.1. all Applicable Laws;
- 10.1.2. the Lucy Electric Supplier Code of Conduct (as amended from time to time) found at <http://www.lucyelectric.com/en/terms-conditions/>; and
- 10.1.3. if the Customer informs the Supplier that it is applicable, the Lucy Electric Global Supplier Manual (as amended from time to time) found at <http://www.lucyelectric.com/en/terms-conditions/>.
- 10.2. The Supplier shall permit the Customer and its representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of Conditions 8, 9 and 10, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier Personnel to audit the Supplier's compliance with its obligations under the Contract. The Supplier shall give all necessary assistance to the conduct of such audits during the term of the Contract.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. In respect of any goods that are transferred to the Customer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and encumbered title to all such items, and that at the date of deliver of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.
- 11.2. The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 11.3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 11.4. The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time

require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with Condition 14.2.

- 11.5. All Customer Materials are the exclusive property of the Customer. No rights, including Intellectual Property Rights, in respect of any Customer Materials are granted to the Supplier or any other person.

12. INDEMNITY AND INSURANCE

- 12.1. The Supplier shall keep the Customer indemnified from and against any losses, damages, liability, costs (including legal fees), and expenses which the Customer may suffer or incur directly or indirectly as a result of any:
- 12.1.1. actual or alleged infringement by the Supplier or its Group of a third party's Intellectual Property Rights or other rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding the Customer's Materials) (**IPR Claim**); and
- 12.1.2. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services.
- 12.2. If any IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:
- 12.2.1. procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or
- 12.2.2. modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by Customer in respect of the affected Intellectual Property Rights.

- 12.3. For the duration of the Contract and for a period of six (6) year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 12.4. The Supplier shall notify the Customer immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects the Customer's interests.
- 12.5. This Condition 12 in its entirety shall survive the termination of the Contract.

13. CONFIDENTIALITY

- 13.1. The Supplier shall keep confidential all Confidential Information of the Customer and any member of the

Customer Group and shall only use the same as required to perform the Contract. The provisions of this Condition shall not apply to:

- 13.1.1. any information which was in the public domain at the date of the Contract;
 - 13.1.2. any information which comes to the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 13.1.3. any information which is independently developed by the Supplier without using information supplied by the Customer or any member of the Customer's Group; or
 - 13.1.4. any disclosure required by law, a court of competent jurisdiction or a regulatory authority or otherwise by the provisions of the Contract.
- 13.2. This Condition shall remain in force for a period of five (5) years from the date of the Contract and, if longer, three (3) years from termination of the Contract.
- 13.3. The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14. TERMINATION

- 14.1. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:
- 14.1.1. commits a material breach of the Contract which is not remediable;
 - 14.1.2. commits a material or persistent breach of the Contract which is remediable, but not remedied within fourteen (14) days of receipt of notice in writing of the breach;
 - 14.1.3. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.1.4. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case;
 - 14.1.5. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.1.6. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986, a restructuring plan under Part 26A of the Companies Act 2006 or a scheme of arrangement under Part 265 of the Companies Act 2006;
 - 14.1.7. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.1.8. has a resolution passed for its winding up;
 - 14.1.9. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding up or administration order is made against it;
 - 14.1.10. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven (7) days of that procedure being commenced;
 - 14.1.11. has a freezing or injunctive order made against it;

- 14.1.12. is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 14.1.13. is subject to any events or circumstances analogous to those in Conditions 14.1.3 to 14.1.12 in any jurisdiction;
 - 14.1.14. violates any Applicable Law, or commits any criminal act, fraud, negligence or wilful misrepresentation;
 - 14.1.15. is placed on the sanctions list of the United Nations Security Council; or
 - 14.1.16. (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.2. Without limiting its other rights or remedies, the Customer may terminate the Contract at any time by giving not less than fourteen (14) days' notice to the Supplier, in which case the Customer shall pay the Supplier fair and reasonable compensation for any work in progress at the date of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 14.3. On termination of the Contract or any part of it for any reason the accrued rights and remedies of the parties (whether under this Contract or under Applicable Laws) as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

15. CONSEQUENCES OF TERMINATION

- 15.1. On termination of the Contract or any part of it for any reason:
- (a) the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may without limiting its other rights or remedies enter the Supplier's premises and take possession of them at the Supplier's costs. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
 - (c) conditions which expressly or by implication have effect after termination shall continue in full force and effect.

16. FORCE MAJEURE

- 16.1. A party shall not be liable if delayed in or prevented from performing its obligations due to a Force Majeure Event, provided that it:
- 16.1.1. promptly notifies the other party of the Force Majeure Event and its expected duration; and

16.1.2. uses all reasonable endeavours to minimise the effects of that event.

16.2. If such event or circumstances prevents a party from performing its obligations under the Contract for a continuous period exceeding thirty (30) days or a total of more than sixty (60) days over a period of twelve (12) weeks, the non-affected party shall have the right, without limiting its other rights or remedies, to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the affected party. In such event the consequences set out in Condition 16.2 shall apply.

17. ASSIGNMENT AND SUBCONTRACTING

17.1. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.

17.2. The Customer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

18. NOTICES

18.1. Any notice or other communication required to be given to a party in connection with the Contract shall be in writing and in English, addressed to that party at the address given in the Contract and be signed by, or on behalf of, the party giving it (except for notices sent by email).

18.2. Any notice or communication shall be deemed to have been duly received: (i) if delivered personally, when left at the address referred to in Condition 18.1; (ii) 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, (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or (iv) if sent by email, at the time of transmission, or, if this time falls outside the business hours in place of receipt, when business hours resume.

18.3. This Condition 18 shall not apply to the service of any proceedings or other documents in any legal action.

19. WAIVER AND CUMULATIVE REMEDIES

19.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

19.2. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

19.3. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.4. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights and remedies provided by law.

20. EQUITABLE RELIEF

The Supplier recognises that any breach or threatened breach of the Contract may cause the Customer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages

available to the Customer, the Supplier acknowledges and agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of specific damages.

21. SEVERANCE

21.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

22. NO PARTNERSHIP

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

23. THIRD PARTIES

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.

24. VARIATION

Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by both parties.

25. GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.