

Simplisity Communications Limited Terms and Conditions of Business for Telecommunication Services

1. DEFINITIONS

In this Agreement:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

"this Agreement"	these Terms and Conditions and the relevant Order Form;
"Annex"	an annex to this Agreement containing the Network Service Agreement applicable to the Customer from time to time, which includes further rights and obligations of the Customer to a party other than the Company;
"Business Day"	any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not open for business in the City of London;
"Commencement Date"	the date stipulated in the Order Form;
"Company"	Simplisity Communications Limited, a company registered in England and Wales under number 05773642 and having its registered office at 11 Fullerian Crescent, Watford, Hertfordshire, WD18 7AN (facsimile number – 0203 0512479);
"Confidential Information"	any information in any form or medium obtained by one Party from or on behalf of the other pursuant to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably consider as being confidential whether disclosed or obtained before, on or after the date of this Agreement together with any reproductions of such information or any part of this information (and the Company's Confidential Information shall include but not be limited to any information relating to the Company's employees, agents, subcontractors and other customers);
"Customer"	the customer whose details are set out in the Order Form;
"Delivery"	physical delivery of the Equipment to the Site(s) and "Delivered" or "Deliver" shall be construed accordingly;
"Delivery Date"	the dates of delivery (if any) stated in the Order Form;
"Equipment"	The telecommunication items specified in the Order Form to be supplied by the Company to the Customer together with any accompanying specifications, guidance manuals and/or instructions for such equipment;
"Fee"	the fee (if any) payable by the Customer to the Company for the supply by the Company of the Equipment and/or the Services as stipulated in the Order Form;
"Fixed Period"	the period described in the Order Form and starting on the Commencement Date;
"Network Service Agreement"	an agreement between the Customer and the Network Service Provider for the provision of mobile telecommunication services to the Customer;
"Network Service Provider"	the mobile telecommunications service provider introduced to the Customer by the Company to provide services as identified in the Order Form;
"Order Form"	the document containing the specific information relating to the Equipment, the Services and the Software supplied by the Company to the Customer and the identity of the Network Service Provider;
"Party"	either the Company or the Customer;
"Services"	the mobile telecommunications and equipment procuring services provided by the Company to the Customer pursuant to this Agreement in relation to facilitating the Customer's obtaining of mobile equipment and services from the Network Service Provider, as more particularly described in the Order Form;
"Service Fees"	the fees paid to Simplisity Communications Ltd referred to in Clause 10;
"Site(s)"	the location where the Customer directs the Company to Deliver the Equipment from time to time;
"Software"	the third party software provided with the Equipment from time to time by the Company to the Customer as may be described in the Order Form;
"Term"	the term of this Agreement referred to in Clause 10.1;

1.2 references to "Clauses" are to clauses of these Terms and Conditions and the headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement;

1.3 words imparting the singular includes the plural and vice versa. Words imparting a gender includes the other gender and the neutral and references to persons includes an individual, company, corporation, firm or partnership;

1.4 references to "includes" or "including" or like words or expressions shall mean without limitation; and

1.5 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2. AGREEMENT

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer. These Terms and Conditions apply to all Equipment, Services and Software.

2.2 Save as expressly provided herein, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties hereto preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledge that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

2.3 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.

2.4 Except as expressly provided otherwise in this Agreement, no change to this Agreement shall be binding unless it is agreed in writing signed by each of the Company and the Customer and expressed to be for the purpose of such amendment. In the event that the Customer requires additional Equipment (or upgrades not included in the Order Form) from the Company, each of the Parties shall sign a separate Order Form for such Equipment.

2.5 In the event of any conflict between the provisions of these Terms and Conditions and the provisions of the Order Form, then the following order of precedence shall apply:

2.5.1 Order Form, prevails over

2.5.2 these Terms and Conditions.

2.6 If the Customer provides the Company with a purchase order for the Equipment or the Services, the purchase order shall be purely for the Customer's administrative purposes only and shall not form part of this Agreement.

2.7 This Agreement shall be legally formed and the Parties shall be legally bound when both Parties have signed the Order Form.

2.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

2.9 Each Order Form constitutes a separate agreement. There may be more than one agreement between the Parties in force at the same time as this Agreement.

2.10 If any incentive is offered by the Company full written details of the incentive, including the percentage of commission, the period of payment and the requirement for reimbursement on cancellation of the contract will be incorporated within the Order form.

3. SERVICES AND THIRD PARTIES

3.1 In consideration for the Customer entering into and fully performing its obligations under the Network Service Agreement, (which may result in the Company receiving a commission from the Network Service Provider), the Company shall materially provide the Services referred to in the Order Form, to the Customer.

3.2 The Company warrants that:

3.2.1 it shall provide the Services with reasonable skill and care, in a professional, competent and workmanlike manner; and

3.2.2 it has all necessary rights, permissions and consents to enter into this Agreement.

3.3 The Company makes no warranties about the services or equipment provided by the Network Service Provider or that they will meet the individual requirements of the Customer as the Company is a mere marketing agent facilitating the Customer obtaining such services or equipment. The Company is not responsible for any Services, Equipment or Software not expressly stipulated in this Agreement that the Company will provide. Except for any matter upon which the Company specifically agrees in writing with the Customer to advise or do, the Company shall not be liable for advising on, or failing to advise on, or doing, or failing to do, anything else (including on any laws, rules, regulations, bye-laws or codes of practice).

3.4 Except where expressly provided for within this Agreement, the Company excludes all conditions, warranties, terms and representations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services and Software.

4. EQUIPMENT

4.1 The Company shall use reasonable commercial efforts to Deliver the Equipment to the Site(s) on or before the Delivery Date (if any). The Delivery Dates are approximate only. The Delivery Dates may, for whatever reason, be extended by the Company by a reasonable period.

- 4.2 The Company reserves the right, prior to Delivery of the Equipment, to substitute an alternative item of equipment for any Equipment agreed to be supplied under this Agreement provided that such substitution will not materially affect the performance of such equipment and will not result in any increase in the applicable Fees.
- 4.3 The Customer agrees that the supply of the Equipment under this Agreement does not include hardware and/or software repair, installation, maintenance and support services. Purchases of upgrades, revisions, bug fixes, patches and other similar products are not included under this Agreement, unless expressly provided for in the Order Form. Further, the Customer acknowledges that it must enter into agreement with a third party if it requires maintenance services for such Equipment.
- 4.4 The Customer acknowledges that:
- 4.4.1 the Company only acts as a reseller of the Equipment; and
- 4.4.2 the Company does not design, produce or manufacture any of the Equipment and so, subject to Clause 4.5 and to the fullest extent permitted by law, the Company disclaims all and any conditions, warranties, terms and representations, whether express or implied by statute, common law or otherwise in relation to such Equipment.
- 4.5 The Company shall use reasonable commercial efforts to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of the Equipment to the Company and in addition, the Customer shall be entitled to exercise the rights granted to it under Clause 4.6.
- 4.6 Where the Customer finds any non-conformity within the Equipment, it shall, at all times, contact the manufacturer of the Equipment directly and make an appropriate claim under the manufacturer's warranty or guarantee, except where it finds the same within the first 14 days of the Delivery Date, during which period the Customer shall have the right to, and shall notify the Company of such non-conformity. Upon receiving such notification, the Company shall use all reasonable commercial efforts to replace the Equipment or procure its repair within a reasonable time provided that:
- 4.6.1 the Company has been given a reasonable opportunity to examine, test and inspect the Equipment; and
- 4.6.2 the non-conformity has not arisen because:
- (a) the Customer has failed to follow the oral or written instructions of the Company or the manufacturer as to storage, installation, commissioning, use or maintenance of the Equipment; or
- (b) the Customer has failed to comply with the operation manuals issued by the manufacturer or by the Company; or
- (c) the Customer has altered or repaired the relevant Equipment without written consent from the Company or from the manufacturer (or attempted to do so); or
- (d) the Customer has improperly used the Equipment or used the Equipment outside its normal application; or
- (e) the Equipment has been improperly and incorrectly installed or maintained by a third party other than to one which the Company has expressly consented; or
- (f) the Equipment has been subjected to unusual physical or electrical stress or needs repair or replacement as a result of causes other than ordinary use, including accident, hazard, humidity, control or other environmental conditions; or
- (g) the Equipment is not compatible with the Customer's systems, or any hardware or software that it uses; or
- (h) the Customer has breached a condition or requirement in the manufacturer's warranty or guarantee, in which case the Company will not have express or implied liability for any additional warranty.
- 4.7 Where the Company receives no notice of non-conformity under Clause 4.6 within the first 14 days of the Delivery Date, the Customer will be deemed to have accepted the Equipment.
- 4.8 The Customer shall not be entitled to cancel the purchase of the Equipment after signing the Order Form unless the Company agrees otherwise.
- 4.9 The Company makes no warranty whatsoever regarding the Software, and provides such Software to the Customer "as is", and the Customer's sole rights and exclusive remedies for breach of warranty shall be those remedies provided by the Software's licensors. In no event will the Company be liable for any defect in, or problems caused by, any Software.
- 4.10 Where applicable, the Company shall use reasonable commercial efforts to pass through or otherwise assign to the Customer all warranties applicable to the Software.
- 4.11 The Company shall not be responsible for the compatibility of the Equipment either with the Software or with the Customer's systems, or with any other software used by the Customer.

5. TITLE AND RISK

- 5.1 The title to the Equipment, excluding GSM Gateways, shall pass to the Customer either, on the Customer's payment of the Fees in full or, at the end of the Term.

- 5.2 Risk in the Equipment shall pass to the Customer on Delivery. Accordingly, the Customer shall be responsible for insuring the Equipment against all normal risks with effect from the time risk passes.
- 5.3 The Customer agrees that if any of the events described in Clause 10.2 occurs in relation to the Customer during the Term, the Company shall have, in addition to its rights under law, the right to enter any premises where the Equipment is stored or kept (or is reasonably believed so to be) and to repossess the same without further operation of law and without notice to the Customer.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall (and shall (if required) procure that its agents, employees and contractors shall):
- 6.1.1 accept Delivery of the Equipment and do all acts, deeds and things as may from time to time be required by the Company to effect such Delivery;
- 6.1.2 promptly provide to the Company such information and assistance that will enable the Company to carry out fully, accurately and promptly its obligations under this Agreement;
- 6.1.3 enter into the Network Service Agreement and fully and accurately carry out its obligations under the Network Service Agreement;
- 6.1.4 comply fully and accurately with the terms of any Software licences that the Software is subject to;
- 6.1.5 indemnify and hold the Company, its employees, agents and subcontractors harmless against all actions, claims, costs, proceedings expenses, loss or damage (including legal costs), which the Company may suffer or incur directly or indirectly from any breach of the Customer's obligations under the Network Service Agreement or Software licence; and
- 6.1.6 use the Equipment in accordance with the manufacturers' instructions, guidance manuals and specifications published from time to time and keep the Equipment in reasonable repair and condition (fair wear and tear excepted);
- 6.2 The Company shall not be responsible or liable in any way for any acts, omissions and/or failures of the Network Service Provider. The Customer acknowledges and agrees that its sole remedy in respect of any services, equipment or Software supplied by the Network Service Provider or Software licensor is against the relevant Network Service Provider directly and the Customer shall rely on the rights granted to it under the Network Service Agreement and Software licence, in relation to any acts, omissions and/or failures of the Network Service Provider or Software.

7. CONFIDENTIALITY

- 7.1 Each Party shall keep and procure to be kept secret and confidential the Confidential Information of the other Party (whether before, on or after the date of this Agreement) and shall not use nor disclose the same save for the proper performance of this Agreement, or with the prior written consent of the other Party.
- 7.2 Where one Party discloses Confidential Information of the other Party to its employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer, each Party shall ensure that such parties comply with the confidentiality obligations contained in this Clause 7.
- 7.3 The obligations of confidentiality in this Clause 7 shall not extend to any matter which either Party can show:
- 7.3.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
- 7.3.2 was in its written records prior to receipt; or
- 7.3.3 was independently developed by it; or
- 7.3.4 was independently disclosed to it by a third party entitled to disclose the same.
- 7.4 If either Party is required to disclose the Confidential Information of the other Party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then the Party so required shall, prior to any disclosure where practicable, notify and consult with the other Party and, at the other Party's request and cost, assist that other Party in opposing any such disclosure.
- 7.5 The Company may identify the Customer as its customer and the type of Services provided by the Company to the Customer, provided that the Company does not (without the Customer's prior written consent) reveal any Confidential Information of the Customer.
- 7.6 The obligations of this Clause 7 shall continue after termination of this Agreement for whatever reason.

8. LIMITATION OF LIABILITY

- 8.1 This Clause 8 prevails over all other Clauses and sets forth the entire liability of each Party to the other, and their sole and exclusive remedies of the other in respect of:

- 8.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or of any goods or services in connection with this Agreement; or
- 8.1.2 otherwise in relation to this Agreement or entering into this Agreement.
- 8.2 Neither Party excludes or limits its Liability for:
- 8.2.1 its fraud; or
- 8.2.2 death or personal injury caused by its Breach of Duty; or
- 8.2.3 any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or
- 8.2.4 any other Liability which cannot be excluded or limited by applicable law.
- 8.3 Subject to the rest of this Clause 8, the Company does not accept and hereby excludes any Liability for Breach of Duty other than any liability arising pursuant to the terms of this Agreement.
- 8.4 Subject to the rest of this Clause 8, the Company shall have no Liability to the Customer in respect of any:
- 8.4.1 indirect or consequential losses, damages, costs or expenses;
- 8.4.2 loss of actual or anticipated profits;
- 8.4.3 loss of contracts;
- 8.4.4 loss of use of money;
- 8.4.5 loss of anticipated savings;
- 8.4.6 loss of revenue;
- 8.4.7 loss of goodwill;
- 8.4.8 loss of reputation;
- 8.4.9 loss of business;
- 8.4.10 loss of operation time;
- 8.4.11 loss of opportunity; or
- 8.4.12 loss of, damage to or corruption of, data;
- suffered by the Customer in respect of this Agreement whether or not such losses were reasonably foreseeable or the Company or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, Clauses 8.4.2 to 8.4.12 apply whether such losses are direct, indirect, consequential or otherwise.
- 8.5 Subject to the rest of this Clause 8 and the exclusions and limits set out in the rest of this Agreement, the total aggregate Liability of the Company arising out of or in connection with a claim or claims made by the Customer in respect of loss or damage suffered by the Customer shall be limited to the total Fees for the Equipment potentially payable by the Customer to the Company under this Agreement.
- 8.6 The limitation of Liability under Clause 8.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 8.7 The Customer acknowledges and accepts that the Company only provides the Services and Equipment to it on the express condition that the Company will not be responsible for nor shall it have any Liability to the Customer or any third party directly or indirectly for any act or omission of the Customer, its employees, agents, contractors or customers or any third party.
- 8.8 In this Clause 8:
- 8.8.1 "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and
- 8.8.2 "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract).

9. FEES

- 9.1 Where applicable, the Customer shall, on receipt of an invoice from the Company, pay to the Company the Fee in accordance with Clause 10 within 14 days of the date of the Company's invoice, using any method of payment specified in the Order Form or otherwise requested by the Company.
- 9.2 All sums due to the Company are exclusive of VAT and other duties or taxes (if applicable) which the Customer shall pay to the Company in addition at the same time as payment of the Fee.
- 9.3 Payment of all sums due to the Company under this Agreement shall be made by the Customer in full without any set-off, deduction or withholding whatsoever.
- 9.4 If the Customer is late in paying any part of any monies due to the Company, the Company may (without prejudice to any other right or remedy available to it whether under this Agreement or by any statute, regulation or bye-law) charge interest on the amount due but unpaid at the annual rate of interest set under

Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly. This charge to be HSBC base rate plus 3%.

10. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

- 10.1 This Agreement shall commence on the Commencement Date and, subject to earlier termination pursuant to this Agreement, shall continue in force for the Fixed Period unless or until:
- 10.1.1 either Party terminates this Agreement by giving to the other no less than 3 months' written notice; or
- 10.1.2 where notice of termination is given under Clause 10.2 (the "Term").
- 10.2 Either Party may terminate this Agreement immediately by notice in writing to the other Party if:
- 10.2.1 the other Party is in material breach of any of its obligations under this Agreement which is incapable of remedy or such breach has not been remedied within 30 days of notification requiring that Party to remedy the breach; or
- 10.2.2 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertakings or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt.
- 10.3 Termination of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.
- 10.4 Termination of this Agreement will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.5 Upon termination of this Agreement for any reason:
- 10.5.1 the Company shall cease to perform this Agreement; and
- 10.5.2 the owner of Confidential Information may at its option require the other Party to delete promptly all Confidential Information from any computer disks, tapes or other material in its possession or under its control or promptly deliver up or destroy materials and tangible items in its possession or under its control which contain any Confidential Information belonging to the Party requiring the action. The owner of Confidential Information may require the other Party to provide a written declaration, signed by an officer or other authorised individual stating that there has been full compliance with this Clause 10.5.2.
- 10.6 Upon:
- 10.6.1 termination of this Agreement by the Customer under Clause 10.1 or by the Company under Clause 10.2 before the end of the Fixed Period; and/or
- 10.6.2 termination of the Network Service Agreement by the Customer (or by the Network Service Provider where the Customer is in breach of the Network Service Agreement) before the end of its term,
- the Customer shall pay:
- (a) the Fees for the Equipment to the Company within 14 days of such termination in accordance with the Order Form; and
- (b) the Fees for the Services (the "Service Fees") set out in Clause 10.7 unless otherwise specified in the Order Form, in which case the Customer shall pay those specified Service Fees.
- (c) the total cashback or total buyout payment to the Company within 14 days of such termination in accordance with the Order Form.
- 10.7 The Service Fees payable under Clause 10.6 are based on the proportion of the Term of this Agreement and the term of the Network Service Agreement remaining as follows:
- (a) Within 25% of the contract duration. 100% of the commission paid to the Company by the network services operator.
- (b) Greater than 25% but less than 50% of contract duration. 75% of the commission paid to the Company by the network services operator.
- (c) Greater than 50% but less than 75% of contract duration. 50% of the commission paid to the Company by the network services operator.
- (d) Greater than 75% of contract duration. 25% of the commission paid to the Company by the network services operator.
- 10.8 The Customer acknowledges that:

10.8.1 the Service Fees referred to in Clause 10.7 are fair and reasonable in all the circumstances and represent a genuine pre-estimate of the loss that the Company will suffer as a result of such termination and includes loss the Company would suffer in repaying commission to the Network Service Provider as a result of the termination referred to in sub-clause 10.6.2; and

10.8.2 in respect of any other breaches of this Agreement, either Party may, without prejudice to its other rights, bring an action against the other Party for unliquidated damages.

11. FORCE MAJEURE

11.1 Save for obligations in respect of payment of the Fees, neither Party shall be liable for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by circumstances beyond its reasonable control including Acts of God, actions of third parties (including hackers, suppliers, governments or supra-national authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or general Internet failure), shortage of or inability to obtain materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen.

11.2 Each of the Parties agrees to notify the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

11.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.

11.4 Each Party shall bear its own costs incurred by the Event of Force Majeure.

11.5 If performance of any obligations hereunder is delayed under this Clause 11, each Party shall nevertheless accept performance as and when the other shall be able to perform.

11.6 If the Company has contracted to provide identical or similar services or software or deliverables to more than one customer and is prevented from fully meeting its obligations to the Customer by reason of an Event of Force Majeure, the Company may decide at its absolute discretion which contracts it will perform and to what extent.

12. NOTICES

12.1 Any notice or other communication required or authorised to be given under this Agreement shall be in writing and may be served by personal delivery or by pre-paid or recorded delivery letter or by overnight courier or by facsimile addressed to the relevant Party at its address stated in this Agreement or at such other address or facsimile number as is notified by the relevant Party to the other for this purpose from time to time or at the address or facsimile number of the relevant Party last known to the other.

12.2 Any notice so given by post shall be deemed to have been served two Business Days after the same shall have been posted by recorded delivery or overnight courier and any notice so given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine, and in proving such service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, posted as a prepaid or recorded delivery letter or despatched or an answerback signal received.

13. ASSIGNMENT

13.1 Subject to any assignee (in the case of an assignment) or novatee (in the case of a novation) confirming in writing to be bound by the provisions of this Agreement, the Company may assign, novate or subcontract its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. The Company shall promptly give notice to the Customer of any such assignment or novation.

13.2 The Customer shall not assign, transfer or charge or purport to assign, transfer or charge this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

14. DISPUTE RESOLUTION

14.1 The Parties will attempt in good faith promptly to resolve any dispute or claim arising out of or in relation to this Agreement and the Parties shall use their best efforts to negotiate and settle amicably any dispute or claim that may arise. Any dispute resolution process shall be without prejudice to each Party's right to apply to the court or initiate proceedings under Clause 15.5.

15. GENERAL

15.1 No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of such right or extend to or affect any

other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish that Party's rights under this Agreement.

15.2 If any Clause or other provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.

15.3 Nothing in this Agreement shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.

15.4 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15.5 This Agreement shall be governed by and construed in accordance with English law and the Customer hereby submits to the jurisdiction of the English courts.

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