

Terms and conditions for the supply of services to individuals

Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

“Business Day”: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“Cancellation Charges”: charges due and payable in the event of the cancellation of any scheduled session(s) for consultancy, diagnosis, assessment, training, advice, assistance or other similar or related activities to be provided by the Supplier by way of Services. Cancellation Charges are listed in the Terms for Cancellation to this Client Agreement.

“Charges”: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

“Commencement Date”: has the meaning set out in clause 1.4.

“Conditions”: these terms and conditions as amended from time to time.

“Client Agreement”: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

“Confidential Information”: includes information that is marked or otherwise identified by a party as being confidential or including information that is indicated as being commercially sensitive or is restricted in circulation and this will include any personal information about a data subject that is provided by a party to the other party in connection with the provision of Services under the Client Agreement.

“Customer”: the person who purchases Services from the Supplier either on their own behalf or on behalf of their dependents or other named beneficiary. The term shall include a person intended to benefit from the Services or who consumes the Services irrespective of whether they are the actual purchaser of those Services. .

“Deliverables”: the deliverables set out in the Client Agreement to be provided according to the Delivery Schedule produced by the Supplier for the Customer.

“Delivery Schedule”: the detailed timetable or plan setting out in writing the Deliverables to be supplied as described in the Specification and the dates and times on which the Deliverable(s) will be supplied or provided by the Supplier and attached to and forming part of these Conditions in Schedule 2.

“Intellectual Property Rights”: 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 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.

“Services”: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

“Specification”: the written description or specification of the Services to be provided by the Supplier to the Customer within the Client Agreement and Delivery Schedule.

“Supplier/TDA”: The Dyslexia Association, Sherwood House, 7 Gregory Boulevard, Nottingham NG7 6LB with Company Registration number 03941946. The company is registered with the Charities Commission for England and Wales number 1082345

“Supplier Materials”: has the meaning set out in clause 4.1 (j).

“Termination Charge”: A Charge payable to the Supplier by the Customer in the event of any unauthorised default(s) on the part of the Customer which entitle the Supplier to terminate the Client Agreement.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory 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;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes.

- (f) a reference to the masculine shall also include the feminine and be read accordingly.

Basis of contract

- 1.3 The Client Agreement constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.
- 1.4 The Client Agreement shall only be deemed to be accepted when the Supplier signs the Client Agreement at which point and on which date a legally binding agreement shall come into existence or the date specified in this Client Agreement as the Commencement Date, if different.
- 1.5 The Client Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Client Agreement.
- 1.6 Any images, drawings, descriptive matter, publicity or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's website, presentations, articles, case studies and 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 Client Agreement or have any contractual force.
- 1.7 These Conditions apply to the Client Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing including, for the avoidance of doubt, any purported terms included within the Customer's purchase order process, irrespective of any claims to priority or precedence of such purchase terms unless there is specific written agreement to the contrary at the Commencement Date.
- 1.8 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of one calendar month from its date of issue.

Supply of Services

- 1.9 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 1.10 The Supplier shall use all reasonable endeavours to meet any performance dates and times specified in the Client Agreement and Delivery Schedule. However the parties acknowledge and accept that the provision of the Services requires the use of appropriately trained and qualified personnel with the specialist skills and knowledge to provide the Deliverables in each

case and may further require access to resources that may cease to be available without any fault on the part of the Supplier. For this reason any such performance dates and times on the part of the Supplier shall be estimates only and time shall not be of the essence for performance of the Services.

- 1.11 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements, provided these do not materially affect the nature or quality of the Services to be provided. The Supplier shall notify the Customer in any such event giving such advance notice as may be reasonable in the circumstances.
- 1.12 The Supplier warrants to the Customer that:
- (a) any goods supplied under the terms of this agreement will comply with the quality and fitness for purpose provisions found in sections 9, 10, 13 and 16 of the Consumer Rights Act 2015; and
 - (b) that the Supplier has a right to sell the goods (Section 17); and
 - (c) that goods will match any sample provided (section 13); and
 - (d) where any digital content is to be supplied, it will comply with sections 34, 35 and 36 of the Consumer Rights Act 2015 in relation to quality, fitness for purpose and correspondence with any description except in relation to defects that are drawn to the Customer's attention prior to entering this Client Agreement; and
 - (e) The Supplier warrants that it has the right to supply any digital content (Section 41); and
 - (f) Services will be provided to the Customer using reasonable care and skill (Section 49) using appropriately qualified and suitable personnel.
 - (g) Services will be performed according to the Delivery Schedule agreed in advance with the Customer.

Customer's obligations

- 1.13 The Customer shall:
- (a) ensure that the terms of the Client Agreement and any information provided in the Specification are complete and accurately reflect their requirement at the Date of Commencement;

- (b) pay any and all undisputed Charges according to the terms of the Client Agreement;
- (c) commit to the Delivery Schedule agreed between the parties;
- (d) reasonably co-operate with the Supplier in all matters relating to the provision of the Services;
- (e) provide the Supplier, its employees, agents, consultants and subcontractors, with access to any premises, accommodation, and other facilities as reasonably required by the Supplier for the provision of Services;
- (f) provide the Supplier with such additional information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (g) subject to any duty of confidentiality, within a reasonable time provide copies of all correspondence or notices received by the Customer in connection with the Services including, but not limited to, any conditional offers of funding or grants or withdrawal of the same upon which the provision of the Services is contingent or dependent;
- (h) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- (i) notify the Supplier of any code, grant reference or number and other order reference details required to raise an invoice; and
- (j) keep and maintain all course and/or teaching materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation. For the avoidance of doubt, materials, documents and equipment provided to the Customer or their employee which are intended to be retained by the Customer or employee shall be at the risk of the Customer and are not subject to this obligation.

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

- (a) the Supplier shall without limiting its other rights or remedies, 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 1.14; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default; and
- (d) Where such Customer Default affects the planned delivery of the Services as outlined in the Delivery Schedule, shall pay any Cancellation Charges or Termination Charges due under the Client Agreement.

Charges and payment

1.15 The Charges for the Services shall be as set out in the Client Agreement according to the type of Services to be supplied.

1.16 For general professional consultancy services ("Consultancy") providing advice and assistance on matters relating dyslexia and associated conditions:

- (a) the Charges for Consultancy shall either:
 - (i) be paid in arrears according to the time spent on delivering the Services. Charges will be calculated in accordance with the Supplier's standard daily fee rates, as agreed between the parties and notified to the Customer before or at the Commencement Date except where the parties agree otherwise; or
 - (ii) be paid in advance for Services to be delivered on a periodic or modular basis where the Services represent a partial or periodic delivery against a larger project plan; or
 - (iii) be paid in advance on a complete project basis with both parties agreeing the or a mechanism for determining the Charges payable by the Customer on or before the Commencement Date;
- (b) The parties shall agree the Charges and basis on which these are to be paid and include this in the Specification,
- (c) where Charges are calculated according to clause 5.2 (a)(i) the Supplier's standard daily fee rates for each individual providing the consultancy are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

- (d) the Supplier shall be entitled to charge an overtime rate of twice the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 1.16(c); and
- (e) any Charges for the late cancellation of scheduled Consultancy or Services shall be subject to the provisions of Terms for Cancellation to the Client Agreement.
- (f) repeated late cancellations may give rise to a right to terminate this Client Agreement under clause 9.1 and may incur a Termination Charge.
- (g) unless otherwise agreed the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials. Where this is practicable, the parties will agree such expenses in advance.

1.17 The Supplier reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase one month before the proposed date of the increase.

1.18 For the provision of specialist screening assessment, and training services:

- (a) the parties will agree prior to or at the Date of Commencement whether Charges are payable;
 - (i) in arrears based upon the date/time and/or the Services provided up to the date of invoicing either on a unit basis or for blocks of Services; or
 - (ii) in advance based upon the date/time and/or the Services to be provided to the Customer either on a unit basis or for blocks of services; or
 - (iii) in advance where payment is for all Services to be provided as listed in the Delivery Schedule as a complete project.
- (b) any Charges will be payable in accordance with clause 5.6. and in the case of fees payable in advance, prior to the commencement of Services by the Supplier;
- (c) following any cancellation or notice of cancellation under the Client Agreement by the Customer, the Supplier shall be entitled, at its option, to charge and invoice the Customer for all work done to date on their behalf by the Supplier at the agreed rate;

- (d) any cancellation or purported cancellation of the Client Agreement by the Customer relating to any Services that have been contracted for, but have yet to be delivered by the Supplier may be subject Cancellation Charges or Termination Charges listed in the provisions of Terms for Cancellation of the Client Agreement.
- (e) where any cancellation or notice of cancellation under clause 5.4(b) or (c) is due to unexpected or unforeseen circumstances that might be considered to be beyond the immediate control or influence of the Customer, the Supplier shall (entirely at its sole discretion and choice) have the option to waive any Cancellation or Termination Charges and confirm this in writing to the Customer;
- (f) payment of Charges and any Cancellation Charges shall be due notwithstanding any sub-contract or other arrangements the Customer may have in place with other beneficiaries of the Services. The Customer acknowledges that it is their own sole responsibility (and not that of TDA) to manage such third party arrangements and these will not affect the rights and obligations under the Client Agreement.

1.19 The Supplier invoice shall include sufficient detail to allow the Customer to reconcile the invoice to the Services provided or to be provided against the invoice amount as well as the payee details, acceptable methods of payment and the due date. Where the Supplier is required to quote a specific project code or purchase order number, this information will be provided promptly by the Customer.

1.20 The Customer shall pay each undisputed invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice unless immediate advance payment is required prior to the provision of the Services in which case payment must be made before delivery of the Services; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier

as a registered charity, the Supplier delivers the Services on a 'not for profit' basis and relies on the prompt payment of invoices in order to support its activities. For this reason time for payment shall be of the essence.

1.21 All amounts payable by the Customer under the Client Agreement are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Client Agreement by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 1.22 If the Customer fails to make any payment due to the Supplier under the Client Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 1.23 The Customer shall pay all undisputed amounts due under the Client Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

Intellectual property rights

- 1.24 All Intellectual Property Rights ("IPR") in or arising out of or in connection with the Services including any Deliverables to be provided as part of the Services shall remain with the Supplier. This Client Agreement will not operate to transfer or create a competing or shared interest in those rights. The Customer will not remove or tamper with any copyright notice attached to Deliverables supplied to them. For the avoidance of doubt this clause will not include or apply to any IPR owned by or licensed to the Customer in respect their underlying products, services, technology, know-how, publications or any development of these which shall remain with the Customer.
- 1.25 The Customer acknowledges that, in respect of any third party IPR connected with the Services, the Customer's use of any such IPR is conditional on the Supplier obtaining or procuring a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer or the Customer securing such rights under licence from the owner.
- 1.26 All IPR in Supplier Materials are intended to remain the exclusive property of the Supplier unless they have been transferred, are supplied with the intention that ownership of the IPR is to be transferred, or have been specifically created for the Customer with the intention that all IPR in the materials so prepared or provided should pass to the Customer.
- 1.27 This Client Agreement is not intended to and will not operate such a way as to create any interest in or transfer any third party IPR to either part which will remain with the owner.

Confidentiality

- 1.28 Each party agrees to keep confidential any Confidential Information supplied or disclosed to it by the other party or whenever obtained under or in connection with this Client Agreement

and shall not use or disclose such information or any part of it to any third party without the prior consent of the other party.

- 1.29 Each party agrees to use any Confidential Information supplied or disclosed to it by the other solely for the purpose of performing its obligations under the terms of this Client Agreement.
- 1.30 The personal details of any person to whom Services are provided will be considered Confidential Information. Details related to any medical history will be considered highly confidential and treated accordingly
- 1.31 Where Confidential Information is disclosed to any employee, agent, professional advisor or contractor in the course of business, the disclosing party shall inform the person that the information is considered to be confidential and in the case of a contractor, shall procure that the contractor signs a written agreement imposing obligations of confidentiality that shall be equivalent to those found in this Client Agreement.
- 1.32 The restrictions in this clause shall not apply to information which:
- (a) is in the public domain otherwise than by breach of this agreement;
 - (b) was previously in the possession of the receiving party and was not acquired directly or indirectly from the disclosing party;
 - (c) is lawfully obtained from a third party who is free to disclose the same;
 - (d) the receiving party is obliged by a court order to disclose
 - (e) was independently developed by either party without reliance on Confidential Information supplied under the terms of this agreement.
- 1.33 The obligations of the parties contained in this Clause 7 shall continue in force for a period of five years notwithstanding the expiry or termination of this Client Agreement.
- 1.34 The standard of security expected from each party is that which they would apply to their own confidential information, but in no circumstances shall this be considered a lesser standard than that which would be considered acceptable to a reasonable organisation offering similar services in the same market or industry.
- 1.35 The personal details of persons to whom Services are provided or are intended to be provided shall be considered to be sensitive information, particularly in relation to any diagnosis, previous history or recommended treatment or course of action. The parties will take appropriate steps to protect this information.

Limitation of liability

- 1.36 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (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).
- 1.37 Subject to clause 1.36:
- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Client Agreement; and
 - (b) except for breaches of Confidentiality and Intellectual Property Right infringements, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Client Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the contractual Charges for the Services.
- 1.38 This clause will not affect any rights and remedies available to the Customer under the Consumer Rights Act 2015.
- 1.39 This clause shall survive termination of the Client Agreement.

Termination

- 1.40 Without limiting its other rights or remedies, the Supplier may terminate the Client Agreement by giving the Customer 30 days' written notice where the Customer:
- (a) repeatedly cancels sessions listed in the Delivery Schedule giving no notice or late notice. "Repeated" shall have the meaning ascribed in Schedule 2 of this agreement; or
 - (b) by their actions and/or words gives the Supplier reason to believe that they will not complete or will otherwise abandon the Delivery Schedule as originally agreed and such inference on the part of the Supplier is fair and reasonable having regard to the conduct of the Customer or that of their dependent or nominated beneficiary; and

- (c) in the case of clause 9.1 (a) or (b) there are no reasonable grounds for such conduct on the part of the Customer or where there are such grounds they have not been notified or advised to the Supplier in advance by way of an explanation or justification and it would not have been obvious or apparent to a reasonable observer that there were underlying reasons or grounds for non-attendance or withdrawal.

1.41 Without limiting its other rights or remedies, either party may terminate the Client Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Client Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 1.41 (b) to clause 1.41 (i) (inclusive);
 - (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Client Agreement has been placed in jeopardy; or
 - (m) the other party (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.
- 1.42 Without limiting its other rights or remedies, the Supplier may terminate the Client Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Client Agreement on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.
- 1.43 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Client Agreement or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 1.41 (b) to clause 1.41 (m), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Client Agreement on the due date for payment.

Consequences of termination

- 1.44 On the effective date of termination of the Client Agreement by the Supplier under clause 9.1, the Customer shall:
- (a) in respect of Services still to have been delivered which fall within clauses 9.1 (a) and 9.1 (b) pay any cancellation or early termination fees that may be payable, for which the Supplier shall submit an invoice to the Customer which shall become due for payment immediately; and

- (b) without prejudice to any other legal rights or remedies available to the Supplier, will consider the Supplier as discharged from any further obligation to provide Services under the terms of this Client Agreement.

1.45 On termination of the Client Agreement for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Client Agreement;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Client Agreement which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

Force majeure

1.46 For the purposes of this Client Agreement, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

1.47 The Supplier will not be liable to the Customer as a result of any delay or failure to perform its obligations under this Client Agreement as a result of a Force Majeure Event.

1.48 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Client Agreement immediately by giving written notice to the Customer.

Notices

- 1.49 Any notice or other communication given to a party under or in connection with the Client Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of residence (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 1.50 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 1.49 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 1.51 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Severance

- 1.52 If any provision or part-provision of the Client Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Client Agreement.
- 1.53 If one party gives notice to the other of the possibility that any provision or part-provision of this Client Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Waiver

- 1.54 A waiver of any right under the Client Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 1.55 No failure or delay by a party in exercising any right or remedy provided under the Client Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.
- 1.56 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

No Joint Venture

- 1.57 Nothing in the Client Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose.
- 1.58 Neither party shall have authority to act as agent for, or to bind, the other party in any way.

Contract Rights of Third Parties Act

- 1.59 A person who is not a party to the Client Agreement shall not have any rights in or be entitled to enforce its terms.

Assignment

- 1.60 Neither party may assign or transfer this Client Agreement or rights under it in whole or in part without the written consent of the other party, such consent not to be delayed or withheld unreasonably.

Variation

- 1.61 Except as set out in these Conditions, no variation of the Client Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

Governing law.

- 1.62 This Client Agreement, 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 law of England and Wales.
- 1.63 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Client Agreement or its subject matter or formation (including non-contractual disputes or claims).