



Standard Terms and Conditions for the Supply of Services

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day		a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Change		an amendment to: (a) the scope, nature, volume or execution of the Services under this agreement; or (b) any other condition or schedule of this Contract, made pursuant to the change control procedure set out in clause 6.
Change Control Note		the written record of any Change agreed or to be agreed by the parties pursuant to clause 6.
Charges		the charges payable by the Customer for the supply of the Services in accordance with clause 5.
Commencement Date		has the meaning given in clause 2.2.
Conditions		these terms and conditions as amended from time to time in accordance with clause 14.4.
Contract		the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
Control		has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer		the person or firm who purchases Services from the Supplier.
Customer Default		has the meaning set out in clause 4.2.
Deliverables		the deliverables set out in the Order produced by the Supplier for the Customer.
Intellectual Property Rights		patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.

Order	the Customer's order for Services as set out in the Customer's written acceptance of the Supplier's Quotation.
Quotation	the description and specification of the Services provided in writing by the Supplier together with the Charges.
Services	the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Quotation.
Supplier	Rubicon Technical Limited incorporated in England and Wales with company number 06104313 and having a registered office at C4DI @The Docck, 31-38 Queen Street, Hull, HU1 1UU.
Supplier Materials	has the meaning set out in clause 4.1.6.
Term	the period from the Commencement Date until completion of the Services pursuant to an Order or any number of Orders submitted by the Customer from time to time which collectively shall determine the term under which the Services have been provided by the Supplier.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.4 A reference to **this Contract or these Conditions** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 1.2.5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.6 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.7 A reference to **writing** or **written** includes email.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 The parties acknowledge that more than one Order may be submitted by the Customer over time. Whilst each Order shall be subject to these Conditions, the parties agree that multiple Orders shall establish a course of dealing between the parties and which collectively shall be subject to these Conditions.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue. After this period of time, acceptance is at the Supplier's discretion.

3 Supply of Services

- 3.1 The Supplier shall supply the Services for the Term to the Customer in accordance with the Quotation in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Quotation if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4 Customer's obligations

- 4.1 The Customer shall:
 - 4.1.1 ensure that the terms of the Order are complete and accurate;
 - 4.1.2 co-operate with the Supplier in all matters relating to the Services;

- 4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5 if applicable, prepare the Customer's premises for the supply of the Services;
 - 4.1.6 keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5 Charges and payment

- 5.1 The Charges for the Services shall be calculated in accordance with relevant Quotation.
- 5.2 The Supplier reserves the right to:
 - 5.2.1 increase the Charges on an annual basis with effect from each anniversary of the Commencement Date by a percentage of not more than 10% and the first such increase may take effect on the first anniversary of the Commencement Date; or
 - 5.2.2 where the Charges are calculated on a time and materials basis and the Charges actually incurred by the Supplier exceed the amount set

in the relevant Quotation, the Supplier shall invoice the Customer for, and the Customer shall be obliged to pay, all amounts in excess of the Quotation.

- 5.3 The Supplier shall invoice the Customer in accordance with the Quotation. If the Quotation is silent on when the Supplier is to invoice the Customer, the Supplier reserves the right to invoice the Customer monthly in arrears.
- 5.4 The Customer shall pay each invoice submitted by the Supplier:
 - 5.4.1 within 30 days of the date of the invoice; and
 - 5.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier,and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract 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.
- 5.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 Change control

- 6.1 Either party may submit a written request for a Change to the other party in accordance with this clause 6, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.
- 6.2 If the Customer requests a Change:
 - 6.2.1 the Customer will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Control Note; and
 - 6.2.2 within 20 Business Days of receipt of a request, the Supplier will, unless otherwise agreed, send to the Customer a Change Control Note.

- 6.3 If the Supplier requests a Change, it will send to the Customer a Change Control Note.
- 6.4 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:
 - 6.4.1 the title of the Change;
 - 6.4.2 the originator of the Change and date of request;
 - 6.4.3 description of the Change;
 - 6.4.4 details of the effect of the proposed Change on:
 - (a) the Services;
 - (b) the Charges;
 - (c) any systems or operations of the Customer which communicate with, or are otherwise affected by, the Services; and
 - (d) any other Condition of this Contract;
 - 6.4.5 the date of expiry of validity of the Change Control Note; and
 - 6.4.6 provision for signature by the Customer and Supplier.
- 6.5 If, following the Customer's receipt of a Change Control Note pursuant to clause 6.2 or clause 6.3:
 - 6.5.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Contract;
 - 6.5.2 either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with clause 13 (Dispute resolution).
- 6.6 Each party will bear its own costs in relation to compliance with the procedure set out in this clause 6.

7 Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 7.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy (but not modify) the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business but not for any other purpose.

7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.

7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

8 Data protection

8.1 The parties shall comply with all applicable data protection and privacy legislation in force from time to time in the UK including General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

9 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in this clause 9 shall limit the Customer's payment obligations under the Contract.

9.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

9.3.1 death or personal injury caused by negligence;

9.3.2 fraud or fraudulent misrepresentation; and

9.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.4 Subject to clause 9.2 (No limitation in respect of deliberate default), and clause 9.3 9.3 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer shall be, irrespective of the Term, the total Charges paid to the Supplier in the 12 months prior to the date on which the event giving rise to the claim occurred or the date on which the Customer should reasonably have been aware of such event having occurred.

9.5 Subject to clause 9.2 (No limitation of customer's payment obligations) and clause 9.3 (Liabilities which cannot legally be limited), this clause 9.5 sets out the types of loss that are wholly excluded:

9.5.1 loss of profits.

9.5.2 loss of sales or business.

9.5.3 loss of agreements or contracts.

- 9.5.4 loss of anticipated savings.
- 9.5.5 loss of use or corruption of software, data or information.
- 9.5.6 loss of or damage to goodwill; and
- 9.5.7 indirect or consequential loss.
- 9.6 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.8 This clause 9 shall survive termination of the Contract.

10 Termination

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party:
 - 10.1.1 1 weeks' written notice where the Term is 3 months' or less;
 - 10.1.2 1 months' written notice where the Term is more than 3 months but less than 6 months;
 - 10.1.3 3 months' written notice where the Term is more than 6 months but less than 12 months;
 - 10.1.4 6 months' written notice where the Term is more than 12 months.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 10.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
 - 10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is

taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

10.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

10.3.2 there is a change of control of the Customer.

10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

10.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

10.4.2 the Customer becomes subject to any of the events listed in clause 10.2.3 or clause 10.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them; and

10.4.3 the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 10.2.2.

11 Consequences of termination

11.1 On termination or expiry of the Contract:

11.1.1 the Customer shall immediately pay to the Supplier all 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;

11.1.2 the Customer shall return all 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 the Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any

breach of the Contract which existed at or before the date of termination or expiry.

- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12 Force majeure

- 12.1 For the purposes of this clause “**Force Majeure Event**” means any circumstance not within a party’s reasonable control including, without limitation

12.1.1 acts of God, flood, drought, earthquake or other natural disaster;

12.1.2 epidemic or pandemic;

12.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

12.1.4 nuclear, chemical or biological contamination or sonic boom;

12.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent

12.1.6 collapse of buildings, fire, explosion or accident; or

12.1.7 any labour or trade dispute, strikes, industrial action or lockouts.

- 12.2 Provided it has complied with clause 12.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of these Conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- 12.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

- 12.4 The Affected Party shall:

12.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

12.4.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 12.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party, such notice not to be served before the expiry of the week period under which the Force Majeure Event continues.

13 Dispute resolution

- 13.1 If any dispute arises in connection with this Contract, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties within 10 Business Days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR Notice**") to the other party, referring the dispute to mediation.
- 13.2 If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 10 Business Days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR shall be requested to decide that point for the parties having consulted with them.
- 13.3 Unless otherwise agreed, the mediation will start not later than 28 Business Days after the date of the ADR notice.

14 General

14.1 Assignment and other dealings.

- 14.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 14.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

14.2 Confidentiality.

- 14.2.1 The parties acknowledge that they have, by separate written agreement, entered into a reciprocal confidentiality and non-disclosure agreement ("**NDA**"). If there is an inconsistency between any of the provisions of this clause 14.2 and the provisions of that NDA, the provisions of the NDA shall prevail to the extent such inconsistency relates to the subject matter of it.
- 14.2.2 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.3.
- 14.2.3 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.2.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.3 Entire agreement.

14.3.1 Subject to clause 14.2.1, the Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.3.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

14.4 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 14.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.7 Notices.

- 14.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified by one party to the other party from time to time.
- 14.7.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at 9.00 am on the next Business Day (in the place of receipt) provided the email can be evidenced as having been successfully transmitted and to the correct email recipient.
- 14.7.3 This clause 14.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.8 Non-solicitation

- 14.8.1 In order to protect the Supplier's legitimate business interests, the Customer agrees that it shall not (and shall procure that no person under its Control shall) (except with the prior written consent of the Supplier) solicit or entice away or attempt to solicit or entice away, from the employment or service of the Supplier any officer, agent, employee, consultant sub-contractor other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the Supplier.
- 14.8.2 The Customer shall be bound by the covenant set out in clause 14.8.1 during the Term, and for a period of 6 months after termination or expiry of this Contract.
- 14.8.3 Any breach by the Customer of this clause 14.8 shall result in the Customer being liable to pay the Supplier, on demand, a sum equal to one year's basic salary or the annual fee that was payable by the Supplier to the relevant person under clause 14.8.1 plus the recruitment costs incurred by the Supplier in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of the Supplier.

14.9 Anti-bribery

- 14.9.1 The Supplier shall:
- 14.9.2 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements);

- 14.9.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 14.9.4 have and shall maintain in place throughout the term of this agreement its own policies and adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- 14.9.5 notify the Customer (in writing) if it becomes aware of any breach of this clause 14.10 or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract;
- 14.9.6 If requested by the Customer, certify (not more than once per year) to the Customer in writing and signed by an officer of the Supplier, compliance with this clause 14.10 and all persons associated with it and shall provide such supporting evidence of compliance as the Customer may reasonably request.

14.10 Third party rights.

- 14.10.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.10.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.11 Conflicts. If there is an inconsistency between any of the provisions of this Contract and the provisions of any other document or agreement referred to in it or which otherwise relates to the Services supplied under this Contract, the provisions of this Contract shall prevail.

14.12 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.