

QWARIE LTD FRAMEWORK CONTRACT FOR THE SUPPLY OF A PUBLIC TRAINING SERVICE

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1. INTERPRETATION

1.1 Definitions. In this Contract, the following definitions apply:

Acceptance: as per Contract law, this is acceptance within a Purchase Order or other notice from the Customer to the Supplier that accepts the Supplier's Firm Offer and agrees to the price, location and type of Training.

Commencement Date: has the meaning set out in clause 2.5(b)

Conditions: conditions of this Framework Contract that may vary from time to time in accordance with clause 20.

Confidential Information: all personal, business or technical information, whether it is received, accessed or viewed in writing, visually, electronically or spoken and heard.

Contract: The Service Contract that is contingent upon this Framework Contract

Course: a training that is delivered by the Supplier at a location provided by the Supplier and attended by the Customer or Delegates of the Customer.

Course Materials: material provided by the Supplier to the individual participants attending a Course, for the purpose of aiding the performance of the Service.

Course Modules: See Modules

Customised Service: a training course that is specified by the Customer, using the Modules provided by the Supplier in the Supplier's website.

Customer: an individual or legal entity to whom Services are provided by the Supplier.

CRM: Customer Relationship Management system. An on-line environment, provided by the Supplier, that is dedicated to the Customer and protected by password.

Delegate: individual participant on a Training Course, be they an employee or Third Party attending the course as directed by a legal entity, a sole trader or a private individual.

Disclosing Party: A Party, and its employees and Third Parties, within this Contract that discloses Confidential Information to the other Party to this Contract, including to its employees and Third Parties.

Due Date: date on which a payment shall be received by the Supplier.

Fee: the charge payable by the Customer for the supply of the Services in accordance with clause 5.

Firm Offer: as per Contract law, this is the Offer. It is a notice composed by the Supplier and remitted to the Customer and sets out the type of Training service that shall be supplied, the location where the service shall be supplied, the price of the service, the start date and term of the Service and details of any other matter particular to that specific contract.

Framework Contract: this document, identified by version number, with its terms and conditions that allows the parties to understand the contractual relationship and reach agreement. The contract becomes binding on acceptance, by the Customer, of the Supplier's Firm Offer and thereafter, the Framework Contract is integrated with a Service Contract to form the Contract.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Modules: A part of a Training Course with a specific objective and term. Modules are combined to create Customised Courses.

Offer: a notice sent by the Supplier to the Customer with details of the service offered and the price of the service. The Offer allows the Parties to negotiate. Unless stated otherwise, an Offer is valid for calendar 30 days.

Order (The): a notice of acceptance composed by the Customer and received by the Supplier.

See Acceptance (above)

On Hold: a period of time for a proposed training that is held for the Customer by the Supplier, so that no other Customer may book that period. Unless stated otherwise, a period may be placed 'On Hold' for 7 calendar days.

Party: The Supplier, the Customer and associated employees and Third Parties. See Disclosing Party & Receiving Party.

Public Course: A training delivered by the Supplier to multiple customers, simultaneously and at a location provided by the Supplier or an alternative location from that of the Customer.

Purchase Order: See Order (the)

Receiving Party: A Party, and its employees and Third Parties, within this Contract that receives a Notice and specifically, Confidential Information, from the other Party to this Contract, including from its employees and Third Parties.

Service: training provided by the Supplier to the Customer as set out in the terms and conditions detailed in the Service Contract.

Service Contract: the specific contract, between the Supplier and the Customer for the supply of Services in accordance with the Order placed by the Customer.

Supplier (The): the supplier of the service; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with registration in England & Wales number 10113351

Third Party: any outside party, contractor or consultant which the Supplier may engage to deliver or assist in the delivery of the Service to the Customer.

Training: the service of training performed by the Supplier for the benefit of the Customer that is the transfer of knowledge and information.

Validity: term for which an Offer is valid, so that the Customer might place an Order based on the Offer.

1.2 In this Framework Contract the following rules apply and they shall be transferred to any Service Contract.

- (a) reference to a party shall include its personal representatives, successors or permitted assignees;
- (b) 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;
- (c) any phrase in the Framework Contract that is; 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
- (d) a reference to 'writing' or 'written' includes letters, SMS, e-mails and facsimile.
- (e) **Defined Words.** Within this Contract, a word in the body of a clause, where the first Character is capitalised and where the word may or may not begin a sentence, is a defined word. Refer to Clause 1.1 Definitions.
- (f) Words imparting the singular number shall include the plural and vice versa.
- (g) The headings used in this Contract are for convenience only and shall have no effect upon the interpretation of the Contract

1.3. In a subsequent Service Contract, the following rules shall apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Terms and Conditions detailed in the Supplier's Firm Offer shall be applied to the Service Contract.
- (c) Where no Service Contract exists, this Framework Contract, the Supplier's Firm Offer and the Customer's acceptance of a Purchase Order or e-mail Notice shall be combined to form the complete Contract.

1.4. Eligibility of the Customer

By placing an order for Services from the Supplier, the Customer warrants that they are legally entitled to enter into this binding contract, be that as an individual, or on behalf of a legal entity.

1.5 Prevalence of the Supplier's Contract

The Customer acknowledges that, where the Customer's purchase order is issued for the Service, the Supplier's Terms and Conditions, in the Contract, shall prevail over any terms and conditions contained within the Customer's purchase order or terms and conditions, with the exception of matters detailed in the Supplier's Firm Offer.

1.6. Where a Customer has a specific agreement or contract in place for other services provided by the Supplier, the Customer acknowledges that for any instances of Training, and/or where there is a conflict of terms and conditions, the terms and conditions of this Contract shall apply for any Training Service unless a variation is applied as per clause 20 of this Contract.

1.7 Any sample information, images, descriptive matter or promotional material issued by the Supplier, including any descriptions or images contained in the Supplier's website, 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.

1.8 These terms & conditions shall apply to the Contract to the exclusion of any other terms & conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, other than those explicitly detailed in the Customer's Order.

2. THE PURCHASE PROCESS & FORMATION OF THE CONTRACT

2.1 The Purpose of the Framework Contract

- (a) The Framework Contract is provided by the Supplier and should be read, understood and accepted by the Customer, prior to placing a Purchase Order or other notice of acceptance.
- (b) The Framework Contract sets out the purchase process between the Parties and the route to a binding Contract.

2.2 Supplier Advertising and the Customer request for Service

- (a) Where the Supplier makes an Offer by word of mouth or through advertising material, the Offer is not legally binding upon the Supplier.
- (b) Where the Customer sends to the Supplier, a request for Service from the Supplier; this is an Invitation to Treat and is not binding upon the Customer.

2.3 The Offer made by the Supplier

- (a) The Supplier may respond to the invitation with an Offer.
- (b) An Offer is a notice sent by the Supplier to the Customer with details of the Service(s) offered and the price of the Service(s).

- (c) Offer Price. The Supplier shall set a price for the Training that shall include the Fee for the trainer, Course Materials, Location, Wi-Fi Internet, Lunch, Tea, Coffee & biscuits for mid morning and afternoon breaks. A computer for use by a delegate is not included.
- (d) Unless stated otherwise, an Offer is valid for calendar 30 days.
- (e) An Offer is not binding unless it is explicitly labelled as a Firm Offer.
- (f) A Firm Offer is valid for 7 calendar days unless otherwise agreed by the Parties.
- (g) At the request of the Customer, the Supplier might agree to extend the validity term of the Firm Offer. In this instance, the Firm Offer is placed, "On Hold"
- (h) Any "On Hold" term shall be determined by the Supplier and shall vary depending on the proximity of the start date of the Service. The Closer the start date, the shorter the 'On Hold' term.
- (i) Where the Firm Offer validity or any pursuant 'On Hold' term expires, and where the Customer has placed no Purchase Order or other Notice of acceptance, the Supplier shall have the right to Offer the place on the course to any other Customer.
- (j) The Supplier is not obliged to notify the Customer of pending or actual expiration of validity or of an 'On Hold' term.
- (k) The Offer shall not include Value Added Tax unless explicitly stated within the Offer.

2.4 The Order made by the Customer

- (a) The Order is acceptance of the Firm Offer.
- (b) The Order shall be a Purchase Order or other Notice of acceptance raised by the Customer and remitted to the Supplier.
- (c) An Order is legitimate only when received by the Supplier.
- (d) Where the Customer elects to settle the Supplier's invoice by a method other than electronic transfer, the Customer shall advise the Supplier at, or before, the point of the Order.
- (e) The fundamental terms and conditions of the Customer's Order may not vary from the Supplier's Firm Offer.
- (f) Where a Customer's Order does vary from the Supplier's Firm Offer, it shall be deemed a Counter Offer.
- (g) The Supplier has the right to reject an Order that the Supplier has deemed to have varied from the Firm Offer.

2.5 Agreement between the Parties

- (a) Upon Receipt of the Purchase Order, the Supplier shall raise and remit to the Customer, a Service Contract that shall set out the terms and conditions negotiated by the Parties that govern the specific Service.
- (b) The date that the Service Contract shall come into existence is the Commencement Date.
- (c) The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by, or on behalf of, the Supplier which is not set out in the Contract.
- (b) The Customer accepts that by purchasing any of the Supplier's Services, the Customer agrees to be bound by the terms and conditions herein and within the Supplier's Service Contract.

3. RIGHTS & OBLIGATIONS OF THE SUPPLIER

3.1

- (a) the Supplier shall supply the Services to the Customer in accordance with the Contract in all material respects.
- (b) the Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, are a safety requirement, or which do not materially affect the nature or quality of the Service, and the Supplier shall notify the Customer in any such event.
- (c) the Supplier shall have the right to make any changes to the Service where a technology

supplier modifies, or in any way alters their service, so that it might impact upon the Training.
(d) the Supplier warrants to the Customer that the Services shall be provided using reasonable care and skill.

(e) the Supplier reserves the right to eject any Delegate from the Training Course who, in the opinion of the Supplier, perpetrates any unreasonable behaviour.

(f) The Supplier may assign or sub-contract its obligations or rights under the Contract to a competent Third Party, in whole or in part.

(g) The Supplier shall be responsible for ensuring that the Training complies with all statutes, regulations, bye-laws, standards, codes of conduct and any other rules relevant to the provision of the Service.

3.2 Provisioning

(a) The Supplier is obliged to provide lunch, tea, coffee and biscuits for all Customers. For special requirements, see items 4.6 and 4.7

4. RIGHTS & OBLIGATIONS OF THE CUSTOMER

4.1 The Customer has the right to receive the service as set out in the Service Contract.

4.2 The Customer shall:

(a) ensure that the terms of the Order are complete and accurate;

(b) provide upon request, to the Supplier details of the Delegate(s) attending the Training Course;

(c) co-operate with the Supplier in all matters relating to the Service;

(d) provide to the Supplier such information and materials that the Supplier may reasonably require in order to supply the Service, and ensure that such information is accurate in all material respects;

(e) not directly or indirectly approach any personnel of the Supplier for the purpose of obtaining any Service similar to, or competitive with, the Service; and

(f) inform the Supplier immediately upon receipt of any communication by the Supplier's personnel or representative Third Party, with a view to providing any Service similar to, or competitive, with the Service directly supplied to them. In the event that any communication as such is received, the Customer agrees not to engage such personnel, or representative Third Party, to provide a Service directly.

(g) ensure that the delegate shall attend the Course with a reliable computer, that has installed on it, the latest version of the Mozilla Firefox web browser.

4.3 Where 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; this is a 'customer default' and may permit the Supplier to Terminate the Contract.

(a) the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Service 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 4.3

4.4 The Customer shall not assign the Contract in whole or in part, except where the Supplier provides explicit and written consent.

4.5 The Customer, by providing to the Supplier, with personal data relating to their employees or agents, confirms that they are entitled to disclose that data to the Supplier under the terms

of the Data Protection Act 1998 and related legislation and that the Supplier is entitled to process such data for the purposes of providing the purchased Service.

4.6 The customer has the right to request a lunch meal that is vegetarian or vegan and to request any Special Dietary requirements. These may not be standard and may incur an fee.

4.7 The customer has the right to request any special equipment or accessre. This may not be standard and may incur an fee.

4.8 The Customer is required to request or to notify the Supplier of special requirements at the time of booking.

5. CONSIDERATION - FEES AND PAYMENT

5.1 Upon receipt of an Order for the Service, the Supplier shall raise and remit to the Customer an invoice for the provision of the Service.

(a) The Customer shall make full payment so that the funds are cleared into the Supplier's bank account on the Due Date specified in the invoice.

(b) The Parties may negotiate payment by instalment.

(c) Where the Commencement date is more than 60 days before the start date of the Service, the Supplier shall demand payment of a non-refundable deposit.

(d) The non-refundable deposit shall be no less than 10% of the value of the invoice, not including VAT.

(e) Payment of the non-refundable deposit shall be received by the Supplier no less than 7 calendar days after remittance of the Supplier's invoice.

(f) Where any payment, pursuant to this Contract, is required to be made on a day that is not a Business Day, the invoice payment date shall be the previous Business Day.

5.2 Payments by Electronic Transfer

(a) The Customer shall instruct its banking service supplier to make payment to the Supplier by means of electronic transfer.

(b) Each Party shall pay any costs raised by their banking service supplier

(c) Cleared funds shall arrive into the Supplier's bank account, nominated in the Invoice raised by the Supplier, on or before the Due Date on the invoice.

(d) Where the electronic transfer is not 'same day', the Customer shall instruct its bank to make payment with a sufficient quantity of days ahead of the Due Date, so that funds are cleared into the Supplier's account on, or before, the Due Date.

(e) The payment term is of the essence to the Contract.

(f) The payment term of a Commencement Date invoice, is 7 calendar days unless specified otherwise on the invoice itself.

5.3 Payments by Cheque

(a) Where the Customer elects to settle the Supplier's invoice by cheque, the Customer is obliged to advise the Supplier in the Purchase Order or other notice of acceptance.

(b) Where the Supplier is paid by cheque, the Supplier shall apply an administration fee to the invoice of £25

(c) Where Customer's cheque is issued on a bank incorporated outside the United Kingdom, the Supplier shall apply an administration fee to the invoice of £50

(d) Cheques drawn on a UK bank account shall be delivered to the Supplier, 7 calendar days before the invoice due date.

(e) Cheques drawn on a bank account outside the UK, shall be delivered to the Supplier, 45 calendar days before the invoice Due Date.

5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in

respect of value added tax (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 Service, at the prevailing rate and at the same time as payment is due for the supply of the Service.

5.5 Without limiting any other right or remedy of the Supplier, where the Customer fails to make any payment due to the Supplier under the Contract, by the payment Due Date, the Supplier shall have the right to Terminate the Contract with immediate effect, at any time after the Due Date.

5.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier may, 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.

6. CANCELLATION

6.1 By the Customer

(a) Where a Customer cancels a Training, the first priority of the Supplier shall be to re-schedule the canceling Customer onto another Training, at a later date.

(b) Where a Training is re-scheduled, the price charged for the re-scheduled Training may be the same as the cancelled training, unless all Trainings, Offered by the Supplier, have been subject to a price change since the Commencement Date of the Contract.

(c) A non-refundable deposit paid the Customer, may, at the Supplier's discretion, be transferred to a later training. The Supplier is not obliged to transfer the non-refundable deposit, but will do so where the original course reaches capacity.

(d) The full course fee, paid by the Customer, may, at the Supplier's discretion, be transferred to a later training. The Supplier is not obliged to transfer the Course Fee, but will do so where the original course has reached capacity.

6.2 By the Supplier

(a) The Supplier reserves the right to cancel a course where no payment has been taken.

(b) In exceptional circumstances, where a payment has been taken, the Supplier reserves the right to cancel a course, and in that event;

(i) the Supplier shall liaise with the customer to reschedule the course, and

(ii) where rescheduling is not possible, the payment shall be refunded in full.

7. INTELLECTUAL PROPERTY RIGHTS

(a) All Intellectual Property Rights in, or arising out of, or in connection with the Service shall be owned by the Supplier.

(b) The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such material is conditional upon the Supplier obtaining a written licence from the relevant licensor on such terms as shall entitle the Supplier to licence such rights to the Customer.

(c) All Course Materials are the exclusive property of the Supplier.

(d) The Intellectual Property clause 7 shall survive both the fulfillment and termination of the Contract.

8. CONFIDENTIALITY

- (a) Confidentiality is a two way street. Both Parties to the Contract shall respect, acknowledge and agree that any and all information concerning the other's business and the terms and conditions of this Contract, is Confidential Information.
- (b) Both Parties agree that they shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employee or Third Party where the same requires such information for the performance of the Service, unless such duplication, use or disclosure is specifically authorised by the other Party, or is required by the application of the prevailing law.
- (c) Specific authorisation for duplication of Confidential Information may be required in writing, by either Party, prior to the duplication process.
- (d) Confidential Information does not include information which at the time of disclosure is, or comes into, the public domain (other than by the unauthorised act of the Disclosing Party).
- (e) The Parties shall take all reasonable steps to ensure that their employees, or Third Parties maintain, with no limitation, the confidence of all Confidential Information.
- (f) Specifically, a Receiving Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the Disclosing Party, its employees, or Third Parties, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.
- (g) Specifically, a Receiving Party shall restrict disclosure of such Confidential Information to its employees, or Third Parties as 'need to know' for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, and Third Parties are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- (h) The Customer undertakes to keep all Publications and materials created by the Supplier confidential and shall not copy, publish or distribute any such information, materials or documents to any third party without the prior written consent of the Supplier, except where such information is in the public domain or the Customer is required to disclose such information by law.
- (i) The confidentiality clause 8 shall survive the fulfillment and the termination of the Contract.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Contract shall limit or exclude the liability of the Supplier for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees and Third Parties.
- (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).

9.2 Subject to clause 9.1:

- (a) the Supplier shall, under no circumstances whatever, 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, in connection with or as a consequence of the Service supplied and the conditions of this Contract;
and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including the liability of the Supplier's Third Parties and employees in respect of any services provided to the Customer by the Supplier, in connection with this Contract, shall in no circumstances exceed the price of the Services.
- (c) the Supplier shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of

the Customer, even where the Supplier had been advised of the possibility of the Customer incurring the same.

(d) The Supplier shall provide advice in good faith, but the Supplier shall not be liable for any outcomes arising from the use of that advice, by the Customer.

(e) The Customer shall, to the fullest extent permitted in law, indemnify and hold harmless the Supplier and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on or to the premises of the Customer or premises, excepting those where the Customer is directly responsible.

9.3 Except, as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.4 The Limitation of Liability clause shall survive termination of the Contract.

10. INSURANCE

The Supplier shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance. This insurance shall cover the activities of any Third Party delivering the Service on behalf of the Supplier.

11. TERMINATION

(a) Where one Party commits a material breach of the Contract, the other Party, without limiting its other rights or remedies, may terminate the Service Contract with immediate effect, by written notice to the Party in breach.

(b) Where such a breach is remediable, the Party in breach has 28 days to remedy that breach and during this term, the termination is set aside.

(c) Where the remedy fails, the termination of the Service Contract is enforceable from the date of the original notice of termination.

(d) Without limiting its other rights or remedies, each party shall have the right to terminate the Service Contract by giving the other Party' written notice no less than 29 days before the Training is due to commence.

(e) Without limiting its other rights or remedies, the Supplier shall have the right to suspend or terminate performance of the Service Contract, where the Customer fails to meet the obligations set out in clause 4 of this Framework Contract.

(f) Failure on the part of the Customer to make any payment within the specified term, is grounds for termination of the contract, without notice, from the Supplier.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

(a) the Customer shall not be permitted to attend the course

(b) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. FORCE MAJEUR

The Supplier shall be entitled to delay or cancel delivery of any services or to reduce the amount of service delivered where it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier or any other party), accident, war, government action, compliance with any law or governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami, wrongful arrest, failure of a utility service or transport network, breakdown of plant or machinery or default of its Third Parties.

(a) the Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a force majeure event.

(b) Where a force majeure event prevents the Supplier from providing the Service, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by any voice communication, messaging service or any other written notice to the Customer.

14. ASSIGNMENT AND SUBCONTRACTING

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Third Party. See clause 19

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

15. NOTICES

(a) Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be delivered to the other party through the Supplier's CRM, by e-mail, or other electronic means agreed by the Parties, facsimile, courier or other recognised postal service to the receiving Party's principal place of business, or sent by fax to the receiving Party's main fax number.

Where a document is uploaded to the Supplier's CRM, the other party shall notify the recipient of the upload by e-mail or another method that receives acknowledgement by the recipient to the sender.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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, on the next Business Day after transmission, or if mailed by prepaid airmail, on the tenth business day after posting.

(c) where transmitted by e-mail the communication shall be deemed to have been duly received where there is no delivery error message or bounce back from the recipient's mail server. The sender shall not be required to rely on a delivery receipt or any other successful transmission report.

(d) This clause 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

(e) A Notice maybe signed by an authorised person and where an e-mail or other document, including this Framework Contract and a Service Contract are not signed, they possess legal

authority by their very existence and effective communication to the other party.

16. WAIVER

a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of clause 15 that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. SEVERANCE

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

(b) Where any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. NO PARTNERSHIP

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

(b) A Third Party may be explicitly contracted with the Supplier to represent the Supplier and to invite the Customer to treat.

19. THIRD PARTIES

(a) A person who is not a Party to the Contract shall not have any rights under or in connection with it.

(b) The Supplier shall be entitled to perform any of the obligations undertaken by it through any other member of its group of Companies or through any suitably qualified, experienced and skilled sub-contractor.

(c) Any act or omission of such Third Party shall, for the purposes of this Contract, be deemed to be an act or omission of the Supplier.

(d) No part of this Contract is intended to confer rights on any Third Party and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

(e) Subject to this Clause 19 this Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

20. VARIATION & VERSIONING

- (a) The Supplier may at any time, make any variation to this contract, including the introduction of any additional terms and conditions.
- (b) The variation shall incur a version number that shall reflect the magnitude of the variation.
- (c) Where a variation to the material or meaning of the contract, shall version shall incur a prime number change.
- (d) Where a variation correction is a minor correction of syntax, spelling or grammar, with no material effect, the version shall incur decimal number.
- (e) A Service Contract shall pertain to the prevailing version of this contract at the Commencement Date.

21. ENTIRE AGREEMENT

- (a) This Contract is the basis for the Contract between the Parties. The Service Contract, or Customer's Order and the Supplier's Firm Offer and this Framework Contract combined shall be the entire agreement between the Parties with respect to its subject matter. The Entire Agreement may be published in a single document, the Service Contract and that may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- (b) The Parties acknowledge that this Contract does not allow either Party to rely on any representation, warranty or other provision except as expressly provided in the Framework Contract, the Firm Offer, the Order or the Service Contract.
- (c) Where conditions vary from the Firm Offer, and the Order, and this Framework Contract, in that sequence, the Service Contract shall supersede other components of the Contract.
- (d) All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Framework Contract and any pursuant Service Contract, and any dispute or claim arising out of or in connection with the Contracts or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of recognised mediation services and courts of England and Wales.

- (a) The jurisdiction of this contract applies to legal entities and naturalised persons in any jurisdiction.
- (b) The Parties shall attempt to resolve any dispute arising out of or relating to this Framework Contract and any pursuant Service Contract, through negotiations between their appointed representatives who have the authority to settle such disputes.