

## 3de STANDARD TERMS & CONDITIONS (V2.3)

### 1.0 Interpretation

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

#### 1.1 Definitions

|                                       |   |
|---------------------------------------|---|
| <b>3de</b>                            | means 3de Consulting Limited, of 7 Joslin Road, Bridgend, CF35 6BD.   |
| <b>Charges</b>                        | means the charges payable by you for the supply of the Services.  |
| <b>Commencement Date</b>              | has the meaning given in clause 4.2.  |
| <b>Conditions</b>                     | means these terms and conditions as amended from time to time in accordance with clause 18.5.   |
| <b>Contract</b>                       | means the contract between 3de and the Customer for the supply of Services in accordance with these Conditions.   |
| <b>Customer / you</b>                 | means the business or consumer who purchases Services from 3de.   |
| <b>Customer Default</b>               | has the meaning set out in clause 7.2.  |
| <b>Data Protection Legislation</b>    | means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).   |
| <b>Deliverables</b>                   | means the deliverables set out in the Order produced by 3de.  |
| <b>Engagement Letter</b>              | means the engagement letter provided by 3de to the Customer prior to the Services.  |
| <b>Intellectual Property Rights</b>   | means 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, goodwill and the right to sue for passing off in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| <b>Order</b>                          | means the Customer's order for Services as set out in 3de's Engagement Letter.  |
| <b>Services</b>                       | means the services, including the Deliverables, supplied by 3de to the Customer as set out in the Specification.  |
| <b>Specification</b>                  | means the description or specification of the Services provided in writing by 3de to the Customer.  |
| <b>3de Materials</b>                  | has the meaning set out in clause 7.1.8.  |
| <b>UK Data Protection Legislation</b> | means all applicable data protection and privacy legislation in force from time to time in the UK including the 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.  |

#### 1.2 Interpretation

- 1.2.1 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.
- 1.2.2 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- 1.2.3 A reference to **writing** or **written** includes fax and email.

### 2.0 Are you a business customer or consumer?

- 2.1 In some areas you will have different rights under these terms depending on whether you are a business or consumer.

You are a consumer if:

2.1.1 You are an individual; and/or

2.1.2 You are buying the Services from 3de for your personal use (not for use in connection with your trade, business, craft or profession).

- 2.2 Provisions specific to consumers only are in **RED** and those specific to businesses only are in **BLUE**. All other provisions apply regardless if you are a business or consumer.

### 3.0 Information about 3de and how to contact 3de

- 3.1 3de Consulting Limited, are a company registered in England and Wales and its registered office is at 7 Joslin Road, Bridgend, CF35 6BD.
- 3.2 How to contact 3de. You can contact 3de by telephoning the 3de customer service team at **02922 520 347** or by writing to 3de at **jamesd@3deconsulting.co.uk**, or **3de Consulting Ltd, The Bungalow, Waterton Lane, Waterton, Bridgend, CF31 3YW**.
- 3.3 How 3de may contact you. If 3de have to contact you, 3de will do so by telephone or by writing to you at the email address or postal address you provided to 3de in your Order.

### 4.0 Basis of Contract

- 4.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 4.2 The Order shall only be deemed to be accepted when 3de either issues written or verbal acceptance of the Order or commences with the Services, and on which date the Contract shall come into existence (**Commencement Date**).
- 4.3 Any samples, drawings, descriptive matter or advertising issued by 3de, and any descriptions or illustrations contained in any 3de marketing material 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.
- 4.4 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.
- 4.5 Any quotation given by 3de shall not constitute an offer and is only valid for a period of 20 business days from its date of issue.

### 5.0 Supply of Services

- 5.1 3de shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 5.2 3de shall use all reasonable endeavours to meet any performance dates specified in the Engagement Letter or Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 5.3 3de reserves the right to amend the Specification 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 3de shall notify the Customer in any such event.
- 5.4 3de warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.5 If you do not allow 3de access to your property to perform the Services as arranged (and you do not have a good reason for this) 3de may charge you additional costs incurred by 3de as a result. If, despite 3de's reasonable efforts, 3de are unable to contact you or re-arrange access to your property 3de may end the Contract in accordance with these Conditions.

### 6.0 Your rights in respect of defective Services if you are a consumer

- 6.1 If you are a consumer 3de are under a legal duty to supply the Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

#### Summary of your key legal rights for the supply of Services

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

### 7.0 Customer's obligations

- 7.1 The Customer shall:
  - 7.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
  - 7.1.2 co-operate with 3de in all matters relating to the Services;
  - 7.1.3 provide 3de, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by 3de;
  - 7.1.4 provide 3de with such information and materials as 3de may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 7.1.5 prepare the Customer's premises for the supply of the Services;
  - 7.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 7.1.7 comply with all applicable laws, including health and safety laws;

- 7.1.8 keep all materials, equipment, documents and other property of 3de (**3de Materials**) at the Customer's premises in safe custody at its own risk, maintain 3de Materials in good condition until returned to 3de, and not dispose of or use 3de Materials other than in accordance with 3de's written instructions or authorisation; and
- 7.1.9 comply with any additional obligations as set out in 3de's Engagement letter and / or Specification.
- 7.2 If 3de'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**) then:
  - 7.2.1 without limiting or affecting any other right or remedy available to it, 3de 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 3de's performance of any of its obligations;
  - 7.2.2 3de shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from 3de's failure or delay to perform any of its obligations as set out in this clause 7.2; and
  - 7.2.3 the Customer shall reimburse 3de on written demand for any costs or losses sustained or incurred by 3de arising directly or indirectly from the Customer Default.

## 8.0 Charges and payment

- 8.1 The Charges for the Services shall be identified in the Engagement Letter. Unless agreed in writing, expenses and disbursements are not included in the Charges and will be identified separately.
- 8.2 Should the Customer request any variation to the Services, then unless agreed otherwise with 3de in writing, the additional services shall be calculated on a time and materials basis and in accordance with 3de's daily fee rate, as set out in the fee schedule attached to the Engagement Letter .
- 8.3 3de shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom 3de engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by 3de for the performance of the Services, and for the cost of any materials.
- 8.4 3de shall invoice the Customer in accordance with the payment schedule included on the Engagement Letter.
- 8.5 Unless otherwise identified in the Engagement Letter, the Customer shall pay each invoice submitted by 3de:
  - 8.5.1 within 30 (thirty) days of the date of the invoice; and
  - 8.5.2 in full and in cleared funds to a bank account nominated in writing by 3de, and
- 8.6 time for payment shall be of the essence of the Contract.
- 8.7 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 3de to the Customer, the Customer shall, on receipt of a valid VAT invoice from 3de, pay to 3de 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.
- 8.8 If the Customer fails to make a payment due to 3de under the Contract by the due date, then, without limiting 3de's remedies under clause 13.0, 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 8.8 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%.
- 8.9 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).

## 9.0 Intellectual property rights

- 9.1 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 3de.
- 9.2 3de grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.
- 9.4 The Customer grants 3de a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to 3de for the term of the Contract for the purpose of providing the Services to the Customer.

## 10.0 Data protection

- 10.1 **Controller, processor, data subject, personal data** are as defined in the Data Protection Legislation.
- 10.2 If you are a consumer, 3de will only use your personal information in accordance with its privacy notice which can be accessed at <https://3deconsulting.co.uk/privacy-policy>.
- 10.3 If you are a business, then both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10.0 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data

Protection Legislation. In this clause 10.0, **Applicable Laws** means (for so long as and to the extent that they apply to 3de) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

- 10.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and 3de is the processor.
- 10.5 Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to 3de for the duration and purposes of the Contract.

## 11.0 3de's responsibility for loss or damage suffered by you if you are a consumer

- 11.1 **3de are responsible to you for foreseeable loss and damage caused by it.** If 3de fail to comply with these terms, 3de are responsible for loss or damage you suffer that is a foreseeable result of it breaking this Contract or it failing to use reasonable care and skill, but 3de are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both 3de and you knew it might happen, for example, if you discussed it with 3de during the sales process.
- 11.2 **3de do not exclude or limit in any way its liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by 3de's negligence or the negligence of 3de's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.
- 11.3 **When 3de are liable for damage to your property.** If 3de are providing Services in your property, 3de will make good any damage to your property caused by 3de while doing so. However, 3de are not responsible for the cost of repairing any pre-existing faults or damage to your property that 3de discover while providing the Services.
- 11.4 **3de are not liable for business losses.** If you are a consumer, 3de only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose 3de's liability to you will be limited as set out in clause 16.0.

## 12.0 3de's responsibility for loss or damage suffered by you if you are a business:

- 12.1 The restrictions on liability in this clause 12.0 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 12.2.1 death or personal injury caused by negligence;
  - 12.2.2 fraud or fraudulent misrepresentation; and
  - 12.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.3 Subject to clause 12.2, 3de's total liability to the Customer shall not exceed **five times** the amount of the Charges.
- 12.4 The following types of loss are wholly excluded:
- 12.4.1.1 loss of profits
  - 12.4.1.2 loss of sales or business.
  - 12.4.1.3 loss of agreements or contracts.
  - 12.4.1.4 loss of anticipated savings.
  - 12.4.1.5 loss of use or corruption of software, data or information.
  - 12.4.1.6 loss of or damage to goodwill; and
  - 12.4.1.7 indirect or consequential loss.
- 12.5 3de has given commitments as to compliance of the Services with relevant specifications in clause 5.0. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.6 This clause 12.0 shall survive termination of the Contract.

## 13.0 Termination if you are a consumer

- 13.1 **You can always end your contract with 3de.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how 3de are performing, when you decide to end the contract and whether you are a consumer or business customer:
- 13.2 **Ending the contract because of something 3de have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and 3de will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- 13.2.1 3de have told you about an upcoming change to the Services or these terms which you do not agree to;
  - 13.2.2 3de have told you about an error in the Charges or description of the Services you have ordered and you do not wish to proceed;
  - 13.2.3 there is a risk that supply of the Services may be significantly delayed because of events outside 3de's control;

13.2.4 3de have suspended the supply of the Services for technical reasons, or notify you 3de are going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or

13.2.5 you have a legal right to end the contract because of something 3de have done wrong.

13.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** You have 14 days after the day 3de email / inform you to confirm 3de accept your Order. However, once 3de have completed the Services you cannot change your mind, even if the period is still running. If you cancel after 3de have started the Services, you must pay 3de for the Services provided up until the time you tell 3de that you have changed your mind.

13.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of where you have instructed 3de to commence with and complete the Services, even if the cancellation period is still running.

13.5 **Ending the contract where 3de are not at fault and there is no right to change your mind.** Even if 3de are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract before it is completed, but you may have to pay 3de compensation. A contract for Services is completed when 3de have finished providing the Services and you have paid for them. If you want to end the contract pursuant to this clause 13.5, the contract will end immediately and 3de will refund any sums paid by you for products not provided but 3de may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs 3de will incur as a result of your ending the contract.

#### 14.0 How to end the contract with us if you are a consumer

14.1 **Tell us you want to end the contract.** To end the contract with us, please let 3de know by doing one of the following:

14.1.1 **Phone or email.** Call customer services on **07872 040 347** or email 3de at **jamesd@3deconsulting.co.uk**. Please provide your name, home address, details of the Order and, where available, your phone number and email address.

14.1.2 **By post.** Simply write to 3de at **3de Consulting Ltd, The Bungalow, Waterton Lane, Waterton, Bridgend, CF31 3YW**, including details of what you bought, when you ordered or received it and your name and address.

14.2 **When 3de may make deduction from refunds if you are a consumer exercising your right to change your mind.** 3de may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told 3de you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

14.3 **When 3de will make a refund.** 3de will make any refunds due to you as soon as possible but will be no later than 14 days of your telling 3de that you have changed your mind.

#### 15.0 Our rights to end the contract if you are a consumer

15.1 **3de may end the contract if you break it.** 3de may end the contract for a product at any time by writing to you if:

15.1.1 you do not make any payment to 3de when it is due and you still do not make payment within 3 days of 3de reminding you that payment is due;

15.1.2 you do not, within a reasonable time of 3de asking for it, provide 3de with information that is necessary for 3de to provide the Services;

15.1.3 you do not, within a reasonable time, allow 3de to provide the Services to you;

15.1.4 you do not, within a reasonable time, allow 3de access to your premises to supply the services.

15.2 **You must compensate 3de if you break the contract.** If 3de end the contract in the situations set out in clause 15.1 3de will refund any money you have paid in advance for the Services 3de have not provided but 3de may deduct or charge you reasonable compensation for the net costs it will incur as a result of your breaking the contract.

#### 16.0 Termination if you are a business

16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 2 weeks written notice.

16.2 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:

16.2.1 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 7 days of that party being notified in writing to do so;

16.2.2 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), 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;

16.2.3 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

16.2.4 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.



16.3 Without affecting any other right or remedy available to it, 3de may terminate the Contract with immediate effect by giving written notice to the Customer if:

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

16.3.2 there is a change of control of the Customer.

16.4 Without affecting any other right or remedy available to it, 3de may suspend the supply of Services under the Contract or any other contract between the Customer and 3de if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.2.2 to clause 16.2.4, or 3de reasonably believes that the Customer is about to become subject to any of them.

## 17.0 Consequences of termination

17.1 On termination of the Contract:

17.1.1 the Customer shall immediately pay to 3de all of 3de's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, 3de shall submit an invoice, which shall be payable by the Customer immediately on receipt;

17.1.2 the Customer shall return all of 3de Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then 3de 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.

17.2 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.

17.3 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.

## 18.0 General

18.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

18.2 **Assignment and other dealings.**

18.2.1 3de 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.

18.2.2 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 3de.

18.3 **Confidentiality.**

18.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.3.2.

18.3.2 Each party may disclose the other party's confidential information:

18.3.2.1 to its employees, officers, representatives, 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, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18.3; and

18.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

18.4 **Entire agreement.**

18.4.1 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.

18.4.2 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.

18.5 **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).

18.6 **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.
- 18.7 **Severance.** If any provision or part-provision of the Contract 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 18.7 shall not affect the validity and enforceability of the rest of the Contract.
- 18.8 **Notices.**
- 18.8.1 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 in the Engagement Letter.
- 18.8.2 Any notice shall be deemed to have been received:
- 18.8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 18.8.2.2 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 at the time recorded by the delivery service; and
- 18.8.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 18.8.3 This clause 18.8 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.
- 18.9 **Third party rights.** 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.
- 18.10 **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.
- 18.11 **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.