

CROSSFLIGHT LIMITED
TRADING AS CROSSFLIGHT MAIL

TERMS AND CONDITIONS OF SUPPLY OF BULK MAIL AND
FULFILMENT SERVICES

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

1. **Interpretation**

1.1 In these Conditions:

“Actual Value” means for the purposes of Condition 9.3 the lowest of the cost of repairing or replacing the Mail or the cost of reconstructing or reconstituting the Database or the resale or fair market value of the Mail and/or Database and, in any event, the actual value of the Mail and/or Database cannot be more than the original costs to the Customer plus 10%;

“Company” means Crossflight Limited (Registered Number 2111027) trading as Crossflight Mail or such other trading name as it may use from time to time;

“Conditions” means the standard terms and conditions of supply of the Services as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer;

“Contract” means the contract for the supply by the Company to the Customer of the Services incorporating these Conditions;

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing” and “appropriate technical and organisational measures” are as defined in the Data Protection Legislation.

“Customer” means any individual, firm, body corporate, unincorporated association or other body, placing an Order;

“Customer Address” means the address of the Customer from which the Mail is to be collected by the Company as detailed on the Order or otherwise notified in writing by the Customer to the Company;

“Database” means the database of the Customer to be provided to the Company in an appropriate format to enable the Company to access the information on that database using its computer systems;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

“Delivery Address” means the address to which the Mail is to be delivered and which address is clearly marked in the Order or on the relevant package;

“Domestic Law” means the law of the United Kingdom or a part of the United Kingdom.

“Intellectual Property Rights “ means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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 right 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;

“Mail” means any document or items (including containers and packaging) consigned by a customer from the Customer Address to the Delivery Address;

“Order” means an order for the supply of Services placed by the Customer by completing an application form and/or mail docket supplied by the Company or completed by the Company on behalf of the Customer following a request by the Customer;

“Price” means the price of the Services payable by the Customer in accordance with Condition 4; and

“Services” means the services if any described in the Order being services offered by the Company in accordance with Condition 3.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 Headings in these Conditions are for convenience only and shall not affect their interpretation.

2. **Basis of Supply**

2.1 The Company is not a common carrier and accepts the Order and any subsequent Order on and subject exclusively to these Conditions. No employee or agent of the Company has any authority to alter, vary or waive any provision of the Contract in any respect.

2.2 The Customer irrevocably warrants to the Company that, and the Company accepts Mail and/or Database for conveyance, processing or onward transmission on the basis that, the following conditions are fulfilled:-

2.2.1 that the Customer is either the owner of or acting as the fully authorised agent for the owner of the Mail and/or the Database;

2.2.2 that the Mail does not comprise or include weapons, ammunition or explosives or any other items which the Company, in its absolute discretion, following receipt of the Order decides cannot be transported safely;

2.2.3 that the Mail does not comprise or include any letters, documents or items which the United Kingdom Post Office or, in the case of Mail to be delivered overseas, any equivalent body in any other country has an exclusive right to convey;

2.2.4 that the Mail and/or the Database does not comprise or include drugs, documents or other things which are illegal to possess in the United Kingdom or, in the case of Mail to be delivered overseas, in the country to which they are consigned;

2.2.5 that the Mail does not comprise or include documents or other things which are illegal to take out of the United Kingdom or to take into the country to which they are consigned or through or over which they may be transported;

2.2.6 that unless the Company has been given express prior written detailed notice and has agreed in writing to carry such Mail, none of the Mail is of a toxic, corrosive, combustible or flammable nature; and

- 2.2.7 that unless packed by the Company the Mail is packed to the Customer's complete satisfaction and in strict compliance with all relevant packing regulations.
- 2.3 The Customer hereby undertakes to the Company that it will comply with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws and governmental regulations of any country to, from, through or over which the Mail may be sent and the Customer agrees to furnish such information and complete and attach to the Order such documents as are necessary to comply with such laws, rules and regulations.
- 2.4 The Customer shall:
- 2.4.1 ensure that the terms of the Order and any information it provides to the Company are complete and accurate;
- 2.4.2 co-operate with the Company in all matters relating to the Services;
- 2.4.3 provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company;
- 2.4.4 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- 2.4.5 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.
- 2.5 The Contract shall come into existence when the Order is accepted by the Company.
- 2.6 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate which are implied by trade, custom, practice or course of dealing.
- 2.7 The Customer agrees that the Company may open and inspect the Mail for any reason and at any time.
- 2.8 Any quotation given by the Company shall not constitute an offer and is only valid for a period of 20 business days from its date of issue.

- 2.9 If the Company'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):
- 2.9.1 without limiting or affecting any other right or remedy available to it, the Company 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 its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - 2.9.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in clause 2.4; and
 - 2.9.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 2.10 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company'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.

3. **The Services**

- 3.1 The Company will at the request of the Customer and as detailed in the Order provide any of the following Services:-
- 3.1.1 Bulk Mail Service: the Company will collect Mail from the Customer Address and arrange for such Mail to be sorted and despatched by the appropriate means to be decided in the Company's absolute discretion within one or more of the categories of service level offered by the Company from time to time to be determined by the Customer in the Order or, failing such determination, in the absolute discretion of the Company.
 - 3.1.2 Fulfilment Service: the Company will use its reasonable endeavours to carry out any of the following tasks relating to the Database provided that full written

details of the task required are supplied by the Customer and accepted in writing by the Company:-

- 3.1.2.1 the processing of mailing lists for the Customer by computer including from the Database;
- 3.1.2.2 the deletion of duplicate addresses from the Database;
- 3.1.2.3 the printing of envelopes and/or labels from the Database;
- 3.1.2.4 mailshot services (including printing of envelopes and/or labels, insertion of the items in to the envelopes and sealing and despatch of such mailshots); and
- 3.1.2.5 any other services using the Database or creating a database for the Customer that the Customer and the Company agree in writing.

3.2 In the provision of the Services, the Company is in its absolute discretion entitled to process and/or convey Mail:-

3.2.1 by its own employees and/or by any mail service, airline, delivery company and/or other independent contractor whatsoever; and

3.2.2 by means of any conveyance.

3.3 The Company shall use its reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4. **Price of the Services**

4.1 The Price of the Services shall unless otherwise agreed in writing by the Company and the Customer, be the Company's list price in force from time to time (as the same is available on written request from the Company) for such Services on the date the Order is placed by the Customer with the Company. Where the Services are specific to the Customer and no list price is available, the Price shall be the price agreed in advance in writing, or failing that, the price which the Company in its absolute discretion deems appropriate for the Service.

4.2 The Price shall unless otherwise stated, be exclusive of:-

4.2.1 any applicable value added tax and any other applicable taxes, duties, imposts or levies; and

4.2.2 packaging, packing and insurance.

5. **Terms of Payment**

5.1 The Company shall be entitled to invoice the Customer on or at any time after the Order has been placed by the Customer and each invoice shall quote the number (if any) of the Order.

5.2 Unless otherwise stated in the Order the Customer shall pay each invoice within 7 days of its date of issue, failing which interest shall accrue on a daily basis in accordance with Condition 5.5. Time for payment shall be of the essence of the Contract.

5.3 The Customer shall not be entitled to set off against the Price sums owed or claimed to be owed to the Customer by the Company and all amounts due under the Contract shall be paid in full without any counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.4 In the event that the Company pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Mail:-

5.4.1 the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent;

5.4.2 whether or not delivery of the Mail is actually made to the Delivery Address to which they are consigned, immediately upon receipt of the Company's Invoice in respect of such duty and/or tax and/or levy the Customer shall settle such Duty Invoice in full;

5.4.3 in the event of any Customer failing to comply strictly with sub-condition 5.4.2 above the Company shall be at full liberty to deal with the Mail in accordance with Condition 6 below.

5.5 If the Customer fails to pay by the due date any amount which is payable to the Company under the Contract, then, without prejudice to Condition 6:-

5.5.1 that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate equivalent to 7% per annum over Lloyds Bank Plc base rate from time to time, calculated on a daily basis;

- 5.5.2 the Company shall be entitled to suspend the performance of the Services or any other services on behalf of the Customer until the outstanding amount has been received by the Company;
- 5.5.3 the Customer hereby irrevocably agrees to indemnify the Company on demand on a full indemnity basis for all costs and expenses (including legal, debt collection and valuation fees and any internal costs and expenses of the Company) and any value added tax incurred thereon by it in connection with the enforcement of any of the rights of the Company under these Conditions; and
- 5.5.4 all amounts payable by the Customer to the Company in respect of invoices issued by the Company shall become immediately due and payable.

6. **Lien**

The Company shall have a lien over the Customer's Mail for any amount due under the Contract and the cost of recovering the same. If any lien is not satisfied within a reasonable time the Company shall be at full liberty to sell the Mail, either privately or by auction, and to apply the proceeds of any such sale in or towards discharge of the lien and the expense of the sale.

7. **Intellectual Property**

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

8. **Insurance**

No insurance cover for Mail and/or the Database shall be arranged by the Company unless a request in writing is received by the Company from the Customer and the Company confirms cover prior to the Company accepting the Mail and/or the Database. For the avoidance of doubt, no insurance for the Mail and/or Database shall be deemed or assumed to have been arranged by the Company unless and until written confirmation

of the insurance cover arranged by the Company for the Customer is received by the Customer and any such cover shall only commence from the date and time and shall be subject to the terms of the insurance stipulated in such confirmation in writing.

9. **Warranties and Limitation of Liability**

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 The Company warrants that the Services will be provided using reasonable care and skill.

9.2 Nothing in the Contract shall limit or exclude the Company's liability for:

9.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

9.2.2 fraud or fraudulent misrepresentation; or

9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by law.

9.3 Subject to clause 9.2 the total liability of the Company to pay to the Customer compensation for loss or damage occurring in respect of the Mail and/or the Database shall be limited to the lesser of the Actual Value or the Price provided that:-

9.3.1 no compensation shall be payable by the Company to the Customer in respect of any:

9.3.1.1 loss of profits;

9.3.1.2 loss of sales or business;

9.3.1.3 loss of agreements or contracts;

9.3.1.4 loss of anticipated savings;

9.3.1.5 loss of use or corruption of software, data or information;

- 9.3.1.6 loss of damage to goodwill; and
- 9.3.1.7 indirect or consequential loss.
- 9.3.2 no compensation whatsoever shall be payable in the event that the Customer fails within 7 days of any loss damage misdelivery or delay occurring to the Mail and/or Database becoming known to the Customer to report this to the Company at its registered office by recorded delivery first class letter;
- 9.3.3 no compensation whatsoever shall be payable in the event that the Customer fails within 14 days of any loss, damage, misdelivery or delay occurring to the Mail and/or Database to report this to the Company at its registered office by recorded delivery first class letter;
- 9.3.4 no compensation whatsoever shall be payable in the event that any legal proceedings commenced against the Company by the Customer relating to any claim for compensation as aforesaid are not brought within the period of 2 years commencing with the date of the alleged loss damage misdelivery or delay;
- 9.3.5 no compensation shall be payable in the event of loss, damage, misdelivery or delay caused by events beyond the Company's control, including but not limited to acts of God, perils of the air, adverse weather conditions, mechanical delays, acts of war, hostilities, civil commotions, strikes, industrial action, acts of public enemies, or acts or omission of public authorities (including customs and quarantine officials) with actual or apparent authority; and
- 9.4 save as provided in Condition 9.2 above the Company shall not be under any other liability whatsoever or howsoever arising to the Customer in respect of the provision of the Services.
- 9.5 Without prejudice to the generality of Condition 9.2 above and for the avoidance of doubt the Company shall not be liable in respect of any losses caused:-
 - 9.5.1 partly by its negligence and/or the negligence of its employees and partly by the negligence of the Customer;
 - 9.5.2 by any independent contractor in any manner whatsoever.
- 9.6 In the event of any loss, damage, misdelivery or delay occurring in respect of the provision of Services by reason of any act or default of an independent contractor the

Company shall at the Customer's request and expense assign to the Customer any right of action which the Company may have against the independent contractor.

9.7 This condition 9 shall survive termination of the Contract.

10. **Data Protection and Data Processing**

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor.

10.3 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 the Company for the duration and purposes of this Contract.

10.4 Without prejudice to the generality of clause 10.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this Contract:

10.4.1 process that Personal Data only on the documented written instructions of the Customer unless the Company is required by Domestic Law to otherwise process that Personal Data. Where the Company is relying on Domestic Law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Company from so notifying the Customer;

10.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and

- evaluating the effectiveness of the technical and organisational measures adopted by it);
- 10.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 10.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 10.4.4.1 the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - 10.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 10.4.4.3 the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 10.4.4.4 the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 10.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 10.4.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 10.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data; and
 - 10.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.5 The Customer consents to the Company appointing third-party processors of Personal Data under this Contract. The Company confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement substantially on that third party's standard terms of business which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

10.6 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. **Customer Warranties and Indemnity**

11.1 Where the Customer supplies a Database, the Customer hereby warrants that, and agrees to indemnify and hold harmless the Company and any employee, agent or subcontractor on a full indemnity basis in respect of all liabilities, costs, claims, damages, proceedings and expenses whatsoever arising out of the following:-

11.1.1 the Mail does not infringe the intellectual property rights of any third party and will not give rise to any claim by a third party for infringement of the intellectual property rights of that third party arising from the Database.

11.1.2 the Customer has duly complied with all requirements of the Data Protection Legislation and indemnifies the Company against any breach by the Customer of all relevant requirements of the Data Protection Legislation including in the event that the provision of the Database to the Company will constitute such a breach of the Data Protection Legislation, or may give rise to any claim by any individual for compensation for loss or unauthorised disclosure of data; and

11.1.3 the Database and any media by which the Database is provided to the Company is free from all viruses, faults or defaults which may in any way adversely affect the Company's computer systems.

11.2 The Customer shall indemnify the Company and agrees to indemnify and hold harmless the Company and any employee, agent or subcontractor of the Company on a full indemnity basis in respect of the following:

11.2.1 any breach of these Conditions by the Customer (including in particular, but without limitation, of Condition 2.2);.

11.2.2 any claims, costs and/or demands by third parties relating to the Services;

11.2.3 any unusual expenses incurred by the Company as a result of it providing the Services to the Customer.

12. **Termination**

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party two months' written notice.
- 12.2 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:
- 12.2.1 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 fourteen days of that party being notified in writing to do so;
 - 12.2.2 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;
 - 12.2.3 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
 - 12.2.4 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.
- 12.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 12.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 12.3.2 there is a change of control of the Customer.
- 12.4 Notwithstanding clause 2.9 and without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Customer and the Company 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 12.2.2 to clause 12.2.4, or the Company reasonably believes that the Customer is about to become subject to any of them.
13. **Consequences of termination**
- 13.1 On termination of the Contract:
- 13.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but

for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.1.2 the Customer shall return all of the Company's material and any deliverables which have not been fully paid for. If the Customer fails to do so, then the Company 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; and

13.1.3 the Company shall fulfil Orders which have been accepted by the Company and paid for by the Customer prior to termination of the Contract unless such termination is due to Customer Default. In the event of termination due to Customer Default, the Company shall return any undelivered Mail to the Customer.

13.2 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.

13.3 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.

14. **General**

14.1 Subject to clause 10.7, the Company may at any time assign, mortgage, charge, subcontract, delegate, declare a transfer over or deal in any other manner with any or all of its rights and obligations under the Contract.

14.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a transfer over or deal in any other manner with any or all of its rights and obligations under the Contract.

14.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be sent by recorded delivery mail or by electronic or facsimile transmission (provided that a confirmatory copy is sent by post) to that other party at its

registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- 14.4 Any notice given by either party under the provisions of Condition 14.3 shall if sent by post be deemed to have been received 7 days after posting and if sent by electronic or facsimile transmission (provided that a confirmatory copy is sent by post) to have been received instantaneously.
- 14.5 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.7 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 14.7.1.
- 14.7.1 Each party may disclose the other party's confidential information:
- 14.7.1.1 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 14.7; and
 - 14.7.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.7.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 14.8 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).
- 14.9 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 shall not affect the validity and enforceability of the rest of the Contract.

- 14.10 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.
- 14.11 These Conditions (together with any special terms and conditions agreed in writing between the Company and the Customer) and the terms of the relevant Order constitute the entire agreement between the Company and the Customer, supersede any previous agreement or understanding and may not be varied except in writing by the Company and the Customer. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 14.12 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 laws of England.
- 14.13 Each party irrevocably agrees that the courts of England 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.