

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF
CLAUSE 8 (LIMITATION OF LIABILITY).**

1. Interpretation

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

1.1 Definitions:

- 1 Booking Form:** the form provided by the Supplier to the Customer, which includes the Specification, and completed and returned by the Customer to the Supplier.
- 2 Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 3 Charges:** the charges payable by the Customer for the supply of the Services in accordance with 5.
- 4 Commencement Date:** has the meaning given in 2.2.
- 5 Conditions:** these terms and conditions as amended from time to time in accordance with 12.5.
- 6 Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
- 7 Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
- 8 Customer:** the person or business who purchases Services from the Supplier and any attendee who receives the Services on behalf of the Customer.
- 9 Customer Default:** has the meaning set out in 4.2.
- 10 Day Course:** the one, full day session, provided by the Supplier to the Customer and as set out in the Booking Form.
- 11 Deliverables:** the newsletter, handouts, pre-recorded sessions, digital resources, and the deliverables set out in the Order produced by the Supplier for the Customer.
- 12 Health Information Declaration:** the confirmation regarding the attendees current health, provided by the Customer to the Supplier in the Booking Form and updated from time to time.
- 13 Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, logos, brands (including HERE + NOW MINDFULNESS or any colourably similar name) and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for

and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 14 **Order:** the Customer's order for Services as set out in the in the Customer's completed Booking Form.
- 15 **Personal Sessions:** the group course provided by the Supplier to the Customer over 8 weeks, consisting of one 60-90 minute weekly session, and as set out in the Booking Form.
- 16 **Services:** training and education in mindfulness, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.
- 17 **Specification:** any one of the Personal Sessions, Day Courses, Subscription, being the Services to be provided by the Supplier to the Customer, as set out in the Booking Form in writing.
- 18 **Subscription:** the recurring Services provided by the Supplier to the Customer, provided on a monthly basis for the Subscription Term as set out in the Booking Form.
- 19 **Subscription Term:** the Subscription Term shall be as set out in the Booking Form, or shall be a minimum of 4 months.
- 20 **Supplier:** Here + Now Mindfulness Limited registered in England and Wales with company number 16271588.
- 21 **Supplier Materials:** has the meaning set out in 4.1(g).
- 22 **Venue:** the location that the Services are to be provided by the Supplier to the Customer, as set out in the Booking Form.

1.2 Interpretation:

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

- 2.2** The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3** By completing the Booking Form and placing the Order, the Customer warrants that if they are pregnant or suffer with any of the following, but not limited to, epilepsy, asthma, heart conditions, diabetes, cancer any current or existing psychological condition, any serious mental health condition or any other serious medical condition appropriate advice has been sought from a relevant medical practitioner before undertaking the Services, and that they are satisfied they can receive the Services. If the Customer's medical status changes during the Services the Customer must seek prompt medical advice. The Supplier shall have no responsibility for the Customer's failure or delay in discussing any medical conditions with a relevant medical practitioner.
- 2.4** Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues, social media or brochures, are issued or published for the sole purpose of giving an approximate example of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6** Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

- 3.1** The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2** The Supplier 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 the Supplier shall notify the Customer in any such event.
- 3.3** The Supplier warrants to the Customer that the Services will be provided using its reasonable care and skill.
- 3.4** If the Supplier is unable to provide the Services to the Customer, due to the sole fault of the Supplier, then the Supplier shall:
- (a) For Day Courses refund the Charges to the Customer;

- (b) For Personal Sessions refund the Charges to the Customer, such refund shall be pro-rata to the actual proportion of the Services the Supplier is unable to provide; and
- (c) For Subscription the Supplier and the Customer shall seek to agree an alternative date to provide the Services. If an alternative date cannot be agreed between the Supplier and the Customer, then the Supplier shall provide to the Customer a refund of the Charges, pro-rata to the actual proportion of the Services the Supplier is unable to provide

4. **Customer's obligations**

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) where applicable, prepare the Customer's premises for the supply of the Services;
- (f) 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;
- (g) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (h) comply with any additional obligations as set out in the Specification.

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

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (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 in performing any of its obligations as set out in this 4.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 If the Customer or its nominee is unable to attend a Day Course, then the Customer may nominate an alternative nominee, to the Supplier in advance. The alternative nominee must satisfy the Health Information Declaration in the Booking Form and clause 2.3 of these Conditions.

5. Charges and payment

5.1 The Charges for the Services shall be as set out in the Booking Form by the Supplier, and the Suppliers bank details will be contained in the Booking Form to the Customer for the Charges.

5.2 The Charges for the Services must be paid:

- (a) For Subscriptions monthly in advance, with the first month required on the Commencement Date, and each subsequent payment made in advance of the Services on the 1st calendar day of each month, and where the 1st calendar day is a weekend or bank holiday, the next working day;
- (b) For Personal Sessions and Day Courses in full;

by bank transfer to the Supplier, and in advance of the Services being provided by Supplier to the Customer. The name of the Customer must be used in reference to the bank transfer for the Charges to be satisfied.

5.3 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

5.4 For the Subscription, the Customer shall pay the Charges for the first month, in accordance with clause 5.3, following which the Customer shall pay the Supplier to the bank details provided by the Supplier in clause 5.2, or any other bank details that the Supplier shall nominate from time-to-time, on the first Business Day of every subsequent month, for the Subscription Term.

5.5 Failure to make payment for the Subscription in accordance with clause 5.5 shall, render the full amount of the Subscription as set out in the Booking Form immediately due and payable. The Supplier also reserves the right to terminate the Contract and cancel the Services.

- 5.6 The Supplier shall invoice the Customer monthly in advance for the Subscription.
- 5.7 The Customer shall pay each invoice submitted by the Supplier:
- (a) within 7 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under **10**, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this **5.10** will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
6. **Intellectual property rights**
- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services and Deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned wholly by the Supplier.
- 6.2 The Supplier provides to the Customer the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables to be used by the attendees for the Customer only. For the avoidance of doubt, the Deliverables are not to be provided to anyone who does not receive the Services in whatever format or medium.
- 6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in **6.2**.
- 6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

- 6.5 By completing the Order, the Customer irrevocably agrees and provides all necessary consents that shall allow the Supplier, and the Supplier shall require to take, create, or procure the taking or creation of images, photographs or recordings during the provision of the Services. Any such images, photographs or recordings obtained by the Supplier shall be solely owned by the Supplier, and the Supplier may, at its sole discretion, use any images, photographs or recordings for marketing purposes of the Supplier.
- 6.6 The Customer shall not share access, take, create, or procure the taking or creation of any images, photographs or recordings during the provision of the Services without the prior written consent from the Supplier..

7. **Data protection**

The parties shall comply with the data protection obligations as set out the Data Protection Act 2018.

8. **Disclaimer of Warranties**

- 8.1 By using the Services, the Customer acknowledges and agrees that the Customer assumes all risks associated with such use. The Supplier and anyone representing the Supplier, including but not limited to, its agents, employees, directors, officers, are not medical or therapeutic professionals or therapists, and none of the Services or Deliverables provided by them constitutes medical advice.
- 8.2 The Supplier accepts no responsibility for any references by the Supplier to websites, books or social media accounts which are not owned by the Supplier.
- 8.3 In using the Services, the Customer acknowledges that by agreeing to the Health Information Declaration, the Supplier cannot have any liability for undisclosed medical conditions. If the Customer cannot satisfy the Health Information Declaration, acceptance of the Order by the Supplier is wholly at the discretion of the Supplier. Epileptic seizures may be triggered by relaxation and deep breathing and an epileptic Customer or attendee must only undertake the Services if they have provided the Supplier with written permission from a doctor. Asthmatic episodes may be triggered by a focus on breathing and relaxation and a Customer or attendee with asthma must only undertake the Services if the asthma is medically controlled and the Customer has a charged inhaler with them whilst undertaking the Services.
- 8.4 By using the Services, the Customer acknowledges and agrees that the Supplier and anyone representing the Supplier including the Supplier's appointed person in compliance with The Health and Safety (First-Aid) Regulations 1981, may not be first-aid trained, and by selecting the Venue, has made all reasonable efforts to ensure that the Venue provides a recognised first-aider, in the event one should be required during the Services, and the Supplier shall have no liability should the Venue fail to provide a recognised first-aider nor in respect of any such aid and assistance provided.

- 8.5 The Supplier cannot guarantee the effectiveness of any of the Services to a Customer, nor does the Supplier provide any warranty as to the Services given. The Customer is solely responsible for how it uses the information provided during and after the Services.
- 8.6 The Supplier shall not be liable for any loss of connection, nor any failure or delay of the Customers computer systems or IT, which prevents the Customer from receiving the online Services. The Customer acknowledges and accepts that they are solely responsible for checking that their computer systems or IT systems can access the software chosen by the Supplier to provide the Services prior to delivery. The Supplier shall have no liability for any damage, loss or otherwise to the Customers IT systems howsoever arising.
- 8.7 The Supplier Services and Deliverables are solely aimed at encouraging mindfulness and meditation, through the Supplier website, social media channels and other digital or in person experiences. While the Services draw from personal insights and experiences, they are not intended to serve as a counselling service, professional mental health advice, medical guidance or emergency response service, and if the Customer or any attendee requires such service, advice or guidance the Customer or attendee should seek this from the appropriate qualified and licensed professionals. The Supplier is not and makes no representation or warranty (whether expressed or implied) as to being a licensed therapist or mental health practitioner or any other similar role or position. The Customer or any attendee should always consult a relevant medical practitioner if they have any questions regarding a medical condition.
- 8.8 The Services are not designed to diagnose, treat or resolve mental health conditions, physical health conditions or any emotional difficulties. The Services and Deliverables should never be used as a replacement for professional advice, therapy or medical intervention. If the Customer or any attendee is experiencing emotional distress, a mental health emergency, including suicidal thoughts or thoughts of self-harm, or a physical health emergency, they should not rely upon the Services or Deliverables and should contact a licensed mental health professional or emergency services without further delay.
- 8.9 Should the Supplier have concerns regarding the physical and/or mental health or wellbeing of a Customer or attendee, or others, as a result of a Customer or attendees behaviour, conduct or disclosures made by the Customer or attendee, the Supplier at its sole discretion may notify the relevant authorities or agents without notifying or seeking the consent of the Customer or attendee.
9. **Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10 million per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

- 9.2** References to liability in this 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.4** Nothing in this 9 shall limit the Customer's payment obligations under the Contract.
- 9.5** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.6** Subject to 9.3 (No limitation in respect of deliberate default), and 9.5 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer shall for all loss or damage shall not exceed the Charges.
- 9.7** Subject to 9.3 (No limitation in respect of deliberate default), 9.4 (No limitation of customer's payment obligations) and 9.5 (Liabilities which cannot legally be limited), this 9.7 sets out the types of loss that are wholly excluded:
- (a) loss of profits.
 - (b) loss of sales or business, including business opportunities.
 - (c) loss of agreements or contracts.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software, data or information.
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 9.8** The Supplier has given commitments as to compliance of the Services with relevant specifications in 3. 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.
- 9.9** Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.10 This 9 shall survive termination of the Contract.

10. Termination

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

- (a) the other party commits a material breach of any term of the 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;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) 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
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) if any of the information provided by the Customer in the Order, Booking Form or Health Information Declaration, is untrue or inaccurate, or the Customer fails to provide any further information that the Supplier may reasonably request; or
- (c) there is a change of control of the Customer.

10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving 30 days notice in writing to the Customer. In such a circumstance the full amount of the Charges is immediately payable by the Customer to the Supplier, with a reduction pro-rata in the proportion of any Services not yet provided by the Supplier to the Customer.

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

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer becomes subject to any of the events listed in 10.1(c) or 10.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them; and
- (c) the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in 10.1(b).

10.5 The Customer must give a minimum of 60 days' notice to the Supplier to terminate the Subscription. If notice expires within the Subscription Term, then the notice will take effect from the end of that Subscription Term and the full Charges of the Subscription Term will be payable to the Supplier.

10.6 If the Customer does not serve notice in accordance with clause 10.5 within the Subscription Term, then the Subscription shall automatically renew for a further period of 4 months (**Renewal Term**). Once the Renewal Term has begun, this shall become the Subscription Term, and for the purposes of the Contract and these Conditions, each Renewal Term shall be treated as if it were the Subscription Term.

10.7 The Customer shall have 14 days from the Commencement Date to give notice to terminate the Contract (**Cooling-Off Period**). After the Cooling-Off Period, if the Customer gives notice to terminate the Contract, the Charges shall become immediately payable in full.

10.8 The Cooling-Off Period shall be reduced if the Supplier provides the Services to the Customer within 14 days from the Commencement Date, in which case the Cooling-Off Period shall be reduced to the day prior to the date which Services are first provided by the Supplier to the Customer.

11. Consequences of termination

11.1 On termination or expiry of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services, which shall be payable by the Customer immediately;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

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

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

12. General

12.1 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.

12.2 Assignment and other dealings.

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

12.3 Confidentiality.

- (a) 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 12.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- (d) The Customer agrees and acknowledges that the Supplier may disclose confidential information to protect the health and welfare of the Customers, or others.

12.4 Entire agreement.

- (a) 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.

- (b) 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 or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.5 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).

12.6 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.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract is deleted under this 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.8 Notices.

- (a) Any notice or other communication 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 Order.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) 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
 - (iii) if sent by 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 12.8(b)(iii), 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.
- (c) This 12.8 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.

12.9 Third party rights.

- (a) 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.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Alternative dispute resolution

- 12.11** In the event of any dispute arising between the parties (except non-payment of the Supplier's invoice), they agree to resolve such dispute between them within 30 days. After such time they shall refer the matter to mediation should the dispute not be resolved.
- 12.12** The parties agree to appoint a Mediator jointly with costs to be borne by the parties equally.
- 12.13** If the parties cannot agree a Mediator within 14 days then the appointment shall be referred to IPOS to appoint a Mediator.
- 12.14 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.
- 12.15 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.