**Terms and Conditions of INOX Passivation Ltd**

1. **Interpretation**

**THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.**

* 1. **Definitions:**

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| “Business Day” | A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| “Charges” | The charges payable by the Customer for the supply of the Services in accordance with clause 7 (Charges and payment). |
| “Commencement Date” | As the meaning set out in clause 2.2 |
| “Conditions” | These terms and conditions as amended from time to time in accordance with clause 13.5 |
| “Contract" | The contract between INOX Passivation and the Customer for the supply of Services in accordance with these Conditions. |
| “Control" | Shall be defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly. |
| “Customer” | The person or firm who purchases Services from INOX Passivation. |
| “Customer Default” | Has the meaning set out in clause 4.2 |
| “Customer Materials” | Means all materials, equipment and tools, drawings, specifications and data supplied by the Customer to INOX Passivation, its representatives or contractors. |
| “Data Controller” | Has the meaning set out in the GDPR Article 4 |
| “Data Subject” | An individual who is the subject of Personal Data. |
| “Intellectual Property Rights” | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world. |
| “Order" | The Customer’s order for Services as set out overleaf |
| “Personal Data” | Has the meaning set out in the GDPR Article 4 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which INOX Passivation is providing Services under the Contract. |
| “Processing and Process” | Have the meanings set out in the GDPR Article 4. |
| “Services" | The services supplied by INOX Passivation to the Customer as set out in the Order. |
| “INOX Passivation” | INOX Passivation Ltd whose registered office is at The Business Village, Innovation Way, Wilthorpe, Barnsley S75 1JL, a company registered in England and Wales with company number 12055500 |
| “INOX Passivation Materials” | Has the meaning set out in clause 4.1 (h). |

* 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.
  2. 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.
  3. A reference to **writing** or **written** includes email except when giving notice under clauses 13.5 (variation), 13.6 (waiver) and 13.8 (notices).

1. **Basis of contract**
   1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
   2. The Order shall only be deemed to be accepted when INOX Passivation issues written acceptance of the Order or commences performance of the Services (whichever the earlier) at which point and on which date the Contract shall come into existence (**Commencement Date**).
   3. Any samples, drawings, descriptive matter or advertising issued by INOX Passivation, and any descriptions or illustrations contained in INOX Passivation’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.
   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 trade, custom, practice or course of dealing.
   5. Any quotation given by INOX Passivation shall not constitute an offer, it may be withdrawn at any time and is only valid for a period of 2 calendar months from its date of issue.
2. **Supply of Services**
   1. INOX Passivation shall supply the Services to the Customer in accordance with the Order in all material respects.
   2. INOX Passivation shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
   3. INOX Passivation reserves the right to amend the Order 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 INOX Passivation shall notify the Customer in any such event.
   4. INOX Passivation warrants to the Customer that the Services will be provided using reasonable care and skill.
   5. The Customer may request (in writing) a certificate of conformity and where applicable INOX Passivation shall provide a certificate of conformity, within a reasonable period of time after completion of the Services.
3. **C****ustomer’s obligations** 
   1. The Customer shall:
      1. ensure that the terms of the Order are complete and accurate;
      2. co-operate with INOX Passivation in all matters relating to the Services;
      3. provide INOX Passivation, its employees, agents, consultants and subcontractors, with access to the Customer’s premises, office accommodation, and other facilities as reasonably required by INOX Passivation;
      4. provide INOX Passivation with such information and Customer Materials as INOX Passivation may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
      5. prepare the Customer’s premises and equipment for the supply of the Services in accordance with INOX Passivation’s instructions;
      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. comply with all applicable laws, including health and safety laws;
      8. keep all materials, equipment, documents, products and other property of INOX Passivation (**INOX Passivation Materials**) at the Customer’s premises in safe custody at its own risk, maintain the INOX Passivation Materials in good condition until returned to INOX Passivation, and not dispose of or use INOX Passivation Materials other than in accordance with INOX Passivation’s written instructions or authorisation;
      9. comply with any additional obligations as set out in the Order.
   2. If INOX Passivation’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**):
      1. without limiting or affecting any other right or remedy available to it, INOX Passivation 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 INOX Passivation’s performance of any of its obligations;
      2. INOX Passivation shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from INOX Passivation’s failure or delay to perform any of its obligations as set out in this clause [4.2](#Ref_a531297); and
      3. the Customer shall reimburse INOX Passivation on written demand for any costs or losses sustained or incurred by INOX Passivation arising directly or indirectly from the Customer Default.
4. **Customer Materials**
   1. The Customer shall not, other than in the exercise of its rights under this Contract, interfere with INOX Passivation’s quiet possession of INOX Passivation’s Materials and the Customer Materials for the duration of the provision of the Services.
   2. Delivery of INOX Passivation Materials shall be made by INOX Passivation (where applicable). INOX Passivation shall use all reasonable endeavours to effect delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 (Title, risk and insurance) of this Contract.
   3. INOX Passivation shall have, in addition to any other right or remedy available to it, the right to exercise a lien and power of sale over any Customer Materials in INOX Passivation’s possession or control for the Charges, all other fees, costs and expenses charged under or in connection with the Contract and any other contract between the Customer and INOX Passivation. INOX Passivation shall be entitled to:
      1. retain the Customer Materials in its possession until full payment has been received; or
      2. If any such sum remains outstanding for more than 3 calendar months, INOX Passivation shall be entitled to sell or otherwise dispose of part or all of the Customer Materials in its possession and after deducting reasonable handling, storage and selling costs, in addition to any amounts due to INOX Passivation from the Customer, INOX Passivation shall provide any excess proceeds (if any) to the Customer.
   4. If the Customer fails to perform any of its obligations as required under clause 4, INOX Passivation is irrevocably authorised to appoint any person it nominates for the purpose as agent to exercise its rights and remedies under this Contract on INOX Passivation's behalf and to do anything else that INOX Passivation may reasonably require to exercise it’s rights and remedies under this Contract including enabling the power of sale under clause 5.3.
5. **Title, Risk and Insurance**
   1. INOX Passivation Materials shall at all times remain the property of INOX Passivation, and the Customer shall have no right, title or interest in or to INOX Passivation Materials (save the right to possession and use of INOX Passivation Materials subject to the terms and conditions of this Contract).
   2. The risk of loss, theft, damage or destruction of INOX Passivation Materials shall pass to the Customer. INOX Passivation Materials shall remain at the sole risk of the Customer during the provision of the Services and any further term during which INOX Passivation Materials are in the possession, custody or control of the Customer (**Risk Period**) until such time as the INOX Passivation Materials are redelivered to INOX Passivation. During the period of the provision of the Services and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
      1. insurance of INOX Passivation Materials and Customer Materials to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as INOX Passivation may from time to time require in writing;
      2. insurance for such amounts as a prudent owner or operator of INOX Passivation Materials and Customer Materials would insure for, or such amount as INOX Passivation may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with INOX Passivation Materials and Customer Materials; and
      3. insurance against such other or further risks relating to the INOX Passivation Materials and Customer Materials as may be required by law, together with such other insurance as INOX Passivation may from time to time consider reasonably necessary and advise to the Customer.
   3. The Customer shall give immediate written notice to INOX Passivation in the event of any loss, accident or damage to INOX Passivation Materials and Customer Materials arising out of or in connection with the Customer’s possession or use of the same.
   4. If the Customer fails to effect or maintain any of the insurances required under this Contract, INOX Passivation shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
   5. The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to INOX Passivation and proof of premium payment to INOX Passivation to confirm the insurance arrangements.
   6. The Customer shall during the term of this Contract:
      1. make no alteration to INOX Passivation Materials and Customer Materials and shall not remove any existing component(s) from INOX Passivation Materials or Customer Materials;
      2. keep INOX Passivation fully informed of all material matters relating to INOX Passivation Materials and Customer Materials;
      3. keep INOX Passivation Materials at all times at the location that it was delivered to, and shall not move or attempt to move any part of INOX Passivation Material’s to any other location without INOX Passivation's prior written consent;
      4. not, without the prior written consent of INOX Passivation, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend INOX Passivation Materials or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
      5. not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of INOX Passivation in INOX Passivation Materials and, where the equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that INOX Passivation may enter such land or building and recover the INOX Passivation Materials both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of INOX Passivation of any rights such person may have or acquire in the INOX Passivation Materials and a right for INOX Passivation to enter onto such land or building to remove the INOX Passivation Materials;
      6. not use INOX Passivation Materials for any unlawful purpose;
      7. deliver up the INOX Passivation Materials on termination of this Contract to INOX Passivation, or if necessary allow INOX Passivation or its representatives access to the site or any premises where INOX Passivation Materials are located for the purpose of removing the INOX Passivation Materials; and
      8. not do or permit to be done anything which could invalidate the insurances referred to in this clause 6 (Title, risk and insurance).
   7. The Customer acknowledges that INOX Passivation shall not be responsible for any loss of or damage to INOX Passivation Materials and the Customer Materials arising out of or in connection with any negligence, misuse, mishandling of the INOX Passivation Materials or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify INOX Passivation on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Contract.
6. **Charges and payment**
   1. The Charges for the Services shall be calculated on a time and materials basis:
      1. the Charges shall be calculated in accordance with INOX Passivation’s hourly fee rates, as set out in INOX Passivation’s quotation;
      2. INOX Passivation’s daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 4.00 pm worked on Business Days;
      3. INOX Passivation shall be entitled to charge an overtime rate as set out in the INOX Passivation’s quotation for each hour worked by individuals whom it engages on the Services outside the hours referred to in clause 7.1 [(b)](#Ref_a202380); and
      4. INOX Passivation shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom INOX Passivation 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 required by INOX Passivation for the performance of the Services and for the cost of any materials.
   2. INOX Passivation 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.
   3. Subject to any other credit terms agreed between INOX Passivation and the Customer as set out in INOX Passivation’s quotation, the Charges shall be payable by the Customer weekly in arrears, following submission of an appropriate invoice by INOX Passivation.
   4. Unless otherwise agreed in writing between the Inox Passivation and The Customer, The Customer shall pay each invoice submitted by INOX Passivation
      1. within 30 days of the date of the invoice; and
      2. in full and in cleared funds in pounds sterling to a bank account nominated in writing by INOX Passivation, and

time for payment shall be of the essence of the Contract.

* 1. 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) and/or any other applicable levies or taxes. Where any taxable supply for VAT purposes is made under the Contract by INOX Passivation to the Customer, the Customer shall, on receipt of a valid VAT invoice from INOX Passivation, pay to INOX Passivation 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.
  2. If the Customer fails to make a payment due to INOX Passivation under the Contract by the due date, then, without limiting INOX Passivation’s remedies under [Clause](#bookmark)s 5 and 11, 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 [7.6](#Ref478138322) will accrue each day at 4% a year above the Royal Bank of Scotland PLC’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
  3. 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).
  4. The Customer shall give immediate written notice to INOX Passivation in the event of any loss, accident or damage to the INOX Passivation Materials arising out of or in connection with the Customer’s possession or use of INOX Passivation Materials.
  5. If the Customer fails to effect or maintain any of the insurances required under this Contract, INOX Passivation shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to INOX Passivation and proof of premium payment to INOX Passivation to confirm the insurance arrangements.

1. **Intellectual property rights** 
   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 INOX Passivation.
   2. INOX Passivation grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract (excluding materials provided by the Customer) for the purpose of receiving and using the Services in its business.
   3. The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 8.2.
   4. The Customer grants INOX Passivation a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to INOX Passivation for the term of the Contract for the purpose of providing the Services to the Customer.
2. **D****ata Protection and Data Processing**
   1. Both parties will comply with all applicable requirements of the GDPR. This Clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the GDPR. In this Clause 9, Applicable Laws means (for so long as and to the extent that they apply to INOX Passivation) 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 any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
   2. The Customer and INOX Passivation acknowledge that for the purposes of the GDPR the Customer is the Data Controller and INOX Passivation is the data processor in respect of any Personal Data.
   3. Without prejudice to the generality of Clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the GDPR) to INOX Passivation for the duration and purposes of the Contract.
   4. The Customer shall have regard to and comply with INOX Passivation’s GDPR policy at all times this can be found on our website at https://www.INOX Passivation.com .
   5. INOX Passivation shall process the Personal Data only in accordance with the Customer’s instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.
   6. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
   7. The Customer warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
      1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
         1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
         2. the nature of the data to be protected including the security measures set out in the privacy notice; and
      2. take reasonable steps to ensure compliance with those measures.
   8. The Customer agrees to indemnify and keep indemnified and defend at its own expense INOX Passivation against all costs, claims, damages or expenses incurred by INOX Passivation or for which INOX Passivation may become liable due to any failure by the Customer or its employees or agents to comply with any of its obligations under this clause 9.
   9. The Customer acknowledges that INOX Passivation is reliant on the Customer for direction as to the extent to which INOX Passivation is entitled to use and process the Personal Data. Consequently, INOX Passivation will not be liable for any claim brought by a Data Subject arising from any action or omission by INOX Passivation, to the extent that such action or omission resulted directly from the Customer’s instructions.
   10. INOX Passivation may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor’s contract:
       1. is on terms which are substantially the same as those set out in the Contract; and
       2. terminates automatically on termination of the Contract for any reason.
3. **Limitation of liability: the customer’s attention is particularly drawn to this clause**
   1. Nothing in the Contract shall limit or exclude INOX Passivation’s liability for:
      1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
      2. fraud or fraudulent misrepresentation; or
      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 applicable law.
   2. Subject to clause [10.1](#Ref_a709995), INOX Passivation shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
      1. loss of profits;
      2. loss of sales or business;
      3. loss of agreements or contracts;
      4. loss of anticipated savings;
      5. loss of use or corruption of software, data or information;
      6. loss of damage to goodwill; and
      7. any indirect or consequential loss.
   3. Subject to clause 10.1, INOX Passivation’s total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 120% of the total Charges paid under the Contract.
   4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
   5. INOX Passivation does not accept any liability for any recommendation made by INOX Passivation to the Customer, except where it is made in writing.
   6. This clause [10](#Ref477871582) shall survive termination of the Contract.
4. **Termination**
   1. INOX Passivation shall be entitled to cancel the Contract at any time prior to the provision of the Services upon giving reasonable notice to the Customer taking into consideration all of the circumstances.
   2. The Customer shall not be entitled to cancel the Contract without the prior written consent of INOX Passivation. If prior written consent is given by INOX Passivation, INOX Passivation shall be entitled to charge reasonable and unavoidable costs and expenses incurred as a result of such cancellation.
   3. 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:
      1. 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
      2. 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
      3. 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.
   4. Without affecting any other right or remedy available to it, INOX Passivation may terminate the Contract with immediate effect by giving written notice to the Customer if:
      1. the Customer fails to pay any amount due under the Contract on the due date for payment;
      2. the Customer commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 Business Days after being notified to do so;
      3. the Customer repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
      4. there is a change of Control of the Customer.
   5. For the purposes of clause 11.4(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Lessor would otherwise derive from:
      1. a substantial portion of this Contract; or
      2. any of the obligations set out in clause 4,

over the term of this Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

1. **Consequences of termination**
   1. On termination of the Contract:
      1. the Customer shall immediately pay to INOX Passivation all of INOX Passivation’s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, INOX Passivation shall submit an invoice, which shall be payable by the Customer immediately on receipt;
      2. the Customer shall return all of INOX Passivation Materials which have not been fully paid for. If the Customer fails to do so, then INOX Passivation 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.
   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.
   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.
2. **General**
   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.
   2. **Assignment and other dealings.**
      1. INOX Passivation 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.
      2. The Customer shall not assign, transfer, mortgage, charge, subcontract, 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 INOX Passivation.
   3. **Confidentiality.**
      1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause [(b)](#Ref_a906799).
      2. Each party may disclose the other party’s confidential information:
         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 [13.3](#Ref_a879620); and
         2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
      3. Neither party shall use the other party’s confidential information for any purpose other than to perform its obligations under the Contract.
   4. **Entire agreement.**
      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.
      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 or negligent misstatement based on any statement in the Contract.
      3. Nothing in this clause shall limit or exclude any liability for fraud.
   5. **V****ariation.** 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).
   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 breach or default. 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.
   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 shall not affect the validity and enforceability of the rest of the Contract.
   8. **Notices.**
      1. 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).
      2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; 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.
      3. This clause 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.
   9. **Third party rights.**
      1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
      2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
   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.
   11. **Jurisdiction.** 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.