

CENTRE OF APPLIED POSITIVE PSYCHOLOGY LIMITED

TERMS AND CONDITIONS

1. INTERPRETATION

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

Assessment Tools: the assessment tools which the Supplier supplies to the Customer under Licence being either:

- (a) **Standard Assessment Tools** - where the assessment tools comprise of off the shelf assessment tools created by the Supplier, such as Realise2 Standard Profile, Premium Profile, Team Profile;
- (b) **Bespoke Assessment Tools** - where the assessment tools comprise of bespoke questionnaires created by the Supplier following consultation with the Customer, such as adapted versions of Realise2 and the Situational Strengths Test.

Assessment Tools Extension: an increase in the scope of the license to use the Assessment Tools supplied by the Supplier to the Customer under an existing Licence.

Additional Assessment Tools: Assessment Tools which are in addition to those already supplied by the Supplier to the Customer under an existing Licence.

Conditions: these terms and conditions as amended from time to time in accordance with condition 2.2.

Contract: the contract between the Supplier and the Customer for the Licence in accordance with these Conditions.

Customer: the person who purchases a licence to use the assessment tools from the Supplier.

Customer Data: the data inputted by the Customer or any users in connection with their use of the Assessment Tools, which may include Personal Data as defined in the Data Protection Act 1998.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Licence: the licence purchased by the Customer which entitles the Customer to access and use the Assessment Tools in accordance with these Conditions.

Order Confirmation: written confirmation given by the Supplier to the Customer which sets out the description, quantity and price of Assessment Tools to be supplied (in the case of offline ordering) or the Supplier delivering the Assessment Tools to the Customer's account following receipt by the Supplier of the Customer's online registration and payment for the Assessment Tools (in the case of an electronic registration process).

Supplier: Centre of Applied Positive Psychology Limited, registered in England and Wales with company number 06802155 and registered address at The Venture Centre, University of Warwick Science Park, Sir William Lyons Road, Coventry, West Midlands CV4 7EZ.

Supplier Delivery: the provision of the Assessment Tools (and applicable access codes) to the Customer, and in the case of an electronic purchase, the delivery by the Supplier of the Assessment Tools (and applicable access codes) to the Customer's account.

Term: the term of any Licence to use the Assessment Tools which shall be one year from Supplier Delivery or if shorter, the period of time taken to use all Assessment Tools delivered to the Customer pursuant to an Order Confirmation.

Website: means www.cappeu.com; www.realise2.com; www.situationalstrengthstest.com; and/or such other website as the Supplier may determine at its sole discretion from time to time.

1.2 Headings do not affect the interpretation of these Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a party includes its personal representatives, successors or permitted assigns.

1.5 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 1.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:

- 2.1.1 apply to and be incorporated in the Contract; and
- 2.1.2 prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, specification or any other document supplied by the Customer, or which is implied by law, trade custom, practice or course of dealing.

- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

- 2.3 Placing an order by the Customer with the Supplier shall be deemed acceptance of these Conditions.

3. BASIS OF SALE

- 3.1 Any quotation given by the Supplier shall not constitute an offer and is valid for a period of 20 days only, and the Supplier may withdraw it at any time by notice to the Customer.

- 3.2 The Supplier reserves the right at any time and for any reason to amend any prices or other terms set out in any quotation given by the Supplier. For the avoidance of doubt, any such amendment permitted under this clause 3.2 would not affect any order which the Supplier may have accepted prior to any such amendment.

- 3.3 The Customer places an order by making an offer to purchase a Licence from the Supplier either verbally, online or in writing and in accordance with these Conditions. The Customer shall ensure that any order is complete and accurate and in accordance with any quotation given by the Supplier.

- 3.4 A binding Contract shall not come into existence between the Supplier and the Customer unless and until the Supplier accepts an order which acceptance may be by way of an Order Confirmation to the Customer.

- 3.5 No Contract may be cancelled by the Customer, except with the agreement in writing of the Supplier and provided that the Customer indemnifies the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

4. LICENCE

- 4.1 In consideration of the payment referred to in clause 6 made by the Customer to the Supplier and pursuant to a Contract entered into between the Supplier and the Customer, the Supplier shall procure that a Licence shall be granted to the Customer for:

- 4.1.1 one-off use of the Assessment Tools by a single user ("**Single Use Licence**"); or
- 4.1.2 use of the Assessment Tools by a specified number of users ("**Multiple Use Licence**"); or
- 4.1.3 use of the Assessment Tools by an unlimited number of users for a fixed term ("**Term Licence**"),

in each case as set out in the Order Confirmation or as otherwise accepted by the Supplier.

- 4.2 When providing a quotation the Supplier may state which of the Licences referred to in clauses 4.1.1 to 4.1.3 applies. In the absence of such notification and save where otherwise agreed between the parties, the Licence referred to in clause 4.1.1 shall apply.

5. ASSESSMENT TOOLS

- 5.1 The quantity and description of the Assessment Tools shall be as set out in the Order Confirmation or the Supplier Delivery (as applicable) or, where there is no Order Confirmation or the quantity or description is not specified, the Supplier's quotation.

- 5.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's materials, catalogues, brochures or Website are issued or published for illustrative purposes only and do not form part of the Contract.

- 5.3 Any typographical, clerical or other error or omission on the Website or in any sales literature, quotation, price list, Order Confirmation, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

- 5.4 The Supplier reserves the right (but does not assume the obligation) to make any changes to the Assessment Tools which are required to conform with any applicable legislation.



6. PRICE AND PAYMENT

- 6.1 The price for the Licence shall be the price of the Assessment Tools stated by the Supplier in the Order Confirmation, or, where no price has been stated, the price listed in the Supplier's published price list current at the date of the Order Confirmation, subject to Clause 6.2.
- 6.2 The Supplier shall be entitled, at any time on giving no less than 30 days notice, to increase the price for the Assessment Tools where such increase is due to:
- 6.2.1 an increase in or additional charge(s) imposed by any supplier to the Supplier of any part(s) of the Assessment Tools; or
 - 6.2.2 any event outside of the Supplier's reasonable control.
- 6.3 All sums payable by the Customer are exclusive of VAT or any other sales, withholding or other taxes as may be applicable from time to time.
- 6.4 Where the Customer is granted a Single Use Licence:
- 6.4.1 the Customer shall make payment online via the Website; and
 - 6.4.2 the price for the Licence shall be payable in advance of delivery to the bank account nominated in writing by the Supplier, unless otherwise agreed between the parties in writing (**Due Date**)
- 6.5 Where the Customer is granted a Multiple Use Licence:
- 6.5.1 the price for the Licence shall be payable in advance, unless otherwise agreed between the parties in writing. The price shall be payable with effect from the date of the Supplier Delivery; and
 - 6.5.2 the Supplier reserves the right to invoice the Customer the fee for a Multiple Use Licence on or at any time after the date of the Order Confirmation or other acceptance of the Customer's order by the Supplier. The Customer shall pay any invoice within 30 days of the date of the invoice (**Due Date**).
- 6.6 Where the Customer is granted a Term Licence:
- 6.6.1 the price for the Licence shall be payable annually in advance, unless otherwise agreed between the parties in writing. The price shall be payable with effect from the date of the Supplier Delivery; and
 - 6.6.2 the Supplier reserves the right to invoice the Customer the fee for a Multiple Use Licence on or at any time after the date of the Order Confirmation or other acceptance of the Customer's order by the Supplier. The Customer shall pay any invoice within 30 days of the date of the invoice (**Due Date**).
- 6.7 Time for payment of the price shall be of the essence of the Contract.
- 6.8 If the Customer fails to make any payment in full and in cleared funds by the relevant Due Date, without prejudice to any other right or remedy available to the Supplier, the Supplier may without liability to the Customer:
- 6.8.1 suspend the Licence;
 - 6.8.2 terminate the Contract or suspend delivery of any further Assessment Tools to the Customer;
 - 6.8.3 charge interest on the amount outstanding from the Due Date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 5% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.
- 6.9 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.9 is without prejudice to any right to claim for interest under the law, or any right under the Contract.
- 6.10 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 6.11 The Customer may, from time to time during the Term and by requesting the same in writing from the Supplier, purchase Additional Assessment Tools and/or an Assessment Tools Extension. The Supplier shall evaluate such

request and shall respond to the Customer with approval or rejection of the request and a note of any additional conditions which may attach to the approval (including as to additional fees).

- 6.12 If the Supplier approves the Customer's request to purchase Additional Assessment Tools, the Customer shall, on the date of approval, enter into a new Contract with the Supplier.
- 6.13 If the Supplier approves the Customer's request to purchase an Assessment Tools Extension, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional Assessment Tools and, if such additional Assessment Tools are purchased by the Customer part way through an annual licence (as applicable), the fees for the annual licence shall be pro-rated accordingly.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of any order or any information it provides to the Supplier are complete and accurate;
 - 7.1.2 co-operate with the Supplier in all matters relating to the Licence;
 - 7.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Assessment Tools under the Licence, and ensure that such information is accurate in all material respects and conforms with any applicable legislation;
 - 7.1.4 ensure that any username and password used to access the Assessment Tools is kept confidential;
 - 7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Supplier to perform its obligations under the Contract.
- 7.2 The Customer shall ensure that the contents of the Assessment Tools are suitable for its intended purpose.
- 7.3 The Customer shall be responsible for ensuring all necessary access and facilities required to:
- 7.3.1 receive the Assessment Tools from the Supplier; and
 - 7.3.2 make use of the Licence.
- 7.4 The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links and the Supplier accepts no liability for any costs, problems, conditions, delays, delivery failures and/or any other loss or damage incurred or sustained by the Customer arising directly or indirectly from the Customer's failure to comply with these Conditions.
- 7.5 If the Supplier's performance of any of its obligations under the Contract are prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 7.5.1 the Supplier shall without limiting its other rights or remedies have the right to suspend the Licence until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 7.5.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's Default; and
 - 7.5.3 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.
- 7.6 The Customer shall not:
- 7.6.1 exceed the terms of use of the Licence granted to the Customer pursuant to clause 4.1 of these Conditions;
 - 7.6.2 copy (except to the extent permissible under applicable law or for normal operation or use of the Assessment Tools), reproduce, translate, adapt, vary or modify any of the Assessment Tools, software underlying the Assessment Tools, nor communicate them or it to any third party, without Supplier's prior written consent; and
 - 7.6.3 the Customer shall not remove, adapt or otherwise tamper with any copyright or trade mark notice, legend or logo which appears in or on the Assessment Tools including on the medium on which they reside
- notwithstanding that, the Customer may, by express agreement in writing between the parties only and subject to such additional fees as the Supplier shall in its sole discretion determine, be entitled to incorporate its own branding on the Assessment Tools.
- 7.7 The Customer shall indemnify the Supplier against all claims, losses, damages and expenses arising from any breach by the Customer of condition 7.6.
- 7.8 The Customer has additional obligations in respect of Customer Data that is submitted to the Supplier in connection with the completion of the Assessment Tools. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

- 7.9 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 7.10 Defined terms in condition 7.10 to 7.14 inclusive shall be interpreted in accordance with the definitions set out in the Data Protection Act 1998 (the "Act") if not otherwise defined in condition 1.1. If the Supplier processes any Customer Data on the Customer's behalf when performing its obligations under any Contract, the Customer shall be the Data Controller and the Supplier shall be a Data Processor for the purposes of processing of Personal Data under the Act and in any such case:
- 7.10.1 the Customer acknowledges and agrees that the Personal Data may be transferred or stored outside the EEA or the country where the Customer and the users of the Assessment Tools are located;
- 7.10.2 the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to the Supplier so that the Supplier may lawfully use, process and transfer the Personal Data (including as and to the extent set out in these Conditions);
- 7.10.3 the Customer shall ensure that the users of the Assessment Tools (which reference to users shall include any persons whose data is processed via the Assessment Tools) have been informed of, and have given their consent to, such use, Processing, and transfer of Personal Data as required by all applicable data protection legislation;
- 7.11 The Customer acknowledges that the Supplier shall be permitted to use, process and retain Customer Data for the following purposes:
- (a) enhancing the Assessment Tools;
 - (b) product and/or market research; and/or
 - (c) marketing.
- 7.12 For the purposes of clause 7.11 and save where the Supplier has otherwise obtained the consent of the user to use their data, the Supplier shall ensure any Customer Data used by the Supplier is anonymised. For the avoidance of doubt, nothing in these Conditions or any Contract shall prohibit the Supplier from seeking additional consent from a user as to the processing of that user's data (including any Customer Data relating to that user) for any purpose the Supplier may from time to time require.
- 7.13 The Supplier shall process the Personal Data only in accordance with these Conditions and any lawful instructions reasonably given by the Customer from time to time, which together shall be deemed to be the instructions of the Customer for the purposes of the Act.
- 7.14 Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.
- 8. WARRANTY**
- 8.1 The Supplier warrants that from the date the Supplier delivers the Assessment Tools to the Customer, and for a period of 14 days from such date (**Warranty Period**), the Assessment Tools shall conform in all material respects with the description set out in the Order Confirmation.
- 8.2 Subject to condition 8.3, if the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Assessment Tools do not comply with the warranty set out in condition 8.1 the Supplier shall, at its option, revise or replace the defective Assessment Tools, or refund the price of the defective Assessment Tools in full.
- 8.3 The Supplier shall not be liable for a breach of the warranty in condition 8.1 if:
- 8.3.1 the Customer makes any use of the Assessment Tools in respect of which it has given written notice under condition 8.2; or
 - 8.3.2 the defect arises as a result of the Supplier using any information or data, or following any other instruction supplied by the Customer, including in connection with Bespoke Assessment Tools;
 - 8.3.3 the defect arises because the Customer has failed to follow the Supplier's oral or written instructions regarding the Licence or use of the Assessment Tools; or
 - 8.3.4 the Customer alters or modifies, or attempts to alter or modify, the Assessment Tools without the written consent of the Supplier.
- 8.4 The Supplier makes no warranty that the use of the Assessment Tools shall be uninterrupted or error free.
- 8.5 The Supplier makes no warranty that the Assessment Tools shall be suitable for the Customer's intended purpose, nor in respect of the results achieved as a result of the use of the Assessment Tools.



9. LIMITATION OF LIABILITY

- 9.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 9.1.1 any breach of the Contract; and
 - 9.1.2 any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 9.3 Nothing in these conditions excludes or limits the liability of the Supplier for:
- 9.3.1 death or personal injury caused by the Supplier's negligence; or
 - 9.3.2 fraud or fraudulent misrepresentation; or
 - 9.3.3 any other liability which may not be excluded by law.
- 9.4 Subject to condition 9.2 and condition 9.3:
- 9.4.1 the Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; or loss or corruption of data or information; and
 - 9.4.2 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid and payable for Assessment Tools purchased under the Contract under condition 6.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that, as between the Customer and the Supplier, all Intellectual Property Rights used by or subsisting in Assessment Tools are and shall remain the sole property of the Supplier.
- 10.2 The Supplier's Intellectual Property Rights in and relating to the Assessment Tools shall remain the exclusive property of the Supplier, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 10.3 If the Supplier supplies Bespoke Assessment Tools in accordance with any specification, data or other information submitted or prepared by the Customer, the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Customer's specification, data or other information. This indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Supplier.

11. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

- 11.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives or data (including usernames and passwords) which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 11.2 All materials, documents, tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 11.3 This condition 11 shall survive termination of the Contract, however arising.

12. TERMINATION

- 12.1 Without prejudice to any other rights and remedies available to the Supplier, the Supplier may terminate the Contract or suspend the Licence at any time during the Term with immediate effect by giving written notice to the Customer if the Customer:
- 12.1.1 has not paid for the Licence in accordance with condition 6;



- 12.1.2 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - 12.1.3 goes into liquidation, becomes insolvent or has an administrator, receiver or similar officer appointed in respect of all or part of its undertaking (or is the subject of a filing with any court for the appointment of any such officer);
 - 12.1.4 makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
 - 12.1.5 ceases, or threatens to cease, to trade; or
 - 12.1.6 takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 12.2 Termination of the Contract and/or suspension of the Licence, however arising, shall not affect or prejudice the accrued rights of the Supplier as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.
13. **FORCE MAJEURE**
- 13.1 Neither party shall be in breach of the Contract nor liable for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events, omissions or accidents beyond its reasonable control including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service, telecommunications network or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (**Force Majeure Event**).
- 13.2 The Supplier reserves the right to suspend the Licence, or to terminate the Contract, if it is prevented from or delayed in performing its obligations under the Contract by a Force Majeure Event.
14. **GENERAL**
- 14.1 Waiver. A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14.2 Severance. If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.3 Entire Agreement. These Conditions and the Order Confirmation shall represent the entire agreement between the Supplier and the Customer and shall not be changed or varied by any other agreements between the parties except in accordance with condition 2.2.
- 14.4 Status of Pre-contractual Statements. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.
- 14.5 Assignment. The Customer shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.6 Third Party Rights. The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.
- 14.7 Notices. All notices in connection with the Contract shall be in writing, addressed to the recipient at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, fax or e-mail. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or, if sent by fax or e-mail, one working day after transmission. This condition 14.7 shall not apply to the service of any proceedings or other documents in any legal action
- 14.8 Governing Law and Jurisdiction. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.