

## FREQUENCY TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### 1. Interpretation

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

#### 1.1 Definitions:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 15.8.
<b>Contract</b>	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
<b>Customer</b>	the person or firm who purchases the Goods and/or Services from the Supplier.
<b>Delivery Location</b>	has the meaning given in clause 3.2.
<b>Force Majeure Event</b>	has the meaning given to it in clause 14.
<b>Goods</b>	the goods (or any part of them) as described on the Website and set out in the Order.
<b>Installer</b>	either the Supplier or a third party nominated by the Supplier and advised to the Customer to install the Goods.
<b>Installation Address</b>	the address specified in the Order.
<b>Order</b>	the order placed by the Customer specifying the Goods ordered, any Services to be provided and the Delivery Location.

<b>Services</b>	the installation of the Goods by the Installer at the Installation Address in accordance with the Service Specification.
<b>Service Specification</b>	the description, including any relevant plans or drawings, detailing the installation of the Goods and provided in writing by the Supplier to the Customer.
<b>Supplier</b>	Frequency 3G Telecom Limited registered in England and Wales with company number 4252441.
<b>Website</b>	<a href="http://www.frequencytelecom.com">www.frequencytelecom.com</a> .

## 1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its successors and permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4 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.
- 1.2.5 A reference to **writing** or **written** includes email.

## 2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:-
  - 2.2.1 the Supplier issuing written acceptance of the Order; or
  - 2.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained on the Website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 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.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### 3. **Delivery of Goods**

- 3.1 The Supplier shall ensure that:
  - 3.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, and the type and quantity of the Goods being delivered; and
  - 3.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 3.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.
- 3.3 Unless specified by the Supplier in writing to the Customer, delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 3.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 3.5 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 3.6 If the Customer fails to accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 3.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 3.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.7 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

#### 4. **International Delivery**

- 4.1 Subject to the next sentence, the Supplier may also deliver the Goods to countries outside the United Kingdom. However, there are restrictions on some of the Goods for certain destinations where the Supplier has limited rights details of which are available on the Website which the Customer must review before placing an Order for the Goods.
- 4.2 If the Customer orders Goods for delivery to a destination outside the United Kingdom, the Order may be subject to import duties and taxes which are applied when the delivery of the Goods reaches its destination. It is the responsibility of the Customer to be responsible for those charges and the Customer acknowledges the Supplier has no control over these charges and cannot predict their amount.

4.3 The Customer must comply with all applicable laws and regulations of the country for which the Goods are destined and obtain any necessary licences required in order for the Supplier to be able to deliver the Goods to the relevant country. The Supplier will not be liable or responsible if the Customer is in breach of any such law or if the Goods cannot be delivered.

## 5. **Quality of Goods**

5.1 Some of the Goods supplied by the Supplier come with a manufacturer's guarantee. The terms and conditions of any manufacturer's guarantee provided will be included with the Goods and should be reviewed by the Customer on delivery.

5.2 For Goods which do not have a manufacturer's guarantee, the Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**warranty period**"), the Goods shall:

5.2.1 conform in all material respects with their description;

5.2.2 be free from material defects in design, material and workmanship; and

5.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.3 Subject to clause 5.4, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

5.3.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clauses 5.1 and 5.2;

5.3.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.3.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

5.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3;

5.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

- 5.4.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 5.4.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranties set out in clause 5.1 and 5.2.

5.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## 6. **Title and risk**

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment; and

6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4; and

6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Supplier may at any time:

6.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold; and

6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.6 Notwithstanding the Supplier's retention of title, and without prejudice to the Suppliers other rights set out in these Conditions, the Supplier has the right to take legal action against the Customer in order to recover the price of the Goods and any associated costs and expenses should the Customer fail to pay the Supplier by the date the payments are due.

## 7. **Supply of Services**

7.1 The Supplier shall provide, or shall procure the provision of, the Services to the Customer in accordance with the Service Specification in all material respects.

- 7.2 The Supplier shall use all reasonable endeavours to meet or to procure the meeting of any performance dates for the Services specified in Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier reserves the right to amend the Service 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.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.5 The Customer acknowledges the Supplier may instruct a third party to be the Installer to supply the Services on its behalf. If so, the Customer further acknowledges the Supplier will provide information to the Installer regarding the Customer and the Services in order for the Installer to carry out the Services and confirms that the Supplier is permitted to provide such information in order to enable the Installer to provide the Services.

## 8. **Customer's obligations**

- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;
  - 8.1.2 co-operate with the Supplier and the Installer in all matters relating to the Services;
  - 8.1.3 provide the Supplier and the Installer with access to the Installation Address and other facilities as reasonably required by the Supplier to provide the Services;
  - 8.1.4 provide the Supplier and the Installer with such information and materials as the Supplier and the Installer may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 8.1.5 prepare the Installation Address for the supply of the Services;
  - 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services (including any necessary planning consents required from third parties) before the date on which the Services are to start;
  - 8.1.7 comply with all applicable laws, including health and safety laws;

- 8.1.8 comply with any additional obligations as set out in the Service Specification; and
- 8.1.9 not claim to have acquired any right, title or interest in or to any intellectual property rights that vest in any of the Goods or Services which such rights are deemed to remain vested with the original owners of such intellectual rights.

8.2 If the Installer's performance of any of the 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**"):

8.2.1 without limiting or affecting any other right or remedy available to it, the Installer 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 Installer's performance of any of its obligations;

8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Installer's failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Installer arising directly or indirectly from the Customer Default.

## 9. **Charges and payment**

9.1 The price for Goods:

9.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery; and

9.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Services shall be calculated as set out in the Order.

9.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time up to 5 Business Days before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

- 9.3.1.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.3.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 9.3.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after the Goods have been despatched to the Customer. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

9.5 The Customer shall pay each invoice submitted by the Supplier in full and in cleared funds on the relevant credit terms or credit facility agreed with the Customer prior to the Goods being despatched. Payment should be made to the bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.

9.6 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 or Goods at the same time as payment is due for the supply of the Services or Goods.

9.7 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 clause 12 (“Termination”), 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 9.7 will accrue each day at 5% a year above the Barclays Bank PLC’s base rate from time to time, but at 5% a year for any period when that base rate is below 0%. The Customer shall pay any interest due together with the overdue amount.

9.8 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).

## 10. **Confidentiality**

- 10.1 Each party undertakes that it shall not at any time during the Contract, and for a period of 5 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 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers (including the Installer as appropriate) to whom it discloses the other party's confidential information comply with this clause 10; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 11. **Limitation of liability**

- 11.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1 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.
- 11.2 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.3.1 death or personal injury caused by negligence;
- 11.3.2 fraud or fraudulent misrepresentation; and
- 11.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.4 Subject to clause 11.3, the Supplier's total liability to the Customer shall not exceed the total cost of the Goods and any Services specified in the Order.

- 11.5 This clause 11.5 sets out specific heads of excluded loss:
- 11.5.1 Subject to clause 11.3, the types of loss listed in clause 11.5.2 are wholly excluded by the parties.
- 11.5.2 The following types of loss are wholly excluded:
- 11.5.2.1 loss of profits;
- 11.5.2.2 loss of sales or business;
- 11.5.2.3 loss of agreements or contracts;
- 11.5.2.4 loss of anticipated savings;
- 11.5.2.5 loss of use or corruption of software, data or information;
- 11.5.2.6 loss of or damage to goodwill; and
- 11.5.2.7 indirect or consequential loss.
- 11.6 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and 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.
- 11.7 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 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.8 This clause 11 shall survive termination of the Contract.
12. **Termination**
- 12.1 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:

- 12.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
  - 12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - 12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 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:
- 12.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - 12.2.2 the Customer is in breach of its obligations specified in clause 8.1.
- 12.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
13. **Consequences of termination**
- 13.1 On termination of the Contract:
- 13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.1.2 the Customer shall return all of the Goods 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 this Contract.

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

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

#### 14. **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 (a "**Force Majeure Event**").

#### 15. **General**

##### 15.1 **Assignment and other dealings**

15.1.1 In addition to the Supplier's right to appoint the Installer, 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.

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

##### 15.2 **Notices**

15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

15.2.1.1 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

15.2.1.2 or sent by email to the address specified by each party to the other.

15.2.2 Any notice or communication shall be deemed to have been received:

15.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

15.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

15.2.2.3 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 clause 15.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.2.3 This clause 15.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.3 **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 15.3 shall not affect the validity and enforceability of the rest of the Contract.

15.4 **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.

15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.6 **Entire agreement.**

15.6.1 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.

15.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

15.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

15.7 **Third party rights.**

15.7.1 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.

15.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

15.9 **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.

15.10 **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.