



Lottoland – Terms and Conditions for the Purchase of Goods and Services

1. Interpretation

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

Definitions:

"Affiliate"	in relation to the Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer from time to time.
"Applicable Data Protection Laws"	means: (a) To the extent UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data. (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the parties are subject, which relates to the protection of personal data. (c) Any other applicable data protection laws.
"Applicable Laws"	means all laws, statutes, regulations, conditions and codes from time to time in force which may be applicable to the Customer (including but not limited to those which govern the Customer's provision of gambling services and products) and/or any Affiliate and/or the Supplier.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day.

"Commencement Date"	has the meaning given in clause 2.2.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 18.9.
"Contract"	the contract between the Customer and the Supplier for the supply of Goods or Services or Software (or any number of these) in accordance with the Order and these Conditions
"control"	means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.
"Customer"	the entity stated next to "Sold To" in the Order.
"Customer Materials"	has the meaning set out in clause 5.3.9.
"Deliverables"	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
"Delivery Date"	the date specified in the Order, or, if none is specified, within 7 days of the date of the Order.
"Delivery Location"	the address for delivery of Goods as may be set out in the Order or otherwise as communicated in writing by Customer to Supplier.
"EU GDPR"	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
"Good Industry Practice"	the exercise of that degree of skill, care, prudence, efficiency, foresight

and timeliness as would be expected from a leading company within the Supplier's industry, profession or trade.

"Goods"

the goods (or any part of them) set out in the Order.

"Goods Specification"

any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

"Intellectual Property Rights"

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Mandatory Policies"

means the Customer's business policies set out on the Customer's website at [\[LINK\]](#) as updated by the Customer from time to time.

"Order"

the Customer's order for the supply of Goods or Services or Software (or any number of these), as set out in the Customer's purchase order form.

"Quotation"	any written quotation or estimate issued by the Supplier to the Customer in relation to the Goods or Services or Software (or any number of these).
"Services"	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
"Service Specification"	the description or specification for Services agreed in writing by the Customer and the Supplier.
"Software"	means any software provided under licence to the Customer, including where this forms part of the Goods or Services.
"Supplier"	the person or firm from whom the Customer purchases the Goods or Services or Software (or any number of these).
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Interpretation:

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

A reference to a party includes its successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** excludes fax but not email.

2. **Basis of contract**

- 2.1. The Quotation constitutes an offer by the Supplier to supply Goods or Services or Software (or any number of these) to the Customer.
- 2.2. The Quotation shall be deemed to be accepted by the Customer in accordance with these Conditions when the Customer issues the Order to the Supplier, at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate including but not limited to any referenced in its order confirmation, order acknowledgement, delivery note, receipt, end user terms, or which are implied by law, trade custom, practice or course of dealing.
- 2.4. All of these Conditions shall apply to the supply of Goods and Services and Software except where the application to just one of these is specified.
- 2.5. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.6. The Supplier acknowledges that the Customer may be entering into the Contract for the benefit of an Affiliate, in which case, such Affiliate shall be entitled to all rights of the Customer under the Contract.

3. **Supply of Goods**

- 3.1. The Supplier shall ensure that the Goods shall:
 - 3.1.1. correspond with their description and any applicable Goods Specification;
 - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 3.1.3. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 24 months after delivery or for any longer period as may be set out in the Quotation or the Order; and
 - 3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3. The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4. If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. **Delivery of Goods**

- 4.1. The Supplier shall ensure that:
 - 4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3. if the Supplier requires the Customer or an Affiliate to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2. The Supplier shall deliver the Goods:
 - 4.2.1. on the Delivery Date;
 - 4.2.2. at the Delivery Location; and
 - 4.2.3. during Business Hours or as instructed by the Customer.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. If the Supplier:

- 4.4.1. delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- 4.4.2. delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.5. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.1.
- 4.6. Title and risk in the Goods shall pass to the Customer on completion of delivery.

5. **Supply of Services**

- 5.1. The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or Service Specification or that the Customer otherwise notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, the Supplier shall:
 - 5.3.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 5.3.2. perform the Services in accordance with Good Industry Practice;
 - 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.4. ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier for a period of 24 months after delivery of the Deliverables or for any longer period as may be set out in the Quotation or the Order;

- 5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- 5.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's or any Customer Affiliates' premises;
- 5.3.9. hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- 5.3.10. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- 5.3.11. comply with any additional obligations as set out in the Service Specification.

6. **Software**

- 6.1. The Supplier shall deliver the Software to the Customer in accordance with the terms of the Order and in accordance with Good Industry Practice.
- 6.2. The Supplier grants to the Customer and its Affiliates and any employees, contractors, agents of the Customer and its Affiliates a non-exclusive perpetual licence to use the Software for any purpose.
- 6.3. The Supplier warrants that the Software:
 - 6.3.1. shall conform in all material respects to its specification and be free from defects for a period of 12 months from delivery of the Software or for any longer period as may be set out in the Order;
 - 6.3.2. shall be free from viruses and other malicious code; and
 - 6.3.3. shall meet any security requirements of the Customer as set out in the Order.

7. Customer remedies

7.1. If the Supplier fails to deliver the Goods or Software by the applicable date or to perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- 7.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 7.1.2. to refuse to accept any subsequent performance of the Services or delivery of the Goods or Software which the Supplier attempts to make;
- 7.1.3. to recover from the Supplier any costs or expenditure incurred by the Customer in obtaining substitute goods or services or software from a third party;
- 7.1.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods or Software that it has not delivered; and
- 7.1.5. to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

7.2. If the Supplier has (i) delivered Goods that do not comply with the undertakings set out in clause 3.1; (ii) supplied Services that do not comply with the requirements of clause 5.3.4, or (iii) delivered Software that does not comply with the requirements of clause 6, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:

- 7.2.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 7.2.2. in the case of the Goods or Software:
 - 7.2.2.1. to reject the Goods or Software (in whole or in part), and in the case of Goods, whether or not title has passed, to return the Goods to the Supplier at the Supplier's own risk and expense;
 - 7.2.2.2. to require the Supplier to repair or replace the rejected Goods or Software, or to provide a full refund of the price of the rejected Goods or Software (if paid);
 - 7.2.2.3. to refuse to accept any subsequent delivery of the Goods or Software which the Supplier attempts to make;

- 7.2.2.4. in the case of Software, to take all the necessary measures to correct or revise any errors or deficiencies in the Software promptly; to implement measures which are required in accordance with Good Industry Practice to prevent such failures in the future; and to inform the Customer of the remedies and measures taken by the Supplier to address any such failure;
 - 7.2.3. in the case of the Services:
 - 7.2.3.1. to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 7.2.3.2. to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 7.2.3.3. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make.
 - 7.2.4. to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods, services or deliverables or software from a third party; and
 - 7.2.5. to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to (i) supply Goods in accordance with clause 3.1; (ii) supply Services in accordance with clause 5.3.4, or (ii) supply Software in accordance with clause 6.
 - 7.3. These Conditions shall extend to any substituted or remedial services or software or repaired or replacement goods supplied by the Supplier.
 - 7.4. The Customer's and any Affiliate of the Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 8. Customer's obligations**
- 8.1. The Customer or any Affiliate of the Customer (as applicable) shall:
 - 8.1.1. provide the Supplier with reasonable access at reasonable times to the Customer's or any Affiliate of the Customer's premises for the purpose of providing the Services; and
 - 8.1.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- 9. Charges and payment**
- 9.1. The price for the 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 in force at the Commencement Date; and
 - 9.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 9.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 9.4. The charges for the Software shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the provision of the Software.
- 9.5. In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. In respect of Software the Supplier shall invoice the Customer as set out in the Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.
- 9.6. In consideration of the supply of Goods, Services or Software (or any number of these) by the Supplier, the Customer shall pay the invoiced amounts within 30 (thirty) days of the end of the month in which the Customer receives a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.7. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued 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 Goods, Services or Software, as applicable, at the same time as payment is due for the supply of the Goods, Services or Software.
- 9.8. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party 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 will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith,

interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.

- 9.9. The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer or any Affiliate of the Customer against any liability of the Customer or any Affiliate of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10. Intellectual property rights

- 10.1. All Intellectual Property Rights in or arising out of or in connection with the Services and Software (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 10.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of the Customer and any or all Affiliates of the Customer receiving and using the Services and the Deliverables.
- 10.3. The Customer may sub-license, assign or otherwise transfer the rights granted in clause 10.2 to its Affiliates, employees, contractors, agents and customers.
- 10.4. The Customer grants the Supplier or shall procure the direct grant to the Supplier of, a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer or an Affiliate of the Customer.
- 10.5. The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer or an Affiliate of the Customer.

11. Indemnity

- 11.1. The Supplier shall indemnify the Customer and its Affiliates against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer, its Affiliates, employees and sub-contractors (each an "**Indemnified Party**"), arising out of or in connection with:
- 11.1.1. any claim made against the Indemnified Party for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, the

receipt, use or supply of the Services (excluding the Customer Materials), or the possession, use, development, modification or maintenance of the Software (or any part thereof);

11.1.2. any claim made against the Indemnified Party by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

11.1.3. any claim made against the Indemnified Party by a third party arising out of or in connection with the supply of the Goods, as delivered, the Software, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11.2. This clause 11 shall survive termination of the Contract.

12. **Insurance**

12.1. During the term of the Contract and for a period of 12 months afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. **Compliance with relevant laws and policies**

13.1. The Supplier acknowledges that the Customer is in the business of providing gambling products and services and subsequently the Supplier's conduct is regulated by regulatory authorities and subject to licensed activities.

13.2. In performing its obligations under the Contract, the Supplier shall:

13.2.1. comply with all Applicable Laws and conduct itself as it were bound by the same licence conditions and subject to the same codes of practice as the Customer; and

13.2.2. comply with the Mandatory Policies.

13.3. The Supplier agrees to comply with any requests for information by the Customer and/or an Affiliate as reasonably required in order for the Customer and/or such Affiliate to comply with the Applicable Laws and/or a request from a regulatory authority or court.

13.4. Breach of this clause 13 shall constitute a material breach of this Contract.

14. Data protection

14.1. Should any personal data be processed by either party under or in connection with the Contract, the parties shall comply with all requirements of Applicable Data Protection Laws.

15. Termination

15.1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

15.1.1. with immediate effect by giving written notice to the Supplier if:

15.1.1.1. there is a change of control of the Supplier;

15.1.1.2. the Supplier commits a breach of clause 13; or

15.1.1.3. the Customer is required to do so for itself or for an Affiliate by a court of competent jurisdiction or any governmental or regulatory authority; or

15.1.1.4. the Supplier acts in any manner which is inconsistent with Applicable Laws, and/or any regulatory requirements or the licensing objectives;

15.1.2. for convenience by giving the Supplier 1 (one) months' written notice.

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

15.2.1. the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

15.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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;

15.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- 15.2.4. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16. **Consequences of termination**

- 16.1. On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.2. Termination or expiry of the Contract shall not affect the parties' rights and remedies (and the rights and remedies of the Customer's Affiliates) that have accrued as at 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.
- 16.3. 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.

17. Confidentiality

- 17.1. Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clauses 17.3 and 17.4.
- 17.2. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 17.3. Each party may disclose the other party's confidential information:
 - 17.3.1. to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; and
 - 17.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 17.4. The Customer may disclose the confidential information of the Supplier to any of its Affiliates and their employees, officers, representatives, contractors, subcontractors and advisors. Each Affiliate shall ensure that its employees, officers, representatives, contractors, subcontractors or advisors to whom it discloses the Supplier's confidential information comply with this clause 17.
- 17.5. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

18. **General**

18.1. **Assignment and other dealings.**

18.1.1. The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

18.1.2. The Supplier shall not assign, transfer, mortgage, charge, 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 Customer.

18.2. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3. **Notices.**

18.3.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

18.3.1.1. 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

18.3.1.2. sent by email to an email address as notified by the party to be served.

18.3.2. Any notice shall be deemed to have been received:

18.3.2.1. if delivered by hand, at the time the notice is left at the proper address;

- 18.3.2.2. 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
 - 18.3.2.3. 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.
- 18.3.3. This clause 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.
- 18.4. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.5. **Waiver.**
 - 18.5.1. Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - 18.5.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.6. **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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.7. **Entire agreement.**
 - 18.7.1. Save for any data sharing agreement which may be in force between the parties, the Contract constitutes the entire agreement between the parties.
 - 18.7.2. Each party acknowledges that in entering into the Contract it does not rely on 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.

18.8. Third party rights.

18.8.1. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, except that any and all Affiliates of the Customer may enforce any and all rights of the Customer under the Contract.

18.8.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person other than Customer and Supplier. No notice of termination shall be required to be given to any Affiliates.

18.9. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

18.10. 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 and Wales.

18.11. Jurisdiction. Each party irrevocably agrees, for the sole benefit of the Customer that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over 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. Nothing in this clause limits the right of the Customer or any of its Affiliates to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18.12. Conflict. If there is an inconsistency or ambiguity between any of these Conditions and an Order, the provisions set out in the Order shall prevail.