

ORDER FORM

**Invoice Company**

Home Office
Marsham Street
London
SW1P 4DF

Invoice Contact

Accounts Payable

0207 035 4848

hosscc.metis.finenquiries@homeoffice.gov.uk

Company Number

N/A

VAT Number

GB 888 8160 61

Payment Terms

30 Days from Invoice Date

PO Number

To Follow

Number Of Users

1

BSI Password Holders

Up to 30

Renewal Company

Home Office
Marsham Street
London
SW1P 4DF

Renewal Contact

[REDACTED]

Contract Number

128178

Subscription Start

1 October 2023

Subscription Length

36 months

Renewal Date

1 October 2026

Quote Valid Until

31 October 2023

Barbour must be notified if there are any changes to either the company or contact details above to ensure all updates, correspondence and invoices are received.

The subscriber commits to 36 months subscription, not to be terminated beforehand by subscriber except for breach starting from the subscription start date.

[REDACTED]

Barbour EHS Limited is part of Marlowe Plc

20 Grosvenor Place, London SW1X 7HN

T +44 (0)845 711 4111

www.barbour-ehs.com

Barbour EHS Ltd place of registration: England and Wales Company number 13425399 Registered office: 20 Grosvenor Place London SW1X 7HN

YEAR 1 SUBSCRIPTION DETAILS

Subscription Services	Licences	Price
Fire Plus	1	
BSI Fire	1	
BSI Member Discount		0
Total Price		

This Order Form and the Barbour Conditions, which are incorporated into this Order Form, together constitute the Agreement. By signing this Order Form, you confirm that you have read and understood both the Order Form and the Barbour Terms and Conditions, and acknowledge and agree to be bound by their terms. The signatory to this Order Form is signing as an authorised signatory of the Subscriber and possesses all necessary power and authority to bind the Subscriber to the Agreement.

Subscriber Signature

PSG Commercial Lead
29 September 2023

Signed for Barbour

New Business Sales Consultant
28 September 2023

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply in these Conditions and in the Order Form:

Affiliate	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;
Applicable Data Protection Laws	means: <ul style="list-style-type: none">(a) if and to the extent the 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) if and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Barbour is subject, which relates to the protection of personal data;
Authorised Users	your employees, agents and independent contractors who are authorised by you to use the Services and the Documentation;
Back-Up Provider	the third party providing the Back-Up Services, being Amazon Web Services as at the Commencement Date or such other back-up provider engaged for the back-up of the Services in the future;
Back-Up Services	the back-up service chosen by Barbour for the Services;
Barbour	Barbour EHS Limited registered with company number 13425399 whose registered office is 20 Grosvenor Place, London SW1X 7HN;
Barbour Resources	has the meaning given to it in clause 6.2;
BSI	British Standards Institution (company number RC000074) a Royal Charter Company;
BSI Content	has the meaning given to it in clause 6.2;

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Hours	09:00 to 17:00 local UK time, each Business Day;
Commencement Date	has the meaning given to it in clause 2.7;
Conditions	these terms and conditions as amended from time to time in accordance with clause 23.6;
Content	means: (i) BSI Content; (ii) FPA Content; (iii) NSAI Content; (iv) Free Content; (v) Other Content; (vi) Barbour Resources;
Contract	the contract between you and Barbour including the order by you and the supply of the Services by Barbour including these Conditions and the Order Form;
Customer	has the meaning given to it on the Order Form;
Customer Cause	any of the following causes: <ul style="list-style-type: none"> (a) any improper use, misuse or unauthorised alteration of the Software by you or the Authorised Users; (b) any use of the Software by you or the Authorised Users in a manner inconsistent with the Documentation; (c) the use by you or the Authorised Users of any hardware or software not or approved by Barbour for use by the you or the Authorised Users in connection with the Software; (d) the use of a non-current version or release of the Software;
Devices	means any PC, laptop, tablet computer (using its web browser) or mobile telephone (using its web browser);
Documentation	the documents made available to you by Barbour online via https://www.barbour.info/ or such other web address notified by Barbour to you from time to time which sets out a description of the Services and the user instructions for the Services;
EU GDPR	the General Data Protection Regulation ((EU) 2016/679);

Fault	failure of the Software to operate in all material respects in accordance with the Documentation;
FPA	means the Fire Protection Association registered with company number 03806681 whose registered office is London Road, Moreton In Marsh, Gloucestershire GL56 0RH;
FPA Content	has the meaning given to it in clause 6.2;
Free Content	has the meaning given to it in clause 6.2;
Free Content Providers	those third parties who provide the Free Content;
Hosting Provider	the third party providing the Hosting Services, being Amazon Web Services as at the Commencement Date or such other hosting provider engaged for the hosting of the Services in the future;
Hosting Services	the internet hosting service chosen by Barbour for the Services;
Initial Subscription Term	the initial term of the Contract as set out in the Order Form commencing on the Commencement Date;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;
NSAI	the National Standards Authority of Ireland;
NSAI Content	has the meaning given to it in clause 6.2;
Order	your order for the Services as set out in the Contract;
Order Form	the order form to which these Conditions are appended;

Other Content	has the meaning given to it in clause 6.2;
Other Content Providers	third parties who provide Barbour with guides, documents and materials (in electronic or hard copy form) being parties other than BSI, the FPA, the NSAI and the Free Content Providers as may be updated and listed on the platform from time to time provided as part of the Services;
Out-of-scope Support Services	has the meaning given to it in clause 8.6;
Purpose	the purposes for which personal data is processed, as set out in clause 16.8.1;
Renewal Period	the period described in clause 3.1;
Services	the subscription services provided by Barbour to you under the Contract to provide you with access to the online platform which Barbour uploads the Content to via https://www.barbour.info/ or any other website notified to you by Barbour from time to time as more particularly described in the Documentation;
Software	the online software applications provided by Barbour as part of the Services;
Subscription Fees	the subscription fees as set out on the Order Form;
Subscription Term	has the meaning given to it in clause 3.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
Support Request	a request made by you to Barbour in accordance with clause 8.4 for support in relation to the Software;
Support Services	maintenance of the then-current version or release of the Software but excluding any Out-of-scope Support Services;
Third Party Content	has the meaning given to it in clause 6.2;
Third Party Content Providers	means BSI, the FPA, NSAI, the Free Content Providers and the Other Content Providers;

UK GDPR	has the meaning given to it in the Data Protection Act 2018;
User Subscriptions	the user subscriptions purchased by you pursuant to clause 12.1 which entitle Authorised Users to access and use the Services, the Content and the Documentation in accordance with the Contract;
Virus	any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
Your Data	the data inputted by you, Authorised Users, or Barbour on your behalf for the purpose of using the Services or facilitating your use of the Services.

- 1.2 Clause headings shall not affect the interpretation of the Contract.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a statute or statutory provision is a reference to such statute or 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, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference to **you** and/or **your** (as the context requires) in these Conditions shall be deemed to refer to the Customer.
- 1.8 In these Conditions, **termination** shall mean **termination** or **expiry** as appropriate.

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

2. **OUR CONTRACT WITH YOU**

2.1 These Conditions apply to the Contract and to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Any demos, descriptive matter or advertising issued by Barbour are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.

2.3 The Services are designed for use by businesses, not consumers. You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business and are not dealing with Barbour as a consumer.

2.4 These Conditions and the Contract are made only in the English language.

2.5 You should print a copy of these Conditions or save them to your computer for future reference.

2.6 Your Order constitutes an offer by you to purchase the Services in accordance with these Conditions. You are responsible for ensuring that the terms of the Order Form are complete and accurate.

2.7 The Order shall only be deemed to be accepted when Barbour issues a written acceptance of the Order, at which point the Contract shall come into existence (**Commencement Date**).

2.8 As soon as reasonably practicable after the Commencement Date, Barbour shall provide you with the user names and temporary passwords for the Authorised Users.

2.9 Barbour shall procure that each Authorised User changes their temporary password to a secure password as soon as reasonably practicable after receiving the temporary password from Barbour.

3. **COMMENCEMENT AND TERM**

3.1 The Initial Subscription Term shall commence on the Commencement Date.

3.2 Unless terminated earlier in accordance with clause 21 or this clause 3, the Contract shall continue for the Initial Subscription Term and thereafter, the Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

3.2.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

3.2.2 otherwise terminated in accordance with the provisions of the Contract,

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

4. **SERVICES**

4.1 Barbour shall, during the Subscription Term, provide the Services and make available the Documentation to you on and subject to these Conditions.

4.2 Barbour shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance and unscheduled maintenance, provided that Barbour has used reasonable endeavours to give you notice of such maintenance in advance where reasonably practicable.

4.3 It is acknowledged and agreed that planned maintenance, unplanned maintenance, patches and updates may be subcontracted by Barbour.

5. **USER SUBSCRIPTIONS**

5.1 Subject to you purchasing the User Subscriptions in accordance with clause 7.4 and clause 12.1, the restrictions set out in this clause 5 and the other Conditions, Barbour hereby grants to you a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services, the Content and the Documentation during the Subscription Term solely for your internal business operations.

5.2 In relation to the Authorised Users, you undertake that:

5.2.1 the maximum number of Authorised Users that you authorise to access and use the Services and the Documentation shall not exceed the number of User Subscriptions you have purchased from time to time;

5.2.2 you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; and

5.2.3 each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential.

5.3 You will not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:

5.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

5.3.2 facilitates illegal activity;

5.3.3 depicts sexually explicit images;

5.3.4 promotes unlawful violence;

5.3.5 is discriminatory based on a protected characteristic under the Equality Act 2010; or

5.3.6 is otherwise illegal or causes damage or injury to any person or property,

and Barbour reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.

5.4 You will not:

5.4.1 attempt to upload any documents or data to the platform provided as part of the Services;

5.4.2 except as may be allowed by any applicable law which is incapable of exclusion by contract between the parties and except to the extent expressly permitted under the Contract:

5.4.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

5.4.2.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

5.4.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

- 5.4.4 use the Services and/or Documentation to provide services to third parties;
 - 5.4.5 subject to clause 23.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; and/or
 - 5.4.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5.
- 5.5 It is acknowledged and agreed that only Authorised Users are permitted to view and download the Content.
- 5.6 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Content and/or the Documentation and, in the event of any such unauthorised access or use, you will promptly notify Barbour.
- 5.7 The rights provided under this clause 5 are granted to you only and shall not be considered granted to any of your subsidiaries or holding companies.

6. CONTENT

- 6.1 The Order Form sets out the number of User Subscriptions you have for each element of the Content.
- 6.2 The following table sets out the definitions of each element of the Content offered by Barbour:

Barbour Resources	guides, documents and materials (in electronic or hard copy form) provided to you as part of the Services which have been created by or are proprietary to Barbour;
BSI Content	guides, documents and materials (in electronic or hard copy form) produced by BSI and provided to you as part of the Services;
FPA Content	guides, documents and materials (in electronic or hard copy form) produced by FPA and/or the Risk Authority and provided to you by Barbour as part of the Services;
Free Content	guides, documents and materials (in electronic or hard copy form) produced by government bodies and provided to you by Barbour as part of the Services;
NSAI Content	guides, documents and materials (in electronic or hard copy form) produced by NSAI and provided to you by Barbour as part of the Services;

Other Content	guides, documents and materials (in electronic or hard copy form) produced by Other Content Providers and provided to you by Barbour (as sublicensor or agent (as the context requires)) as part of the Services;
Third Party Content	means the BSI Content, the FPA Content, the NSAI Content, the Free Content and the Other Content.

6.3 In respect of the BSI Content:

- 6.3.1 Barbour acts as BSI's agent in the distribution of the BSI Content that is owned by BSI;
- 6.3.2 if you are registered as a member with BSI, you may be entitled to discounted rates in respect of the Subscription Fees;
- 6.3.3 it is acknowledged and agreed that you and your Authorised Users agree to BSI's terms and conditions in respect of the BSI Content (as may be updated and amended from time to time); and
- 6.3.4 the acknowledgement and agreement given in clause 6.3.3 is deemed to be repeated on each occasion you or your Authorised Users download the BSI Content using the Services.

6.4 In respect of the FPA Content:

- 6.4.1 Barbour acts as the FPA's sublicensor in respect of the FPA Content;
- 6.4.2 it is acknowledged and agreed that you and your Authorised Users agree to the FPA's terms and conditions (if any) as may be updated and amended from time to time in respect of the FPA Content;
- 6.4.3 the acknowledgement and agreement in clause 6.4.2 is deemed to be repeated on each occasion you or your Authorised Users download the FPA Content using the Services; and
- 6.4.4 as part of the Services, you will get a complimentary membership with the FPA and the FPA will contact you in order to arrange the membership.

6.5 In respect of the NSAI Content:

- 6.5.1 Barbour acts as the NSAI's agent in the distribution of the NSAI Content;
- 6.5.2 it is acknowledged and agreed that you and your Authorised Users agree to the NSAI's terms and conditions (if any) as may be updated and amended from time to time in respect of the NSAI Content; and

- 6.5.3 the acknowledgement and agreement in clause 6.5.2 is deemed to be repeated on each occasion you or your Authorised Users download the NSAI Content using the Services.
- 6.6 You shall and shall procure that the Authorised Users comply with any obligations imposed by Third Party Content Providers from time to time (including agreeing to any Third Party Content Providers' terms and conditions) in respect of your or an Authorised User's use of the Third Party Content during the Subscription Term.
- 6.7 You shall not be entitled to modify, reproduce, reconstitute, distribute, copy, transfer, licence, lease, give, download (except in accordance with these Conditions), decompile, reverse engineer, disseminate, publish, assign (whether directly or indirectly or by operation of law), transmit, scan, publish on a network or otherwise disclose or make the Content available to others.
- 6.8 You and your Authorised Users must not remove any, logos, proprietary legends, copyright notices and/or watermarks from the Third Party Content.
- 6.9 You are entitled to download, modify and reproduce the Barbour Resources including removing any logo, proprietary legends, copyrights notices and/or watermarks (subject to you complying with Barbour's written instructions from time to time in respect of such modification and/or reproduction).
- 6.10 Notwithstanding anything in these Conditions, it is acknowledged that Third Party Content is provided by Third Party Providers.

7. ADDITIONAL USER SUBSCRIPTIONS

- 7.1 Subject to clause 7.2 and clause 7.4, you may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in your order and Barbour shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of the Contract.
- 7.2 If you wish to purchase additional User Subscriptions, you will notify Barbour in writing. Barbour shall evaluate such request for additional User Subscriptions and respond to you with approval or rejection of the request. Where Barbour approves the request, Barbour shall activate the additional User Subscriptions as soon as reasonably practicable following its approval of your request and provide you with usernames and temporary passwords for the additional User Subscriptions.
- 7.3 As soon as reasonably practicable after the activation date in respect of additional User Subscriptions, Barbour shall provide you with the user names and temporary passwords for the Authorised Users.

7.4 If Barbour approves your request to purchase additional User Subscriptions, you will, within 30 days of the date of Barbour's invoice, pay to Barbour the Subscription Fees in respect of such additional User Subscriptions, if such additional User Subscriptions are purchased by you part way through the Initial Subscription Term or any Renewal Period (as applicable), the Subscription Fees in respect of such additional User Subscriptions shall be pro-rated from the date of activation by Barbour for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

8. SUPPORT SERVICES

8.1 During the Subscription Term, Barbour shall perform the Support Services during Business Hours.

8.2 As part of the Support Services, Barbour will repair all faults as soon as reasonably practicable after receiving a request by assigning its development team to such faults. It is acknowledged and agreed that Barbour does not guarantee any fix or resolution time.

8.3 If you and/or the Authorised Users experience technical difficulties when using the Services, before issuing a Support Request, you and/or the Authorised Users shall seek to resolve the issue:

8.3.1 internally with your IT team and, if applicable, IT support providers; and

8.3.2 by consulting the user guides and manuals produced by Barbour in connection with the Software.

8.4 Provided that you and/or Authorised Users have complied with clause 8.3, if you are still experiencing technical difficulties with the Software, you may request the Support Services by way of a Support Request and the provisions of clause 8.5 to clause 8.8 (inclusive) shall apply.

8.5 You acknowledge that, to properly assess and resolve Support Requests, it may be necessary to permit Barbour direct access to your files, equipment and personnel and you shall provide such access promptly.

8.6 You acknowledge that Barbour is not obliged to provide the following **Out-of-scope Support Services**:

8.6.1 any support provided by Barbour in connection with any apparent problem regarding the Software reasonably determined by Barbour not to have been caused by a Fault, but rather by a Customer Cause or a cause outside Barbour's control (including any investigational work resulting in such a determination); and/or

8.6.2 any support Barbour provides that in Barbour's reasonable discretion is set out in Barbour's user manuals or guides for the Services.

8.7 Barbour may reasonably determine that any Support Services are Out-of-scope Services. If Barbour makes any such determination, it shall promptly notify you of that determination.

8.8 The provision of Support Services is on a remote, off-site basis (such as over the telephone or by e-mail) within the Subscription Term shall be included in the Subscription Fees but Barbour reserves the right to charge a reasonable fee for:

8.8.1 the Out-of-scope Services; and/or

8.8.2 if you and/or Authorised User fails to comply with clause 8.3 before issuing a Support Request.

9. **THIRD PARTY WEBSITES**

9.1 For the avoidance of doubt, this clause 9 applies to third party websites. It does not apply to Third Party Content made available as part of the Services.

9.2 You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that you do so solely at your own risk.

9.3 Barbour makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by you, with any such third party.

9.4 Any contract entered into and any transaction completed via any third party website is between you and the relevant third party and not Barbour. Barbour recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Barbour does not endorse or approve any third party website nor the content of any of the third party website made available via the Services.

10. **BARBOUR'S OBLIGATIONS**

10.1 Barbour undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

10.2 The undertaking at clause 10.1 shall not apply if and to the extent that any non-conformance is caused by use of the Services contrary to Barbour's instructions, or modification or alteration of the Services by any party other than Barbour or Barbour's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, Barbour will, at its expense, use all reasonable endeavours to correct any

such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 10.1. Notwithstanding the foregoing, Barbour:

- 10.2.1 does not warrant that your use of the Services will be uninterrupted or error-free;
- 10.2.2 does not warrant that the information obtained by you through the Services will meet your requirements; and
- 10.2.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

10.3 You acknowledge and agree that Barbour may at any time remove your access to any Content including where it is out of date, updated or removed from any licence granted to Barbour.

11. YOUR OBLIGATIONS

11.1 You will:

- 11.1.1 provide Barbour with:
 - 11.1.1.1 all necessary co-operation in relation to the Contract;
 - 11.1.1.2 all necessary access to such information as may be required by Barbour;in order to provide the Services, including Your Data, security access information and configuration services;
- 11.1.2 ensure that the terms of your Order are complete and accurate;
- 11.1.3 cooperate with Barbour in all matters relating to the Services;
- 11.1.4 without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to your activities under the Contract;
- 11.1.5 carry out all of your other responsibilities set out in the Contract in a timely and efficient manner and in the event of any delays in your provision of such

assistance as agreed by the parties, Barbour may adjust any agreed timetable or delivery schedule as reasonably necessary;

11.1.6 ensure that the Authorised Users use the Services and the Documentation in accordance with these Conditions and shall be responsible for any Authorised User's breach of the Contract;

11.1.7 ensure that your network and systems operate with appropriate and up to date internet browsers; and

11.1.8 be entirely responsible for the connection from your Devices to the internet when accessing the Services.

11.2 For the avoidance of doubt, all acts and omissions of Authorised Users in connection with the Services, the Content and/or the Barbour Resources shall be deemed to be your acts and omissions and you are solely responsible for the same.

11.3 It is acknowledged and agreed that you are solely responsible for the appropriate use, revision and customisation of the Content for your own internal business purposes and for configuring your own information technology (hardware and software) and platforms in order to access the Services.

12. CHARGES AND PAYMENT

12.1 You will pay the Subscription Fees to Barbour for the User Subscriptions in accordance with this clause 12 and the Order Form.

12.2 The Order Form will set out the method of payment and the terms of payment.

12.3 ~~Barbour reserves the right to increase the Subscription Fees on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index.~~ **NOT USED**

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12.4 For any failed or cancelled payments of the Subscription Fees, Barbour may charge you an administration fee of £20.00.

12.5 If Barbour has not received payment in accordance with the Order Form, and without prejudice to any other rights and remedies of Barbour:

12.5.1 Barbour may, without liability to you, disable your password, account and access to all or part of the Services and Barbour shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid;

12.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of the Bank of England

base rate set on 1 January and 1 July each year, commencing on the due date and continuing until fully paid, whether before or after judgment; and

- 12.5.3 Barbour may charge its fixed and reasonable costs incurred in connection with the recovery of any payment it has not received (in accordance with the Late Payment of Commercial Debts (Interest) Act 1998).

- 12.6 All amounts and fees stated or referred to in the Contract:

12.6.1 shall be payable in pounds sterling;

12.6.2 are, subject to clause 20.5, non-cancellable and non-refundable; and

12.6.3 are exclusive of value added tax (unless expressly stated otherwise), which shall be added to Barbour's invoice(s) or charged to your card (as the context requires) at the appropriate rate.

- 12.7 Barbour shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon at least 40 days' prior written notice to you.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 You acknowledge and agree that Barbour and/or its licensors own all Intellectual Property Rights in the Services, the Content and the Documentation. Except as expressly stated herein, the Contract does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Content and/or the Documentation.

- 13.2 Barbour confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

- 13.3 Barbour may from time to time include open source software (as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)) in the Software so long as it ensures that it complies with the relevant licence terms for the open source software. In the event that the inclusion breaches the licence agreement of the open source software, Barbour shall at its sole cost amend the Software so that it complies with the open source software licence terms.

14. INDEMNITY

- 14.1 Barbour will indemnify you against an amount equal to:

14.1.1 all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that you do or will incur or suffer; and

14.1.2 all claims or proceedings made or brought or threatened against you by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses you do or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with actual or alleged infringement of a third party's Intellectual Property Rights arising out of your use of the Services.

14.2 You shall be under an obligation to mitigate, or procure the mitigation of, any of the losses, liabilities, costs, damages and expenses to which the indemnity in clause 14.1 applies.

14.3 If any third party makes a claim, or notifies an intention to make a claim, against you which may reasonably be considered likely to give rise to a liability under the indemnity in clause 14.1 (**Claim**), you shall:

14.3.1 as soon as reasonably practicable, give written notice of the Claim to Barbour, specifying the nature of the Claim in reasonable detail;

14.3.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Barbour; and

14.3.3 be deemed to have given Barbour sole authority to avoid, dispute, compromise or defend the Claim.

14.4 The indemnity in clause 14.1 shall not cover you for a Claim, if and to the extent it results from your negligence or wilful misconduct.

14.5 If your use of the Services becomes or, in the reasonable opinion of Barbour, is likely to become, the subject of any Claim, Barbour may:

14.5.1 replace all or part of the Services with functionally equivalent software or documents (as applicable) without any charge to you;

14.5.2 modify the Services as necessary to avoid such claim, provided that the Services (as amended) functions in materially the same way as the Services before modification; and/or

14.5.3 procure for you a licence from the relevant claimant to continue using the Services.

15. **YOUR DATA**

15.1 You will own all right, title and interest in and to all of Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of Your Data.

15.2 Barbour shall follow its archiving procedures for Your Data as set out in its back-up policy as may be notified to you from time to time. In the event of any loss or damage to Your Data, your sole and exclusive remedy against Barbour shall be for Barbour to use reasonable endeavours to restore Your Data that is lost or damaged from the latest back-up of Your Data maintained by Barbour in accordance with the archiving procedure described in its back-up policy. Barbour shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by Barbour to perform services related to maintenance and back-up of Your Data for which it shall remain fully liable).

16. DATA PROTECTION

16.1 For the purposes of this clause 16 the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meanings given to them in the UK GDPR.

16.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 16.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.

16.3 The parties have determined that, for the purposes of the Applicable Data Protection Laws, Barbour shall act as a data controller and shall process the personal data set out in clause 16.4 to provide the Services.

16.4 The following provisions set out the scope, nature and purpose of processing by Barbour, the duration of the processing and the types of personal data and categories of data subject:

Description	Details
Subject matter of the processing	The subject matter of the Processing is the performance of the core Services pursuant to the Contract. The content of the Processing, the types of Personal Data Processed and the categories of Data Subjects concerned by the Processing are further detailed below.
Duration of the processing	The processing will occur for the term of the Contract plus 4 years retention after the Contract is terminated.
Nature and purposes of the processing	The nature of processing is collection, recording, organisation, storage,

	adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure and destruction of data (whether or not by automated means). Purpose of processing is to enable Barbour to supply specialist information around EHS including regulatory guidance to its users.
Type of personal data	Personal data held includes: <ul style="list-style-type: none"> • Name • Company Name • Company Address • Company Phone Number (sometimes mobile number) • Job Title • Company Email • Position within the Organisation. • User viewing records
Categories of data subject	Data subjects to include: Employees, customers/clients and suppliers

- 16.5 Clause 16.4 sets out the scope, nature and purpose of processing by Barbour, the duration of the processing and the types of personal data and categories of data subject.
- 16.6 Should the determination in clause 16.3 change, then the parties shall work together in good faith to make any changes which are necessary to this clause 16.
- 16.7 Without prejudice to the generality of clause 16.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Barbour and lawful collection of the same by Barbour for the duration and purposes of the Contract.
- 16.8 Without prejudice to the generality of clause 16.2 Barbour shall, in relation to personal data :
- 16.8.1 process personal data only on your documented instructions, which shall be to process personal data for the purposes set out in clause 16.4, unless Barbour is required by Applicable Data Protection Laws to otherwise process personal data and where Barbour is relying on Applicable Data Protection

Laws as the basis for processing personal data , Barbour shall notify you of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit Barbour from so notifying you on important grounds of public interest (Barbour shall inform you if, in the opinion of Barbour, your instructions infringe Applicable Data Protection Laws);

- 16.8.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data ;
 - 16.8.3 ensure that any personnel engaged and authorised by Barbour to process personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 16.8.4 assist you insofar as is possible (taking into account the nature of the processing and the information available to Barbour), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 16.8.5 notify you without undue delay on becoming aware of a personal data breach involving personal data ;
 - 16.8.6 at your written direction, delete or return personal data and copies thereof to you on termination of the Contract unless Barbour is required by Applicable Data Protection Laws to continue to process personal data and for the purposes of this clause 16.8.6, personal data shall be considered deleted where it is put beyond further use by Barbour; and
 - 16.8.7 maintain records to demonstrate its compliance with this clause 16.
- 16.9 You hereby provide your prior, general authorisation for Barbour to transfer personal data outside of the UK as required for the Purpose, provided that Barbour shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, you shall promptly comply with any reasonable request of Barbour, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).
- 16.10 Barbour confirms that it has entered or (as the case may be) will enter into a written agreement with:

16.10.1 the Hosting Provider substantially on the Hosting Provider's standard terms of business;

16.10.2 the Back-Up Provider substantially on the Back-Up Provider's standard terms of business; and

16.10.3 Salesforce, Inc. substantially on Salesforce, Inc.'s standard terms of business,

and Barbour confirms that those standard terms and conditions reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.

16.11 If Barbour wishes to appoint any third party processor of personal data other than:

16.11.1 the Hosting Provider for the Hosting Services ,

16.11.2 the Back-Up Provider for the Back-Up Services; or

16.11.3 Salesforce, Inc. for subscription management and backup services,

it must first obtain your written consent (such consent not to be unreasonably withheld or delayed). Where consent is provided, Barbour will enter into a written agreement with the third party which shall reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.

16.12

16.13 You hereby provide your prior, general authorisation for Barbour to provide Your Data and personal data to the Third Party Content Providers.

16.14 Either party may, at any time on not less than 30 days' notice, revise clause 16 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

17. **CONFIDENTIALITY**

17.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information and all information of a confidential nature, concerning the business, affairs, other customers, clients or suppliers of the other party or of any Affiliate except as permitted by clause 17.2.

17.2 Each party may disclose the other party's confidential information:

- 17.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract and each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information materially comply with this clause 17; and
- 17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 No party shall use any 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.
- 17.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.
- 17.5 You acknowledge that details of the Services and the results of any performance tests of the Services, constitute Barbour's confidential information.
- 17.6 Barbour acknowledges that Your Data constitutes your confidential information.
- 18. **DISCLAIMERS**
- 18.1 You acknowledge that the Services and the Content are provided to you by Barbour on an "as is" basis.
- 18.2 You accept responsibility for the selection of the Services and the Content to achieve your intended results and acknowledge that the Services and the Content have not been developed to meet your individual requirements.
- 18.3 You acknowledge and agree that Barbour:
 - 18.3.1 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 18.3.2 shall not be prevented from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to the Services provided under the Contract.
- 18.4 In respect of Third Party Content, Barbour expressly excludes all warranties, conditions or terms express or implied, statutory or otherwise including:

- 18.4.1 any warranty in respect of title of the Third Party Content;
 - 18.4.2 that the use of the Third Party Content will not infringe any Intellectual Property Rights of any other person;
 - 18.4.3 that the Third Party Content will be of satisfactory quality or fitness for any particular purpose; or
 - 18.4.4 that the material forming part of the Third Party Content is accurate, complete or error free.
- 18.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 18.6 Barbour will not be liable for any loss or damage caused by a distributed denial-of-service attack, Virus or other technologically harmful material that may infect your or an Authorised User's computer equipment, computer programs, data or other proprietary information due to your or an Authorised User's use of the Services or due to you downloading any Content.
- 18.7 Barbour gives no warranty that the means of delivering the Content and/or the Services are compatible with the configuration of your own information technology (hardware and software) or platforms.
- 18.8 Barbour has the right to amend the specification of the Services and/or any of the Content made available as part of the Services at any time.

19. **RELATIONSHIPS**

- 19.1 It is acknowledged and agreed that:
- 19.1.1 any Content shall not constitute legal advice; and
 - 19.1.2 the parties to the Contract are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Conditions or the Contract.

20. **LIMITATION OF LIABILITY**

- 20.1 Nothing in the Contract limits or excludes liability for:
- 20.1.1 death or personal injury caused by the negligence of a party, its officers, employees, contractors or agents;

- 20.1.2 fraud or fraudulent misrepresentation; and/or
- 20.1.3 any other liability which cannot be limited or excluded by applicable law.
- 20.2 Nothing in the Contract excludes or limits liability in respect of:
 - 20.2.1 your payment obligations under the Contract;
 - 20.2.2 either party's deliberate default;
 - 20.2.3 your failure or any Authorised Users failure to comply with your confidentiality obligations under clause 17;
 - 20.2.4 Barbour's failure to comply with its confidentiality obligations under clause 17;
 - 20.2.5 any claim Barbour receives from Third Party Content Providers including in respect of you and/or an Authorised User failing to comply with clause 6.6; and
 - 20.2.6 your obligations under clause 11.2.
- 20.3 Barbour accepts no liability to you in respect of any modification and/or reproduction carried out by you or your Authorised Users in accordance with clause 6.9.
- 20.4 Except as expressly set out in clause 20.1, neither party shall be liable to the other whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract for:
 - 20.4.1 loss of anticipated savings;
 - 20.4.2 loss of profits or revenue;
 - 20.4.3 loss of sales or business;
 - 20.4.4 loss of agreements or contracts;
 - 20.4.5 loss of business opportunity;
 - 20.4.6 loss of or damage to goodwill or reputation;
 - 20.4.7 loss of use of or corruption of data, software or information; and/or
 - 20.4.8 any indirect or consequential loss.
- 20.5 Except as expressly set out in clause 20.1, each party's total liability to the other, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract or any collateral contract, shall be limited to four times the annual Subscription Fees (calculated as at the Commencement Date).

20.6 Subject to clause 20.3 and clause 20.5, Barbour assumes liability to you for sums paid to Barbour by you pursuant to the Contract, in respect of any Services not provided to you in accordance with the Contract.

20.7 Nothing in this clause 20 shall restrict or limit either party's general obligation at law to mitigate a loss or liability that they may suffer or incur under the Contract.

21. TERMINATION

21.1 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:

21.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

21.1.2 the other party commits a material breach of any other 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;

21.1.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

21.1.4 the other party takes any step or action in connection with regard to 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 if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

21.1.5 the other party takes any step or action in connection with it applying to court for, or, obtaining a moratorium under Part A1 of the Insolvency Act 1986;

21.1.6 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

21.1.7 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.

21.2 Without affecting any other right or remedy available to it, ~~either party~~ Barbour may terminate the Contract on giving you not less than 30 days' written notice.

- 21.3 On termination of the Contract for any reason:
- 21.3.1 all licences granted under the Contract shall immediately terminate and you will immediately cease all use of the Services, the Content (excluding the Free Content) and/or the Documentation;
 - 21.3.2 each party shall return and make no further use of any documentation and other items (and all copies of them) belonging to the other party;
 - 21.3.3 except as required by law or for regulatory compliance, you shall delete (meaning put beyond use) all copies of the Content (excluding any Free Content and Content that is publicly available);
 - 21.3.4 Barbour may destroy or otherwise dispose of any of Your Data in its possession unless Barbour receives, no later than ten days after the effective date of the termination of the Contract, a written request for the delivery to you of the then most recent back-up of Your Data and in such case, Barbour shall use reasonable endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that:
 - 21.3.4.1 at that time you have paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination);
 - 21.3.4.2 you pay all reasonable expenses incurred by Barbour in returning or disposing of Your Data;
 - 21.3.5 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect;
 - 21.3.6 you shall immediately pay to Barbour any sums due to Barbour under the Contract; and
 - 21.3.7 any rights, remedies, obligations or 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 shall not be affected or prejudiced.
- 21.4 If Barbour terminates the Contract in accordance with clause 21.2, it shall refund to you any Subscription Fees paid in advance as at the date of termination.

22. **FORCE MAJEURE**

22.1 **Force Majeure Event** means any circumstance not within Barbour's reasonable control including:

- 22.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 22.1.2 epidemic or pandemic (including COVID-19);
- 22.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 22.1.4 nuclear, chemical or biological contamination or sonic boom;
- 22.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- 22.1.6 collapse of buildings, fire, explosion or accident;
- 22.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 22.1.8 general unavailability of the internet;
- 22.1.9 non-performance by suppliers or subcontractors; and
- 22.1.10 interruption or failure of utility service.

22.2 If Barbour is prevented, impeded, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, Barbour shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

22.3 The provisions of this clause 22 shall apply whether or not a Force Majeure Event was foreseeable.

23. **GENERAL**

23.1 Except as set out in the Contract, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

23.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous contracts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 23.3 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.
- 23.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 23.5 Nothing in the Contract shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 23.6 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.7 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 23.8 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 23.8 shall not affect the validity and enforceability of the rest of the Contract.
- 23.9 Except as set out in clause 23.10, 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 23.10 It is acknowledged and agreed that the Third Party Content Providers shall be entitled to enforce clause 6.6.
- 23.11 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 23.12 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 23.13 Notice given under the Contract shall be in writing, sent to such addresses as may be notified by the parties from time to time and shall be delivered personally, sent by email or sent by pre-paid, first-class post or recorded delivery.
- 23.14 A notice is deemed to have been received:
- 23.14.1 if delivered personally, at the time of the delivery;
 - 23.14.2 in the case of email, 09:00 the Business Day following transmission;
 - 23.14.3 in the case of airmail, five Business Days following posting; or
 - 23.14.4 in the case of prepaid first class post or recorded delivery two Business Days from the date of posting.
- 23.15 To prove service, it is sufficient to prove that the notice was transmitted by email, to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed.
- 23.16 The provisions of clause 23.13 to clause 23.15 (inclusive) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
24. **GOVERNING LAW AND JURISDICTION**
- 24.1 The 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 the law of England and Wales.
- 24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

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