



10-DEC-2024

Dear Sir, Madam,

Annual price adjustment and updated terms and conditions

We are writing to inform you of upcoming changes to our contract, including an adjustment to our rates and important updates to our terms and conditions.

[Redacted text block containing several lines of blacked-out information]

Separately, to ensure our rates reflect industry standards and inflation, **an adjustment to contract rates will take effect on 1 January 2025. The new fees are in the table below:**

[Redacted table content]

New terms and conditions

To further support consistent quality and best-in-class service, we are also implementing updates to our terms and conditions, effective 1 January 2025. Key changes include:

Remote/virtual audits: We reserve the right to conduct remote or virtual audits where applicable, in line with accreditation rules and relevant data consent requirements, to ensure we can both meet your needs as quickly as possible and reduce impact on the environment.

Purchase order submissions: In line with industry best practice, purchase orders must be submitted prior to booking an audit to improve scheduling and delivery.

Annual management fee: [Redacted text block]

For full details, please review the enclosed terms and conditions document by 1 January 2025. By continuing to use our services after this date, you will be acknowledging your acceptance of the updated terms.

Next steps



To ensure all parties are prepared and to help avoid any potential invoicing questions, please notify relevant stakeholders within your organisation of these changes. Should you have any questions, our team is available to assist through the MyLRQA client portal or use the webchat feature to connect with our Client Success team.

Thank you for your continued trust in LRQA. We look forward to advancing our partnership and achieving even greater success together.

Sincerely,

Luis Cunha

Assessment Managing Director

LRQA

client.support@lrqa.com

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LRQA Terms and Conditions:

Schedule1

1.Services

- 1.1 The Services provided to the Client under this Agreement shall be carried out in accordance with the applicable accreditation standards and mandatory documents, under the relevant accreditation and Product Scheme(s). To provide assurance and a Certificate of Approval against an accredited scope, it is understood that these rules are not capable of amendment by the Parties and that the Accreditation Bodies position is unassailable.
- 1.2 The Client will be subject to monitoring by the Supplier (or any Supplier Party) to ensure full compliance with the relevant accreditation standards applicable to the Product Scheme against which certification is sought. The relevant accreditation body may attend a Client site during a Supplier assessment, surveillance or re-certification visit, at their absolute discretion, to witness an audit.
- 1.3 Visit Durations The visit durations are based on the requirements of the accreditation mandatory document(s) for the duration of audits and other related accreditation guidelines. Any increases or reduction in duration to the maximum permitted are made using the factors permitted by these documents.
- 1.4 Detailed Justification An explanation of the factors used to determine the assessment duration will be provided in the Stage 1 assessment visit report after completion of on-site/remote verification of the information provided by you.
- 1.5 Certificate Renewal Visit Prior to any certificate being renewed we are required to check whether the conditions present that enabled us to certify the system remain compliant. It is imperative that the re-certification visit is arranged in good time ahead of the date upon which the certificate expires to ensure that you have the opportunity to rectify any non-conformities that may have been introduced into your processes in the intervening period are resolved before the expiry of the certificate. We will confirm to you the estimated duration of re-certification visits at the time of the surveillance visit.
- 1.6 Audit Report and Certificates [REDACTED]
- 1.7 Accreditation Mark Costs [REDACTED]
- 1.8 Short Notice Visits Sometimes you need to make changes to your management systems and sometimes you need to do this at short notice. Similarly, issues with your systems may have been raised with the accreditation body who may deem it necessary for us to check whether your certification remains valid. In such circumstances we will use reasonable endeavours to attend site quickly (and may be required to do so unannounced if the accreditation body rules dictate this). The chargeable rates for such visits will be the day rate applicable at the time of the visit.
- 1.9 Use of Information and Communication Technology We will, wherever possible, use Information and Communication Technology (ICT) for auditing and assessment purposes in line with IAF MD4. The use of ICT will be based on the specific scheme and accreditation rules applicable at the time as well as the system and site performance information available to the auditor.
- 1.10 Accreditation Body Witness Audits One of the rules of the accreditation body is that they may, at their absolute discretion, attend site with our auditors to witness the audit process. If they inform us of their intention to attend, we will of course let you know in good time.



2. Client Obligations

2.1 To enable the Supplier (or any Supplier Party) to provide the Services, and for the Client to maintain the Certification of Approval, the Client shall:-

- (i) co-operate in all matters relating to the Services;
- (ii) provide the Supplier (or any Supplier Party) with access to the site, people, information and facilities necessary to provide the Services;
- (iii) permit publication of the Certification(s) of Approval granted (unless prohibited by the Accreditation Body);
- (iv) where necessary, obtain and maintain all necessary licences and consents (including in relation to data protection) with all Relevant Laws in relation to the Services and the use of the Client's equipment;
- (v) maintain its management system(s) in compliance with the relevant accreditation and Product Scheme standards;
- (vi) comply with the Suppliers rules governing use of its management system, Product Schemes' marks and Accreditation Body marks;
- (vii) ensure all documents, information and material made available by the Client to the Supplier (or any Supplier Party) do not infringe or constitute an infringement of any patent, copyright, trademark, trade secret, licence or other Intellectual Property rights or proprietary rights of any third party;
- (viii) provide the Supplier Personnel (or any Supplier Party personnel) with a safe system of work, advising in advance of any personal protective equipment required for a particular site or environment, or to provide such specialist equipment for their use (in the latter case giving appropriate advance notice such that a risk assessment can be undertaken); and
- (ix) inform the Supplier (or any Supplier Party) of any situation or circumstance which would mean that its management system may fall below the standard required by the relevant criteria against which they are being assessed, as part of the certified management systems audit. The Supplier (or Supplier Party) will review this information and may recommend additional verification activities to confirm continued compliance with the certified management systems. The Supplier is obliged under accreditation scheme rules to suspend or withdraw Certificates of Approval where the Client fails to demonstrate that it continues to meet the relevant standard.

3. Services Specific Information

- 3.1 The Supplier (or Supplier Party) shall use reasonable endeavours to carry out the Services with the skill and care of a competent certification body and in accordance with the relevant accreditation scheme rules and good industry practice.
- 3.2 The Supplier (or Supplier Party) shall deliver the Services using such methods as it shall deem suitable, on a case-by-case basis, having regard to relevant trade custom, usage or practice, professional industry standards, directives given by competent authorities and applicable law. The visit durations are based on the requirements of the accreditation mandatory document(s) for the duration of audits and other related accreditation guidelines. Any increases or reduction in duration to the maximum permitted are made using the factors permitted by these documents. The Supplier will provide an explanation of the factors used to determine the assessment duration in the stage 1 assessment visit report.
- 3.3 The Supplier shall endeavour to provide the Services in accordance with any agreed dates, but for the avoidance of doubt such dates shall be estimates only and time shall not be of the essence.
- 3.4 Prior to any certification renewal, the Supplier (or Supplier Party) is required to carry out a re-certification visit to verify the conditions (that enabled the Supplier to certify the Client's management systems) remain compliant. Any re-certification visit must be arranged by the Client in no later than three (3) months ahead of the date upon which the current certification period expires.
- 3.5 Details of any non-conformances identified during an assessment, surveillance, or re-certification visit, will be issued to the Client. An additional in person follow up visit or remote off-site review will be carried out by the Supplier to verify the corrective actions have been taken, such reviews or visits will be at the discretion of the Supplier and will be carried out in accordance with best practice and in accordance with the accreditation and scheme rules and applicable guidance notes. The Supplier may suspend or withdraw a Certificate of Approval in the event the non-conformances remain unresolved. The Supplier will determine, in its absolute discretion if a remote or in-person review is appropriate. All additional in person follow up visits or remote off-site reviews will be charged in accordance with Schedule 2 (Pricing).
- 3.6 It is for the Client to exercise its own independent judgement with regard to the use of the Deliverables and any other information provided by the Supplier (or any Supplier Party) and for any action, decision or reliance undertaken by the Client or any third party on the basis of the Deliverables or such other information provided by the Supplier (or any Supplier Party). For the avoidance of doubt, neither the Supplier (or any Supplier Party) or any of its affiliates or group companies warrants

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the quality, outcome, effectiveness or appropriateness of any decision taken by the Client or any third party on the basis of the point in time audit, continual surveillance nor the production of the Deliverables produced in the delivery of the Services under this Agreement.

- 3.7 The Deliverables are given only in relation to the data provided by the Client to the Supplier (or any Supplier Party), prior to the performance of the Services. The Supplier (or any Supplier Party) shall not be held liable for any error, omission, or inaccuracy in the Deliverables to the extent that the Supplier (or any Supplier Party) has been given erroneous or incomplete information by the Client. The Supplier (or any Supplier Party) is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received, except when required by law.
- 3.8 The Deliverables reflect the findings of the Supplier (or any Supplier Party) at the time of performance of the Services only. The Supplier (or any Supplier Party) shall have no obligation to update the Deliverables after issuance, except as otherwise stated in this Agreement.
- 3.9 The Supplier will use suitably qualified and competent personnel to deliver the Services. For the avoidance of doubt, the Supplier is not obliged to deploy specific personnel in the delivery of the Services under this Agreement.
- 3.10 The Client acknowledges that in the interests of health and safety, the Supplier grants each Supplier Party and Supplier Personnel with a 'stop work authority' permitting them to stop work and leave site at their sole discretion, if they have concerns of any nature in respect of health and safety and the Client agrees that no liability of the Supplier (or any Supplier Party) shall arise from the exercise of such discretion, but that payment for such visit shall remain due to the Supplier by the Client.
- 3.11 Notwithstanding any other provision of this Agreement, the Supplier (or any Supplier Party) shall not be obliged to provide Services if it considers that it would be placed (or payment thereof would place it) in breach of any applicable international sanctions or trade restrictions, or any sanctions imposed by the United Kingdom or the United States of America or applicable in any country in which this Agreement is entered into or the Services are being delivered. The Supplier (or any Supplier Party) reserves the right to exercise its right to refuse the acceptance of any such nomination or request made under this Agreement (or otherwise) at its own discretion and will not be liable for any losses whatsoever the Client may incur as a result of such refusal.

4. Certificates of Approval and Complaints

- 4.1 The Certificate of Approval is valid from the original date of issue and will continue for a period until the expiration of the valid period indicated under the Certificate of Approval (subject to the findings from subsequent visits), provided that the certified management systems remain compliant.
- 4.2 The Certificate of Approval remains the property of the Supplier. In the event of the approval lapsing or being withdrawn, it is the responsibility of the Client to destroy the Certificate of Approval and any electronic or hard copies thereof and to remove references to it from its hard and soft copy communications, including social media and any internet sites.
- 4.3 The Certificate of Approval is issued by the Supplier, and except as provided otherwise in this Agreement, is intended for the exclusive use of the Client and shall not be modified, copied or replicated for distribution to any other person or entity.
- 4.4 The Supplier is required to investigate reported breaches of any management system it certifies. In the event of such a report, the Supplier will investigate, and if non-conformities are discovered, will proceed with one or more of the following actions:
 - (i) leave the Certificate of Approval in place, on condition that corrective actions are taken and verified within a specified time frame;
 - (ii) suspend its approval and require corrective action to be implemented within a specified time frame;
 - (iii) withdraw its approval and the Certificate of Approval, if the non-conformity has not been corrected and verified within the specified time frame; and/or
 - (iv) withdraw the Certificate of Approval in the event of complaints of a serious nature, where corrective actions have not been specified or are deemed inappropriate or incapable of implementation within an acceptable timeframe;

For the avoidance of doubt in the event of any withdrawal of the Certificate of Approval by the Supplier for any of the reasons

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noted above, the Supplier shall bear no liability to the Client or any third party.

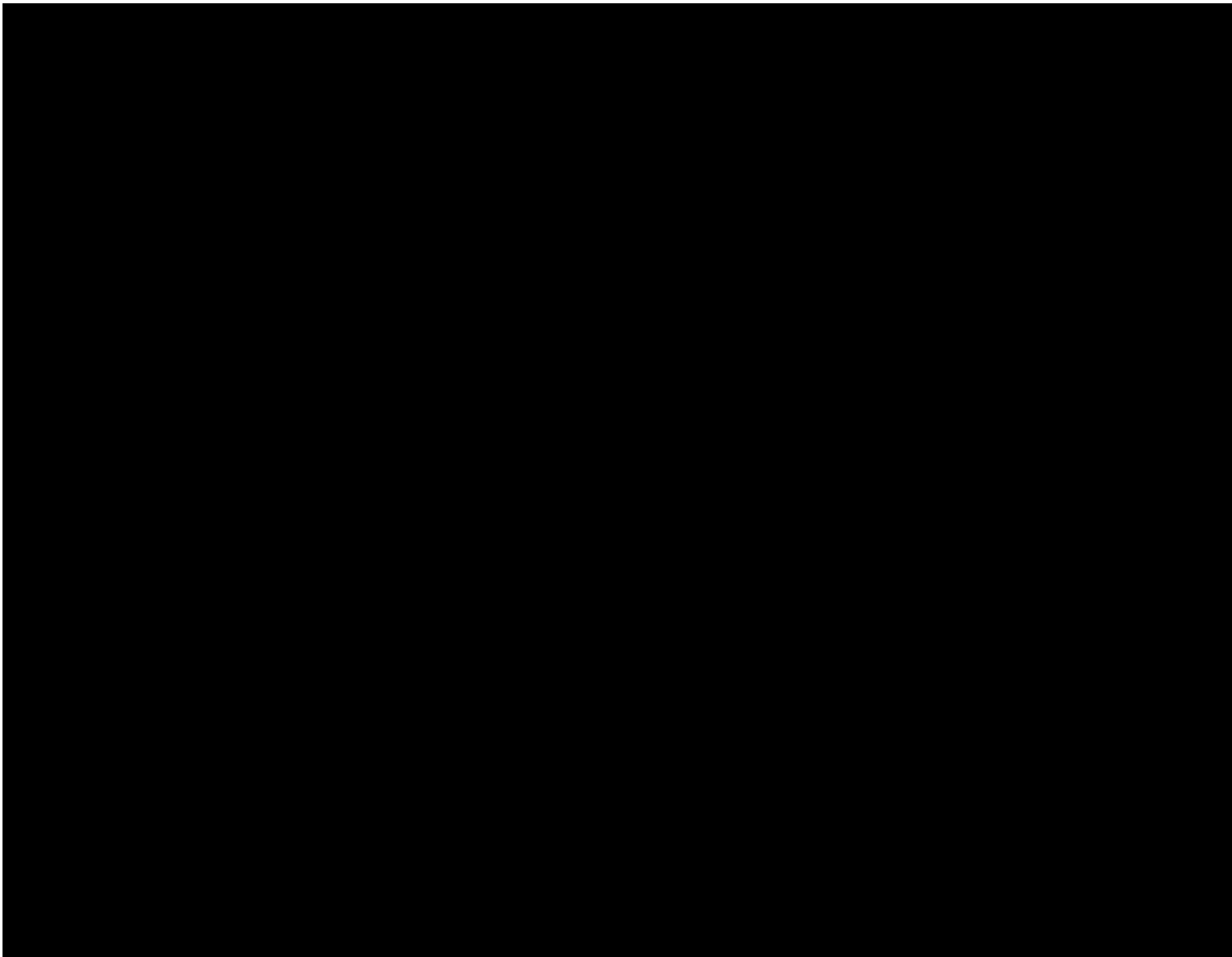
5.Remote/Virtual Audits

- 5.1 The Supplier (or any Supplier Party) may provide some or all of the Services remotely by electronic or any other means, which may include, but not be limited to, video, conferencing, sensors, drones, satellites and cameras. In the event the Client requests in person site visits, in excess of what the Supplier has recommended, the Supplier will endeavour to oblige, provided the Client accepts the requisite increase in the Price for the Services.
- 5.2 The Client acknowledges that personal data (including personal images) are likely to be collected under these circumstances and confirms that it has obtained all necessary consents under applicable law to allow the Supplier (or any Supplier Party) to process the images and sounds collected during the provision of Services.

Schedule 2

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The Client and the Supplier each being a **Party** and together the **Parties**.

Whereas

(A) The Supplier is a certification service provider.

(B) The Client wishes to engage the Supplier to supply the Services, as set out in Schedule 1 (Services).

It is agreed.

1.DEFINITIONS AND INTERPRETATION

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1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the following meanings:

"Accreditation Body"	If applicable, means the authoritative body that grants accreditation under which the Supplier performs the Services.
"Agreement"	means these terms and conditions together with any Schedules, as each may be amended from time to time, in accordance with the provisions stated herein.
"Annual Management Fee"	means a mandatory, annual fee payable by the Client to support the processing, maintenance and costs associated with the certification, excluding any Supplier (or any Supplier Party) visit to a Client's site.
"Business Day"	means a day other than a Saturday, Sunday or public holiday.
"Certificate of Approval"	means the certificate/statement issued by the Supplier confirming that an verification/audit has been passed for a product, service or process.
"Client Data"	means any data, documents, text, drawings, diagrams, images (together with any database made up of any of those), embodied in any medium supplied to the Supplier (or any Supplier Party) by or on behalf of the Client, or which the Supplier (or any Supplier Party) is required to collect, generate, process, store or transmit pursuant to this Agreement (or otherwise receives in connection with providing the Deliverables), including all modifications, additions and developments made to any of those items written instructions, document samples and information provided to the Supplier (or any Supplier Party) by the Client, during the performance of the Services.
"Confidential Information"	means all and any non-public information disclosed , by one Party to the other Party including, but not necessarily limited to, data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, , commercial, legal, financial marketing or technical information.
"Deliverables"	means without limitation, all documents, Assurance Statement/Certificates of Approval assurance, reports, and outputs from the Services, created or provided by the Supplier (or any Supplier Party) in relation to the performance of the Services that the Supplier has agreed to deliver to the Client pursuant to this Agreement.
"Day Rate"	means the day rate charged by the Supplier for the Services and Deliverables.
"Expenses"	means travel costs, subsistence and accommodation at cost, plus 10% administration fee.
"Force Majeure Event"	means an event beyond the reasonable control of the Supplier (or any Supplier Party), including, failure of a utility service or transport network, general failure of underlying internet infrastructure, act of God, fire, flood, storm war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction.
"Hourly Rate"	means the hourly rate charged by the Supplier for the Services and Deliverables.
"Intellectual Property"	means all patents, copyright and related rights, trademarks, logos, service marks, trade dress, business and domain names, rights in trade or get-up, rights in goodwill or to sue for passing off, , database rights, , moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights.
"Price"	means the price payable by the Client to the Supplier for the Services and Deliverables, the Product Scheme Fee, the Annual Management Fee, travel time and overtime in accordance with Schedule 2 (Pricing).
"Product/Program Scheme"	If applicable, means the product or program specific set of requirements that the Client's certification/assurance programs/verification is assessed against.
"Prohibited Act"	means; (a) the offering, promising, giving, accepting or soliciting of an advantage. Reward or gratuity as an inducement for an action in connection with the Deliverables which is illegal, unethical or a breach of trust (b) the establishment of accounting practices and corporate entity structures that implicitly or explicitly result in tax evasion or facilitate tax evasion (c) engaging in any activity, practice or conduct that would constitute modern slavery, or (d) a failure to comply with all Relevant Laws.
"Product Scheme Fee"	If applicable, means the mandatory, scheme fee, charged to the Supplier annually for each

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	applicable product and contract by the Scheme Owners and passed through to the Client.
"Relevant Laws"	means any laws, regulations, and codes which relate to (a) anti-bribery and/or anti-corruption, (b) anti-slavery or servitude, anti-forced or compulsory labour and/or anti human trafficking, or (c) anti-tax evasion.
"Supplier Party"	means Supplier, any contractor or sub-contractor of the Supplier and Supplier Personnel.
"Supplier Personnel"	means any employee employed or engaged by the Supplier (or any Supplier Party), including as engaged via an employment business or employment agency who is providing the Services and Deliverables.
"Taxes"	means any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including VAT.
"Services"	means the assurance/certification service, covering audit and verification/certification services against an appropriate recognised specification or part thereof, to be performed by the Supplier for the Client under this Agreement and in accordance with Schedule 1 (Services) of this Agreement.

1.2 In this Agreement:

- 1.2.1 words and expressions that are defined in a Schedule will have the same meaning when used in the rest of this Agreement.
- 1.2.2 references to clauses are to the clauses of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule to this Agreement.
- 1.2.3 headings are for information only and shall not affect the interpretation of this Agreement.
- 1.2.4 references to any statute or statutory provision will include any subordinate legislation made under it and include such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.2.5 any words following the words include, includes, including, in particular or any similar words or expressions will be construed without limitation and will not limit the meaning of the words preceding them.
- 1.2.6 references to in writing or written are to communication effected by post and email, to an agreed email or postal address.

2.DURATION AND APPOINTMENT

- 2.1 This Agreement shall commence (or deem to have commenced) on the Effective Date and continue until terminated under clause 10 (Termination).
- 2.2 The Client appoints the Supplier to provide the Services on the terms of this Agreement.

3. SERVICES/DELIVERABLES

The Supplier (or any Supplier Party) will deliver the Services and Deliverables in accordance with Schedule 1 (Services) of this Agreement.

4.PAYMENT

Payment for the Services and any other charges will be in accordance with Pricing Schedule.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Each Party exclusively owns all rights to Intellectual Property it has created whether before or after the Effective Date of the Agreement.
- 5.2 The names, service marks, trademarks and copyrights of the Supplier and its affiliates shall not be used or reproduced by the

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Client, without the prior written approval of the Supplier, and then only in the manner prescribed by the Supplier.

6. PROHIBITED ACTS

- 6.1 The Parties will comply (and have policies and procedures in place to ensure compliance) with all Relevant Laws.
- 6.2 The Supplier shall be entitled to terminate this Agreement if a Prohibited Act is committed, and the Client will not be entitled to claim compensation or any other remuneration from the Supplier.
- 6.3 The Client shall indemnify the Supplier against any liability arising out of or in connection with a breach of this clause 6.

7. INSURANCE

The Parties shall affect and maintain in force, with a reputable insurance company, insurance policies as required by law.

8. INDEMNITIES AND LIABILITIES

- 8.1 The Supplier's total aggregate liability towards the Client, for any and all loss or damage arising under or in connection with this Agreement and any Services delivered, whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 3 (three) times the Price paid by the Client to the Supplier.
- 8.2 The Client shall indemnify the Supplier (or any Supplier Party) and its affiliates in respect of any and all losses or claims made against the Supplier as a result of misuse by the Client of any statement, endorsement, approval, Certificate or license to use an accreditation mark that may be granted by the Supplier under this Agreement.
- 8.3 Neither Party shall be liable in contract, tort (including negligence), strict liability for any indirect, special or consequential loss, or any loss of profits or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages, howsoever caused, regardless of whether any such losses were foreseeable by the parties at the time of entering into this Agreement
- 8.4 Nothing in this Agreement will exclude or limit the liability of the Parties for death or personal injury caused by negligence and fraud or fraudulent misrepresentation, by it or its employees.
- 8.5 This clause 8 shall survive termination of this Agreement.

9. DATA PROTECTION

- 9.1 Subject to clause 9.4 neither Party shall disclose or use for any purpose whatsoever any Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Services, without the prior written consent of the disclosing Party. This confidentiality undertaking shall not apply to any information which:
 - 9.1.1 is publicly available or becomes publicly available through no act of the receiving Party.
 - 9.1.2 was in the possession of the receiving Party prior to its disclosure.
 - 9.1.3 is disclosed to the receiving Party by a third party which did not acquire the information under an obligation of confidentiality.
 - 9.1.4 is required to be disclosed to an accreditation body or under the rules of an accreditation scheme, in each case where applicable to the Services.
- 9.2 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all applicable data privacy laws and regulations and shall complete a data privacy schedule, detailing any personal data, to be processed where necessary.
- 9.3 The Client agrees that the Supplier (or any Supplier Party) may retain on record, contact details provided by the Client for the purpose of managing the relationship, this Agreement. and the certification, and in order to comply with the applicable law and obligations owed to the accreditation body.

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9.4 The Supplier reserves the right to collect, collate and use aggregated, anonymised data deriving from the Services, including data/reports which constitutes Confidential Information, for the purposes of conducting its own business, statistical analysis, benchmarking, trending, training, research, establishing the best practices for audits and testing in the industry and education, so long as no use of the Confidential Information or reports, in the aggregate, shall allow the identification of the Client, or a third party subject to the Services, or disclosure of particular Client-identifiable Confidential Information.

10. TERMINATION

10.1 Without limiting or affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other if it:

- 10.1.1 commits a material breach of any term of the Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days.
- 10.1.2 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors; or
- 10.1.3 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 10.1.4 fails to pay an invoice by the Due Date.

10.3 In the event that the Client refuses to pay any increase in the Prices levied under paragraph 4.3 of Schedule 2 to this Agreement then the Supplier may terminate this Agreement upon giving 3 months notice in writing.

10.4 Following termination of this Agreement, the Certificate of Approval may no longer be used or publicly displayed by the Client from the date of termination. The Client will (unless it makes alternative arrangements) not be entitled to claim that its management systems are certified.

10.5 Termination of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination. Any provision of this Agreement that expressly or by implication is intended to continue in force on or after termination of the Agreement shall remain in full force and effect.

11. FORCE MAJEURE

11.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (other than the obligation to make payments of sums due to the other Party):

- 11.1.1 the Force Majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations to the other Party explaining the causes and demonstrating diligence used to remove or mitigate the effects of such Force Majeure.
- 11.1.2 the obligations under the Agreement shall be suspended under the cessation of the Force Majeure, which shall be notified in writing.

11.1 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder, resulting directly or indirectly from an act or event of Force Majeure. If the disability continues for more than fifteen (15) days, then the affected Party will have the right to terminate this Agreement without incurring any liability whatsoever.

12. GENERAL

12.1 **Assignment and subcontracting:** The Supplier at its sole discretion may assign, transfer its rights and obligations or delegate performance of all or a portion of the Services under this Agreement, subject to compliance with the requirements of any applicable accreditation scheme where relevant, to an affiliate or subcontractor of the Supplier without notice to the Client and the Client hereby consents to such delegation.

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- 12.2 **Severance:** If a court or any other competent authority finds that any provision (or part of a provision) of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. The validity and enforceability of the remainder of the Agreement shall be unaffected.
- 12.3 **Variation and waiver:** Except as set out in this Agreement and the Schedules, any variation, including the introduction of any additional terms and conditions, to this Agreement shall only be binding when agreed in writing and signed by the Supplier.
- 12.3.1 A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 12.3.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other rights or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.4 **Third party rights:** A person not a party to this Agreement shall not have any rights under/in connection with it.
- 12.5 **Governing law and Jurisdiction:** This Agreement, 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 according to the law of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.6 **No partnership:** Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No party shall have authority to act as an agent for, or to bind, the other Party in any way.
- 12.7 **Notices:** Any notice or other communication given to a Party under or in connection with this Agreement shall:
- 12.7.1 be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business or sent by email to the address specified in Schedule 1 (Services).
- 12.7.2 shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address, (ii) 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 (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 12.8 **Entire Agreement:** The Parties agree that this Agreement constitutes the entire agreement between them. Any samples, drawings, descriptive matter, illustrations, and advertising by the Supplier or contained in the Supplier's websites, catalogues or brochures are issued and/or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of this Agreement or have any contractual force.
- 12.9 **Disputes and Complaints :** In the event that any claim or dispute arises out of or in connection with the Agreement, the Parties shall, following service of written notice by one Party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the Parties may otherwise agree in writing