

Copyright licence and update services agreement

1. This agreement is made up of the following:


(a) the Cover Sheet in Part A; and

(b) the Terms and Conditions in Part B.

PART A: Cover Sheet

Effective Date:	[06/03/2020]
Licensee Name:	██████████
Licensee Address:	██████████ ██████████
Licensor:	Mobile Office Ltd (Company number: 9733155)
Licensor's address:	██████████
Agreed Consultant:	██████████
Agreed Consultancy Days:	10 days per annum (7 hours per day) Year 1
Initial Fee:	£11,000 (excluding VAT)
Term:	4 years commencing on the Effective Date.
Territory:	The United Kingdom

Copyright licence and update services agreement

Signed by 

Position

For and on behalf of Mobile Office Ltd

Dated:

Signed by HM Revenue & Customs

Position

For and on behalf of the Licensee

Dated:

Copyright licence and update services agreement

PART B: Terms and Conditions

This licence is dated 06/03/2020.

PARTIES

(1) Mobile Office Ltd (Company number: 9733155) of [REDACTED] (“the Licensor”); and

(2) [HMRC] of [ADDRESS] (“the Licensee”)

each a “party”, together “the parties” to this Licence.

BACKGROUND

- (A) The Licensor, as a result of extensive research and practical business experience has developed the Works (as defined below) and owns all intellectual property rights in the Works.
- (B) The Licensee wishes to receive and the Licensor is willing to grant to the Licensee a licence on the terms and conditions set out in this agreement to reproduce and use the Works in connection with training and informational activities for its Employees.

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement.

Definitions

1.1 The following definitions shall apply to this agreement:

Copyright: means all copyright and rights in the nature of copyright subsisting in the Works in any part of the world to which the Licensor is, or may become, entitled.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Effective Date: has the meaning set out in the cover sheet at Part A.

Employees: means any persons employed or engaged wholly or mainly to work within the Licensee's organisation, including any employees, officers, consultants or agents of the Licensee.

EIR or EIRs: means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act.

Licensee: has the meaning set out in the cover sheet at Part A.

Licensors: has the meaning set out in the cover sheet at Part A.

Licensed Material: the Licensees own training materials, instructions, guidance and literature and related text and audio visual and electronic materials, in which the Works or any material part of the Works including altered or adapted versions of the Works, have been reproduced pursuant to clause 2.1(a).

Term: has the meaning set out in the cover sheet at Part A.

Territory: has the meaning set out in the cover sheet at Part A.

VAT: value added tax or any equivalent tax chargeable in the UK.

Works: the well working instructional, information guidance, policies and procedures and all related literature, documents, text and audio visual and electronic materials together with any additions and modifications of such materials as may be provided by the Licensors to the Licensee from time to time.

Interpretation

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.

- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender and the neuter.
- 1.9 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended, consolidated, or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax, email, typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed according.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 If there is any conflict or ambiguity between the terms in the Cover Sheet and the Terms and Conditions, a term contained in the Cover Sheet shall have priority over one contained in the Terms and Conditions

2. Grant

- 2.1 The Licensor hereby grants to the Licensee a non-exclusive licence under the Copyright to do the following acts in the Territory for the Term of this agreement, subject to, and in accordance with, the terms of this agreement:
- (a) to reproduce the Works;
 - (b) to amend, adapt and develop the Works within its own Licensed Materials;
 - (c) to distribute the Works and the Licensed Materials to the Employees; and
 - (d) to utilize the Works and the Licensed Materials for the purposes of informing training and advising its Employees.

2.2 The Licensee shall not:

- (a) sell the Works or the Licensed Materials;
- (b) permit anyone other than the Employees to use the Works or the Licensed Materials; or
- (c) do or omit to do anything to diminish the rights of the Licensor in the Copyright or the Works, nor assist any other person to do so, either directly or indirectly.
- (d) undertake training or distribution of the Licensed Materials in, or specifically aimed at, any person other than their Employees.

2.3 The Licensee shall:

- (a) only make use of the Copyright for the purposes authorised in this agreement; and
- (b) comply with all regulations and practices in force or use in the Territory to safeguard the Licensor's rights in the Copyright.

3. Quality control and branding

3.1 In order to preserve the accuracy, spirit, character and dignity of the Works, the Licensee shall consult the Licensor as to any proposed alteration or amendment to the content of the Works in the Licensed Materials other than the addition its own branding and Marks, and shall not distribute such amended material unless the Licensor has approved it in writing and such approval shall not be unreasonably withheld.

3.2 The Licensee shall procure that all Licensed Materials distributed by them be marked with a notice in the following terms, which notice, on the Licensed Materials, shall appear at the end of the Works unless otherwise specified by the Licensor in writing:

“© Copyright Mobile Office Limited [YEAR OF FIRST PRODUCTION].”

3.3 The Licensee shall, at the Licensee's own expense, before beginning to distribute the Licensed Materials under this agreement provide prototype samples of the Licensed Materials to the Licensor for the Licensor's prior written approval and such approval shall not be unreasonably withheld.

3.4 The Licensee may add its own branding to the Licensed Product without the prior consent of the Licensor.

4. Compliance

4.1 Each party shall, in exercising its rights and performing its obligations under this agreement comply with all applicable laws, statutes and regulations including all applicable laws, statutes and regulations on;

- (a) anti-slavery and human trafficking;

- (b) health and safety;
- (c) equality and diversity;
- (d) data protection legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679), the Law Enforcement Directive ((EU) 2016/680), the Data Protection Act 2018 and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data; and
- (e) the Bribery Act 2010.

5. Confidentiality

- 5.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after the expiry or termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, nor any of the terms of this agreement, except as permitted by clause 5.2 or 5.3.
- 5.2 Each party may disclose the other party's confidential information:
 - (a) to its Employees or legal 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 this agreement. Each party shall procure that its Employees or legal advisers to whom it discloses the other party's confidential information comply with the obligations set out in this clause 5 as if they were a party to this agreement; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this agreement.
- 5.4 The parties acknowledge that the Licensee may be required to disclose information in accordance with the FOIA or the EIRs and that the Licensee shall have absolute discretion to determine whether any such information is exempt from disclosure in accordance with FOIA and EIRs.

6. Fees

- 6.1 On or before the Effective Date the Licensee shall pay to the Licensors the Initial Fee.
- 6.2 All payments made by the Licensee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Licensors, the Licensee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply in question, provided that the Licensors shall have delivered a valid VAT invoice in respect of such VAT to the Licensee. If the Licensee fails to comply with its obligations under this clause, it shall additionally pay all interest

and penalties, which thereby arise to the Licensor. If any VAT invoice is delivered to the Licensee after the relevant payment has been made, the Licensee shall pay the VAT due within five Business Days of the Licensor delivering a valid VAT invoice.

- 6.3 All fees and other sums payable under this agreement shall be paid free and clear of all deductions and withholdings unless the deduction or withholding is required by law. If any deduction or withholding is required by law the Licensee shall pay to the Licensor such sum as will, after the deduction or withholding has been made, leave the Licensor with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 6.4 Fees and any other sums payable under this agreement shall be paid in sterling to the credit of a bank account to be designated in writing by the Licensor.
- 6.5 In the event of any delay in paying any sum due under this agreement by the due date, the Licensee shall pay to the Licensor interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.
- 6.6 The provisions of this clause 6 shall remain in effect notwithstanding termination or expiry of this agreement until the settlement of all subsisting claims by the Licensor.

7. Protection of the Copyright

- 7.1 Each party shall immediately notify the other in writing giving full particulars if any of the following matters come to its attention:
- (a) any actual, suspected or threatened infringement of the Copyright;
 - (b) any claim made or threatened that the Works infringe the rights of any third party; or
 - (c) any other form of attack, charge or claim to which the Copyright may be subject.
- 7.2 In respect of any of the matters listed in clause 7.1:
- (a) the Licensor shall, at his absolute discretion, decide what action to take, if any;
 - (b) the Licensor shall have exclusive control over, and conduct of, all claims and proceedings;
 - (c) the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that he may reasonably require in the conduct of any claims or proceedings; and
 - (d) the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for his own account.

7.3 The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

8. Moral rights

8.1 The Licensor, being the sole author of the Works, asserts the Licensor's moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the Works.

9. Liability and indemnity

9.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this agreement.

9.2 Subject to clause 9.3, the Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses suffered by the Licensor to the extent they arise directly out of:

- (a) the Licensee's exercise of its rights granted under this agreement;
- (b) the Licensee's breach or negligent performance or non-performance of this agreement, including any Materials liability claim relating to Licensed Materials manufactured, supplied or put into use by the Licensee;
- (c) the enforcement of this agreement; or
- (d) any claim made against the Licensor by a third party for death, personal injury or damage to property to the extent that they arise directly out of or in connection with defective Licensed Materials, to the extent that the defect in the Licensed Materials is directly attributable to the acts or omissions of the Licensee.

For avoidance of doubt, the Licensee will only indemnify the Licensor under this clause for direct costs, expenses, damages and losses the Licensor has suffered to the extent that they are as a direct result of that Licensee's acts or omissions.

9.3 Each party's aggregate liability (including any liability under clause 9.2) for all claims, costs, expenses, losses and damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement, (but excluding claims losses or damages in respect of clause 2.2 or 2.3) shall be limited to the Initial Fee.

9.4 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

9.5 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

10. Additional Licensor obligations

- 10.1 The Licensor shall provide additional assistance and guidance to the Licensee on the content use and development of the Works in the first contract year for up to a maximum of the Agreed Consultancy Days. Such Agreed Consultancy Days shall be provided by any of the Agreed Consultants or such alternative consultant agreed to in writing by the Licensor.

11. Sub-licensing

The Licensee shall not grant sub-licences under this agreement.

12. Assignment and other dealings

- 12.1 The Licensee shall not assign, transfer, mortgage, charge, sub-license, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Licensor.
- 12.2 The Licensor may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and / or obligations under this agreement.

13. Duration and termination

- 13.1 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 13, for the Term when it shall expire automatically without notice.
- 13.2 Without affecting any other right or remedy available to it, the Licensor may terminate this agreement with immediate effect by giving written notice to the Licensee if:
- (a) the Licensee fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
 - (b) the Licensee commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so.

14. Consequences of termination and expiry

- 14.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:
- (a) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
 - (b) all rights and licences granted pursuant to this agreement shall cease;

- (c) the Licensee shall cease to make any use of the Copyright save as set out in this clause;
- (d) the Licensee shall return promptly to the Licensor at the Licensee's expense all records and copies of any information of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this agreement, to the extent such material remains confidential; and
- (e) within 60 days after the date of termination the Licensee shall promptly destroy or, if the Licensor shall so elect, deliver, at the Licensee's expense, to the Licensor or any other person designated by the Licensor, all units of the Licensed Materials provided that the place of delivery is an address in England.

14.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect including clause 5 (confidentiality) clause 9 (Liability and indemnity), and this clause 14.

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

15. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

16. Waiver

No party shall be deemed to have waived any of its rights or remedies provided under this agreement unless such waiver is in writing and signed by the waiving party. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Entire agreement

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

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

18. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Severance

19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

19.2 If any provision or part-provision of this agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Counterparts

20.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

20.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

21. Third party rights

21.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. No partnership or agency

22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 15 days' written notice to the affected party.

24. Notices

24.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to a named addressee.

24.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by fax or email, at 9.00 am on the next Business Day after transmission.

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

25. Inadequacy of damages

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone may be an adequate remedy for any breach of the terms of this agreement by them. Accordingly the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

26. Multi-tiered dispute resolution procedure

26.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the director of the Licensor and the Head of HMRC Health Safety and Wellbeing of the Licensee shall attempt in good faith to resolve the Dispute;
- (b) if the director of the Licensor and the Head of HMRC, Health, Safety and Wellbeing of the Licensee are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Deputy Director, HMRC Employee Relations, Policy and Wellbeing of the Licensee who shall attempt in good faith to resolve it with the director of the Licensor; and
- (c) if the director of the Licensor and the Deputy Director, HMRC Employee Relations, Policy and Wellbeing of the Licensee are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 30 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 15 days after the date of the ADR notice.

26.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 28 which clause shall apply at all times.

26.3 If the Dispute is not resolved within 40 days after service of the ADR notice, either party fails to participate or ceases to participate in the mediation before the expiry of that 40 day period, or the mediation terminates before the expiry of that 40 day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 28 in this Agreement.

27. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Annex 1

LICENSEE'S MANDATORY TERM

1. Charges, Payment and Recovery of Sums Due

- 1.1. The Charges for the Services shall be as set out in Part A Cover Sheet and shall be the full and exclusive remuneration of the Licenser in respect of the supply of the Services. Unless otherwise agreed in writing by the Licensee, the Charges shall include every cost and expense of the Licenser directly or indirectly incurred in connection with the performance of the Services.
- 1.2. The Licenser shall invoice the Licensee as specified in the Agreement. Each invoice shall include such supporting information required by the Licensee to verify the accuracy of the invoice ("Supporting Documentation"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.
- 1.3. To facilitate payment, the Licenser shall use an electronic transaction system chosen by the Licensee and shall:
 - register for the electronic transaction system in accordance with the instructions of the Licensee;
 - allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;
 - designate a Licenser representative as the first point of contact with the Licensee for system issues; and
 - provide such data to the Licensee as the Licensee reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.
- 1.4. The Licensee has implemented its electronic transaction system (myBUY). Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause shall be submitted by the Licenser, as directed by the Licensee from time to time via myBUY.
- 1.5. The Licenser acknowledges and agrees that should it commence Services without a Purchase Order Number:
 - the Licenser does so at its own risk; and
 - the Licensee shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Licenser.
- 1.6. The Licensee shall regard an invoice as valid only if it complies with the provisions of this Clause. The Licensee shall promptly return any non-compliant invoice to the Licenser and the Licenser shall promptly issue a replacement, compliant invoice.
- 1.7. In consideration of the supply of the Services by the Licenser, the Licensee shall pay the Licenser the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.

- 1.8 If there is a dispute between the Parties as to the amount invoiced, the Licensee shall pay the undisputed amount. The Licensor shall not suspend the supply of the Services unless the Licensor is entitled to terminate the Agreement for a failure to pay undisputed sums.
- 1.9 If a payment of an undisputed amount is not made by the Licensee by the due date, then the Licensee shall pay the Licensor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 1.10 If any sum of money is recoverable from or payable by the Licensor under the Agreement (including any sum which the Licensor is liable to pay to the Licensee in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Licensee from any sum then due, or which may come due, to the Licensor under the Agreement or under any other agreement or contract with the Licensee. The Licensor shall not be entitled to assert any credit, set-off or counterclaim against the Licensee in order to justify withholding payment of any such amount in whole or in part.