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The Order Confirmation (Business to Business)

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Met Office Order Reference: L5135 Order Date: 04/12/2019

Customer Details

Name and Address: Invoice Address:

DWP Children, Families & Disadvantage

Directorate: Social Fund Policy

Level 1, Kings Court

80 Hanover way

Sheff ield

S3 7UF

D W P , Operational Excellence Directorate

Room TA112, A Block

Tyneview Park

Newcastle upon Tyne

NE98 1YZ

United Kingdom

Company Reg No: Customer PO/ref:

Contact: REDACTED

Met Office Details Main Contact: REDACTED

Details of the Services Service Start Service End

Price (ex VAT) Price (inc VAT)

Cold Weather payments Study 01/01/2020 30/03/2020 £29,620.45 £35,544.54

Total Price £29,620.45 £35,544.54

Payment terms: 30 days from date of invoice

Invoice Instructions: 30 days in arrears

Special Conditions:

The standard terms will be amended as follows:

Clause 11.1 will be amended to read as follows: "Subject to prior termination under clause 11.2 or clause 11.3, either Party may terminate the Contract by giving to the other Party not less than[...]".

A new clause 13.7 will be included to read as follows: "Both parties acknowledge that the personal data processing in relation to this Contract is limited to account manager contact details".

Special Instructions:

The Licence Terms

Permitted Use of the

Deliverables:

Scope of the

Permitted Use:

For the purpose of this section of the Order Confirmation, the following words shall have the following meaning:

"Internal Business Use" shall mean the use of the Deliverables by the Customer 's officers, employees and/or contractors solely

in the course of the Customer's day to day internal business administration activities and the day to day running of the Customer's

business and organisation **and expressly excludes** the supply and/or sharing of the Deliverables to and/or with third parties,

whether in their original form and/or incorporated into and/or adapted for the Customer's products and/or services of whatever

description anywhere in the world.

"External Business Use" shall mean the supply and/or sharing of the Deliverables to and/or with third parties, whether in their original form and/or incorporated into and/or adapted for the Customer's products and/or services in accordance with the scope which is agreed between the Customer and the Met Office and documented in the Permitted Use above .

"Educational Use" shall mean use of the Deliverables:

- in the course of teaching which takes place at a school, college or university; or
- use, by a school, college or university, for the generation of teaching materials; or
- use, in conjunction with the published results, know-how or outputs arising from Non Commercial Research, for the provision

of occasional, un-marketed and nominally remunerated consultancy by a school, college or university.

“Non-Commercial Research Use” shall mean original investigation to which all of the following conditions apply:

- neither it nor its results have been commissioned exclusively by any person and/or organisation in the private sector;
- the results, know-how and outputs arising from it will not be used, displayed, presented or made available in such a way as to

directly or indirectly create, build, further or promote a commercial relationship between the licensee and a third party or in

such a way that a third party could use all or part of the results, know-how or outputs to further his/her/its commercial

interests;

- the results, know-how and outputs arising from it will be made public as soon as reasonably practicable, without restriction of

access and at a fee which does not exceed the cost of delivery;

- it does not involve the use of live (real-time) data feeds;
- its scope and nature will be summarised in writing to the satisfaction of the Met Office and approved in writing by the Met Office before a licence is granted;
- the applicable licence may not be used for activities which go beyond the authorised research.

“Special Use” shall mean the use by the Customer of the Deliverables which is agreed between the Met Office and the Customer

and which is documented in the Permitted Use on the Order Confirmation.

Signed by a duly authorised representative of the MET OFFICE for and on behalf of the SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

(**“Met Office”**)

Signature

Print name: REDACTED

This Order Confirmation is subject to the Standard Terms and Conditions for the Supply of Services attached and you acknowledge that you have read, understood, and agree to be bound by those terms and

conditions for and on behalf of the Customer.

Signature: REDACTED

Print name: Job Title: Date:

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THE MET OFFICE STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES

The Customer's attention is drawn in particular to the provisions of clauses 5 and 10.

AGREED TERMS:-

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in these Terms and the Order Confirmation.

"Affiliate" shall mean each and any subsidiary or holding company of the Customer and each and any subsidiary of a holding company of the Customer (and the expressions "holding company" and "subsidiary" shall be construed in accordance with s 1261(1) of Companies Act 2006 and any re-enactment or modification to it).

"Business Day" shall mean a day other than a Saturday, Sunday or public holiday in the United Kingdom.

"Confidential Information" shall mean all confidential information in whatever form or manner presented, which relates to either Party's past, present or future operations, business, business plans and business opportunities, scientific and technical research and development work including but not limited to details of its organisation, personnel, markets, suppliers, customers, prospective customers, contractors, financial data, IT (hardware and software), know-how, trade secrets, intellectual property, technical and non-technical materials, operations, processes, product information, sales and marketing plans and strategies, designs, other non-public information and any discussions and proceedings relating to any of the foregoing.

"Contract" shall mean the contract between the Met Office and the Customer for the supply of the Services, consisting of the Order Confirmation and the Terms.

"Customer" shall mean the person identified in the Order Confirmation.

"Deliverables" shall mean those documents, materials and products delivered by the Met Office or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts) and whether delivered in writing (including by SMS, email, or fax) or orally.

"Insolvency Event" shall mean in relation to the Customer any of the following events:

(a) a meeting of the creditors of that person being held for an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement) being proposed by or in relation to that person; (b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within 7 days) on the whole or a material part of the assets of that person; (c) that person ceasing to carry on business, failing to pay its debts as they fall due or being deemed to be unable to pay its debts; (d) that person or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator; (e) a petition being presented

(and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding up, bankruptcy or dissolution of that person; or (f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

“Intellectual Property Rights” shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade names, business names and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Met Office” shall mean the Met Office, whose address is Fitzroy Road, Exeter, Devon, EX1 3PB, for and on behalf of the Secretary of State for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland.

“Order Confirmation” shall mean the Met Office’s confirmation of the terms of the Contract, issued in writing by the Met Office.

“Permitted Use” shall mean the extent to which the Met Office shall permit the Customer to use the Deliverables as specified in the Order Confirmation.

“Services” shall mean the services to be provided by the Met Office, including any Deliverables, under the Contract as specified in the Order Confirmation, together with any other services which the Met Office provides, or agrees to provide, to the Customer.

“Terms” shall mean these terms and conditions.

1.2. Headings in this Contract shall not affect its interpretation.

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

1.4. References to a Party or Parties shall mean a Party or Parties to the Contract.

1.5. A reference to a statute or statutory provision is a reference to it as it is in force in the United Kingdom for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6. Any phrase introduced by the terms **including, include, in particular** 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 writing includes faxes and email except in respect of clauses 11, 14.3, 24.2 where reference to writing excludes faxes and emails.

1.7.1 unless the context requires otherwise words in the singular shall include the plural and vice versa.

1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2. Basis of Contract

2.1. These Terms shall:

2.1.1. apply to and be incorporated into the Contract; and

2.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2. The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Met Office, constitutes an offer by the Customer to purchase the Services on these Terms. No offer placed by the Customer shall be accepted by the Met Office other than:

2.2.1. by the issue of the Order Confirmation by the Met Office; or

2.2.2. (if earlier) by the Met Office starting to provide the Services,

when a contract for the supply and purchase of the Services on these

Terms will be established. The

Customer's standard terms and

conditions (if any) attached to,

enclosed with or referred to in any

purchase order or other document

shall not govern the Contract.

2.3. Quotations are given by the Met Office on the basis that no Contract shall come into existence except in accordance with clause 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Met Office has not previously withdrawn it.

2.4. If any of these Terms are inconsistent with any term specified in the Order Confirmation, the Order Confirmation shall prevail.

3. Commencement and duration

3.1. The Services supplied under the Contract shall be provided by the Met Office to the Customer from the Service Start date as specified in the Order Confirmation.

3.2. Subject to clause 11, the Services supplied under the Contract shall continue to be supplied for the period specified in the Order Confirmation.

4. Met Office's obligations

4.1. The Met Office shall use reasonable endeavours to:

4.1.1. perform the Services, and to provide the Customer with the Deliverables, in accordance in all material respects with the Order Confirmation; and 4.1.2. meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.2. From time to time it may be necessary to change the content of the Services ordered by or provided to the

Customer. If the Met Office is not able to provide the Services as set out in the Order Confirmation, it will contact the Customer to offer the next nearest alternative. If the proposed alternative is not accepted by the Customer, the Customer may cancel or terminate the Contract without any liability to the Met Office.

5. The Warranties

5.1. The Met Office warrants that it is authorised by the Controller of Her Majesty's Stationery Office and any relevant third party to grant licences to make use of the Deliverables.

5.2. The Met Office aims to ensure that the content of the Services is accurate and consistent with its current scientific knowledge and practice.

However, the science which underlies meteorological forecasts and climate projections is constantly evolving.

Therefore, any element of the content of the Services which involves a forecast or a prediction should not be relied upon as if it were a statement of fact.

5.3. The Met Office does not warrant that the Deliverables will be fit for the Customer's intended use and the Customer is responsible for

undertaking its own evaluation
exercise before choosing to rely upon
the content of the Deliverables.

5.4. Other than the warranties expressly
set out in these Terms and/or
specified in the Order Confirmation,
the Met Office excludes all warranties
or representations (express or
implied) including any in respect of the
accuracy, compatibility, performance
or fitness for purpose of the Services
to the fullest extent permitted by
applicable law.

6. Customer's obligations

6.1. The Customer shall:

6.1.1. co-operate with the Met Office in all
matters relating to the Services; and

6.1.2. provide to the Met Office, in a timely
manner, any documents,
specifications, reports and other
information as the Met Office may
reasonably require in relation to the
performance of its obligations.

6.2. If the Met Office's performance of its
obligations under the Contract is
prevented or delayed by any act or
omission of the Customer and/or the
Customer's agents, subcontractors,
consultants or employees, the Met
Office shall not be liable for any costs,
charges or losses sustained or

incurred by the Customer arising directly or indirectly from such prevention or delay.

7. Price and payment

7.1. In consideration of the provision of the Services by the Met Office, the Customer shall pay the price as specified in the Order Confirmation.

Prices are liable to change at any time, but price changes will not affect orders for which the Met Office has issued an Order Confirmation.

7.2. All prices quoted to the Customer shall be exclusive of VAT, which the Met Office shall add to its invoices at the appropriate rate where applicable.

7.3. The Customer shall pay each invoice submitted to it by the Met Office, in full and in cleared funds, within 30 days of the date of the Met Office's invoice.

7.4. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Met Office on the due date, the Met Office may:

7.4.1. claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

7.4.2. suspend all Services until payment has been made in full.

7.5. Time for payment shall be of the essence of the Contract.

7.6. All sums payable to the Met Office under the Contract shall become due immediately on its termination, despite any other provision. This clause 7.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.7. The Customer shall bear the exchange rate risk in respect of any payment charges agreed in writing to be received by the Met Office in foreign currencies.

7.8. The Met Office may, without prejudice to any other rights it may have, set off any liability of the Customer to the Met Office against any liability of the Met Office to the Customer.

8. Ownership of Deliverables and Licence for the Permitted Use

8.1. All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Met Office (on behalf of the Crown) and its licensor(s). All Deliverables licensed under the Contract remain the property of the Met Office (on behalf of the Crown) and, if applicable, its licensor(s) and the Customer's right to use the Deliverables for the Permitted Use will not give it any ownership rights or

other interest in any of the

Deliverables.

8.2. The Met Office grants the Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use, copy and adapt the Deliverables solely for, and to the extent permitted by the Permitted Use.

8.3. No right or licence is granted by the Met Office to the Customer except as expressly set out in this clause 8.

8.4. The Customer agrees:

8.4.1. to take all reasonable steps to prevent any damage to or infringement of the Met Office's Intellectual Property Rights; and

8.4.2. not to sub-licence, distribute, sell or otherwise make the Deliverables available to third parties other than to the extent of the scope of the Permitted Use.

8.5. Where the Permitted Use allows the Customer to reproduce or publish the content of the Deliverables, the reproduction or publication must contain a Crown Copyright acknowledgement in the following form:

where the reproduction will be wholly within the UK:

"© Crown copyright [followed by year

of first publication], Met Office”

OR

where the reproduction will occur

outside the UK:

“© British Crown copyright [followed
by year of first publication], Met
Office”

8.6. The words “Met Office” and the Met
Office device and logos are registered
trade marks in the United Kingdom,
the European Union, the United
States of America and other
countries. These trade marks are the
property of the Secretary of State for
Business, Energy and Industrial
Strategy of the United Kingdom of
Great Britain and Northern Ireland.

The Customer may not use any trade
mark, service mark, logo, corporate or
business name of the Met Office
without the Met Office’s prior consent

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in writing.

8.7. The Customer shall ensure that the
Deliverables in its possession are
secure and that adequate
technological security measures are
taken to ensure that the Deliverables
are not accessed or used by
unauthorised persons. The Customer
shall allow the Met Office to access

the Customer's premises and records as may be reasonably required by the Met Office in order to undertake verification that the Customer is compliant with the terms of the licence which is granted in this clause 8.

9. Confidentiality

9.1. Subject to the provisions of clauses 9.2 and 9.3, each Party undertakes that it shall not at any time **OR** at any time during this term of this Contract, and for a period of five (5) years after termination of this Contract, disclose to any person any Confidential Information.

9.2 The provisions of this clause 9 shall not apply to any Confidential Information that:

9.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its employees, officers, representatives or advisers ("Representatives") in breach of this clause 9);

9.2.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;

9.2.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not

bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or

9.2.4 the Parties agree in writing is not confidential or may be disclosed.

9.2.5 is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.2.5 it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

9.3 Either Party may disclose the Confidential Information to those of its Representatives who need to know such Confidential Information in relation to the scope of the Permitted Use provided that;

9.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure;

9.3.2 it procures that its Representatives shall, in relation to any Confidential

Information disclosed to them, comply with the obligations set out in this clause as if they were a Party to this Contract;

9.3.3 at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 9.

10. Limitation of liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

10.1. This clause 10 sets out the entire financial liability of the Met Office (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

10.1.1. any breach of the Contract including any deliberate personal repudiatory breach;

10.1.2. any use made by the Customer of the Services, the Deliverables or any part of them; and

10.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2. Nothing in these Terms limits or excludes the liability of the Met Office:

10.2.1. for death or personal injury resulting from negligence; or

10.2.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Met Office; or

10.2.3. for any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or

10.2.4. any other matter for which it would be illegal or unlawful for the Met Office to exclude or attempt to exclude its liability.

10.3. Subject to clause 10.2, the Met Office shall not have any liability to the Customer (howsoever arising, including any liability in tort) under or in connection with the Contract for any:

10.3.1. loss of income or revenue;

10.3.2. loss of business;

10.3.3. loss of opportunity;

10.3.4. loss of profits or contracts;

10.3.5. loss of anticipated savings;

10.3.6. loss of data;

10.3.7. loss of or damage to reputation or goodwill;

10.3.8. wasted management and/or other staff and/or office time;

in each case whether direct, indirect, special and/or consequential loss or damage; or

10.3.9. for any other indirect, consequential and/or special loss or damage.

10.4. Subject to clause 10.2, the Met Office's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the greater of £1,000 or the price paid by the Customer to the Met Office for the Services.

11. Termination

11.1. Subject to prior termination under clause 11.2 or clause 11.3, the Met Office may terminate the Contract by giving to the Customer not less than:

11.1.1. one month's written notice where the term of the Contract is for twelve months or less; **OR**

11.1.2. three months' written notice where the term of the Contract is for more than twelve months.

11.2. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Contract without liability to the other Party immediately on giving notice to the other Party if the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to

remedy that breach within 30 days of the other Party being notified in writing of the breach.

11.3. The Met Office may terminate the Contract without liability to the Customer immediately on notice to the Customer:

11.3.1. if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such a payment; or

11.3.2. if the Customer is subject to an Insolvency Event; or

11.3.3. if the Customer breaches the terms of the licence which is granted by the Met Office in clause 8; or

11.3.4. on national security grounds; or

11.3.5. in the event there is a change in legislation, regulations or administrative practice which means that the Met Office can no longer comply with its obligations under the Contract; or

11.3.6. if there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).

11.4. On termination of the Contract for any reason:

11.4.1. the Customer shall immediately pay to

the Met Office all of the Met Office's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Met Office may submit an invoice, which shall be payable immediately on receipt;

11.4.2. the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.5. If the Met Office terminates the Contract under clause 11.2, clause

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11.3.1, clause 11.3.2, clause 11.3.3, or clause 11.3.4, the licence granted to the Customer in clause 8 shall automatically terminate and the Customer shall either return or destroy the Deliverables and shall erase all copies of the Deliverables under the Customer's control and stored on any medium.

11.6. On termination of the Contract (however arising), the following clauses shall survive and continue in full force and effect; clause 5, clause 8, clause 9, clause 10, clause 11, clause 12, clause 13, clause 17,

clause 18, clause 19, clause 20,
clause 22, clause 24, clause 25 and
clause 26.

12. Freedom of Information

12.1. The Customer acknowledges that the Met Office is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Reuse of Public Sector Information Regulations 2005 (together the “Disclosure Legislation”) and shall assist and cooperate with the Met Office to enable the Met Office to comply with the Disclosure Legislation and any requests which reference the Disclosure Legislation (“Requests”).

12.2. The Customer shall:

12.2.1. provide the Met Office with a copy of all information which is available to it in the form that the Met Office requires within five days (or such other period as the Met Office may specify) of the Met Office requesting the relevant information; and provide all necessary assistance requested by the Met Office to enable the Met Office to respond to a Request within the time periods set out in the Disclosure Legislation.

12.3. The Met Office shall be responsible for determining in its absolute discretion whether the information:

12.3.1. is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and

12.3.2. is to be disclosed in response to a Request,

and in no event shall the Customer respond directly to a Request unless it is expressly authorised to do so by the Met Office.

12.4. The Customer acknowledges that the Met Office may be obliged under the Disclosure Legislation to disclose information:

12.4.1. without consulting with the Customer; or

12.4.2. following consultation with the Customer and having taken its views into account.

13. Data Protection

13.1. The General Data Protection Regulation (*Regulation (EU) 2016/679*), the Law Enforcement Directive (*Directive (EU) 2016/680*) and any applicable implementing laws as amended from time to time, the Data Protection Act 2018 (to the extent that it relates to processing of personal data and privacy), and all

applicable law about the processing of personal data and privacy shall together be referred to as the ("Data Protection Legislation").

13.2. Both parties will comply with their respective obligations under the Data Protection Legislation.

13.3. The Customer authorises the Met Office to retain and process personal data provided by the Customer to the Met Office to enable the Met Office to fulfil its obligations under this Contract and its legal obligations under the Disclosure Legislation.

13.4. The Met Office shall process personal data provided by the Customer to the Met Office in accordance with its Privacy Policy (a copy of which can be provided on request), as may be amended from time to time, unless the Met Office is required to depart from this by applicable law.

13.5. The Met Office may, on not less than 30 days' written notice, vary this clause 13 by replacing, inserting and/or amending it with any applicable standard clauses or similar terms forming part of an applicable scheme or code of conduct approved by the EU Commission or the ICO (or both) ("Certification Scheme").

13.6. For the purposes of this clause 13, the term 'personal data' will have the meaning given to it in the Data Protection Legislation.

13.7. Both parties acknowledge that the personal data processing in relation to this Contract is limited to account manager contact details

14. Force majeure

14.1. The Met Office shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control ("Force Majeure"), including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Met Office or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, sabotage, epidemics, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, significant power outages and/or IT failures, fire, flood, storm or default of suppliers or subcontractors.

14.2. Where delay has arisen due to Force Majeure, the date on which the Met Office's obligations are to be fulfilled shall be extended for a period of time equal to the time lost.

14.3. If the event of Force Majeure delays or prevents the performance of the obligations of the Met Office for a continuous period in excess of thirty (30) days, either Party may terminate the Contract immediately upon giving written notice to the other.

15. Variation

15.1. The Met Office may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the prices for the Services.

15.2. Subject to clause 15.1, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

16. Promotional material

16.1 The Met Office shall use its reasonable endeavours to seek prior written consent from the Customer if it wishes to refer to the Customer and its use of its Services in any

promotional material.

16.2 The Customer warrants that such consent shall not be unreasonably withheld or delayed.

17. Waiver

17.1. A waiver of any right under the Contract is only effective if it is in writing and shall apply only to the circumstances for which it is given. No failure or delay by either Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

17.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18. Severance

18.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or partprovision shall, to the extent required, be deemed not to form part of the

Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Entire agreement

19.1. The Contract constitutes the entire understanding and agreement between the Parties in connection with and about the subject matter of

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the Contract and supersedes all earlier and other understandings and agreements between the Parties and all earlier representations by either Party about such subject matter.

19.2. Each Party warrants that they have not entered into the Contract in reliance upon any representation, warranty, promise, term, condition, obligation or statement which is not expressly set out in the Contract. If either Party has given any representation, warranty, promise, or statement then (except to the extent that it has been set out in the Contract), the Party to whom it is

given hereby waives any rights or remedies which it may have in respect of it.

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

20. Assignment

20.1. The Customer shall not, without the prior written consent of the Met Office, assign the Contract or all or any of its rights or obligations under the Contract to any third parties. For avoidance of doubt this clause 20.1 applies to all of the Customer's Affiliates.

20.2. The Met Office may at any time assign all or any part of its rights and benefits under the Contract to a third party.

20.3. Each Party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

21. Relationship of the Parties

Nothing in the Contract shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, either Party the agent of the other for any purpose.

22. Rights of third parties

Except as expressly set out in the

Contract, no person who is not a Party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

23. Notices

23.1. Any notice (which term shall in this clause include any other communication) required to be given under the Contract or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.

23.2. Any notice to the Customer and/or to the Met Office shall be addressed as set out in the Order Confirmation.

23.3. Notices may be:

23.3.1. personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or

23.3.2. if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of

posting; or

23.3.3. if from or to any place outside the

United Kingdom, sent by pre-paid

airmail, or by air courier in which case

it shall be deemed to have been given

seven Business Days after the date of

posting in the case of airmail or two

Business Days after delivery to the

courier, in the case of air courier; or

23.3.4. sent by electronic mail, in which case,

it shall be deemed to be given when

received, i.e., when the electronic mail

has been sent and no non-deliverable

notice has been received by the

sender, but any notice despatched by

electronic mail after 17.00 hours on

any Business Day or at any time on a

day which is not a Business Day shall

be deemed to have been given at

08.00 on the next Business Day; or

23.3.5. sent by fax, in which case it shall be

deemed to have been given at the

time of transmission.

24. Bribery Act 2010

24.1. The Customer shall:

24.1.1 comply with all applicable laws,

regulations and sanctions relating to

anti-bribery and anti-corruption

including but not limited to the Bribery

Act 2010 ("Relevant Requirements");

24.1.2 have and shall maintain in place

throughout the term of this Contract
its own policies and procedures,
including but not limited to adequate
procedures under the Bribery Act
2010, to ensure compliance with the
Relevant Requirements and will
enforce them where appropriate;

24.1.3 promptly report to the Met Office any
request or demand for any undue
financial or other advantage of any
kind received by the Customer in
connection with the performance of
this Contract

24.1.4 not offer or give, or agree to give, to
any employee or representative of the
Met Office any gift or consideration of
any kind (other than the Fees payable
under the Contract) as an inducement
or reward for doing or refraining from
doing any act in relation to this or any
other contract with the Met Office.

24.2. Any breach of clause 24.1 by the
Customer or by any person acting on
its behalf (whether with or without the
Customer's knowledge) or the
commission of any offence by the
Customer or by any person acting on
its behalf under the Bribery Act 2010,
shall entitle the Met Office to
terminate the Contract on immediate
written notice and in such

circumstances the Customer shall indemnify the Met Office for any loss or liability incurred by it as a result of such termination and in such circumstances the Customer shall indemnify the Met Office against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Met Office as a result of any breach of clause 24.1 by the Customer. For the avoidance of doubt this indemnity shall be uncapped notwithstanding clause 10.4.

25. Dispute Resolution

If any dispute arises out of the Contract, the Parties will first attempt to resolve the matter informally by negotiation through senior representatives of each Party to the dispute. If the Parties are not able to resolve the dispute informally in such manner within a reasonable time not exceeding two months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

26. Governing law and jurisdiction

26.1. 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.

26.2. The Parties irrevocably agree that the courts which are located in the United Kingdom shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).