

# GENERAL TERMS FOR STANDARD ACCREDITATION

Version 1904.1 DRAFT

## 1. INTERPRETATION

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

### 1.1 Definitions

#### **Accreditation**

means the accreditation granted to the Customer by the LCS Organisation of its Lean Training System, following completion of the Accreditation Services.

#### **Accreditation Fee**

means the fee payable by the Customer for the supply of the Accreditation Services in accordance with clause 3.

#### **Accreditation Period**

has the meaning given to it in clause 2.2.

#### **Accreditation Services**

means the accreditation services supplied by the LCS Organisation to the Customer as set out in the Standard Accreditation Specification.

#### **Appropriate Safeguards**

means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Legislation from time to time.

#### **Business Day**

means a day other than a Saturday, Sunday or bank or public holiday in England and Wales.

#### **Certificates**

means the certificates issued by the Customer to individuals who have taken part in the training delivered through the Lean Training System.

#### **Commencement Date**

has the meaning given to it in clause 2.1 of these Conditions.

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### Conditions

means these terms and conditions as amended from time to time.

### Contract

means the contract between the LCS Organisation and the Customer for the supply of the Accreditation Services in accordance with these Conditions.

### Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing

have the meaning given to them in the Data Protection Legislation.

### Confidential Information

means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract.

### Customer

means the person or organisation who purchases Accreditation Services from the LCS Organisation

### Data Protection Legislation

means, as binding on either party or the Services, the General Data Protection Regulation, Regulation (EU) 2016/679, the Data Protection Act 2018, any laws which implement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

### Extended Re-accreditation Period

has the meaning given to it in clause 5.3.

### Fee Schedule

means the fee schedule of the LCS Organisation as displayed on the LCS Organisation website and updated from time to time.

### Intellectual Property Rights

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

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### **Lean Competency System**

means a workplace lean qualifications framework comprising of seven levels of lean competency, grouped into three categories, 1) Fundamental, 2) Technical and 3) Strategic.

### **Lean Training System or Programme**

means the amalgam of various components, materials, resources and facilities that enable complete and effective lean training to be delivered by the Customer.

### **LCS Organisation**

means Lean Competency Services Ltd a company registered in England and Wales with company number 08624706, who manages and controls the Lean Competency System and is, the company that holds the licence from Cardiff University in relation to the Lean Competency System.

### **Order**

means the Customer's order for Accreditation Services as set out in the LCS Organisation registration form.

### **Re-accreditation**

means the Re-accreditation of the Customer following expiry of the Accreditation Period.

### **Re-accreditation Process**

means the process described in detail in clause 5 of these Conditions.

### **Standard Accreditation Specification**

means the description or specification of the Accreditation Services provided by the LCS Organisation to the Customer.

### **VAT**

means value added tax under the Value Added Taxes Act 1994 or any other similar tax applying to the sale of the Accreditation Services.

## **1.2 Interpretation**

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 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

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sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to writing or written includes fax and email.

## 2. VALIDITY & SCOPE

- 2.1 The Order constitutes an offer by the Customer to purchase the Accreditation Services in accordance with these Conditions. The Order shall be deemed accepted when the LCS Organisation issues acceptance of the Order at which date the Contract shall come into existence (“Commencement Date”).
- 2.2 Following completion of the Accreditation Services, the Accreditation will be valid for a period of two years from the date of the Accreditation is granted (“Accreditation Period”), after which time the Customer may apply for Re-accreditation. There is a Re-accreditation Process, after which a further two-year permission to use the LCS may be granted.

## 3. FEES

- 3.1 The Accreditation Fee shall be calculated in accordance with the Fee Schedule as may be amended from time to time.
- 3.2 In respect of new Accreditations, the LCS Organisation shall invoice the Customer for 50% of the Accreditation Fee upon receipt of an Order. The LCS Organisation shall invoice the Customer for the remaining 50% of the Accreditation Fee due once the Accreditation Services have completed in line with the Standard Accreditation Specification.
- 3.3 The Accreditation Fee is dependent on several factors, in particular, the predicted number of Certificates to be issued by the Customer. If the Customer wishes to issue further Certificates, the LCS Organisation shall be entitled to charge a further fee for the number of additional Certificates required calculated in accordance with the Fee Schedule.
- 3.4 In respect of Re-accreditations, the LCS Organisation shall invoice the Customer for 100% of the Accreditation Fee payable on completion of the Re-accreditation Process (as described in clause 5 below).
- 3.5 The Accreditation Fee covers a standard range of accreditation activities by the LCS Organisation assessor. Should additional activities be necessary, then additional charges will be made on a day rate basis as set out in the Fee Schedule. Any increase in the Accreditation Fee will be agreed in writing by the LCS Organisation and the Customer prior to additional activities being provided by the LCS Organisation assessor.

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- 3.6 The Customer shall pay each invoice submitted by the LCS Organisation in full and in cleared funds to the bank account on the invoice raised by the LCS Organisation pursuant to this clause 3 and within 30 days of the date of the invoice.
- 3.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by the LCS Organisation to the Customer, the Customer shall, upon receipt of a valid VAT invoice from the LCS Organisation, pay to the LCS Organisation such additional amounts in respect of VAT.
- 3.8 If the Customer fails to make a payment due to the LCS Organisation under the Contract by the due date, then, without limiting the LCS Organisation's remedies under clause 15, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 3.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 3.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.10 Notwithstanding clauses 3.2 and 3.4 of this Contract, on termination of the Agreement for any reason, the Customer shall immediately pay all outstanding invoices of the LCS Organisation and the LCS Organisation shall promptly invoice the Customer for all Accreditation Services performed and supplied but not yet invoiced; payment for such invoices shall be due immediately upon receipt by the Customer.

## 4. CUSTOMER OBLIGATIONS

### 4.1 The Customer shall:

- 4.1.1 cooperate with the LCS Organisation in all matters relating to the Accreditation Services;
- 4.1.2 provide the LCS Organisation, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the LCS Organisation;
- 4.1.3 provide the LCS Organisation with such information and materials as the LCS Organisation may reasonably require in order to supply the Accreditation Services, and ensure that such information is complete and accurate in all material respects;
- 4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Accreditation Services before the Commencement Date;

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- 4.1.5 comply with all applicable laws and comply with any additional obligations as set out in the Standard Accreditation Specification.

## 5. RE-ACCREDITATION

- 5.1 A Customer may choose to renew its Accreditation following the expiry of the Accreditation Period. The Customer will be contacted by the LCS Organisation approximately 6 weeks before the expiry of the Accreditation Period asking if it wishes to undergo Re-accreditation.
- 5.2 Should the Customer agree to Re-accreditation, the Customer should follow the Re-accreditation Process, details of which will be provided by the LCS Organisation to the Customer following confirmation that the Customer wishes Re-accreditation, which includes completion of a re-accreditation questionnaire and concludes with a sign off meeting.
- 5.3 The Re-accreditation Process should be concluded within one calendar month of the expiry of the Accreditation Period. In exceptional circumstances, an extension to the Accreditation Period of up to three calendar months (“Extended Re-accreditation Period”) may at the discretion of the LCS Organisation be granted in writing by the LCS Organisation. Following the expiry of the Extended Re-accreditation Period, the Accreditation will be deemed to have expired and a new process for Accreditation will have to be initiated should the Customer wish to extend its Accreditation.
- 5.4 A statement is required from the Customer concerning its Lean Competency System activity, summarising key information (including volumes, levels awarded). The Customer will be provided with a re-accreditation questionnaire to complete which will include the statement referred to in this clause 5.4 during the Re-accreditation Period.

## 6. TRAINING SYSTEM QUALITY ASSURANCE

- 6.1 The Customer is responsible for maintaining the integrity of the Lean Training System, in accordance with the details of the Lean Training System submitted to the LCS Organisation when purchasing the Accreditation Services and ensure that other appropriate quality assurance mechanisms and procedures are in place and enforced. The Customer is responsible for issuing the Certificates to successful training programme participants and for keeping a record of all Certificates awarded. Certificates issued by the Customer should contain a unique identifier which links an individual to relevant training activity and Lean Training System, thus enabling full traceability.
- 6.2 The Customer should only use the Certificate template provided to it by the LCS Organisation to issue Certificates. The Customer may amend the Certificate only to the

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extent necessary to include its corporate logo and an execution block for the Customer's signature.

- 6.3 The LCS Organisation reserves the right to inspect records and quality assurance information, scrutinise training materials and observe training activity conducted by the Customer during the Accreditation Period or Re-accreditation Period.
- 6.4 Should the LCS Organisation need to undertake an investigation as a result of a quality failure on the part of the Customer, then a charge (the LCS daily rate) may be levied on the Customer in accordance with the Fee Schedule in compensation for the time spent on such activities.

## 7. TRAINING SYSTEM CHANGES

- 7.1 Should the Customer want to make significant changes to its Lean Training System or Programme during the Accreditation Period, then it should inform the LCS Organisation, submitting information describing the changes. The LCS Organisation will review the information provided and, if appropriate, endorse the changes so that the updated Lean Training System or Programme remains Accredited. There is no fee payable for this.
- 7.2 A Customer can apply to extend the LCS levels covered by its Lean Training System at any point during its Accreditation Period. It must provide evidence to support its application, including, in terms of its enhanced capability, materials, resources required to deliver training at higher Lean Competency Service levels. An amendment form is available from the LCS Organisation for this purpose.
- 7.3 A Customer can increase the number of Certificates it wishes to issue at any point during its Accreditation Period. A payment will be required to reflect this change (see clause 3.3 above).

## 8. TRAINING RECORDS

- 8.1 A Customer should keep records of those individuals it certifies for as long as it remains Accredited.
- 8.2 Subject to clause 11, the information kept by the Customer should include the full name of the person, the person's employer, the Lean Competency System level awarded and the date of the award. The Customer may want to hold additional information, such as email address, test results or project assessment, though the LCS Organisation does not require this additional information.
- 8.3 If a Customer ceases to become Accredited, it should pass to the LCS Organisation the records of those individuals it has granted Certificates. The information should be passed to the LCS Organisation in a digital format compatible with Microsoft Excel or Google Sheets.

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- 8.4 The Customer should inform those individuals it has certified that it proposes to pass the information to the LCS Organisation and give individuals the opportunity to opt out of this, noting that if this course is taken, a formal record of their qualification will no longer exist.

## 9. COMMUNICATION

- 9.1 The Customer can highlight its Accreditation in its marketing or communication activities and may use the LCS Organisation logo and the LCS Organisation 'Accredited trainer insignia' on such marketing and communication material. The Customer is not permitted to include any reference to Cardiff University or use its logo, without the prior approval of Cardiff University.
- 9.2 The Customer will be listed, and its logo displayed on the LCS Organisation's website unless the Customer informs the LCS Organisation otherwise.
- 9.3 If the Customer references its Accreditation in its marketing material or other communications, the Customer agrees to refer to the Customer as being 'accredited' and to refer to any individual who has received a Certificate as being certified.
- 9.4 A Customer must not claim in its communications that its Lean Training System is endorsed by any entity other than the LCS Organisation. The Customer must not claim that it is accredited by Cardiff University or that the recipients of Certificates are certified by Cardiff University.
- 9.5 Following termination of the Contract or withdrawal of Accreditation from a Customer, the Customer shall remove all reference to its Lean Training System being endorsed by the LCS Organisation in its communications immediately.

## 10. CONTINUOUS IMPROVEMENT

- 10.1 In the spirit of continuous improvement, the LCS Organisation reserves the right to occasionally make changes to the Lean Competency System and the Standard Accreditation Specification and will ensure that Customers who have received Accreditation are kept informed of these changes and may, if necessary, discuss the potential impact of these changes on the Customer's Accreditation and/or Lean Training System.
- 10.2 The Customer is required to periodically update training material of its Lean Training System in line with any amendments or changes made to the Lean Competency System, as notified to the Customer by the LCS Organisation from time to time.

## 11. PROCESSING OF PERSONAL DATA

- 11.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a



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party's obligations or rights under the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the LCS Organisation is the Processor.

11.2 Without prejudice to the generality of clause 11.1, the Customer shall ensure:

11.2.1 that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the LCS Organisation for the duration and purposes of the Contract; and

11.2.2 all instructions given by it to the LCS Organisation in respect of the Personal Data (including the terms of these Conditions) shall at all times be in accordance with the Data Protection Legislation.

11.3 The Customer shall indemnify and keep indemnified the LCS Organisation against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 11.

11.4 Without prejudice to the generality of clause 11.1, the LCS Organisation shall, in relation to any Personal Data processed in connection with the performance by the LCS Organisation of its obligations under the Contract:

11.4.1 process that Personal Data only on the documented written instructions of the Customer unless the LCS Organisation is required by applicable law to otherwise process that Personal Data. Where the LCS Organisation is relying on applicable law as the basis for processing Personal Data, the LCS Organisation shall promptly notify the Customer of this before performing the processing required by the applicable law unless the applicable law prohibits the LCS Organisation from so notifying the Customer;

11.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that the availability of and access to Personal Data can be restored in a timely manner after an incident;

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- 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.4.4 not transfer any Personal Data outside of the European Economic Area unless such transfer is affected by way of Appropriate Safeguards.
- 11.5 The Customer consents to the LCS Organisation appointing the third-party processors of Personal Data under the Contract as set out in the LCS Organisation privacy policy, including their identity and the service they provide. The LCS Organisation confirms that it has entered or (as the case may be) will enter with the third party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 and in either case which the LCS Organisation confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the LCS Organisation, the LCS Organisation shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11. If the LCS Organisation engages a new sub-processor, the LCS Organisation will notify the Customer of the new sub-processor before authorising them to process Personal Data in connection with the Accreditation Services. The LCS Organisation will notify the Customer by publishing any updates in our privacy policy from time to time. The Customer may object to the appointment of the new sub-processor, by informing the LCS Organisation in writing of the Customer's objection. If the Customer objects, the LCS Organisation will use reasonable endeavours to recommend changes to avoid Processing by the new sub-processor. If the LCS Organisation are unable to provide such changes, the Customer may terminate this Contract.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Accreditation Services and the Lean Competency System shall be owned by the LCS Organisation.
- 12.2 The LCS Organisation grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Intellectual Property Rights in the Lean Competency System for the purposes of using the Accreditation Services.
- 12.3 The Customer shall not sub-licence, assign or otherwise transfer the rights granted in clause 12.2.
- 12.4 The Customer grants to the LCS Organisation a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the LCS Organisation for the term of the Contract for the purpose of providing the Accreditation Services to the Customer.

### **13. CONFIDENTIALITY**

- 13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's Confidential Information:
  - 13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and
  - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

### **14. LIMITATION OF LIABILITY**

- 14.1 Nothing in this Contract limits any liability which cannot be legally limited, including but not limited to liability for:
  - 14.1.1 death or personal injury caused by negligence;
  - 14.1.2 fraud or fraudulent misrepresentation; and
  - 14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - 14.1.4 any other liability that cannot be excluded by law.
- 14.2 Subject to clause 14.1, the LCS Organisation's total liability to the Customer shall not exceed the lesser of £50,000 and 125% of the total Accreditation Fee.
- 14.3 Subject to clause 14.1, the types of loss listed below are wholly excluded by the LCS Organisation:
  - 14.3.1 loss of profits
  - 14.3.2 loss of sales or business
  - 14.3.3 loss of agreements or contracts
  - 14.3.4 loss of anticipated savings
  - 14.3.5 loss of use or corruption of software, data or information
  - 14.3.6 loss of damage to goodwill; and

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14.3.7 indirect or consequential loss.

14.4 This clause 14 shall survive termination of the Contract.

## 15. TERMINATION

15.1 Without affecting any other right or remedy available to it, the LCS Organisation may terminate the Contract and withdraw a Customer's Accreditation at any time with immediate effect by giving written notice to the Customer if the Customer:

15.1.1 commits a material breach of any term of the Contract; or

15.1.2 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

15.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract and cease being linked to the LCS Organisation by giving the LCS Organisation 30 Business Days written notice. Any Accreditation Fee paid by the Customer up to the date of termination, pursuant to this clause 15.2, shall not be refunded by the LCS Organisation.

15.3 Subject to clause 11, when a Customer's Accreditation Period has expired, it must supply the LCS Organisation with the details of all those individuals who have received Certificates during the Accreditation Period. This information must include as a minimum: first name, last name, employer, the accredited training organisation that certified, LCS level(s) awarded, date of award(s) and certificate reference number(s). The information should be provided within 30 days of the expiry of the Accreditation Period and in a digital format compatible with Microsoft Excel or Google Sheets.

15.4 Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.

15.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 16. CONTRACTUAL RELATIONSHIP & ASSIGNMENT

16.1 The LCS Organisation is licensed by Cardiff University to operate, manage and develop the Lean Competency System.

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16.2 In the event of the termination of the agreement between the LCS Organisation and Cardiff University, the LCS Organisation will assign its rights and obligations in this contract with the Customer to Cardiff University.

### **17. OTHER**

17.1 The Cardiff University logo is a registered trademark of Cardiff University, all rights reserved. The LCS Organisation uses this logo under licence, is not controlled by or an agent of Cardiff University and is not authorised to make or enter into any commitments for or on behalf of Cardiff University.

17.2 These Conditions may be updated periodically from time to time by the LCS Organisation displaying an updated version of the Conditions on the LCS Organisation website.

17.3 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

#### **17.4 Assignment and other dealings**

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

17.4.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of LCS Organisation.

#### **17.5 Entire agreement**

17.5.1 The Contract 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.

17.5.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

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

## 17.6 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by LCS Organisation (or its authorised representatives).

## 17.7 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 17.8 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 17.8 shall not affect the validity and enforceability of the rest of the Contract.

## 17.9 Notices

Any notice or other communication given to a party under or in connection with the Contract shall 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 (if a company) or its principal place of business (in any other case); or sent by email to the last email address notified by one party to the other from time to time.

Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (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 at the time recorded by the delivery service; and
- (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 17.9, 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.

### **17.10 Third party rights**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### **17.11 Governing law**

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

### **17.12 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 the Contract or its subject matter or formation.