

Main Terms & Conditions

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union Legislation relating to personal data 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 (including, without limitation, the privacy of electronic communications).

Deposit: a sum equal to 40% of all charges payable to the Supplier by the Customer under the Contract.

Force Majeure Event: has the meaning given in *clause 14*.

Goods: the goods (or any part of them) set out in the Order.

Order: the order by the Customer for the Goods and/or Services, as set out in the purchase order form of the Customer, the written acceptance by the Customer of the quotation from the Supplier, or overleaf, as the case may be.

Remaining Charges: all charges payable to the Supplier by the Customer under the Contract, less any Deposit.

Services: the services, including the deliverables, supplied by the Supplier to the Customer as set out in the specification.

Specification: any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: SLC Care Limited (registered in England and Wales with company number 05618032), trading as Healthcare Matters.

1.2 **Construction.** In these Conditions, the following rules apply:

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

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 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;

1.2.5 A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the catalogues or brochures of the Supplier are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 60 days from its date of issue.

3. GOODS

- 3.1 The Goods are described in the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause **0** shall survive termination of the Contract and survive the Customer.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY

- 4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant reference numbers of the Customer and the Supplier, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the failure of the Supplier to comply with its obligations under the Contract delivery of the Goods shall be deemed to have been completed at 9:00am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready
- 4.7 If 20 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5. QUALITY

- 5.1 The Supplier warrants that on delivery the Goods shall:
 - 5.1.1 conform in all material respects with their description and the Specification;
 - 5.1.2 be free from material defects in design, material and workmanship;
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.1.4 be fit for any purpose held out by the Supplier.
- 5.2 Subject to *clause 5.3*, if:

- 5.2.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in *clause 5.1*;
 - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods and finds that the Goods do not comply with the warranty set out in *clause 5.1*; and
 - 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the place of business of the Supplier at the cost of the Supplier,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for failure of the Goods to comply with the warranty set out in *clause 5.1* in any of the following events:
 - 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with *clause 5.2*; or
 - 5.3.2 the defect arises because the Customer failed to follow the oral or written instructions of the Supplier as to the storage, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
 - 5.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer; or
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier; or
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - 5.4 Except as provided in this *clause 5*, the Supplier shall have no liability to the Customer in respect of the failure of the Goods to comply with the warranty set out in *clause 5.1*.
 - 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of the Supplier;

- 6.3.2 not remove, deface or obscure any identifying mark on the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in *clause 8.2*; and
 - 6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in *clause 8.2* then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:
- 6.4.1 require the Customer to deliver up all Goods in its possession; and
 - 6.4.1 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall supply the services to the Customer in accordance with the specification in all material respects.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates from the services specified in the Order, but any such date shall be estimate only and time shall not be of the essence for the performance of the services.
- 7.3 The Supplier reserves the right to amend the specification if necessary to comply with any applicable law or regulatory requirement or if the amendment will not materially affect the nature or quality of the services, then the Supplier shall notify the Customer in any such event.
- 7.4 The Supplier warrants to the Customer that the services will be provided using reasonable care and skill.

8. CUSTOMERS OBLIGATIONS

- 8.1 The Customer shall:
 - a) Ensure that the terms of the Order and any information it provides in the specification are complete and accurate;

- b) Cooperate with the Supplier in matters relating to the services;
- c) Provide the Supplier, its employees, agent, consultants and sub-contractors with access to the Customers premises, office, accommodation and other facilities as reasonably required by the Supplier to provide the services;
- d) Supply the supplier with such information and materials as the Supplier may reasonably require in order to supply the services, and ensure that such information is complete and accurate in all material respects;
- e) Obtain and retain all necessary licences, permissions and consents which may be required for the service before the date on which the services are to start;
- f) Comply with all applicable law, including health and safety laws;
- g) Keep all materials, equipment, documents and other property of the Supplier (Supplier materials) at the customers premises in safe custody at its own risk, maintain the Supplier materials in good condition until returned to the Supplier, and not dispose of or use the Supplier materials other than in accordance with the Suppliers written instructions or authorisation.
- h) Comply with any additional obligations as set out in the specification.

8.2 If the Suppliers performance of any of its obligations under the contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer default):

- a) Without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the services until the Customer remedies the Customer default, and to rely on the Customer default to relieve it from the performance of any of its obligations in each case to the extent the Customer default prevents or delays the Suppliers performance of any of its obligations;
- b) The Supplier shall not be liable for any cost or losses sustained or incurred by the Customer arising directly or indirectly from the Suppliers failure or delay to perform any of its obligations as set out in clause 8.2;
- c) The Customer shall reimburse its Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customers default.

9. PRICE AND PAYMENT

- 9.1 The price of the Goods and/or Services shall be the price set out in the Order.
- 9.2 The Supplier may, by giving notice to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to:
 - 9.2.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 9.2.2 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 9.3 The price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 9.4 The charges for services shall be calculated on time and material basis:
 - a) The charges shall be calculated in accordance with the Suppliers daily fee rates as set out in the Order.
 - b) The Suppliers daily fee rates for each individual person are calculated on the basis of 8 hour day from 8am to 5pm worked on business days.
- 9.5 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax (**VAT**). VAT will be added to your invoice where appropriate. Where the Customer suggests that VAT is not payable, the relevant exemption form will be provided by the Supplier and must be completed by the Customer
- 9.6 Where a Deposit is payable, the Supplier may invoice the Customer for the Deposit on or at any time after the date of written acceptance being provided by the client.
- 9.7 Where a Deposit is payable, the Supplier will not process the Order until after the Customer has paid the Deposit in full.

- 9.8 The Supplier may invoice the Customer for the Remaining Charges on or at any time after the completion of delivery.
- 9.9 The Customer shall pay invoices in full and in cleared funds within 20 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 9.10 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Barclays Bank PLC 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 Customer shall pay the interest together with the overdue amount.
- 9.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. **Data Protection**

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 10, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor. Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 10.3 Without prejudice to the generality of clause 10.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- a) Process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the Customer without undue delay on becoming aware of a personal data breach;
- g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

10.4 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms

forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

11. TERMINATION AND SUSPENSION

11.1 If the Customer becomes subject to any of the events listed in *clause 11.2*, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

11.2 For the purposes of *clause 11.1*, the relevant events are:

11.2.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

11.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

11.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

11.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;

11.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

11.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

11.2.7 (being a company) the holder of a qualifying charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

11.2.8 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

11.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in *clause 11.2.1* to *clause 11.2.8* (inclusive);

11.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

- 11.2.11 the financial position of the Customer deteriorates to such an extent that in the opinion of the Supplier the capability of the Customer to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 11.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in *clause 11.2.1 to clause 11.2.12*, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices and interest of the Supplier.
- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in these Conditions shall limit or exclude the liability of the Supplier for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

12.1.4 defective products under the Consumer Protection Act 1987; or

12.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

- 12.2 Subject to *clause 12.1*:

9.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2 the total liability of the Supplier to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 75% of the price of the Goods.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

14. ASSIGNMENT AND OTHER DEALINGS

- 14.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

15. NOTICES

- 15.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or e-mail.
- 15.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in *clause* 15.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 15.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. SEVERANCE

- 16.1 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 shall not affect the validity and enforceability of the rest of the Contract.
- 16.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is

legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. WAIVER

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

18. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce its terms.

19. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

20. GOVERNING LAW

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.

21. JURISDICTION

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