

General Terms & Conditions

These Terms and Conditions January 2022 supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The Company may update these General Terms and Conditions from time to time in accordance with this clause. The Company will provide at least 90 days' notice of any change. Following notification of a change the parties will liaise and negotiate with one another in good faith to agree such modifications to the Agreement to incorporate the requested changes. If the parties are unable to agree the changes then the Agreement will continue on the existing terms without any modification. For the avoidance of doubt until such time as the requested changes are agreed the Company shall continue to perform the Agreement in accordance with its terms without interruption. The current version of these General Terms and Conditions can be viewed by visiting <https://www.itfarm.co.uk/legal>

1 Acceptance

Each signed acceptance of a Services Proposal will be deemed to be an offer by the Customer to purchase Services upon these Terms and Conditions.

1.1 Interpretation - In these Terms & Conditions, the following expressions will have the following meanings unless inconsistent with the context:

"Agreement"	the Services Proposal, these General Terms and Conditions, Service Level Agreement, Acceptable Usage Policy, and (if applicable) any Special Conditions or Contract Amendments;
"Average Retail Price Index"	calculated as the mean of the most recent twelve monthly RPI statistics as published by the Office for National Statistics (https://www.ons.gov.uk);
"Business Day"	between the hours of 08:00am to 18:00pm UK time on a day other than a Saturday, Sunday or public holiday in England;
"Company"	IT Farm Ltd (registered number 05710515);
"Company's Group"	the Company together with any direct or indirect subsidiaries of the Company.
"Customer"	the person(s), firm or company whose order for the Services is accepted by the Company;
"Customer Data"	the content of the data stored anywhere on the Company's systems by the Customer;
"Customer's Group"	the Customer together with any direct or indirect subsidiaries of the Customer.
"Initial Recurring Cost"	the amount stated on the Approval of Terms;
"Key Employee"	any individual who is, at any time during the negotiations relating to the Agreement, an employee holding an executive or managerial position with, or an officer of, the Company or any member of its Group.
"Go Live Date"	The date, agreed in writing by both parties, following user acceptance testing, when the Services become live.
"Live Customer Data"	any Customer Data with the exclusion of any back-up or archive copies of such Customer Data;
"Project Kick-off"	The first meeting with the project team and the client of the project. This meeting would follow definition of the base elements for the project and other project planning activities.
"Recurring Cost"	the amount invoiced for the Services in any given month;
"Restricted Customer"	a client or customer of the Company (or Company's Group).
"Restricted Period"	The period beginning on commencement of the Agreement and ending twelve months after the date of termination of the Agreement.
"Services"	any services which the Company provides to the Customer (including any of them or any part of them) under the Agreement;
"Service Point"	the place at which the Services are to be performed as specified in the Company's acknowledgement of order;
"Terms and Conditions"	the General Terms and Conditions of sale set out in this document together with any special terms agreed in writing between the Customer and the Company as set out in the Special Conditions sheet.

2 Charges

Charges for Services provided by the Company are as defined in the Services Proposal. The Company shall not change the rates charged for the Services for the first twelve (12) months of the Minimum Service Term. Thereafter, the Company reserves the right to change the rates for Services with not less than thirty (30) days advance notification to the Customer. All consultancy services require acceptable payment arrangements prior to the commencement of any work by the Company.

2.1 Pricing - The price for all Services will be, unless otherwise agreed in writing, the price set out in the Company's current price list (available on request) and current at the date of delivery. All price lists are exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question.

2.2 Price Increase - Save as otherwise set out in this Agreement, the price for Services shall increase annually in January of each year, according to the following:

- 2.2.1** By the Average Retail Price Index or by 2.5%, whichever is larger;
- 2.2.2** Pro-rata in accordance with any increase in third party costs incurred by the Company, such as, but not limited to, software licensing and power costs.

- 2.3 Discount** – Discounts may be applied to the current price list at the sole discretion of the Company. Such discounts are only applicable within an Agreement's Minimum Service Term.

3 Payment

All payments to be made by the Customer under the Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim. The Company may perform the Services in stages. Each instalment or stage (as appropriate) will be a separate Agreement and no cancellation or termination of any one Agreement relating to an instalment or stage will entitle the Customer to repudiate or cancel any other Agreement, instalment or stage. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Agreement.

- 3.1 Instalment Payments** - Payments will be collected monthly in advance by Direct Debit. Customers electing to pay by alternative means will be subject to a two and a half percent (2.5%) service charge on their monthly invoice. The Customer may elect to receive either email or hard copy invoices. Invoices are due on receipt. A service charge in the amount of four percent (4%) per month of the total amount due may be applied on accounts that remain unpaid thirty (30) days after the date of invoice.
- 3.2 Payment for Additional Services** - The Company will invoice charges for additional Services such as new users, mailbox space and disk usage on the date these Services commence. The minimum invoice period is one (1) month and invoices are due on receipt.
- 3.3 Returns on Cheque, Credit Cards, Direct Debits** - If the bank returns a cheque or fails to honour your credit card or electronic payment due to insufficient funds being available:
- there will be a £60.00 insufficient funds charge;
 - you will be notified by e-mail that your direct debit, cheque, credit card or payment method was not accepted;
 - your service may be suspended until the balance and the service charges are received; and
 - your account will be immediately considered to be in default until full payment is received.
- 3.4 Late Payment** – The Company reserves the right to restrict access to Services in the event that an invoice remains unpaid thirty (30) days after the date of invoice. Additionally, the Company may refuse to undertake work on behalf of the Customer in such circumstances.
- 3.5 Minimum Recurring Cost** - the Minimum Recurring Cost is equivalent to 75% of the average of the last six (6) months' invoices, excluding one-off costs. The Minimum Recurring Cost is applicable to all Agreements. All monthly service invoices falling below the Minimum Recurring Cost are subject to a Gap Payment (as defined below) and may be subject to additional charges at the Company's sole discretion.

Gap Payment - Customers are subject to an additional payment when reduction of Services by the Customer results in the current Recurring Cost falling below the Minimum Recurring Cost. The value of such additional invoice is calculated as the difference between the current Recurring Cost and the Minimum Recurring Cost ("Gap Payment"). Gap Payment invoices are raised each month the account remains below the Minimum Recurring Cost amount and are payable on receipt.

4 Default

Unless disputed within 10 business days from date of receipt by the Customer, accounts unpaid ninety (90) days after the date of invoice will be considered in default. All outstanding invoices shall become immediately payable on receipt of a termination notice under clause 7. If the Customer in default maintains any information or files on its servers, the Company may, at its discretion, remove all such material from its servers. Removal of such material does not relieve the Customer of its obligation to pay any outstanding charges owing by the Customer. Customers with accounts in default agree to pay the Company reasonable expenses, including solicitor fees and costs for collection by third-party agencies, incurred in enforcing these Terms and Conditions.

5 Order Cancellation

Orders can only be cancelled by the Customer prior to the Project Kick-off meeting. The Company will use reasonable endeavours to deliver or perform (as appropriate) the Customer's orders for the Services prior to the Go Live Date, but the time of delivery or performance will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the Go Live Date, the Company will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the Customer for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or performance except as set out in this condition. Any delay in delivery or performance will not entitle the Customer to cancel the order unless and until the Customer has given thirty (30) days' written notice to the Company requiring the delivery or performance (as appropriate) to be made and the Company has not fulfilled the delivery or performance within that period. If the Customer cancels the order in accordance with these conditions, then:

- 5.1 Refunds** - the Company will not refund to the Customer any sums which the Customer has paid to the Company in respect of that order or part of the order which has been cancelled; and
- 5.2 Customer Liability** - the Customer will be under no liability to make any further payments in respect of that order or part of the order which has been cancelled.

6 Provision of Services

The quantity and description of the Services will be as set out in the Services Proposal (including any agreed additional specification). All other samples, correspondence, drawings, descriptive matter, specifications and advertising issued by the Company (or the manufacturer of Service supported goods) and any descriptions or illustrations contained in the Company's or manufacturer's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services represented by or described in them. They will not form part of the Agreement and this is not a sale by sample.

- 6.1 Service Term** – Subject to the provisions under clause 7 and unless otherwise stated, the term for each Service ordered hereunder shall continue for not less than twelve (12) calendar months from the date the Service commences (the "**Minimum Service Term**"). Following the Minimum Service Term, each Service ordered hereunder shall continue until terminated in accordance with clause 7 or until a superseding Agreement is established between the Company and the Customer.
- 6.2 Customer User Accounts** - Will be assigned to each user to provide access to Services and data of the Customer. The use of the Customer user account is subject to the conditions explained in the Company's Acceptable Usage Policy ("AUP"). The AUP is available for download at <https://www.everythingtech.co.uk/it-farm-legal/>
- 6.3 IP Addresses** - If the Company assigns a Customer an IP address for use with the service plan, the right to use that IP address shall belong only to the Company and the Customer shall have no right to use that IP address except as permitted by the Company. The Company shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customers and the Company reserves the right to change or remove all such IP addresses.

- 6.4 Customer Data** - The content of the data stored anywhere on the Company's systems by the Customer is the sole responsibility of the Customer. All such data must comply with the Company's Acceptable Usage Policy <https://www.itfarm.co.uk/legal/>
- 6.5 Intellectual Property Ownership** - All Customer Data (files, database, emails and website content) is the intellectual property of the Customer, unless stated otherwise in writing and signed by both parties.
- 6.6 Customer's Right to Possession of Data** - The Customer owns without exclusivity all data created and/or modified by employees and authorised agents of the Customer which is stored on the Company's systems.
- 6.7 Domain Name Registration and Management** - If registration of a domain name is performed by the Company on your behalf, we will in no way guarantee that a particular domain name can be registered by you. Domain names are not to be used in any way or advertised until you have received written confirmation of registration. At the time of registration of the domain name the Customer must enter into a registration agreement with the appropriate registrar in accordance with the relevant terms and conditions provided by the registrar. All domain names managed by the Company remain the property of the Customer and can be transferred at any time to another internet service provider (subject to the restrictions laid out in clause 3.4 and clause 4).
- 6.8 Third Party Services** - The Customer acknowledges that the Services Proposal may include some services provided or administered by third party vendors ("Third Party Services"). The Customer agrees that such Third Party Services shall be subject to additional terms set forth by each service's vendor (including, but not limited to, General Terms and Conditions, Service Level Agreements and Acceptable Use Policies). In the event of conflict, unless otherwise agreed in writing, the vendor's terms shall take precedence. Where applicable, Third Party Services and their respective vendors will be detailed within the Services Proposal.

7 Termination

Subject to the below provisions either party may terminate this Agreement by giving no less than one hundred and eighty (180) days' written notice to the other party, such notice to expire either on or after the Minimum Service Term (see clause 6.1). Written notice of termination must be clearly labelled as a termination notice in its subject and either sent to the Company's registered address at IT Farm, C/O Ascendis, Unit 3, Building 2 The Colony Wilmslow, Altrincham Road, Wilmslow, Cheshire, United Kingdom, SK9 4LY, or emailed to: terminations@itfarm.co.uk. Telephone requests for termination of Services will not be honoured. If the Company has secured a domain name (i.e. yourcompany.com) for you, the said domain name will not be released while there is an outstanding balance owing to the Company.

- 7.1 Breach of Agreement** - Either party may by written notice terminate the Agreement immediately if the other party is in material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within ten (10) Business Days of being notified in writing to do so or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect ("Insolvency Event").
- 7.2** The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either the Customer or the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.
- 7.3 Transfer of Live Customer Data following Termination Notice**
- 7.3.1** Following service of a notice of termination (by either party) and subject to clause 7.3.5 and 7.3.7, the Customer may request and the Company shall carry out a one-off transfer of all Live Customer Data hosted by the Company on to a physical device (the "Transfer Materials") to the Customer or such person as it may request (subject to the Customer accepting liability for any such request). The Customer must submit any request for Transfer Materials by the last Business Day of the notice period or, where notice of termination is immediate, within five (5) Business Days of the notice being served.
- 7.3.2** The Transfer Materials will be exported as follows:
- a copy of the Customer data files and folder structure will be exported as held on our file servers;
 - Customer databases will either be exported or provided as a native backup copy; and
 - Customer emails will be exported in the personal storage table .pst format.
- The Company shall encrypt all Transfer Materials on the physical device. Subject to clause 7.3.6, if the Customer requires the Transfer Materials to be provided in a different format and this is technically possible (as determined by the Company, acting reasonably), the Company shall use reasonable endeavours to provide the Transfer Materials in the required format. The Customer acknowledges that provision of the Transfer Materials in an alternative format may require additional time and expertise and the Company reserves the right to charge the Customer for such time and expertise in accordance with clause 7.3.6.
- 7.3.3** Subject to clause 7.3.2 and providing the Company has received all undisputed payments due from the Customer in accordance with the terms of the Agreement, including under clauses 7.3.4, 7.3.5 and 7.3.6, the Company shall commence the preparation of the Transfer Materials no later than three (3) Business Days following the receipt of a Customer request for such Transfer Materials (or if applicable, following an Insolvency Event). The Company shall notify the Customer once preparation of the Transfer Materials has been completed and the Transfer Materials will be available for collection by the Customer (or, where applicable, collection by a courier in accordance with clause 7.3.4) from the following Business Day. Where the Transfer Materials have not been collected by or on behalf of the Customer within three (3) months of the Company's notification as set out above, the Company shall arrange a courier to deliver the Transfer Materials to the Customer's invoice address at the Customer's expense and at the Customer's risk. The encryption keys to access the Transfer Materials will be emailed to the Customer's email address following the delivery of the Transfer Materials. Unless otherwise notified to the Company prior to the delivery of the Transfer Materials, the Company will email the encryption keys to the last known Customer email address. The Company will not be able to retrieve, access or re-send the encryption key once it has been accessed by the Customer. It is the Customer's responsibility to ensure that:
- the correct email address is used and to notify the Company if an alternative email address should be used; and
 - the encryption keys and encryption details are maintained in a safe and secure environment.
- 7.3.4** Unless clause 7.3.5 applies, the Transfer Materials shall be provided free of charge, save that the Customer shall pay for the cost of the physical device(s) and (if the Customer is unable to collect the physical device(s) in person) collection of the physical device(s) on behalf of the Customer. The Customer acknowledges that delivery of the relevant physical device(s) by the Company to a courier on the Customer's request is at the Customer's risk.
- 7.3.5** The Company reserves the right to charge for the provision of the Transfer Materials where the Agreement is terminated by the Company in accordance with clause 7.1. Such charges shall be calculated on a time and materials basis, in accordance with the Company's then-current rate card.
- 7.3.6** If the Customer requires any additional downloads and/or additional copies of the Transfer Materials or the Transfer Materials to be provided in a different format, the Company reserves the right to charge for the provision of such services on a time and materials basis, in accordance with the Company's then-current rate card.
- 7.3.7** The Customer acknowledges that the Services provided under the Agreement may still be available after the Company has created the Transfer Materials. Any use of the Services following the creation of the Transfer Materials will be at the Customer's risk and the Company is not obligated to provide any further copies of Live Customer Data following the creation of the Transfer Materials unless otherwise agreed between the parties.

- 7.3.8** Unless otherwise agreed between the parties, the Company will delete all Live Customer Data within thirty (30) days from termination of the Agreement.

8 Liability of Company

The Company warrants that it will perform the Services with all reasonable care and skill. The Company does not exclude its liability (if any) to the Customer:

- 8.1** for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
- 8.2** for personal injury or death resulting from the Company's negligence;
- 8.3** under section 2(3) Consumer Protection Act 1987;
- 8.4** for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or
- 8.5** for fraud or fraudulent misrepresentation.

The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the Charges paid by the Customer under the Agreement during the twelve (12) months before the cause of action arose.

9 Legal Restrictions

The Services may be used for lawful purposes only. Submission, transmission, or maintenance of any information or materials in violation of any UK laws, acts or regulations is prohibited. This includes, but is not limited to, material legally judged to be threatening or obscene. The Customer must:

- 9.1** respect the conventions of the newsgroups, lists and networks used;
- 9.2** respect the legal protection afforded by copyright, trade marks, licence rights and other laws to materials accessible via the Services;
- 9.3** respect the privacy of others;
- 9.4** use the service in a manner that does not interfere with or disrupt other network users, services or equipment; and
- 9.5** refrain from acts that waste resources or prevent other users from receiving the full benefit of the Services.

10 Restrictions on the Customer

- 10.1** The Customer undertakes to the Company (and each member of the Company's Group) that except with the prior written consent of the Company, it shall not (and shall procure that no member of the Customer's Group shall) at any time during the Restricted Period:
 - 10.1.1** initiate or participate in any discussions, or have contact of any kind, with any officer or employee of the Company (or any member of the Company's Group) except as required by the ordinary course of business between the Company (or the Company's Group) and the Customer;
 - 10.1.2** employ or offer to employ, or enter into a contract for the services of a Key Employee, or procure or facilitate the making of any such offer by any other person;
 - 10.1.3** entice, solicit or procure any Key Employee to leave the employment of the Company (or any member of its Group), or make any attempt to do so, whether or not the Key Employee would commit a breach of contract in leaving their employment;
 - 10.1.4** canvass, solicit or otherwise seek the custom of, or have any dealings with any person who is or who has been at any time during the period of twelve months immediately preceding the date of this Agreement, a Restricted Customer, in relation to the supply of goods, products or services which are the same as or similar to those supplied by the Company (or the Company's Group);
 - 10.1.5** induce or attempt to induce a Restricted Customer to cease conducting, or to reduce the amount of business conducted with, or to vary adversely the terms upon which it conducts business with, any member of the Company's Group, or do any other thing which is reasonably likely to have such an effect.
- 10.2** The undertakings in clause 10.1 are intended for the benefit of, and shall be enforceable by, the Company (and each member of its Group) and apply to actions carried out by the Customer (or any member of the Customer's Group) in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on its own behalf or on behalf of, or jointly with, any other person.
- 10.3** Each of the undertakings in clause 10.1:
 - 10.3.1** is considered fair and reasonable by the parties;
 - 10.3.2** is a separate undertaking by the Customer; and
 - 10.3.3** shall be enforceable separately and independently of any person's right to enforce any one or more of the other undertakings contained in that clause.
- 10.4** The placing of an advertisement of a post available to members of the public generally and the recruitment of a person through an employment agency shall not constitute a breach of the Customer's undertakings in clause 10.1, provided that neither the Customer nor any member of its Group, or its respective officers or employees, encourages or advises such agency to approach a Key Employee.

11 Indemnity

The Customer agrees to indemnify and hold harmless the Company from any and all claims resulting from:

- 11.1** the Customer's use of the Services which cause damage or loss to the Customer or a third-party; and
- 11.2** a third-party illegally obtaining access to the Services and causing damage or loss, where such damage or loss arises from or is caused by an act or omission of an authorised user of the Customer or in circumstances where multi-factor authentication has not been used or adopted.

12 Disclaimer

- 12.1 Save as provided for in clause 8, the Company makes no warranties of any kind, whether express or implied, for the Services it provides. The Company also disclaims any warranty of merchantability or fitness for a particular purpose. The Company will not be responsible for any direct, indirect or consequential damages which may result from the use of its Services including loss of data or profit resulting from delays, non-delivery or interruption in Service.

13 Force majeure

- 13.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 13.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 13.1.2 epidemic or pandemic;
 - 13.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 13.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 13.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 13.1.6 collapse of buildings, fire, explosion or accident;
 - 13.1.7 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - 13.1.8 interruption or failure of utility service.
- 13.2 Provided it has complied with clause 13.4 if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 13.4 The Affected Party shall:
- 13.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 13.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 4 weeks written notice to the Affected Party.

14 General

- 14.1 If there is an inconsistency between any of the clauses of the Terms and Conditions, the Service Level Agreement and/or the Special Conditions (if applicable), then the following order of precedence shall apply:
- 14.1.1 the Special Conditions;
 - 14.1.2 the Service Level Agreement;
 - 14.1.3 the Terms and Conditions.
- 14.2 Each right or remedy of the Company under the Agreement is without prejudice to any other right or remedy of the Company whether under the Agreement or not.
- 14.3 If any condition or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
- 14.4 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 14.5 The Approval of Terms shall only be amended or made by the parties in writing.
- 14.6 The Company may only assign, delegate, license, and hold on trust or sub-agreement all or any part of its rights or obligations under the Agreement with the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed).
- 14.7 The Agreement is personal to the Customer who may not assign, delegate, license, and hold on trust or sub-agreement all or any of its rights or obligations under the Agreement without the Company's prior written consent.
- 14.8 The Agreement contains all the terms which the Company and the Customer have agreed in relation to the Goods and/or Services (as appropriate) and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods and/or Services. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Agreement. Nothing in this condition will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
- 14.9 The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 14.10 Any notice in connection with the Agreement will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted.
- 14.11 The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by English law. The courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Agreement. The parties agree to submit to that jurisdiction.