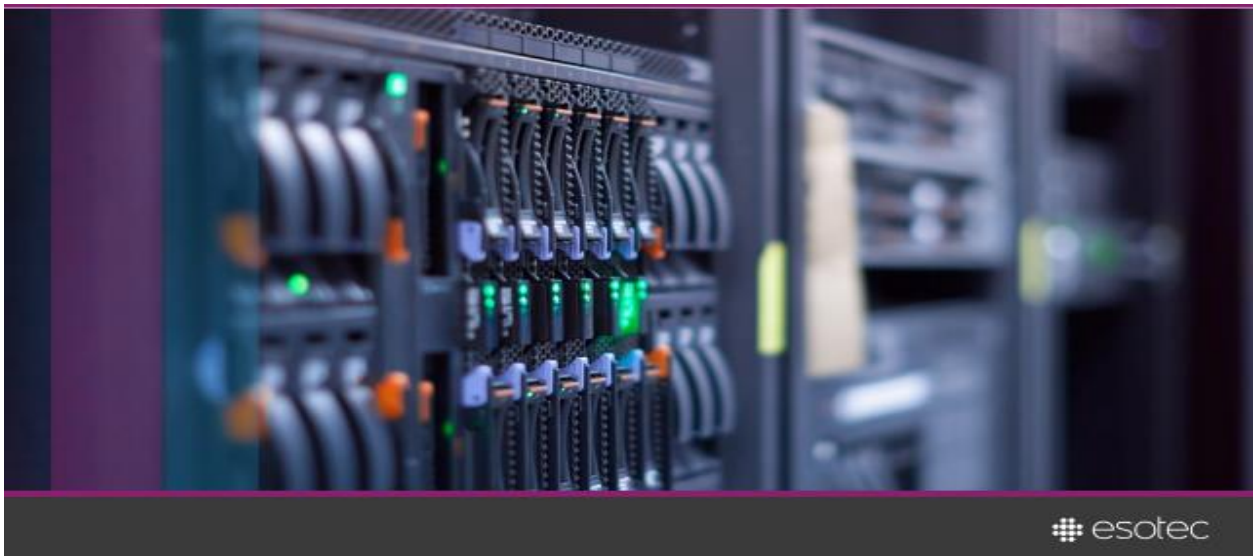




Nasirulahi Wali-fathu Greater Manchester

Home Office Protective Security Funding Scheme



Company Registered Number: 10074925

VAT Registration No: 237 6078 90

Proposal Reference: Q9589, Q9590, Q9591

Esotec are pleased to present this proposal document for the provision of security enhancement measures as part of the Home Office Protective Security Funding Scheme.

Esotec has pleasure in providing this proposal to:

Customer:	Nasirulahi Wali-fathu Greater Manchester
Address:	49 Beresford Road, Manchester, Lancashire, M13 0GT
For the attention of:	Adewale Hassan
Proposal Number:	Security Measure 1: CCTV, Q9589 Security Measure 2: Intruder Alarm System, Q9590 Security Measure 3: Gates & Fencing, Q9591
Proposal Date:	Monday 24 th January, 2022
Customer Order / Reference:	169687776

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Contact Information

In case of questions or requests for any further information regarding this document, please contact:

Places of Worship Team

Esotec Limited

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Introduction

PoW protective security funding scheme

The places of worship (POW) protective security funding scheme provides funding for protective security measures to places of worship and associated faith community centres that are vulnerable to hate crime. The scheme allows for bids up to 3 protective security measures, and the maximum government funding available to any place of worship or associated faith community centre for the installation of the protective security measures is £56,000. It should be noted that this funding is for the physical installation only. **Costs associated with obtaining planning permissions or consents, or costs associated with any preparatory work identified at survey stage to facilitate installation (such as clearing the grounds) must be funded by the POW.**

The scheme is only able to provide security measures at buildings where regular worship takes place and does not cover other buildings such as educational institutions or accommodation.

The criteria of the scheme have been set in order to benefit as many places of worship and associated faith community centres as possible.

The PoW application process

This proposal reflects the fact that your application met the basic criteria defined by the Home Office for your PoW to be surveyed and a proposal issued.

The next step in the process is for you to:

- Review the Esotec proposal and accompanying documentation.
- Assess which security measure(s) you wish to proceed with, based on the proposal.
- Sign and return the form at Annex A that demonstrates your commitment to proceed with the chosen security measure(s) and that you understand that there may be a requirement for your PoW to undertake an activity, for example, making planning applications on behalf of your Place of Worship, funding of this application and any ongoing drawings etc. that may be required to facilitate or support your application.
- Complete, sign and return the Annex D document that allows us to understand which, if any permissions are required to facilitate the installation of the security measures at your Place of Worship

Esotec Limited

Following a competitive tender Esotec were selected as the preferred partner to the Home Office to ensure a consistent, professional, proportionate, feasible and cost-effective means of delivering security enhancements to Places of Worship that have been subject to hate crime and that have applied for Home Office funding.

Esotec Limited are a leading provider of security and surveillance solutions, we operate in complex operating environments and deliver against requirements of organisations in transportation, energy and utilities, industrial and petrochemical sectors, as well as those responsible for the safety and security of crowded public spaces and VVIP's. Esotec combines specialist consulting, integration, and delivery services with a range of proprietary technology solutions.

Health and Safety

Esotec has health and safety accreditation including membership of the Institute of Occupational Safety and Health (IOSH) and the Contractors Health and Safety (CHAS) assessment scheme. Several employees have also undergone National Examination Board in Occupational Safety and Health (NEBOSH) training. Fundamentally, the policy of Esotec is to ensure, so far as is reasonably practicable, the health, safety and welfare of all its employees, visitors and all those who may be affected by the company's activities.

Testing and acceptance

We operate a rigorous testing, acceptance and commissioning process in order to ensure the quality of our services and client satisfaction. Our approach follows a multi-stage acceptance regime to ensure that all elements of the solution are fully tested and commissioned as an integrated solution prior to handover to the client.

Quality systems

Esotec is an ISO 9001:2015 accredited company (certificate number 2624) committed to providing an efficient and effective quality service that meets the highest standards of delivery. The globally recognised ISO 9001:2015 gives the requirements for quality management systems and provides assurance about our ability to satisfy quality requirements and to enhance customer satisfaction in supplier-customer relationships.

Environment and sustainability

At Esotec we are committed to a continual process of assessment and development to decrease the environmental impact of the design, supply and activities of our business operations. We regularly scrutinise the green credentials of our business practices and equipment suppliers with the aim of being efficient and effective in our use of energy.

Insurances

Esotec holds all requisite insurance policies including Employer's Liability, Public Liability, Products Liability and Professional Indemnity. Certificates and details can be provided on request.

Requirements

The visit to your Place of Worship was undertaken alongside a Design Out Crime Officer (DOCO) from your local Police force to ascertain security measures that would add the most benefit to your Place of Worship. The proposed measures are those recommended following our security survey.

The security measures and equipment that have been proposed below are based on DOCO recommendations and the Funding Scheme guidelines which include a Home Office approved list of specific security equipment. The manufacturer and model numbers of security equipment offered under this scheme are not open for negotiation.

Solution Overview

Security measure 1: CCTV

Security measure 2: Intruder Alarm System

Security measure 3: Gates & Fencing

Commercial Proposal

Esotec have been instructed to provide a solution that is as cost effective as possible, but which provides a high quality and reliable system which is extensible for the future. This requires the implementation costs to be low and our technical solution to be proportionate to the requirements.

Security Measure 1, CCTV, Q9589

4 Camera CCTV system

Security Measure 2, Intruder Alarm System, Q9590

Intruder Alarm System composed by 7 PIR and 4 Door Contacts

Security Measure 3, Gates & Fencing, Q9591

Installation of 76mt of V mesh fencing including 1 Vehicle gate 4mt wide, 1 Pedestrian gate 2.5mt wide and 1 Rear gate 1.2mt wide.

Terms and Conditions (please see Annex 'D').

We have attached our standard contract terms and conditions below for your review.

Project Delivery

If your application is approved by the Home Office, Esotec will allocate a Project Manager to work directly with you to plan the installation works. The Project Manager will work with you to:

- Determine whether a detailed survey needs to be undertaken prior to the start of works to allow detailed design of electrical systems or physical protective security measures prior to manufacture.
- Identify any physical protective security measures that are made to the exact measurements of your PoW features as these may incur up to 12 weeks lead time.
- Clarify with the PoW any pre-installation requirements that need to be fulfilled by the PoW prior to the commencement of works.
- Arrange a mutually agreeable and achievable installation start date.
- Discuss ongoing support options to provide coverage after the initial 3-months cover.

Testing, Commissioning and Handover

- All test results will be documented and handed over during a hand over meeting.
- Basic system training for the end user will take place during a hand over meeting.

Documentation

The following documentation (where applicable) will be issued post installation:

- Manufacturer's documentation.
- Indicative Floorplan diagrams showing security equipment locations.
- Relevant test certificates.
- Asset register.
- Planned Preventative Maintenance recommendations.

Warranties

Equipment Warranty

Unless otherwise indicated or where a pre-existing maintenance contract is in-place, Esotec's Equipment Warranty Terms (essentially 12-month Return to Base) on-site will apply.

Equipment Warranty is offered with Esotec's products and system solutions. It is offered for a period of 12 months from the time the product or system solution is supplied to the client. Equipment Warranty only covers the electronic equipment components supplied by Esotec and excludes software and any third-party components that may interface with the Esotec system solution. In the event of a fault, it is the customers' responsibility to return the defective hardware component to Esotec and the customer shall bear all transportation costs. Any warranty claims must be reported to

Esotec during normal office hours, and the customer will be issued an RMA number and the return address details. Esotec shall use reasonable efforts to diagnose the fault, repair and return the equipment to the customer. If the hardware component cannot be repaired Esotec may, at its sole discretion, supply the client with a replacement hardware component. If the hardware component is found to be fault free, Esotec reserves the right to charge the client for the costs associated with the diagnostics investigation. Nothing within this Equipment Warranty obliges Esotec to repair a fault within a specific period nor to visit the client's site to investigate the fault or complete the repair.

Please note: The warranty will become null and void if the equipment is in any way interfered with, or tampered with, by any person not authorised by Esotec Limited. Damage caused to the equipment by vandalism, theft, terrorist attack, power faults or Acts of God are not covered under this warranty. Please refer to Esotec's Standard Terms and Conditions of Sale.

Onsite Service and Maintenance Contract

To enhance these warranty provisions Esotec offer a Service and Maintenance contract that includes onsite engineer attendance in the event of an equipment fault or malfunction, and a planned preventative maintenance to complete the recommended PPM (Planned Preventative Maintenance) recommendations on behalf of the customer. The Service and Maintenance contract is subject to an additional charge and not eligible for the Home Office PoW Protective Security Funding Scheme. If this is of interest, please contact your Esotec Project Manager for additional information.

Assumptions and Exclusions

This document has been prepared based on the information contained within the DOCO report and following our site visit. It represents our interpretation of this information, to which we feel our proposed design is fully compliant with the client's requirement. However, if items have not been included within the document, or we have misinterpreted the requirement within, we reserve the right to amend this quotation in accordance with additional or new information, or to withdraw the offer entirely.

All Information contained within this proposal is considered strictly confidential and is supplied only to the company or person nominated in this capacity.

All information contained within the proposal is retained, wholly or in part, as the property of Esotec Limited. This is to include all supplementary information such as specifications, drawings, brochures and includes all commercial information such as pricing.

Any use of this information by the client other than for the purposes of the Places of Worship (PoW) application needs to be agreed with Esotec Limited in advance and in writing.

General

1. Unless stated within the proposal, Esotec have not allowed for the installation of any 240 VAC power supplies at any equipment locations. The Esotec proposal will provide detailed power requirement schedules and will include detailed containment requirements. If Esotec have allowed for the installation of new electrical circuits, these circuits will comply with the relevant standards. If Esotec are to use existing circuits (for example connect to a socket

- outlet) Esotec will assume that these circuits are tested and conform to the relevant electrical standards.
2. We have assumed that the Customer will provide any necessary HSE training/induction/permits and/or paperwork and/or personnel as necessary on site for installation.
 3. Site Access. The Customer is responsible for providing the necessary security access, passes, permits and supervision to enable Esotec and its nominated sub-contractors free and unhindered access to all required areas of the site during the below working hours.
 4. The full installation shall be carried out by Esotec Limited using its own personnel or approved sub-contractors. An installation programme will be agreed in writing prior to commencement of any works however, it is assumed that the installation will be carried out in one continuous visit between the hours of 8:00 and 17:00, 5 days per week Monday – Friday, excluding bank holidays. If the installation is unable to be completed due to reasons beyond the control of Esotec Limited, then Esotec reserve the right to make a charge for any return visit. All abortive visits shall be charged for. All additional installation visit charges shall be based upon Esotec Limited current labour and travelling rates including mileage. Where appropriate, on completion of all installation works, a formal hand over of all installed equipment shall be carried out.
 5. Provision of access for delivery and a secure area for equipment is to be provided by the customer. Adequate protection of materials delivered to site shall become the responsibility of the client whether they are installed or not. Any materials damaged whilst in the custody and protection of the client will only be repaired/replaced at the client's cost. Esotec Limited will undertake to inform the client of any such damage and will advise costs prior to proceeding with any repairs/replacements as required.
 6. Customer to provide free of charge welfare facilities to include as a minimum hand washing facility, toilets, area to provide protection in adverse weather conditions.
 7. Where Esotec are installing equipment to an existing system, Esotec will require the customer be provide any required system passwords and documentation for the system. It is assumed that the system is functional and operating correctly. Esotec reserve the right to charge additional cost for time incurred in identifying faults in equipment not supplied by us.
 8. If required, existing (and new) ducting is roped, clear of any debris and/or water and free. Any works required to clear the existing route, or the provision of additional ducts if required, will be at an additional charge.
 9. Esotec have assumed that power (240V) will be provided free of charge to support the installation and charging of plant and tools.
 10. No hazardous materials are present. If hazardous materials are identified by either party while work is being carried out, Asbestos for example we reserve the right to cease work

immediately and to recommence only after receiving written confirmation that the hazardous materials have been removed or made safe.

11. It is important to note that it is the responsibility of the client to ensure that planning permission and all other necessary permissions to conduct the works, are secured by the Customer prior to the start of any works. Esotec will accept no liability whatsoever for any legal proceedings which might arise from the lack of any such permission.
12. Esotec, its nominated sub-contractor and/or the Home Office cannot cover any costs in relation to planning applications, this including drawings, further works, fees or tasks required to facilitate your Place of Worship application, and it is understood that any financial transactions made in relation to planning applications are undertaken solely at the risk of the Place of Worship.
13. We assume that if the property is leasehold, landlords' consent has been granted and approved for the installation of new security systems.
14. Esotec have not allowed for the removal of any stock, furniture or fixtures and obstructions which may hinder the execution of the proposed works.
15. A reasonable level of lighting in all working areas to be provided by the customer.
16. We assume that Esotec or its nominated sub-contractor will have free access / parking for works vehicles.
17. Personal Protective Equipment (PPE), Esotec require all personnel to wear appropriate PPE to carry out the works on site. Depending on the type of works this will include high visibility clothing, hardhat, eye protection, hand protection and protective footwear. Our engineering team are issued with overshoes that they will use when entering the building or clean areas, as required.
18. Disposal of any existing equipment, or materials, will be the responsibility of the customer unless agreed with Esotec.
19. Esotec have assumed that waste generated during the works can be disposed into the customers waste bins. Larger items of waste including building waste etc will be removed from site or where necessary a licensed skip will be organised by Esotec.
20. Esotec or its nominated sub-contractor will be non-labile for damage caused by removal of existing assets.

Annex A: PoW Approval to Proceed

Following your initial application as part of the Places of Worship protective security funding scheme and following site survey you have now received this proposal.

In order to proceed with your application, we require:

- confirmation that you wish to continue with the application process and select each Security Measure you wish to be installed, and
- confirmation that you understand your responsibilities as defined in Annex B

Please complete the form below and return it to pow_sfs_2021@esotec.co.uk

APPROVAL TO PROCEED

We, [Nasirulahi Wali-fathu Greater Manchester](#), Application Number [169687776](#), wish to proceed with our application for the Security Measures listed below. We also understand and agree to any pertinent responsibilities defined in Annex B.

		Proceed	Do not Proceed
Security Measure 1:	CCTV, Q9589	<input type="checkbox"/>	<input type="checkbox"/>
Security Measure 2:	Intruder Alarm System, Q9590	<input type="checkbox"/>	<input type="checkbox"/>
Security Measure 3:	Gates & Fencing, Q9591	<input type="checkbox"/>	<input type="checkbox"/>

Signed on behalf of [Nasirulahi Wali-fathu Greater Manchester](#)

X

PoW CONTACT NAME (PLEASE PRINT)

X

PoW CONTACT SIGNATURE

X

DATE

Annex B: PoW Responsibilities

Recipients of funding are:

- accepting that the award of a grant to install security measures at your place of worship does not include local authority or landlord permission to carry out the works. If your application is successful, you will need to check if further permissions are needed for the work to be carried out (for example, planning permission, listed building consent, faculty permission and so on). We ask you to seek any permissions required as quickly as possible, as all measures must be delivered and completed in a timely manner. Esotec will seek confirmation from the applicant that the application process for consent has been started, within two weeks of notification of a successful application, in order to meet the timescales of the scheme.
- To register with the Information Commissioner's Office if CCTV is installed.
- Responsible for paying for any offsite alarm monitoring after year 1.
- Make their site available for inspection by the Home Office.
- Responsible for the upkeep of any secure measures installed, starting 3 months after installation date (extended support option is available)
- Responsible for liaising with any authorities where planning permission or special consents are required (see Annex C)
- To commit to and not change any agreed dates for installation works.
- To treat Esotec and delivery partners with respect and to prevent any anti-social behaviour towards Esotec or delivery partner staff when attending site to carry out surveys or undertake works by the Place of Worship congregation. This includes other members of the congregation preventing Esotec from undertaking agreed works. By signing and returning the Annex A you are acting on behalf of your Place of Worship and agreeing the proposed measures as detailed in this proposal and supporting documents.
- To act as a single point of contact for your Place of Worship and act as the decision maker on behalf of your Place of Worship when communicating with the Home Office, Esotec or their delivery partners. Esotec and their delivery partners will not be drawn into Committee meetings or engage in cross table negotiations with multiple members of the Place of Worship. This sort of behaviour is not permitted as it will prevent timely delivery of security measures and lead to delays and on-costs that will be fully chargeable to the Place of Worship.
- Responsible for ensuring the required communications link (e.g. BT Line / GSM) is available where there is a requirement for offsite monitoring (alarms).
- Responsible for ensuring that the Esotec or its nominated sub-contractor's working area is safe and accessible/free from obstruction.
- Not to make a profit from installed measures
- Responsible for providing the necessary site access to enable Esotec and its nominated sub-contractors to gain access for installation and set-up.

Annex C: Grade 1 and Grade 2 listed building information.

Listed buildings are those which are of special historical, cultural or architectural interest or those which are of national importance and have been deemed to be worth protecting.

Historical buildings are commonly split into two categories – Grade I and Grade II listed buildings.

Buildings on the List are given one of three grades which denote their level of importance, Grade I being the highest. The Grades are: -

- Grade I - Are of exceptional interest
- Grade II* - Are particularly important
- Grade II - Are of special interest

If a building is listed as Grade I, this is because the site is of exceptional national, architectural or historical importance. It is rare to find a Grade 1 listed building compared to a Grade 2 listed site, simply because of the significance that is placed on such sites. Examples of Grade I listed buildings include popular tourist attractions such as Buckingham Palace, the Houses of Parliament and Tower Bridge. Only 2.5% of all listed buildings fall into the Grade I category.

To find out if a property in England or Wales is listed just search the lists which are available on the following links:

England: <https://historicengland.org.uk/listing/the-list>

Wales: <http://lle.gov.wales/Catalogue/Item/ListedBuildings/?lang=en>

Although listing a building is important as it recognises the property's historical and cultural significance, it is also important to remember that listing does not prohibit change or require the building to be preserved exactly as it is at that moment in time. In simple terms, it just means that to make a change to the building that could affect its appearance, structure or historical design, the owner of the property must apply for listed building consent prior to completing any work. Further information can be obtained by following the link below:

https://www.planningportal.co.uk/info/200126/applications/60/consent_types/7

Esotec will support your Place of Worship to apply for Listed Building Consent, or religious building equivalent (where applicable), by supplying details of equipment, fixing positions and cable routes for externally mounted security equipment. These will be overlaid onto elevation plans or photographs supplied by the Place of Worship. **Esotec are not responsible for producing scale drawings or elevations of your Place of Worship which may be necessary for the planning or LBC application.** Esotec are not responsible for producing a heritage statement for your Place of Worship and this should be sought in advance from a heritage architect or equivalent specialist.

Annex D: Permissions Form

Prior to any works taking place, your Place of Worship should satisfy itself that any permissions required to facilitate the installation of the security measures have been applied for and have been approved.

In order to best assist you with regards to your planning permission, we would ask that you complete the below form and return this to us within 1 week of receiving this proposal document.

Examples

None – No planning permission is required for the installation of this security measure, and as such, our contractor shall be instructed to proceed with the installation.

Local – Examples include but are not limited to: Building owner or landlord, neighbouring building / landowners, local committee / congregation, Fabric Committee / Diocese, or otherwise all informal applications

Formal – Examples include but are not limited to: Local Authority / Council / Highways Department, British Heritage, Conservation Areas / Listed Buildings Consent

We recognise that in many cases both a Local and Formal planning application may be necessary, where this is the case, please tick both boxes

Measure	Category	None	Local	Formal
Measure 1:	CCTV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Measure 2:	Intruder Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Measure 3:	Gates & Fencing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signed on behalf of [Nasirulahi Wali-fathu Greater Manchester](#)

X

PoW CONTACT NAME (PLEASE PRINT)

X

PoW CONTACT SIGNATURE

X

DATE

Annex E: Esotec Terms and Conditions

1. Application of the Terms

- 1.1 The following terms and conditions (Conditions) shall apply to and be incorporated into a contract between the Customer (being the party set out in the accompanying proposal) and ESOTEC Ltd. registered in England and Wales with company number 10074925 (ESOTEC).
- 1.2 A purchase order from the Customer constitutes an offer to buy the Equipment and Services set out in the Proposal (as defined below) on these Conditions. The purchase order shall only be deemed to be accepted when confirmed by ESOTEC, and the contract shall be deemed to come into existence at that point (Commencement Date). Any quotation given by ESOTEC (whether in a Proposal or otherwise) shall not constitute an offer and is only valid for a period of 30 days from its date of issue. The terms set out in the Proposal, although not constituting an offer, are intended to form part of the Contract following acceptance of a purchase order and will have contractual force (unless otherwise stated in the Proposal).
- 1.3 Only the designs, descriptions and specifications set out in the Proposal form part of the Contract and shall be binding on ESOTEC. All other descriptions or materials are illustrative only, and do not form part of the Contract.
- 1.4 The contract (Contract) shall consist of these Conditions together with a purchase order from the Customer and the Proposal. These Conditions apply to the Contract to the exclusion of all other terms and conditions, unless explicitly referenced in a Proposal, and shall take priority over and apply to the exclusion of any inconsistent terms referred to in any purchase orders, any Customer standard terms, or any terms that may be implied by custom, trade or a course of dealings.
- 1.5 The Customer acknowledges that once a purchase order has been accepted, ESOTEC will place relevant orders and incur expenses for the Equipment and will allocate resources for Services. Should the Customer wish to cancel an order within 14 days of the Commencement Date, it must give ESOTEC written notice of the cancellation, and ESOTEC will use reasonable efforts to reallocate resources, and the Customer acknowledges that it will be responsible for all unavoidable costs incurred by ESOTEC in cancelling such contract.

2. Interpretation

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

2.1 Definitions:

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

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the Data Protection Act 2018 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); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: the deliverables set out in the Proposal and confirmed in a purchase order.

Equipment: the equipment (or any part of them) set out in the Order.

Equipment Specification: any specification for the Equipment, including any relevant plans or drawings that is agreed in writing by the Customer and ESOTEC and set out in the Proposal.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights.

Order: the Customer's purchase order for the supply of Equipment and/or Services, as set out in the Customer's purchase order form referencing the Proposal, or the Customer's written acceptance of ESOTEC's quotation set out in the Proposal.

Proposal: a quotation for the supply of specific good and services by ESOTEC to the Customer on these Conditions

Services: the services, including the Deliverables, supplied by ESOTEC to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided by ESOTEC to the Customer in the Proposal.

Software: any software to be provided by ESOTEC to the Customer in accordance with the terms of the Contract.

2.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) 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.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to writing or written includes fax and email.

3. Equipment and Software

3.1 Esotec shall engineer, sell and deliver the Equipment described in the Proposal. The Equipment shall comply with any applicable Equipment Specification. ESOTEC reserves the right to amend the Equipment Specification if required by any applicable statutory or regulatory requirement, and ESOTEC shall notify the Customer in any such event.

3.2 To the extent that the Equipment are to be manufactured in accordance with a Equipment Specification supplied by the Customer, the Customer shall indemnify ESOTEC 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by ESOTEC arising out of or in connection with any claim made against ESOTEC for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with ESOTEC's use of the Equipment Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Where set out in the Proposal, ESOTEC shall grant a licence of the Software on the following terms and conditions:

- (a) ESOTEC grants a non-exclusive, non-transferable, revocable licence to use the Software only with the Equipment purchased under this Contract for use at the specific Customer premises identified in the Proposal;
- (b) The Customer acknowledges that it may not, except as permitted in law, (i) modify, disassemble or decompile and Software or reverse engineer any portion of it, or permit others to do so without prior written consent from ESOTEC; or (ii) reproduce or copy any Software in whole or in part except to the extent necessary for archival or back-up.

3.4 The Customer shall not:

- (a) sub-license, assign or otherwise transfer the rights granted by clause 3.3;
- (b) allow the Software to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of ESOTEC.

4. Delivery of Equipment
 - 4.1 ESOTEC shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree in writing (Delivery Location). Delivery of the Equipment shall be completed on the completion of unloading of the Equipment at the Delivery Location.
 - 4.2 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. ESOTEC shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide ESOTEC with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
 - 4.3 If ESOTEC fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement equipment of similar description and quality in the cheapest market available, less the price of the Equipment. ESOTEC shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide ESOTEC with adequate delivery instructions for the Equipment or any relevant instruction related to the supply of the Equipment.
 - 4.4 If the Customer fails to accept delivery of the Equipment on the due date, then except where such failure or delay is caused by ESOTEC's failure to comply with its obligations under the Contract in respect of the Equipment, delivery of the Equipment shall be deemed to have been completed on that date and the Customer shall be liable for all additional costs and expenses (including but not limited to insurance, storage and shipping costs) until physical delivery takes place.
 - 4.5 ESOTEC may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
5. Quality of Equipment and Software
 - 5.1 ESOTEC warrants that on delivery, the Equipment (with the exception of the Software) shall:
 - (a) conform in all material respects with their description; and
 - (b) be free from material defects in material and workmanship,(the Equipment Warranty).
 - 5.2 ESOTEC warrants that on delivery, the Software shall conform in all material respects with the description in the Proposal (the Software Warranty).
 - 5.3 Subject to clause 5.4, ESOTEC shall, at its option, repair or replace the defective Equipment and/or Software, or refund the price of the defective Equipment and/or Software in full if:
 - (a) in relation to the Equipment (excluding the Software), the Customer gives notice in writing within 12 months of the date of delivery of the Equipment (excluding the Software) that some or all of the Equipment (excluding the Software) do not comply with the Equipment Warranty;
 - (b) in relation to the Software, the Customer gives notice in writing within 90 days of the date of delivery of the Software that some or all of the Software does not comply with the Software Warranty;
 - (c) ESOTEC is given a reasonable opportunity of examining such Equipment and/or Software; and
 - (d) the Customer (if asked to do so by ESOTEC) returns such Equipment and/or Software to ESOTEC's place of business at the Customer's cost.
 - 5.4 ESOTEC shall not be liable for the Equipment's failure to comply with the Equipment Warranty and/or the Software's failure to comply with the Software Warranty if:
 - (a) in relation to the Equipment (excluding the Software), the defect in the Equipment (excluding the Software) arises after the period of 12 months following the delivery of the Equipment (excluding the Software) has expired;
 - (b) in relation to the Software, the defect in the Software arises after the period of 90 days following the delivery of the Software has expired;

- (c) the Customer makes any further use of such Equipment and/or Software after giving a notice in accordance with clause 5.3;
 - (d) the defect arises because the Customer failed to follow ESOTEC's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment and/or Software;
 - (e) the defect arises as a result of ESOTEC following any drawing, design or Equipment Specification supplied by the Customer;
 - (f) the Customer alters or repairs such Equipment and/or Software without the written consent of ESOTEC;
 - (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, user error, or abnormal working conditions; or
 - (h) the Equipment and/or Software differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.5 Except as provided in this clause 5, ESOTEC shall have no liability to the Customer in respect of the Equipment's failure to comply with the Equipment Warranty and/or the Software's failure to comply with the Software Warranty.
- 5.6 The terms of these Conditions shall apply to any repaired or replacement Equipment and/or Software supplied by ESOTEC.
6. Installation and commissioning
- 6.1 Except where otherwise specified in the Contract, the Customer shall provide free of charge such labour, materials, electricity, stores, lifts, hoists, cranes, scaffolding and any other materials and apparatus as may be required by ESOTEC to properly install, commission and test the Equipment and Software on the Customer's premises. The Customer shall allow ESOTEC such free and uninterrupted access to the Customer's premises to allow ESOTEC to comply with its obligations under the Contract.
- 6.2 If the installation, commissioning and testing of the Equipment and Software is disrupted or delayed by any events outside of ESOTEC's control any additional costs and expenses incurred by ESOTEC shall be invoiced to the Customer and the Customer shall pay any such invoice in accordance with clause 10.7.
- 6.3 In the event that there is a delay in the installation, commissioning and/or testing of the Equipment and Software of 1 month or more which is caused by any act or omission of the Customer then ESOTEC may at its sole discretion cancel the installation, commissioning and/or testing of the Equipment and Software; the Equipment and/or Software shall be deemed to have been accepted, and ESOTEC may invoice the Customer for the balance of sums due under the Contract.
- 6.4 The Equipment and Software shall satisfy ESOTEC's standard inspection and testing procedures together with any other procedures as agreed by the Parties in writing at the time of acceptance of the Order. Additional inspection and testing will be charged to the Customer. If the Customer requires being present at such tests and provides ESOTEC with written notice of this requirement at the time of placing the Order ESOTEC shall give the Customer a minimum of seven days' notice in writing of the date and place at which the testing shall take place. If the Customer fails to attend on the date notified by ESOTEC the tests shall proceed in the Customer's absence and be deemed to have been made in the Customer's presence. If any re-testing be required due to the Customer's failure to attend ESOTEC may (at its sole discretion) issue an invoice to the Customer for any additional costs incurred by ESOTEC and the Customer shall pay that invoice in accordance with Clause 10.7.
7. Title and risk
- 7.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 7.2 Title to the Equipment shall not pass to the Customer until ESOTEC receives payment in full (in cash or cleared funds) for the Equipment and any other equipment and services that ESOTEC has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums.
- 7.3 Until title to the Equipment has passed to the Customer, the Customer shall:

- (a) store the Equipment separately from all other equipment held by the Customer so that they remain readily identifiable as ESOTEC's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- (c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on ESOTEC's behalf from the date of delivery;
- (d) notify ESOTEC immediately if it becomes subject to any of the events listed in clause 15.2(a) to clause 15.2(c); and
- (e) give ESOTEC such information relating to the Equipment as ESOTEC may require from time to time.

7.4 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 15.2(a) to clause 15.2(c), then, without limiting any other right or remedy ESOTEC may have. ESOTEC may require the Customer to deliver up all Equipment in its possession or ESOTEC may enter premises on which the Equipment are located in order to recover them.

8. Supply of Services

8.1 ESOTEC shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

8.2 ESOTEC shall use all reasonable endeavours to meet any performance dates for the Services specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 ESOTEC reserves the right to amend the Service 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, and ESOTEC shall notify the Customer in any such event.

8.4 ESOTEC warrants to the Customer that the Services will be provided using reasonable care and skill in accordance with the service description and any performance metrics set out in the Proposal.

8.5 The Customer acknowledges that once an order is placed for Services, that ESOTEC will schedule and book resource to deliver the Service, and that in the event that any Services are cancelled or rearranged at short notice, ESOTEC reserves the right to charge the Customer for its reasonable, unavoidable costs where resource cannot be rescheduled.

9. Customer's obligations

9.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification and the Equipment Specification (where applicable) are complete and accurate;
- (b) co-operate with ESOTEC in all matters relating to the Services;
- (c) provide ESOTEC, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by ESOTEC to provide the Services;
- (d) provide ESOTEC with such information and materials as ESOTEC may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) provide suitable secure facilities for the storage of any Equipment pending installation by ESOTEC;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (h) comply with all applicable laws, including health and safety laws;
- (i) keep all materials, equipment, documents and other property of ESOTEC (ESOTEC Materials) at the Customer's premises in safe custody at its own risk, maintain ESOTEC Materials in good condition until returned to ESOTEC

- and not dispose of or use ESOTEC Materials other than in accordance with ESOTEC's written instructions or authorisation;
- (j) comply with any additional obligations as set out in the Proposal; and
 - (k) take all appropriate security measures to ensure that the Equipment are not lost or stolen from the Customer's premises following delivery of the Equipment.
- 9.2 If ESOTEC's 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, ESOTEC 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 ESOTEC's performance of any of its obligations;
 - (b) ESOTEC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from ESOTEC's failure or delay to perform any of its obligations as set out in this clause 9.2; and
 - (c) the Customer shall reimburse ESOTEC on written demand for any costs or losses sustained or incurred by ESOTEC arising directly or indirectly from the Customer Default.
10. Charges and payment
- 10.1 The price for Equipment and the Software:
- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Proposal; and
 - (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment and the Software, which shall be invoiced to the Customer.
- 10.2 The charges for Services shall be the price set out in the Order or where no price quoted, shall be calculated on a time and materials basis at the daily fee rates set out in the Proposal. Daily fee rates are calculated on an eight-hour day between 8am and 5pm on a Business Day.
- 10.3 ESOTEC shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom ESOTEC engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by ESOTEC for the performance of the Services, and for the cost of any materials.
- 10.4 ESOTEC shall be entitled to Charge the Customer and any unrecoverable costs and expenses incurred by ESOTEC as a result of any delay by the Customer to accept delivery of the Equipment, delay in installation or commissioning, or any delay resulting from the Customer's failure to comply with its obligations under this Contract in relation to the supply of the Services.
- 10.5 ESOTEC reserves the right to:
- (a) increase the price of the Equipment and the Software, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to ESOTEC that is due to:
 - (i) any factor beyond the control of ESOTEC (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Equipment Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give ESOTEC adequate or accurate information or instructions in respect of the Equipment.
 - (b) increase the charges for the Services to reflect any increase in labour, maintenance and other costs incurred by ESOTEC as a result of any delay caused by any act or omission of the Customer; and
 - (c) increase the charges for annual Services on giving not less than 3 months' notice to take effect on the renewal of the Services

- 10.6 In respect of Equipment and the Software, ESOTEC shall invoice the Customer on or at any time after completion of delivery of the Equipment. In respect of Services, ESOTEC shall invoice the Customer in accordance with the timetable set out in the Proposal.
- 10.7 The Customer shall pay each invoice submitted by ESOTEC within 30 days of the date of the invoice in full and cleared funds to a bank account nominated in writing by ESOTEC.
- 10.8 All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (VAT).
- 10.9 If the Customer fails to make a payment due to ESOTEC under the Contract by the due date, then, without limiting ESOTEC's remedies under clause 15 (Commencement, Duration and Termination), 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 10.9 will accrue each day at 5% a year above HSBC Bank plc's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 10.10 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).
11. Intellectual property rights
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or subsisting in the Equipment and/or Software (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned or licenced by ESOTEC.
- 11.2 ESOTEC 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 Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business. For the avoidance of doubt, ESOTEC gives no warranty that the Customer's exercise of the rights granted to it under this clause 11.2 shall not infringe the Intellectual Property Rights of any third-party.
- 11.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2.
- 11.4 The Customer grants ESOTEC a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to ESOTEC for the term of the Contract for the purpose of providing the Services to the Customer.
12. Data protection
- 12.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and ESOTEC is a processor, and each party agrees to comply with its obligations under the Data Protection Legislation.
- 12.2 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful processing of any personal data by ESOTEC for the duration and purposes of the Contract.
- 12.3 Without prejudice to the generality of clause 12.1, ESOTEC shall, in relation to any personal data processed in connection with the performance by ESOTEC of its obligations under the Contract:
- (a) process that personal data only on the written instructions of the Customer into the extent necessary in the provision of the Services unless ESOTEC is required by Applicable Laws to otherwise process that personal data;
 - (b) 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;
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained;
 - (e) notify the Customer without undue delay on becoming aware of a personal data breach; and
 - (f) maintain complete and accurate records and information to demonstrate its compliance with this clause.
13. Confidentiality
- 13.1 Each party undertakes that it shall not at any time 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:
- (a) 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; and
 - (b) 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: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
- 14.1 ESOTEC has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £500,000 per claim. The limits and exclusions in this clause reflect the insurance cover ESOTEC has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 14.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.
- 14.3 Subject to clause 14.2, ESOTEC's total liability to the Customer in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be capped at the lower of (i) the total value of the purchase order in the first 12 months; (ii) the value of the Services in any Renewal Term; and (iii) £500,000.
- 14.4 Save in respect of liability arising under clause 14.2 ESOTEC shall have no liability for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; or any other special, indirect or consequential losses howsoever incurred.
- 14.5 Save as explicitly set out in these Conditions, all other warranties and representation are (whether implied by law, statute or practice) are excluded to the fullest extent possible.
- 14.6 ESOTEC reserves the right to reject any notice of claim that is raised more than 12 months after the circumstances giving rise to the claim were known.
- 14.7 This clause 14 shall survive termination of the Contract.
15. Commencement, Duration and Termination
- 15.1 The Contract begins on the Commencement Date and, subject to Clause 15.2, Clause 15.3, Clause 15.4 and Clause 17.1, shall continue for an initial term of one year (Initial Term) and thereafter automatically renew for successive periods of one year (each a Renewal Term) unless terminated by either party giving at least three months' prior written notice to expire on the expiry date of the Initial Term or the Renewal Term (as the case may be).
- 15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) ESOTEC commits a material breach of its obligations under the Contract, and (if such breach is remediable) fails to remedy that breach within 60 days of receipt of notice in writing to remedy.

15.3 Without affecting any other right or remedy available to it, ESOTEC may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) there is a change of control of the Customer;
- (c) the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so; or
- (d) the Customer attempts to resell the Equipment without the prior written consent of ESOTEC.

15.4 Without affecting any other right or remedy, ESOTEC may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and ESOTEC if the Customer fails to pay any amount due under the Contract on the due date for payment or where ESOTEC reasonably believes that customer will be unable to pay the charges for the Equipment or Services.

16. Consequences of termination

16.1 On termination of the Contract:

- (a) ESOTEC shall be entitled to invoice for all outstanding costs that it has incurred to date and the Customer shall immediately pay to ESOTEC all of ESOTEC's outstanding unpaid invoices and interest and, in respect of Services and Equipment supplied but for which no invoice has been submitted, ESOTEC shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of ESOTEC Materials and any Deliverables or Equipment which have not been fully paid for. If the Customer fails to do so, then ESOTEC may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

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

16.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

17. General

17.1 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 result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event).

17.2 ESOTEC 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.

17.3 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 ESOTEC.

17.4 Any notice or other communication given to a party under or in connection with this agreement 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). 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.

This clause 17.4 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 17.5 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.
- 17.6 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.
- 17.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make any commitments for or on behalf of the other party.
- 17.8 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. 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 misrepresentation based on any statement in the Contract.
- 17.9 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.
- 17.10 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 18. Governing law and Jurisdiction
- 18.1 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. 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.