

## The Problem Solving Collective Standard Terms and Conditions

### 1. INTERPRETATION

**1.1 Agreement:** as defined in the Order.

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

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 15.

**Customer:** the person or company who purchases or hires services and or equipment from the PSC

**Commencement Date:** as defined in clause 2.3 below.

**Delivery/Collection:** the transfer of physical possession of the Equipment to the Client at the Delivery/Collection Location on the Delivery/ Collection date as specified in the Order.

**Fees:** the relevant fees payable by the Client, as set out in the Order.

**Equipment:** shall mean goods, components and other items hired or sold by the PSC or any part thereof and all substitutions, replacements or renewals of such equipment and all related accessories provided for it.

**Term:** the period from the commencement date until the last to expire of any relevant Hire Period and/or Service Term.

**Order:** the customer's order for the Equipment or Services as set out in the customer's purchase order form or such other order form agreed between the parties in writing.

**Risk Period:** the period during which the Equipment is at the sole of the risk of the Customer as set out in clause 5.10.

**Services:** the services supplied by the problem solving collective to the customer as set out in the order.

**Service Specification:** the description or specification for the Services provided in writing by the PSC to the customer.

**Total Loss:** due to the customer's default the equipment is, in the PSCS reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**Territory:** United Kingdom.

**VAT:** value added tax chargeable in the UK.

**The PSC: The Problem Solving Collective Limited**

## **1.2 Interpretation:**

(a) 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.

(b) Any words following the terms including, include, in particular 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.

(c) A reference to writing or written includes email.

## **2. BASIS OF CONTRACT**

2.1 These conditions apply to the contract to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Client to purchase or hire equipment / services, hire the services (as applicable and as identified in the Order), in each case in accordance with the Order and these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 All descriptions and specifications, drawings and particulars are subject to change. The PSC reserves the right to change any specification without notice.

2.4 The Order shall only be deemed to be accepted when the customer signs it or otherwise confirms acceptance of its terms in writing, and the PSC acknowledges this acceptance, at which point and on which date the Agreement shall come into existence (Commencement Date).

2.5 Any quotation given by the PSC shall not constitute an offer, and is only valid for a period of 14 days from its date of issue.

## **3. COMMENCEMENT AND TERM**

3.1 The Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue until the later of:

- (a) the expiry of the Term (if any); and
- (b) the completion of each party's respective obligations under the Agreement.

## **4. EQUIPMENT HIRE**

### **Delivery/Collection of the Hired Equipment**

4.1 The PSC shall use reasonable endeavours to either deliver the Hired Equipment to the customer or make it available for collection by the customer at the Delivery/Collection Location by the

Delivery/Collection Date, however the parties agree that time of delivery is not of the essence.

4.2 The customer shall ensure that where the PSC delivers, the conditions at the customers location allow easy and safe delivery of the Hired Equipment.

4.3 If the customer does not collect or take delivery of the Hired Equipment on time for any reason, the PSC may store and insure it pending collection or delivery, and the customer shall reimburse the PSC for any storage and insurance charges incurred.

#### **Equipment specification**

4.4 The PSC shall use reasonable endeavours to ensure that upon Delivery/Collection the Hired Equipment operates in all material respects to the specification as detailed in the Order (if any) but reserves the right to change any specification without notice.

#### **Customer obligations**

4.5 The customer shall:

- (a) keep the Hired Equipment at the premises specified in the Order at all times during the Rental Period, unless otherwise agreed in writing by the PSC;
- (b) ensure that the Hired Equipment is stored and used at all times according to any operating instructions provided or made available by the PSC and/or the manufacturer of the Hired Equipment;
- (c) ensure that the conditions, premises and general environment in which the Hired Equipment is kept and/or used do not adversely affect its condition or functionality or otherwise place put it or any part if it at risk;
- (d) ensure the safety of all staff and others who have access to the Hired Equipment;
- (e) operate and use the Hired Equipment only for the purposes for which it was designed;
- (f) ensure that all users of the Hired Equipment are suitably skilled and trained to use the Hired Equipment in accordance with any operating instructions provided or made available by the PSC and/or the manufacturer of the Hired Equipment;
- (g) maintain the Hired Equipment in good working condition. While the Customer shall not modify the Hired Equipment, it may replace parts that have become damaged, broken or have been lost, provided it keeps the PSC fully informed;
- (h) ensure that it complies with the PSC's requirements as to the source and type of any replacement parts; and
- (i) only perform software updates relating to the Hired Equipment with the PSC's prior written approval.

4.6 Ownership of any replacement parts shall vest in the PSC on their installation.

4.7 Where the customer is arranging transportation of the Hired Equipment, the customer shall be solely responsible for and shall indemnify the PSC against the cost of any damage caused during load, unload and/or transportation of the Equipment.

#### **Possession and ownership of the Equipment**

4.8 The PSC shall at all times retain ownership of the Hired Equipment and the customer shall not do or allow anything to occur which might adversely affect the PSC's right, title or interest in the Hired

Equipment.

4.9 The customer shall ensure that the Hired Equipment and the premises in which it is housed is kept safe and secure, to a level of security that is commensurate with best industry practice.

4.10 The customer shall not:

- (a) create, or allow to be created over the Hired Equipment any lien, charge or other security;
- (b) lend, lease, sell or otherwise part with possession of the Hired Equipment or represent that it may do any of those things;
- (c) connect or attach the Hired Equipment to any land or buildings; or
- (d) do anything that causes the Company's insurance of the Hired Equipment or the warranties relating to it to become void or voidable.

4.11 The customer shall:

- (a) store the Hired Equipment separately from all other equipment in the customer's possession;
- (b) ensure that the Hired Equipment is clearly identifiable as belonging to the PSC;
- (c) not remove or alter any identifying mark on the Hired Equipment; and
- (d) inform the PSC immediately if it becomes or is reasonably likely to become subject to any of the events or circumstances set out in clause 11.1.

4.12 The PSC may inspect the Hired Equipment at any reasonable time and the customer shall permit it access to its premises to do so.

### **Risk in the equipment**

4.13 Risk in the Hired Equipment shall pass to the Customer on Delivery/Collection.

4.14 The Customer shall maintain at its own expense the Hired Equipment in good and substantial repair and shall ensure that it is returned in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted). Accordingly, the Customer shall make good any damage to the Hired Equipment and shall indemnify the PSC for any loss of or damage to the Hired Equipment whilst it is in the Client's possession up to its full replacement cost.

### **Insurance**

4.15 During the Rental Period, the customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Hired Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Hired Equipment would insure for, or such amount as the PSC may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hired Equipment; and
- (c) insurance against such other or further risks relating to the Hired Equipment as may be required by law, together with such other insurance as the PSC may from time to time consider reasonably necessary and advise to the customer.

4.16 The customer shall give immediate written notice to the PSC in the event of any loss, accident or damage to the Hired Equipment arising out of or in connection with the customers possession or

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use of the Hired Equipment.

- 4.17 If the customer fails to effect or maintain any of the insurances required under the agreement, the PSC shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the customer.
- 4.18 The customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the PSC and proof of premium payment to the Company to confirm the insurance arrangements.

### **Deposit**

- 4.19 The Customer shall pay any required Deposit on or before the Delivery/Collection Date.
- 4.20 The PSC is not obliged to hold any Deposit on trust for the customer and without prejudice to its duty to repay the Deposit under clause 4.21, is free to treat such Deposit as its own monies.
- 4.21 Subject to clause 4.22, the Deposit shall become repayable to the customer within five Business Days of the customer returning the Hired Equipment to the PSC, provided the Hired Equipment is returned in the same condition it was in on the Commencement Date (fair wear and tear excepted).
- 4.22 The PSC may apply any Deposit against any failure by the Customer to pay any part of the Rental Fees (for this or any other order) by the due date and against any loss or damage caused to the Hired Equipment by the customer failing to comply with its obligations under these conditions

## **5. SALE AND PURCHASE OF EQUIPMENT**

### **Sale and purchase**

- 5.1 The Company shall sell and the Customer shall purchase the Equipment, subject to and in accordance with the relevant terms of the Agreement.

### **Warranty**

- 5.2 The details of the Equipment in the Order are given only for the purposes of identifying the Equipment and do not make the transaction a sale by description.
- 5.3 The Company warrants that on Delivery/Collection, the Equipment shall conform in all material respects to its Specification (if any) and in the absence of a Specification the Company warrants that on Delivery/Collection the Equipment shall be free from material defects in design, material and workmanship.
- 5.4 Save as provided in clause 5.3, the Company makes no representations and gives no warranties as to the quality, condition, state or description of the Equipment, or its fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties in respect of the Equipment are excluded to the fullest extent permitted by law.

### **Right to inspect Equipment**

5.5 The Customer acknowledges that, before the date of the Agreement:

- (a) the Company has given the customer a reasonable opportunity to inspect and test the Equipment; and
- (b) the customer has satisfied itself as to the quality and condition of the Equipment.

### **Delivery/Collection**

5.6 The Company shall use reasonable endeavours to either deliver the Equipment to the customer or make it available for collection by the customer at the Delivery/Collection Location on the Delivery/Collection Date, however the parties agree that time of delivery is not of the essence.

5.7 The customer shall ensure that where the Company delivers, the conditions at the customers location allow easy and safe delivery of the Equipment.

5.8 If the customer does not collect or take delivery of the Equipment on time for any reason, the PSC may store and insure it pending collection or delivery, and the customer shall reimburse the PSC for any storage and insurance charges incurred.

5.9 Delivery/Collection is completed on the completion of unloading of the Equipment at the Delivery/Collection Location.

### **Title and risk**

5.10 The risk of damage to or loss of the Equipment shall pass to the customer on completion of Delivery or Collection.

5.11 The title to the Equipment shall pass to the Customer only on payment in full (in cash or cleared funds) of the Price.

5.12 Until title to the Equipment has passed to the Customer, the Customer shall:

- (a) store the Equipment separately from all other goods held by the Customer so that it remains readily identifiable as the Company's property;
- (b) not remove, deface or obscure any identifying mark on or relating to the Equipment; and
- (c) maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery.

5.13 The Company may recover Equipment in which title has not passed to the Customer. The Customer irrevocably authorises the Company, its officers, employees and agents, to enter any premises of the customer, in order to satisfy itself that the customer is complying with the obligations in clause 5.12 and to recover any Equipment in which title has not passed to the Customer.

### **Manufacturer's warranties**

5.14 To the extent that the benefit of any manufacturer's or supplier's warranties of the Equipment to the Company can be assigned to the Customer, the Company shall, if requested by the Customer and at cost of the Customer, assign them to the Customer.

5.15 Until such assignment, the Company will co-operate with the Customer in any reasonable arrangements to provide the Client with the benefit of such warranties including enforcement at the cost of and for the benefit of the Customer.

## **6. SUPPLY OF PERSONNEL SERVICES**

6.1 The PSC shall supply the Services to the Customer in accordance with the Specification and order in all material respects.

6.2 The PSC reserves the right to supply alternative personnel and to change any specification without notice.

6.3 The PSC will supply personnel in accordance with the brief provided by the customer

6.4 The Customer will provide a clear and precise brief of the personnel services required and

6.5 Communicate any changes in brief to the PSC as soon as practically possible

6.6 The PSC reserves the right to withdraw its personnel services should the brief change.

## **7. PRICE, FEES AND PAYMENT**

7.1 The applicable Price and/or Fees and any VAT payable by the Customer to the PSC shall be as set out in the Order. The Customer shall pay such Price and/or Fees in accordance with the relevant Payment Arrangements specified in the Order and this clause 9. Payment shall be made to the bank account nominated in writing by the Company and it is agreed that, for the purposes of this clause 9, time for payment shall be of the essence.

7.2 The Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Equipment Services or other Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of Equipment Services or other Services, and for the cost of any materials.

7.3 The Company shall invoice the Customer in accordance with the relevant Payment Arrangements set out in the Order. In the absence of Payment Arrangements agreed in the Order, the Company shall invoice the Client upfront, prior to collection or delivery of the sales Equipment or Hired Equipment.

7.4 All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of VAT chargeable from time to time. The Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or delivery of the Equipment at the same time as payment is due for the supply of the Services or delivery of the Equipment.

7.5 If the Customer fails to make a payment due to the Company under the Agreement by the due date, then, without limiting the Company's other rights and remedies, 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 7.5 will accrue each day at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.6 All amounts due under the Agreement 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).

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Unless agreed otherwise in the Order or otherwise between the parties in writing, all Intellectual Property Rights in or arising from the Equipment Services and any other services, deliverables or materials provided by or on behalf of the Company (excluding any Customer Materials) (Company IPRs) belong to the Company and/or its licensors exclusively and the Customer shall have no rights in relation to them other than as set out in clause 8.2. If notwithstanding this, any the Company IPRs are acquired by the Customer (including any new the Company IPRs), the Customer hereby assigns all such the Company IPRs to the Company.

8.2 Subject to the Customers ongoing compliance with the terms of the Agreement, the Company grants the Customer a non-exclusive, royalty-free licence to use the Company IPRs for the Term to the extent required and for the sole purpose of the proper and usual receipt and use of the Equipment Services and any other Services.

8.3 The Customer grants the Company a non-exclusive, royalty-free licence to use, copy and modify the Customers Materials for the Term for the purpose of providing Equipment services and any other Services.

## **9. DATA PROTECTION AND CONFIDENTIAL INFORMATION**

9.1 Each party shall, at its own expense, ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, to the extent applicable (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) including by virtue of the European Union (Withdrawal) Act 2018 as modified by applicable domestic law from time to time.

9.2 Each party undertakes that it shall not at any time during the Agreement, and for a period of five (5) years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.3.

9.3 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

## **10. LIMITATION OF LIABILITY**

10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Agreement and the supply of the Equipment, the Hired Equipment, the provision of the

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Equipment Services and the other Services, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Subject to clause 10.3:

- (a) the Company's total aggregate liability to the Customer arising out of or in connection with the Agreement (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed an amount equal to 100% of the Price and Fees paid by the Customers pursuant to the Agreement; and
- (b) the Company shall not be liable for:
  - (i) loss of profit;
  - (ii) loss of revenue;
  - (iii) loss of business;
  - (iv) loss of contracts or opportunities; or
  - (v) indirect or consequential loss or damage, in each case, however caused, even if foreseeable, arising out of or in connection with the Agreement.

10.3 Nothing in the Agreement limits or excludes any liability which cannot legally be limited or excluded, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

10.4 The Agreement sets forth the full extent of the Company's obligations and liabilities in respect of the supply of the Equipment, the Hired Equipment, the provision of the Equipment Services and the other Services. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in the Agreement. Any condition, warranty or other terms concerning the Hired Equipment or any Services which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, are expressly excluded.

## 11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement before the end of the Term with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (b) 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
- (c) 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
- (d) The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

11.2 Without affecting any other right or remedy available to it, the Company may terminate the Agreement and/or suspend the supply of the Equipment, the Hired Equipment, the other Services:

- (a) the Client fails to pay any amount due under the Agreement on the due date for payment;
- (b) the Client becomes subject to any of the events listed in clause 11.1(c) or clause 11.1(d), or the Company reasonably believes that the Client is about to become subject to any of them; and
- (c) the Company reasonably believes that the Client is about to become subject to any of the events listed in clause 11.1(b).

## **12. CONSEQUENCES OF TERMINATION**

12.1 On termination or expiry of the Agreement:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Equipment Services or other Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) the Customer shall return any Equipment which has not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of it. Until such Equipment has been returned, the Customer shall be solely responsible for its safe keeping and will not use it for any purpose not connected with the Agreement.

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

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

## **13 FORCE MAJEURE**

13.1 The Company shall not be liable for any delay in or failure to perform its obligations under the Agreement if such delay or failure results from circumstances beyond its reasonable control, including but not limited to strikes, lockouts or other industrial action (whether involving the workforce of the Company or of any other party), acts of God, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, epidemic, pandemic, accident, failure or breakdown of plant, machinery, systems or vehicles, fire, flood, extreme weather conditions, power failure, failure of telecommunications networks or default of suppliers or sub-contractors.

13.2 Where clause 13.1 applies, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the reasons described in clause 13.1.

## **14. ASSIGNMENT AND OTHER DEALINGS**

14.1 The Company shall be entitled to assign, novate, charge, sub-contract or hold on trust for another all or any of its rights and obligations under the Agreement. The Customer shall enter

into any documentation reasonably required by the Company in order to effect any such transfers to third parties.

14.2 The Customer shall not without the prior written consent of the Company assign, novate, charge, sub-contract or hold on trust for another all or any of its rights and obligations under the Agreement.

## **15. VARIATION**

15.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **16. NO PARTNERSHIP OR AGENCY**

16.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **17. FURTHER ASSURANCE**

17.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

## **18. THIRD PARTY RIGHTS**

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

18.2 The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

## **19. NOTICES**

19.1 Subject to clause 19.3, any notice to be given under the Agreement shall be in writing and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to the intended recipient's address or by email to the intended recipient's email address. The address of a party for service of notices is the address set out in the Order or such other address as a party may designate by notice given in accordance with this clause 19.

19.2 A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00am and 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

19.3 Notice served by email is not permitted and shall not be valid under clause 11 (Termination) or when seeking to exercise any cancellation rights set out in the Order.

## **20. WAIVER**

20.1 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **21. RIGHTS AND REMEDIES**

21.1 Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **22. SEVERANCE**

22.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

22.2 If any provision or part-provision of the Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **23. GOVERNING LAW**

23.1 The Agreement 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.

## **24. JURISDICTION**

24.1 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 Agreement or its subject matter or formation.