**SMART COUNTER FRAUD SOLUTIONS STANDARD TERMS AND CONDITIONS**

1. Definitions and Interpretation
   1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “Business Day” | means any day other than a Saturday, Sunday or bank holiday; |
| “Commencement Date” | means the commencement date set out in any accepted order. |
| “Confidential Information” | means, in relation to either Party, information which is disclosed to that Party by the other Party (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| “Customer” | means a person who accepts a quotation or offer by Smart Counter Fraud Solutions for the sale of Goods and/or supply of Services, or whose order for Goods and/or Services is accepted by Smart Counter Fraud Solutions; |
| “Delivery Date” | means the date on which Goods are to be delivered as stipulated in the Customer’s order and accepted by Smart Counter Fraud Solutions; |
| “Goods” | means goods (including any installment of the goods or any parts for them) which Smart Counter Fraud Solutions is to supply in accordance with these Terms and Conditions; |
| “Month” | means a calendar month; |
| “Services” | means the Services to be provided to the Customer as set out in an accepted order; and |
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* 1. Unless the context otherwise requires, each reference in these Terms and Conditions to:
     + 1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
       2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
       3. “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
       4. a Schedule is a schedule to these Terms and Conditions; and
       5. a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
       6. a “Party” or the “Parties” refer to Smart Counter Fraud Solutions and any Customer.
  2. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
  3. Words imparting the singular number shall include the plural and vice versa.
  4. References to any gender shall include the other gender.

1. **Basis of Sale and Service**
   1. Smart Counter Fraud Solutions’s employees or agents are not authorised to make any representations concerning Goods or Services unless confirmed by Smart Counter Fraud Solutions in writing. In the event that a Customer places an order with Smart Counter Fraud Solutions which is accepted by Smart Counter Fraud Solutions in writing, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
   2. No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Smart Counter Fraud Solutions.
   3. Sales literature, price lists and other documents issued by Smart Counter Fraud Solutions in relation to Goods and Services are subject to alteration without notice and do not constitute offers to sell Goods which are capable of acceptance. No contract for the sale of Goods and/or Services shall be binding on Smart Counter Fraud Solutions unless Smart Counter Fraud Solutions has issued a quotation which is expressed to be an offer to sell specific Goods and/or Services or has accepted an order placed by the Customer by whichever is the earlier of:
      * 1. Smart Counter Fraud Solutions’s written acceptance;
        2. delivery of the Goods;
        3. provision of the Services; or
        4. Smart Counter Fraud Solutions’s invoice.
   4. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Smart Counter Fraud Solutions shall be subject to correction without any liability on the part of Smart Counter Fraud Solutions.
2. **Goods**
   1. No order submitted by the Customer shall be deemed to be accepted by Smart Counter Fraud Solutions unless and until confirmed in writing by Smart Counter Fraud Solutions's authorised representative.
   2. The specification for Goods shall be that set out in Smart Counter Fraud Solutions’s relevant sales documentation unless varied expressly in the Customer’s order (if such variation(s) is/are accepted by Smart Counter Fraud Solutions). Goods will only be supplied in the minimum units thereof stated in Smart Counter Fraud Solutions’s price list, if applicable, or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly
   3. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by Smart Counter Fraud Solutions are intended as a guide only and shall not be binding on Smart Counter Fraud Solutions.
   4. Smart Counter Fraud Solutions reserves the right to make any changes in the specification of Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where Goods are to be supplied to the Customer’s specification, which do not materially affect their quality or performance.
   5. No order which has been accepted by Smart Counter Fraud Solutions may be cancelled by the Customer except with the agreement in writing of Smart Counter Fraud Solutions on the terms that the Customer shall indemnify Smart Counter Fraud Solutions in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Smart Counter Fraud Solutions as a result of such cancellation.
3. **Services**
   1. With effect from the Commencement Date Smart Counter Fraud Solutions, in consideration of the price being paid in accordance with Clauses 6 and 7, will provide the Services expressly identified in any quotation or accepted order.
   2. Smart Counter Fraud Solutions will use reasonable care and skill to perform the Services identified in any such quotation or order.
   3. Smart Counter Fraud Solutions shall use its reasonable endeavours to complete its obligations in respect of any such accepted order, but time will not be of the essence in the performance of such obligations.
4. **Price**
   1. The price of Goods and Services shall be the price set out in the relevant accepted order or such other price as may be agreed in writing by Smart Counter Fraud Solutions and the Customer.
   2. Where Smart Counter Fraud Solutions has quoted a price for Goods the price quoted shall be valid for 30 days only or such lesser time as Smart Counter Fraud Solutions may specify.
   3. Smart Counter Fraud Solutions reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of Goods and/or Services to reflect any increase in the cost to Smart Counter Fraud Solutions which is due to any factor beyond the control of Smart Counter Fraud Solutions (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for any Goods and/or Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Smart Counter Fraud Solutions adequate information or instructions.
   4. Except as otherwise stated under the terms of any accepted unless otherwise agreed in writing between the Customer and Smart Counter Fraud Solutions, all prices are inclusive of Smart Counter Fraud Solutions's charges for packaging and transport.
   5. Prices are exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of Goods and Services, which the Customer shall be additionally liable to pay to Smart Counter Fraud Solutions.
5. **Payment**
   1. Subject to any special terms agreed in writing between the Customer and Smart Counter Fraud Solutions, Smart Counter Fraud Solutions shall invoice the Customer for the price of any Goods and/or Services on or at any time after delivery of the Goods and/or the provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Smart Counter Fraud Solutions shall be entitled to invoice the Customer for the price at any time after Smart Counter Fraud Solutions has notified the Customer that the Goods are ready for collection or (as the case may be) Smart Counter Fraud Solutions has tendered delivery of the Goods.
   2. The Customer shall pay the price of the Goods (less any discount or credit allowed by Smart Counter Fraud Solutions, but without any other deduction, credit or set off) within 20 Business Days of the date of Smart Counter Fraud Solutions’s invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and Smart Counter Fraud Solutions in respect of the accepted order. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the title in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of any business transacted under these Terms and Conditions. Receipts for payment will be issued only upon request.
   3. All payments shall be made to Smart Counter Fraud Solutions as indicated on the form of acceptance or invoice issued by Smart Counter Fraud Solutions.
   4. Smart Counter Fraud Solutions is not obliged to accept orders from any customer or buyer who has not supplied Smart Counter Fraud Solutions with references satisfactory to Smart Counter Fraud Solutions. If at any time Smart Counter Fraud Solutions is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Customer to Smart Counter Fraud Solutions shall be immediately payable in cash.
6. **Delivery and Performance**
   1. Unless otherwise stated in the relevant accepted order, Delivery of Goods shall be made by Smart Counter Fraud Solutions by delivering the Goods to the place in the United Kingdom specified in the accepted order or, if no place of delivery is so specified, by the Customer collecting the Goods at Smart Counter Fraud Solutions’s premises at any time after Smart Counter Fraud Solutions has notified the Customer that the Goods are ready for collection.
   2. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by Smart Counter Fraud Solutions in writing. Goods may be delivered by Smart Counter Fraud Solutions in advance of the Delivery Date upon giving reasonable notice to the Customer.
   3. If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, Smart Counter Fraud Solutions shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 9.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Smart Counter Fraud Solutions all costs and expenses including storage and insurance charges arising from such failure.
   4. With effect from the Commencement Date set out in the relevant accepted order, Smart Counter Fraud Solutions shall, in consideration of the price being paid in accordance with these Terms and Conditions and the accepted order provide the Services expressly identified in the accepted order.
7. **Non-Delivery of Goods and Services**
   1. If Smart Counter Fraud Solutions fails to deliver the Goods or provide the Services or any of them on the Delivery Date (or by the date specified in any accepted order, as appropriate) other than for reasons outside Smart Counter Fraud Solutions’s reasonable control or the Customer’s or its carrier’s fault:
      * 1. if Smart Counter Fraud Solutions delivers the Goods and/or provides the Services at any time thereafter Smart Counter Fraud Solutions shall have no liability in respect of such late delivery; or
        2. if the Customer gives written notice to Smart Counter Fraud Solutions within 30 Business Days after the Delivery Date (or the date specified in any accepted order, as appropriate, as appropriate) and Smart Counter Fraud Solutions fails to deliver the Goods and/or Services within 30 Business Days after receiving such notice the Customer may cancel the order and Smart Counter Fraud Solutions’s liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.
8. **Risk and Retention of Title**
   1. Risk of damage to or loss of Goods shall pass to the Customer at:
      * 1. in the case of Goods to be delivered at Smart Counter Fraud Solutions’s premises, the time when Smart Counter Fraud Solutions notifies the Customer that the Goods are available for collection;
        2. in the case of Goods to be delivered otherwise than at Smart Counter Fraud Solutions’s premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Smart Counter Fraud Solutions has tendered delivery of the Goods; or
        3. in the case of Goods being installed by Smart Counter Fraud Solutions, the time that Smart Counter Fraud Solutions notifies the Customer that the installation is complete.
   2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until Smart Counter Fraud Solutions has received in cash or cleared funds payment in full of the price of the Goods.
   3. Sub-Clause 9.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until Smart Counter Fraud Solutions has received in cash or cleared funds payment in full of the price of the Goods and any other Goods supplied by Smart Counter Fraud Solutions and the Customer has repaid all moneys owed to Smart Counter Fraud Solutions, regardless of how such indebtedness arose.
   4. Until payment has been made to Smart Counter Fraud Solutions in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for Smart Counter Fraud Solutions and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by Smart Counter Fraud Solutions and shall insure the Goods against all reasonable risks.
   5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Smart Counter Fraud Solutions, but if the Customer does so all money owing by the Customer to Smart Counter Fraud Solutions shall (without prejudice to any other right or remedy of Smart Counter Fraud Solutions) forthwith become due and payable.
   6. Smart Counter Fraud Solutions reserves the right to repossess any Goods in which Smart Counter Fraud Solutions retains title without notice. The Customer irrevocably authorises Smart Counter Fraud Solutions to enter the Customer’s premises during normal business hours for the purpose of repossessing the Goods in which Smart Counter Fraud Solutions retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 9.4.
   7. The Customer’s right to possession of the Goods in which Smart Counter Fraud Solutions maintains legal and beneficial title shall terminate if:
      * 1. the Customer commits or permits any material breach of its obligations under these Terms and Conditions;
        2. the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
        3. the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
        4. the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.
9. **Assignment**
   1. Smart Counter Fraud Solutions may assign its rights and obligations under these Terms and Conditions or any part thereof to any person, firm or company without the prior consent of the Customer.
   2. The Customer shall not be entitled to assign its rights or obligations under these Terms and Conditions or any part thereof without the prior written consent of Smart Counter Fraud Solutions.
10. **Defective Goods**
    1. If on delivery any Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown”, the Customer gives written notice of such defect to Smart Counter Fraud Solutions within 10 Business Days of such delivery, Smart Counter Fraud Solutions shall at its option:
       * 1. replace the defective Goods within 10 Business Days of receiving the Customer’s notice; or
         2. refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective;

but Smart Counter Fraud Solutions shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

* 1. No Goods may be returned to Smart Counter Fraud Solutions without the prior agreement in writing of Smart Counter Fraud Solutions. Subject thereto any Goods returned which Smart Counter Fraud Solutions is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at Smart Counter Fraud Solutions’s sole discretion, Smart Counter Fraud Solutions shall refund or credit to the Customer the price of such defective Goods but Smart Counter Fraud Solutions shall have no further liability to the Customer.
  2. Smart Counter Fraud Solutions shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow Smart Counter Fraud Solutions’s instructions (whether given orally or in writing), misuse or alteration of the Goods without Smart Counter Fraud Solutions’s prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
  3. Goods, other than defective Goods returned under sub-Clauses 11.1 or 11.2, returned by the Customer and accepted by Smart Counter Fraud Solutions may be credited to the Customer at Smart Counter Fraud Solutions’s sole discretion and without any obligation on the part of Smart Counter Fraud Solutions.
  4. Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
  5. The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by Smart Counter Fraud Solutions or any competent governmental or regulatory authority and the Customer will indemnify Smart Counter Fraud Solutions against any liability loss or damage which Smart Counter Fraud Solutions might suffer as a result of the Customer’s failure to comply with this condition.

1. **Customer's Default**
   1. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Smart Counter Fraud Solutions, Smart Counter Fraud Solutions shall be entitled to:
      * 1. cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
        2. appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and Smart Counter Fraud Solutions) as Smart Counter Fraud Solutions may think fit (notwithstanding any purported appropriation by the Customer); and
        3. charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above HSBC Bank Ltd base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
   2. This condition applies if:
      * 1. the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of Contract;
        2. the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
        3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
        4. the Customer ceases, or threatens to cease, to carry on business; or
        5. Smart Counter Fraud Solutions reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
   3. If sub-Clause 12.2 applies then, without prejudice to any other right or remedy available to Smart Counter Fraud Solutions, Smart Counter Fraud Solutions shall be entitled to cancel an accepted order or suspend any further deliveries under a relevant accepted order without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. **Liability**
   4. Smart Counter Fraud Solutions will not by reason of any representation, implied warranty, condition or other term, or any duty at common law, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Smart Counter Fraud Solutions’s servants or agents or otherwise) which arise out of or in connection with the supply of Goods and Services.
   5. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded under these Terms and Conditions.
   6. The Customer shall indemnify Smart Counter Fraud Solutions against all damages, costs, claims and expenses suffered by Smart Counter Fraud Solutions arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
   7. Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
   8. Smart Counter Fraud Solutions shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of Smart Counter Fraud Solutions’s obligations if the delay or failure was due to any cause beyond Smart Counter Fraud Solutions’s reasonable control.
   9. Nothing in these Terms and Conditions excludes or limits the liability of Smart Counter Fraud Solutions: 
      * 1. for death or personal injury caused by Smart Counter Fraud Solutions’s negligence;
        2. for any matter which it would be illegal for Smart Counter Fraud Solutions to exclude or attempt to exclude its liability; or
        3. for fraud or fraudulent misrepresentation.
   10. Subject to the remaining provisions of this Clause 13:
       * 1. Smart Counter Fraud Solutions’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price set out in the relevant accepted order; and
         2. Smart Counter Fraud Solutions shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the relevant accepted order.
2. **Confidentiality**
   1. Each Party undertakes that, except as provided by sub-Clause 14.2 or as authorised in writing by the other Party, it shall, at all times:
      * 1. keep confidential all Confidential Information;
        2. not disclose any Confidential Information to any other person;
        3. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;
        4. not make any copies of, record in any way or part with possession of any Confidential Information; and
        5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.
   2. Either Party may:
      * 1. disclose any Confidential Information to:

any sub-contractor of that Party;

any governmental or other authority or regulatory body; or

any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 14.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 14, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

* + - 1. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the relevant accepted order, or at any time after that date, becomes public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

1. **Communications**
   1. All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
   2. Notices shall be deemed to have been duly given:
      * 1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
        2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
        3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
        4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
   3. All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
2. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

1. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

1. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of these Terms and Conditions). The remainder of these shall be valid and enforceable.

1. **Third Party Rights**

A person who is not a party to any contract between the Parties shall have no rights there under pursuant to the Contracts (Rights of Third Parties) Act 1999.

1. **Law and Jurisdiction**
   1. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
   2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.