

# General Terms and Conditions: Ogi Business Services

Valid from 17.01.2025

These terms and conditions set out the agreement between you and us for the provision of your Ogi Business Services. Your use of the Services is governed by these terms and conditions. Please read through these terms and conditions carefully as they contain important information.

## 1 Definitions

**“Acceptable Use Policy”** or **“AUP”** means the Ogi [Acceptable Use Policy](#) available relating to the use of Services as modified from time to time.

**“Affiliate”** means a subsidiary or holding company of either Ogi or the Customer and any subsidiary of such holding company (where "holding company" and "subsidiary" have the meanings set out in section 1159 of the Companies Act 2006).

**“Agreement”** means the Country Specific Terms, Service Specific Terms, Service Level Agreements, these Terms and Conditions, the Order Form, the Loaned Equipment Agreement, the Service Description, Privacy Policy and the Acceptable Use Policy when taken together, which in the case of conflict rank in the order of precedence listed above.

**“Business Day”** or **“Business Hours”** means 08:00-18:00 Monday Through Friday excluding public holidays in England and Wales.

**“Commencement Date”** means the date on which we accept your Order Form.

**“Confidential Information”** means all information disclosed by us or you to the other, whether before or after the Commencement Date, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from the Services (including software and

manuals), (ii) for us, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary information or technology, and (iii) for both parties, information that is marked or otherwise conspicuously designated as confidential.

Information that is independently developed by either party, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

**"Contract Information Summary"** means the form sent as part of our EECC obligations before you sign your order. This details how much your core pricing will increase each 1<sup>st</sup> April.

**"Contract Term"** means the minimum service period as set out in the Order Form and beginning on the Operational Service Date.

**"Country Specific Terms"** means the addendum or addenda that may be incorporated into the Agreement if a portion of your Services are to be provided from a non-United Kingdom jurisdiction for which we have special legal terms.

**"Customer"** means the person, group of persons or other entity whose name and address are set out in the Order Form.

**"Customer Information"** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Services.

**"Equipment"** means equipment detailed on the Order Form or placed on a Customer site by Ogi for the provision of the Services.

**"Loaned Equipment Agreement"** means the document [Loaned Equipment Agreement](#) found in the Terms and Conditions Section of our Website.

**"Managed System"** means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services being purchased, the Managed System may consist

of a dedicated system for the Customer use only, or the right to use certain parts of a shared system that Ogi maintains for many customers, or a combination of some dedicated elements and some shared elements.

**“Managed Services”** means Ogi’s provision for your use of the Managed System and related support as described in the Service Description.

**“Ogi”** means any or all of the following entities:

Spectrum Fibre Limited T/A Ogi, incorporated and registered in England & Wales with company number 12883320 whose registered office is Ogi, Hodge House, 114-116 St. Mary St, Cardiff CF10 1DY, VAT Reg 377 9433 45

Spectrum Internet Limited T/A Ogi, incorporated and registered in England & Wales with company number 07849485, whose registered office is Ogi, Hodge House, 114-116 St. Mary St, Cardiff CF10 1DY, VAT Reg 126873689

Ogi Networks Limited T/A Ogi, incorporated and registered in England & Wales with company number 03625793, whose registered office is at Ogi, Hodge House, 114-116 St. Mary St, Cardiff CF10 1DY, VAT Reg 713629048

**“Spectrum Fibre Group Company”** means a Spectrum Fibre Ltd subsidiary or holding company, or a subsidiary of that holding company, all as defined by section 1159 of the Companies Act 2006.

**“Operational Service Date”** means the date when a Service is first made available for use by the customer.

**“Order Form”** means the form for the supply by Ogi of the Services completed by, or in accordance with an order from, the Customer.

**“Price Guide”** means the prices relating to the Services set out on our website, as amended from time to time.

**“Privacy Policy”** means the privacy policy as set out on our website.

**“Service Description”** means the written description of the Managed Services specified in the Order Form.

**“Service Level Agreement”** means a written agreement defining the standards for certain Services.

**“Service Specific Terms”** means any specific terms and conditions for the particular Services as listed in the Order Form and as detailed in the Service Description.

**“Services”** means the Services as defined in the Order Form.

**“Software”** means any software provided by us to enable you to access or use the Services.

**“Us”** or **“We”** means Ogi and references to ‘our’ should be construed accordingly.

**“You”** means the Customer and references to ‘your’ should be construed accordingly.

## **2 Commencement**

- 2.1 This Agreement sets out the general terms and conditions of supply upon which we supply Services to you.
- 2.2 This Agreement shall take effect from the date the Order Form is accepted by us or the date you first use the Services whichever of these is earlier, and shall continue in force unless and until terminated in accordance with its terms.
- 2.3 You confirm that you are legally established as a business, authorised to enter into this Agreement and carry out your responsibilities under it. You confirm that you have placed your Order for purposes related to your trade, business or profession and that this is a business to business transaction.

## **3 The Service Period**

- 3.1 Except where specified otherwise in the Order Form [or the Service Specific Terms], the Services will be provided for the Contract Term

- 3.2 We will contact you at least one month before the end of the Contract Term to let you know that the Contract Term is due to expire. If you don't subscribe to a new agreement with us or terminate the Agreement, the Services will continue to be provided under terms of this Agreement. We will then get in touch with you at least once every year to let you know about the best Ogi prices available to you.

#### **4 Our Obligations**

- 4.1 We will provide the Services in accordance with the relevant Service Descriptions, Service Level Agreements and any other specifications set out in writing in this Agreement and with reasonable care and skill that would reasonably be expected.
- 4.2 We will use reasonable endeavours to provide the Services in the time frame given to you. All dates are estimates and we will use reasonable endeavours to update you with any changes to any expected operational date for the Services. We have no obligation to meet any specified date and no liability for any failure to meet any date, unless the Order Form says otherwise.
- 4.3 We aim to provide uninterrupted service but from time-to-time faults may occur. We will use reasonable efforts to repair any faults in accordance with the Service Description and any applicable Service Level Agreements.
- 4.4 We will provide all Services in accordance with applicable law.

#### **5 Your Obligations**

- 5.1 You must use reasonable security precautions in connection with your use of the Services.
- 5.2 You shall not at any time attempt to circumvent any system security or attempt unauthorised access to any element of the Services.
- 5.3 You must provide us with any information that we reasonably require, without unreasonable delay, including in relation to health and safety and the environment, and complete any preparatory activities that we may reasonably request to enable you to receive the Services.
- 5.4 You warrant that the Customer Information is, and will remain, accurate and will not include any information or material, any part of which, or the accessing or

use of which would be a criminal offence or otherwise unlawful. In particular, you warrant that all necessary licenses and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained. In addition, you confirm that you have the permission from the owner or landlord of the property in which the Services are to be provided for us and our installation partners to install, operate and maintain the Equipment.

- 5.5 You must comply with all applicable law in relation to your receipt and use of the Services. You must not use the Services or allow the Services to be used in a way that does not comply with the terms of any legislation, instructions or guidelines issued by regulatory authorities or any license applicable to you or that is in any way unlawful.
- 5.6 You shall comply with any reasonable instructions received from us in relation to the Services or the Equipment which we have issued for reasons of health and safety or to protect the quality of the Services provided to you or any other customer.
- 5.7 You must not re-sell the Services to a third party without our prior written approval.
- 5.8 You shall take reasonable care of the Equipment and shall comply with any instructions for its maintenance and use set out in the Service Descriptions or otherwise notified by us to you in writing. You shall reimburse us for any loss of or damage to any Equipment caused by your failure to comply with the requirements of this clause 5.8 or the applicable Service Descriptions.
- 5.9 You must cooperate with us and comply with any reasonable requests we make to assist us to provide the Service to you.
- 5.10 Subject to clause 12.2, we will not have any liability to you if we fail to comply with any of our obligations under this Agreement if such failure is due to your failure to comply with any of your obligations under this Agreement, or carrying them out late, in which case you will be liable to us for any reasonable costs we incur as a result of your failure.

## **6 Export Matters**

- 6.1 You will not possess, use, import, export or resell (and shall not permit the possession, use, import, export or resale of) the Services or any information or

technical data provided by us under this Agreement in any manner which would cause us or our Affiliates to breach any applicable export control laws, rules or regulations of UK law. Without limitation you warrant and undertake that you will not use the Services for the development, design, manufacture, production, stockpiling or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; illegal gambling, terrorism, narcotics trafficking or arms trafficking; nor will you provide administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom export laws, rules or regulations.

## **7 Changes to this Agreement and the services**

- 7.1 From the 1<sup>st</sup> April each year we may increase the amount you pay in line with the mid-term contract increase table on your Contract Information Summary.
- 7.2 We may increase the amount payable by you for any Services by giving you 30 days' notice in writing, with such notice period to end on or after the expiry of the Contract Term. If you object to such increase, you may exercise your right to terminate this Agreement in accordance with clause 11.5. If you notify us in writing that you are terminating the Agreement before the expiry of the 30 days' notice we have given you, we will not increase the amount payable to you prior to the termination of the Agreement.
- 7.3 We will not increase the charges during the Minimum Service Period unless;
  - (a) we can reasonably demonstrate that the cost of providing the Services has increased because of a change by a third party supplier. Any such increase in our charges will not exceed the increased cost incurred by us in providing the Service. We will give 30 days' notice of such change; or
  - (b) the cost of providing the Service increases to comply with any legal or regulatory obligation, decision or request. We will give 30 days' notice or such change, save where our compliance with that legal or regulatory obligation requires a shorter period of notice or no notice.
- 7.4 If we notify you of a change pursuant to clause 7.3 and you object to that change, within 30 days of the date of our notice, you may give us 30 days' written notice to terminate this Agreement. We will not increase the charges

you pay during any such notice period. If you do not object to the change in writing within 30 days of the date of our notice, you will be deemed to have accepted the change and the increased charges will apply from the end of the notice period.

- 7.5 We reserve the right to modify the terms and conditions of this Agreement. Where this happens, we will notify you in advance before the changes to the terms and conditions take effect. The reasons we may make changes include, but are not limited to;
- (a) complying with any legal or regulatory obligation, decision or request;
  - (b) changing the conditions relating to a Service in order to reflect contractual changes imposed upon us by our Suppliers;
  - (c) introducing new products, improved Service features, variations that are necessary by virtue of any new law or regulation or as required by any regulator or other competent authority;
  - (d) introducing process changes (including changes to the Acceptable Use Policy), provided that they are not to your detriment;
  - (e) maintaining the integrity or security of the Service or any network;
  - (f) improving clarity, or making corrections to typographical errors;
  - (g) changing the processes and procedures detailed in any Service Description.
- 7.6 We reserve the right to make changes to the Services so long as the performance of the Service is not materially adversely affected. The reasons for changes to the Services may include (but shall not be limited to):
- (a) introducing or removing features of the Service or
  - (b) replacing the Service with a materially equivalent Service.
- 7.7 We will endeavour to notify you of any change at least 30 days' before it happens, save where our compliance with any legal or regulatory obligations requires a shorter period of notice or no notice.



- 7.8 In respect of changes to this Agreement made under clause 7.5 or 7.6 such changes shall not require a new Agreement to be signed by you and us and shall take effect at the expiration of any notice which may be provided by clause 7.7, or immediately where no notice is given.
- 7.9 We may from time to time make test or trial services and/or promotional offers (“Offers”) available to you. Such Offers may be subject to specific terms and conditions (“Promotional Terms and Conditions”). Promotional Terms and Conditions may require a variation to this Agreement in which case you will be deemed to have accepted such variation upon your acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions, an Offer may be amended or withdrawn by us at any time and without notice. For the avoidance of doubt, we are not obliged to include you in any Offer made to other customers. Unless expressly permitted under the terms of a specific promotional offer, current and former customers, under the same or any other identity, are ineligible for any promotional offer reserved for new customers.

## **8 Charges and billing**

- 8.1 Except where otherwise set out in this Agreement, all charges and other sums due from you in respect of the Services shall be set out in the Order Form and/or the [Price Guide](#) and/or the invoice applicable to such Services. We will bill you, and you will pay us, in pounds sterling. Value Added Tax will be added to our invoices as appropriate.
- 8.2 Charging will begin on the Operational Service Date or as otherwise set out in the Order Form or Service Description.
- 8.3 Your bill will be sent to your email address (unless you have asked for a paper bill at an additional cost) on either a monthly, quarterly or annual basis (Billing Period) as set out in the Order Form, [Price Guide](#) or invoice. Each bill will cover one Billing Period, except for your first bill which will cover the period from your activation date until the end of the first Billing Period.
- 8.4 You must pay the charges (without any set off or deduction of any kind) set out in each bill within 30 days of the date of the bill. Where payment is not made in accordance with these terms, we may charge daily interest on any unpaid amounts calculated at 8% plus the Bank of England base rate from time to time for business to business transactions.

8.5 If you do not agree with something in an invoice we send you, you must tell us in writing within 30 days of the date of the invoice. You must pay any undisputed portion of an invoice in accordance with clause 8.4. Following settlement of any dispute, you will pay any amount you and we agree is owed within seven days of such settlement.

## **9 Cancellation**

9.1 You may cancel the Services at any time before the Operational Service Date. If you cancel the Services before the Operational Service Date, you must pay us for any work done or money spent in preparing to provide the Services. We will take reasonable steps to mitigate the amount of such costs.

## **10 Suspension**

10.1 We may suspend the Services without liability to you if:

- (a) we reasonably believe that the Services are being used in breach of this Agreement;
- (b) you do not cooperate with our reasonable investigation of any suspected violation of this Agreement;
- (c) there is an attack on the Services, or the Services are accessed or manipulated by a third party without your consent;
- (d) we do not receive payment from you in accordance with the Agreement;
- (e) we are required by law or a regulatory or government body to suspend the Services;
- (f) you are in breach of our Acceptable Usage Policy; or
- (g) there is another event for which we reasonably believe that the suspension of the Services is necessary to protect the Ogi network or our other customers.

10.2 We will give advance notice of any suspension under this clause of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgement that a suspension on shorter or contemporaneous notice is necessary to protect our systems or our other customers from imminent and significant operational, legal or security risk.

- 10.3 During any period of suspension, you agree to continue to pay and to remain liable for all charges pursuant to the Agreement. Only by giving notice to terminate in accordance with the terms of this Agreement and payment of any applicable termination fees, can such charges be avoided during suspension.
- 10.4 If we suspend the Services due to your breach of the AUP, non-receipt of payment or due to the Services becoming compromised due to your use of the Service, we reserve the right to charge a reconnection fee as per our [Price Guide](#) which must be paid in full prior to the Services being restored. The amount of such charges varies with the Service and where possible will be provided to you in advance of any suspension.
- 10.5 If we suspend the Services due to the Services becoming compromised as a result of systems owned or controlled by you or through your use of the Services, you must address the vulnerability prior to us lifting any such suspension. At your request, we may be able to perform this work for you at our standard hourly rates.

## **11 Termination**

- 11.1 Once commenced, the Agreement shall continue until terminated by you or us in accordance with its terms.
- 11.2 You may terminate this Agreement for our breach if we;
- (a) materially fail to provide the Services as agreed and do not remedy that failure within ten (10) working days of receiving written notice from you describing the failure;
  - (b) materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) working days of receiving written notice from you describing the failure.
- 11.3 We may terminate the Agreement for your breach if;
- (a) any or all information provided by you for the purposes of establishing the Services is materially inaccurate or incomplete;
  - (b) any individual signing the Agreement or Order Form did not have the legal authority to enter into the Agreement on behalf of you;

- (c) the payment of any invoiced amount relating to the Services is overdue and you do not pay the overdue amount within four (4) Business Days of our written notice to you;
  - (d) you fail to comply with any other obligation stated in the Agreement and do not remedy the failure within thirty (30) days of our written notice to you describing the failure;
  - (e) you contravene section 6.0 of these terms regarding export matters or any section of the Acceptable Use Policy relating to export control;
  - (f) with the exception of any provisions relating to export control, you breach any provision of the Acceptable Use Policy more than once even if each breach is remedied; or
  - (g) any other agreement you have with us for other services is terminated for breach of the acceptable use policy applicable to that service.
- 11.4 Either party may terminate the Agreement with immediate effect on written notice if the other (or it is reasonably believed that the other) is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or contravenes a meeting of its creditors or has a receiver or manager or an administrator appointed (or an application is made to the court for the same) or ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts.
- 11.5 Either you or we may terminate the Agreement by giving 30 days' notice in writing to the other. If you want to terminate the Services, please email us at [sales@ogi.wales](mailto:sales@ogi.wales) or write to us at Ty Ogi, Hodge House, 114-116 St Mary St, Cardiff, CF10 1DY.
- 11.6 If you terminate the Agreement under clause 11.5 during the Contract Term, you must pay us a termination charge equating to 100% of the charges that would have been payable during the remainder of the Contract Term.
- 11.7 If a Force Majeure Event means the Services are completely and continuously unavailable for a period of more than 30 days, either of us can terminate this Agreement straightaway by giving the other written notice. Termination for a Force Majeure Event will not affect your obligation to pay any charges accrued at the date of termination.

11.8 Any equipment belonging to us must be returned to us by you upon termination of this Agreement for any reason.

## **12 Limitation of Liability**

12.1 We are not liable in contract, tort (including negligence) or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, loss, corruption or destruction of data, loss of reputation or for any indirect or consequential loss resulting from your use of or inability to use the Services.

12.2 Nothing in this Agreement shall exclude either your or our liability for:

(a) personal injury or death caused by negligence; or

(b) any fraud or fraudulent misrepresentation.

12.3 The service credits stated in any applicable Service Level Agreement are the exclusive remedy for our failure to meet those guarantees for which service credits apply.

12.4 You acknowledge that any Services we supply are not designed, manufactured, authorised or warranted to be suitable for use in any system where a failure of such system could result in a situation that threatens the safety of human life, including without limitation any medical, life support, aviation or nuclear applications. Any such use and subsequent liabilities that may arise from such use are totally the responsibility of you, and we exclude all liability, whether in contract, tort or otherwise in relation to the same, subject to Clause 12.2.

12.5 We may from time to time recommend third party software or other products and services for your consideration. We make no representation or warranty whatsoever regarding such products and services. Your use of any products and services not provided by us is governed by the terms of any agreement with the provider of those products and services, and is at your sole risk. We are not responsible in any way for the third party product's performance, features or failures.

## **13 Indemnification**

13.1 We will indemnify you against claims or legal proceedings brought against you by a third party, arising out of our actual or alleged negligence or breach of law. You will notify us of any such claims and will keep us informed as to the progress of such claims or proceedings.

13.2 Our liability under this indemnity is conditional on you discharging the following obligations:

13.2.1 if any third party makes a claim, or notifies an intention to make a claim, against you which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), you shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to us, giving us reasonable details about the Claim;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) give us and our professional advisers access at reasonable times to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and
- (d) take such action as we may reasonably request to avoid, dispute, compromise or defend the Claim.

13.3 You will indemnify us, including our employees, agents and contractors against any claims or legal proceedings brought against us by a third party, arising out of your actual or alleged negligence, breach of law or a breach of the Acceptable Use Policy. We will notify you of any such claims and will keep you informed as to the progress of such claims or proceedings.

## **14 Intellectual Property**

14.1 You agree that all copying, redistribution or publication of any material or information subject to any rights (including intellectual property rights) of a

third party will be carried out by you (or on your behalf) in accordance with all relevant laws.

- 14.2 If we or any of our customers are faced with a credible claim that the Services infringe the intellectual property of a third party, and we are not reasonably able to obtain the right to use of the infringing element or modify the Services such that they do not infringe, then we may terminate the Services on reasonable notice of at least ninety (90) days and we will not have any liability on account of such termination except to refund amounts paid for Services not used at the time of termination.
- 14.3 Each of you and we retain all rights, title and interest in and to their respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by us during the performance of the Services shall belong to us, unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

## **15 Confidential Information**

- 15.1 Subject to clause 15.2, each of you and we will keep in confidence any Confidential Information (whether written or oral) obtained from the other under or in connection with this Agreement and will not disclose that Confidential Information to any person (in the case of us, this excludes the employees of a Spectrum Fibre Group Company who need to know the information) without the written consent of the other party.
- 15.2 Clause 15.1 will not apply to:
  - (a) any information which has been published other than through a breach of this Agreement;
  - (b) information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
  - (c) information obtained from a third party who is free to disclose it;
  - (d) information which a party is required by law to disclose. In such circumstances the disclosing party shall notify the other in writing of such disclosure.

(e) information in response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure if seven days' notice is not reasonably feasible), unless the law forbids such notice. Where information has been disclosed without prior notice the disclosing party must notify the other party as soon as possible thereafter (to the extent permitted by law).

## **16 Matters Beyond our Reasonable Control**

- 16.1 Neither you nor we will be in breach of the Agreement if any failure to perform an obligation is due to an event beyond their control, including without limitation significant failure of a part of the power grid, significant failure of the internet, cyber security incidents, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry ("Force Majeure Event").
- 16.2 If there is a Force Majeure Event, the party whose performance is affected by the Force Majeure Event will:
- (a) take all reasonable steps to find a solution by which the Agreement may be performed despite  
the continuance of the Force Majeure Event;
  - (b) inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure Event;
  - (c) not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event; and
  - (d) get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event.



16.3 Nothing in this Clause 16 affects your obligation to pay us any amounts payable under the Agreement on time and in accordance with Clause 8.

## **17 Notices**

17.1 Notices given under this Agreement must be in writing, in English or Welsh and delivered by hand, or courier or sent by prepaid first class post or courier, or electronic mail as follows:

(a) to us at the address of our office shown on your last bill or any alternative address that we notify you of;

(b) to you at the address to which you have asked us to send bills, or the address of your premises.

17.2 The recipient is deemed to have received a notice on the date (of if the date is not a Business Day, then on the next Business Day):

(a) of transmission, if it is an email;

(b) it is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or

(c) three days after posting, if it is sent by first-class post of recorded delivery.

## **18 Assignment**

18.1 Neither you nor we may assign or transfer any of our rights or obligations under this Agreement without the written consent of the other, except that we may assign or transfer our rights or obligations (or both) to a Spectrum Fibre Group Company without your consent.

18.2 We may use third party service providers to perform any or all parts of the Services, but we remain responsible to you under this Agreement for Services performed by our third-party providers to the same extent as if we had performed those services ourself.

## **19 General**

- 19.1 Neither failure nor delay by either you or us in exercising any rights under the Agreement shall amount to a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time in the future.
- 19.2 If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.
- 19.3 A person who is not a party to this Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, even if a term seems to give the party a particular benefit.
- 19.4 Nothing in this Agreement shall establish any partnership, exclusive arrangement or joint venture between us; make one of us the agent of the other; or authorise either of us to enter any commitments for, or on the behalf of, the other.
- 19.5 This Agreement sets out the whole agreement between both of us in relation to its subject matter and replaces any previous communication or agreement between us. Your own standard terms form no part of the Agreement, even if you provided them to us before signing the Agreement, or if you send them to us or refer to them in an Order.
- 19.6 Each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Agreement. Each of us also waives all rights and legal remedies they might have had if it were not for this.
- 19.7 This Agreement may be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Agreement for all purposes.

## **20 Law and Jurisdiction**

- 20.1 This Agreement is governed by the law of England and Wales and both you and we submit to the exclusive jurisdiction of the Courts of England and Wales.