

SUPPLY OF CONSULTANCY SERVICES

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Applicable Laws	any and all primary or secondary legislation of the UK Parliament or the European Union, common law and equity, and any exercise of any administrative power or the royal prerogative, and any relevant permit, permission, licence, consent, direction, guidance, standards, codes and directives, in each case as applicable to the relevant party in connection with the performance of the Contract.
Assumptions	the assumptions relied upon by William Martin Compliance Limited as set out in the Contract Details.
Business Day	a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.
Charges	the charges payable by the Customer for the supply of the Services as set out in the Contract Details.
Conditions	these terms and conditions.
Contract	the contract between the Customer and William Martin Compliance Limited for the supply of the Services in accordance with the Contract Details, the Schedules, and these Conditions.
Contract Details	the details of the Contract between the Customer and William Martin Compliance Limited for the supply of the Services.
Contract Year	a 12-month period commencing with the date of the Contract Details or any anniversary of it.
Customer Default	has the meaning given to it in clause 4.2.
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Deliverables	the deliverables as set out in the Contract Details.
Force Majeure Event	has the meaning given to it in clause 12.

Insurance	means the insurance policy or policies as set out in the Contract Details.
Insured Losses	means any losses suffered by the Customer or any third party in connection with the Contract which William Martin Compliance Limited would be liable to the Customer (whether on the grounds of any breach of contract, negligence or otherwise but so as not to permit double recovery by the Customer) and in respect of which liability, William Martin Compliance Limited is covered by the Insurance.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Retail Prices Index	the Retail Prices Index (All Items, excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, that other index as the parties may agree most closely resembles such index.
Services	the services, including the Deliverables, supplied by William Martin Compliance Limited to the Customer as set out in the Specification.
Specification	the description or specification of the Services as provided in writing by William Martin Compliance Limited to the Customer or as set out in the Contract Details.
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Uninsured Losses	means losses suffered by the Customer or any third party in respect of which William Martin Compliance Limited would be liable to the Customer (whether on the grounds of any breach of contract, negligence or otherwise but so as not to permit double recovery by the Customer) and in respect of which liability of William Martin Compliance Limited is not covered by the Insurance.
VAT	has the meaning given to it in clause 6.5.

2. **BASIS OF CONTRACT**

- 2.1 Unless terminated earlier in accordance with clause 11.1 or this clause, the Contract shall continue for a period of thirty-six months from the Commencement Date (Initial Term) and shall automatically extend for a period of twelve months (Extended Term) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than three months before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 2.2 Any descriptive matter or advertising issued by William Martin Compliance Limited are issued, or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **SUPPLY OF SERVICES**

- 3.1 William Martin Compliance Limited will use reasonable skill and care in the provision of the Services and the Deliverables. Notwithstanding anything in the contrary contained in the Contract, William Martin Compliance Limited shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.
- 3.2 William Martin Compliance Limited shall use all reasonable endeavours to meet any agreed performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 William Martin Compliance Limited shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and William Martin Compliance Limited shall notify the Customer in any such event.
- 3.4 The Customer warrants, undertakes and represents that the Assumptions are complete, accurate and current. The Customer acknowledges that if the Assumptions are not complete, accurate and current in any way, it could result in a reduction of the accuracy the Services.

4. **CUSTOMER'S OBLIGATIONS**

- 4.1 The Customer shall:
- 4.1.1 co-operate with William Martin Compliance Limited in all matters relating to the Services; and
- 4.1.2 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.
- 4.2 If the Assumptions are not complete, accurate and current or William Martin Compliance Limited's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 4.2.1 William Martin Compliance Limited shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations if and to the extent the Customer Default prevents or delays William Martin Compliance Limited's performance of any of its obligations;
- 4.2.2 William Martin Compliance Limited shall not be liable whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for any costs or losses sustained or incurred by the Customer arising directly or indirectly from William Martin Compliance Limited's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3 the Customer shall reimburse William Martin Compliance Limited on written demand for any costs or losses sustained or incurred by William Martin Compliance Limited arising directly or indirectly from the Customer Default.

5. **NON-SOLICITATION**

5.1 The Customer shall not directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of William Martin Compliance Limited any person employed or engaged by them in the provision of the Services to the Customer at any time during the Agreement Term or for a further period of 6 months after the termination of the Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff employed or engaged by William Martin Compliance Limited.

6. **CHARGES AND PAYMENT**

6.1 Where Services are provided for a fixed price the Charges for the Services shall be the amount set out in the Contract Details.

6.2 William Martin Compliance Limited may increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding twelve month period (the first such increase shall take effect at the beginning of the second Contract Year and shall be based on the latest available figure for the percentage increase in the Retail Prices Index at the beginning of the last month of the previous Contract Year).

6.3 William Martin Compliance Limited shall invoice the Customer as set out in the Contract Details.

6.4 The Customer shall pay each invoice submitted by William Martin Compliance Limited:

6.4.1 within 30 days of the date of the invoice; and

6.4.2 in full and in cleared funds to a bank account nominated in writing by William Martin Compliance Limited and

time for payment shall be of the essence of the Contract.

6.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by William Martin Compliance Limited to the Customer, the Customer shall, on receipt of a valid VAT invoice from William Martin Compliance Limited pay to William Martin Compliance Limited such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 If the Customer fails to make any payment due to William Martin Compliance Limited under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). William Martin Compliance Limited may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by William Martin Compliance Limited to the Customer.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 William Martin Compliance Limited shall own and shall continue to own all Intellectual Property Rights and all other rights in:

7.1.1 the Deliverables; and

7.1.2 all other works, software or material developed by William Martin Compliance Limited prior to the Commencement Date or outside the scope of the Contract.

7.2 Except as set out in the Contract, none of the Intellectual Property Rights of each party referred above are or shall be deemed to be transferred, licensed, granted, assigned, or otherwise acquired by the other party of the Contract.

7.3 William Martin Compliance Limited hereby grants the Customer a non-exclusive non-transferable licence of such Intellectual Property Rights in the Deliverables to such extent necessary to enable the Customer to make reasonable use of Deliverables and the Services as envisaged by the parties including:

7.3.1 the Customer actioning William Martin Compliance Limited's recommendations contained within the Deliverables;

7.3.2 the Customer's internal management of the portfolio of properties to which the Deliverables and the Services related;
and

7.3.3 the Customer managing its health and safety risks in respect of the portfolio of properties to which the Deliverables and the Services related.

7.4 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on William Martin Compliance Limited obtaining a written licence from the relevant licensor on such terms as will entitle William Martin Compliance Limited to license such rights to the Customer.

7.5 The Customer shall not sub-license any licence granted under the Contract to any other person without the prior written consent of William Martin Compliance Limited

7.6 William Martin Compliance Limited shall have no liability for any use by the Customer of any of the Deliverables for any purpose other than that for which it was prepared or provided by William Martin Compliance Limited

8. **INSURANCE**

8.1 During the term of the Contract, William Martin Compliance Limited shall maintain in force the Insurance as set out in the Contract Details, provided that the same is available at commercially reasonable rates.

9. **CONFIDENTIALITY**

9.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.

9.2 The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.

9.3 The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9.4 This clause 9 shall survive termination of the Contract.

9.5 This clause 9 shall not apply to disclosure to insurers.

10. **LIMITATION OF LIABILITY**

10.1 The restrictions on liability in this clause 10 apply to all liability of William Martin Compliance Limited arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise arising under or in connection with the Contract.

10.2 Nothing in these Conditions shall limit or exclude William Martin Compliance Limited's liability for:

10.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors;

10.2.2 fraud or fraudulent misrepresentation; or

10.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.3 Without prejudice to clause 10.1, William Martin Compliance Limited shall not under any circumstances whatever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

10.3.1 loss of profit;

10.3.2 loss of goodwill;

10.3.3 loss of business;

10.3.4 loss of business opportunity; or

10.3.5 special, indirect, or consequential damage,

suffered by the Customer party that arises under or in connection with the Contract.

- 10.4 Without prejudice to clause 10.2 but subject to clause 10.3, William Martin Compliance Limited's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited, in respect of all claims (connected or unconnected) in any Contract Year, to an amount equal to three times the total amount paid or payable by the Customer to William Martin Compliance Limited under the Contract in respect of that Contract Year.
- 10.5 Without prejudice to clause 10.2, and without prejudice to any other limitation of liability or exclusion of liability elsewhere in the Contract, William Martin Compliance Limited's liability shall be limited to that proportion of loss which it would be just and equitable to require William Martin Compliance Limited to pay having regard to William Martin Compliance Limited's responsibility for the same and on the basis that those other contractors, consultants and suppliers who were engaged in connection with the project shall be deemed to have provided contractual undertakings on terms no less onerous than this Contract to the Customer in respect of the performance of their services and shall be deemed to have paid to the Customer such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibility.
- 10.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.7 This clause 10 shall survive termination of the Contract.

11. **TERMINATION**

- 11.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 11.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- 11.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 11.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 11.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 11.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 11.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 11.1.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.9 (inclusive);
- 11.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

- 11.1.12 the other party's financial position deteriorates to such an extent that in William Martin Compliance Limited's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 11.1.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.2 Without limiting its other rights or remedies, William Martin Compliance Limited may terminate the Contract:
- 11.2.1 by giving the Customer three months' written notice; or
- 11.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.
- 11.3 Without limiting its other rights or remedies, William Martin Compliance Limited may suspend provision of the Services under the Contract or any other contract between the Customer and William Martin Compliance Limited if the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.13, or William Martin Compliance Limited reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On expiry or termination of the Contract for any reason:
- 11.4.1 the Customer shall immediately pay to William Martin Compliance Limited all of William Martin Compliance Limited's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, William Martin Compliance Limited shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 11.4.2 the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.4.3 clauses which expressly or by implication survive termination shall continue in full force and effect.
12. **FORCE MAJEURE**
- 12.1 For the purposes of the Contract, Force Majeure Event means an event beyond the reasonable control of William Martin Compliance Limited including but not limited to:
- 12.1.1 strikes, lock-outs or other industrial disputes (whether involving the workforce of William Martin Compliance Limited or any other party);
- 12.1.2 failure of a utility service or transport network;
- 12.1.3 act of God;
- 12.1.4 war, riot, or civil commotion;
- 12.1.5 malicious damage;
- 12.1.6 compliance with any law or governmental order, rule, regulation, or direction;
- 12.1.7 accident, breakdown of plant or machinery;
- 12.1.8 fire or flood;
- 12.1.9 storm or extreme adverse weather conditions; and
- 12.1.10 default of suppliers or subcontractors.
- 12.2 If William Martin Compliance Limited is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, it shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.

12.3 If the Force Majeure Event prevents, hinders or delays William Martin Compliance Limited from providing any of the Services for more than two weeks, William Martin Compliance Limited shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

13. DATA PROTECTION

13.1 For the purposes of this clause 13, the terms **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical and Organisational Measures** shall have the meaning given to them in the Data Protection Legislation.

13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.3 The parties acknowledge that:

13.3.1 for the purposes of the Data Protection Legislation, the Customer is the Controller and William Martin Compliance Limited is the Processor;

13.3.2 clause 13.9 sets out the scope, nature and purpose of processing by William Martin Compliance Limited the duration of the processing and the types of Personal Data and categories of Data Subject; and

13.3.3 the Personal Data may be transferred or stored outside the EEA or the country where the Customer is located in order to carry out the Services and William Martin Compliance Limited's other obligations under the Contract.

13.4 Without prejudice to the generality of clause 13.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to William Martin Compliance Limited and/or lawful collection of the Personal Data by William Martin Compliance Limited on behalf of the Customer for the duration and purposes of the Contract.

13.5 Without prejudice to the generality of clause 13.2, William Martin Compliance Limited shall, in relation to any Personal Data processed in connection with the performance by William Martin Compliance Limited of its obligations under the Contract:

13.5.1 process that Personal Data only in connection with the performance by William Martin Compliance Limited of its obligations under the Contract or otherwise on the Customer's written instructions unless William Martin Compliance Limited is required by the laws of any member state of the European Union, by the laws of the European Union and the UK Data Protection Legislation and any other law that applies in the UK applicable to William Martin Compliance Limited to process Personal Data (Applicable Data Processing Laws) and where William Martin Compliance Limited is relying on the Applicable Data Processing Laws as the basis for processing Personal Data, William Martin Compliance Limited shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit William Martin Compliance Limited from so notifying the Customer;

13.5.2 not transfer any Personal Data outside of the UK or the European Economic Area unless the following conditions are fulfilled:

13.5.2.1 the Customer or William Martin Compliance Limited has provided appropriate safeguards in relation to the transfer;

13.5.2.2 the Data Subject has enforceable rights and effective legal remedies;

13.5.2.3 William Martin Compliance Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

13.5.2.4 William Martin Compliance Limited complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

13.5.3 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

13.5.4 notify the Customer without undue delay on becoming aware of a Personal Data breach;

13.5.5 at the Customer's written direction, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Data Processing Law to store the Personal Data (and for these purposes the term "delete" shall mean to put such data beyond use); and

13.5.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 13.

13.6 Each party shall ensure that it has in place Appropriate Technical and Organisational Measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

13.7 The Customer consents to William Martin Compliance Limited appointing reputable cloud computing and hosting providers as third-party processors of Personal Data under the Contract. William Martin Compliance Limited confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business.

13.8 Either party may, at any time on not less than 30 days' written notice, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

13.9 The following provisions set out the scope, nature, and purpose of processing by William Martin Compliance Limited the duration of the processing and the types of Personal Data and categories of Data Subject:

Description	Details
Subject matter of the processing	Processing of data provided by the Customer for the utilisation of the Services.
Duration of the processing	The Term of the Contract and a reasonable period following termination.
Nature and purposes of the processing	Collection of basic information from the Customer in order to provide the Services.
Type of Personal Data	Name, business e-mail, business contact numbers, position in company.
Categories of Data Subject	Customer's staff, students, visitors & suppliers

13.10 The provision of this clause 13 shall survive termination.

14. ASSIGNMENT AND OTHER DEALINGS

14.1 William Martin Compliance Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.2 The Customer shall not, without the prior written consent of William Martin Compliance Limited assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15. GENERAL

15.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at the address specified in the Contract Details or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.2 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-

provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 15.3 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.
- 15.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in the Contract shall exclude liability for fraud or fraudulent misrepresentation.
- 15.7 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by William Martin Compliance Limited

16. **CONSTRUCTION**

- 16.1 In these Conditions, a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 16.2 In these Conditions, a reference to a party includes its successors or permitted assigns.
- 16.3 In these Conditions, a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 16.4 In these Conditions, any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 16.5 In these Conditions, a reference to writing or written includes faxes and e-mails.

17. **GOVERNING LAW AND JURISDICTION**

- 17.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).