

TERMS AND CONDITIONS OF SUPPLY

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Conditions	means the terms and conditions of purchase set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between Systems and Outsourcing Limited and the Customer for the sale and purchase of Services, incorporating these Conditions and the Order;
Customer	means the entity or person stated on the Order;
Data Protection Laws	means, as binding on either party or the Services: (a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR; (b) any laws which implement any such laws; and (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Fees	has the meaning set out in clause 4.1;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract (including but not limited to an event or sequence of events affecting Systems and Outsourcing Limited's sub-contractors and/or suppliers).
GDPR	means the General Data Protection Regulation (EU) 2016/679;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled; and (f) in whichever part of the world existing;
Location	means the address(es) for performance of the Services as set out in the Order or remotely, if available and agreed by both parties;

Order	means the Customer's order for Services from Systems and Outsourcing Limited, using Systems and Outsourcing Limited's online order form or Thrivecart order form;
Personal Data	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of Systems and Outsourcing Limited's obligations under the Contract;
Systems and Outsourcing Limited	means Systems and Outsourcing Limited, registered in England and Wales under company number 11343775, whose registered office is at 76 Manchester Road, Denton, Manchester M34 3PS.
Services	means the services selected in the Order or understood by the parties to be included in the Services and to be performed by Systems and Outsourcing Limited for the Customer;
Specification	means the description or specification of the Services set out or referred to in the Order;
Sub-Processor	means any agent, sub-contractor or other third party (excluding its employees) engaged by Systems and Outsourcing Limited for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.2 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.3 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.

2 APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract between Systems and Outsourcing Limited and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Systems and Outsourcing Limited otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Systems and Outsourcing Limited.
- 2.4 Each Order by the Customer to Systems and Outsourcing Limited shall be an offer to purchase Services subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by Systems and Outsourcing Limited.
- 2.6 Acceptance of an Order by Systems and Outsourcing Limited shall take place at the sooner of Systems and Outsourcing Limited starting performance of the Services, or when the Order is expressly accepted by Systems and Outsourcing Limited in writing.
- 2.7 When receiving access to Systems and Outsourcing Limited's websites as part of the Services, the Customer acknowledges that Systems and Outsourcing Limited's Website Terms of Use will also apply to the Customer's receipt of the Services. If any conflict arises between these Conditions and the Website Terms of Use, these Conditions shall prevail.

2.8 Where access to a private Facebook Group is provided as part of the Services, additional terms and conditions of use may apply and the Customer agrees to abide by such terms as notified to them from time to time.

3 SERVICES

3.1 The Services shall be performed by Systems and Outsourcing Limited on the date(s) and at the Location(s) (if any) specified in the Order. The Services shall be deemed performed on completion of the performance of the Services specified in the Order (as determined by Systems and Outsourcing Limited).

3.2 Systems and Outsourcing Limited may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.3 Systems and Outsourcing Limited will use its reasonable endeavours to:

3.3.1 meet estimated dates for performance, but any such dates are approximate only and time of performance of the Services is not of the essence; and

3.4 The Customer shall provide all data requested by Systems and Outsourcing Limited from time to time, relating to the hours worked and the tasks performed by any Sub-Processor appointed by Systems and Outsourcing Limited to perform the Services. Such data shall be accurate to the best of the Customer's ability and shall be provided in writing, in a timely manner.

4 FEES

4.1 The fees for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with Systems and Outsourcing Limited's scale of charges in force from time to time.

4.2 In addition to the Fees, the Customer shall pay any applicable VAT to Systems and Outsourcing Limited on receipt of a valid VAT invoice.

4.3 Systems and Outsourcing Limited may increase the Fees with immediate effect by written notice to the Customer where there is an increase in the direct cost to Systems and Outsourcing Limited of supplying the relevant Services and which is due to any factor beyond the control of Systems and Outsourcing Limited.

5 PAYMENT

5.1 The Customer shall pay all Fees:

5.1.1 in full at the time the Order is made, or otherwise at the periodic times stated in the Order and agreed by Systems and Outsourcing Limited at the time the Order is made;

5.1.2 without deduction or set-off, in cleared funds; and

5.1.3 via PayPal, Stripe or Direct Debit to the bank account nominated by Systems and Outsourcing Limited.

5.2 Where the Customer is receiving Services relating to mentorship, or other recurring Service, then the Customer shall pay Systems and Outsourcing Limited by way of monthly instalments via Paypal/Stripe or Direct Debit. Where the Customer fails to pay a monthly instalment by the relevant due date, Systems and Outsourcing Limited reserve the right to suspend the Customer's access to Services with immediate effect, until the full amount of the monthly instalment is made.

5.3 Systems and Outsourcing Limited shall provide the Customer with an invoice for the Services at any time following Systems and Outsourcing Limited's acceptance of the Services.

5.4 Where sums due under the Contract are not paid in full by the due date, Systems and Outsourcing Limited may without limiting its other rights, charge interest on such sums at 4% per annum above the base rate of HSBC from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

6 **WARRANTY**

- 6.1 Systems and Outsourcing Limited warrants that, the Services shall:
- 6.1.1 be supplied with reasonable care and skill;
 - 6.1.2 conform in all material respects to their description and the Specification;
 - 6.1.3 comply with all applicable laws, standards and best industry practice.
- 6.2 The Customer warrants that it:
- 6.2.1 has provided Systems and Outsourcing Limited with all relevant, full and accurate information as to the Customer's business and needs;
 - 6.2.2 shall not reproduce, sell, copy or distribute any part of the Services and/or course material provided, other than as required for its internal business purposes, or as otherwise agreed in writing with Systems and Outsourcing Limited;
 - 6.2.3 shall comply with the Modern Slavery Act 2015 and any related policies of Systems and Outsourcing Limited notified to the Customer from time to time.
- 6.3 Each party warrants that it shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery.
- 6.4 Systems and Outsourcing Limited shall at its option remedy, re-perform or refund the Services that do not comply with clause 6.1, provided that:
- 6.4.1 the Customer serves a written notice on Systems and Outsourcing Limited not later than 5 Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
 - 6.4.2 such notice specifies that some or all of the Services do not comply with clause 6.1 and identifies in sufficient detail the nature and extent of the defects; and
 - 6.4.3 the Customer gives Systems and Outsourcing Limited a reasonable opportunity to examine the claim of the defective Services.
- 6.5 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 6.6 The Customer shall be entitled to exercise its rights under clause 6 notwithstanding that the Services were not rejected following any initial inspection.
- 6.7 Except as set out in this clause 6:
- 6.7.1 Systems and Outsourcing Limited gives no warranties and makes no representations in relation to the Services; and
 - 6.7.2 shall have no liability for its failure to comply with the warranty in clause 6.1, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

7 **PAUSING, CANCELLATION & REFUND POLICY**

- 7.1 Subscriptions are non-transferable to other persons.
- 7.2 A cancelled account will lose the right to any promotional and potentially cheaper rate, at our discretion.
- 7.3 Monthly, six-monthly and annual subscriptions include a 30 day money back guarantee from the date of payment. Cancelled subscriptions beyond the initial 30 days are non-refundable.

- 7.4 You may pause your subscription rather than cancel, should you wish. You may pause for a maximum of three months at a time and a maximum of two times in any rolling twelve month period.
- 7.5 A minimum of 14 days notice must be given to arrange pausing of a subscription.

8 INDEMNITY AND INSURANCE

- 8.1 The Customer shall indemnify, and keep indemnified, Systems and Outsourcing Limited from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Systems and Outsourcing Limited as a result of or in connection with the Customer's breach of any of the Customer's obligations and/or warranties under the Contract.
- 8.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

9 LIMITATION OF LIABILITY

- 9.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.
- 9.2 Systems and Outsourcing Limited shall not be liable for any delay in or failure of performance of the Services caused by:
- 9.2.1 the Customer's failure to: (i) make any Location available, (ii) provide Systems and Outsourcing Limited with adequate instructions for performance, or otherwise relating to the Services;
 - 9.2.2 Systems and Outsourcing Limited's website being unavailable due to the actions or omissions of a third party;
 - 9.2.3 the failure of a sub-contractor and/or supplier of Systems and Outsourcing Limited to perform or deliver the Services;
 - 9.2.4 Force Majeure.
- 9.3 Subject to clauses 9.6 and 9.7, Systems and Outsourcing Limited's total liability shall not exceed the amount of the Fees paid by the Customer for the Services.
- 9.4 Subject to clauses 9.6 and 9.7, Systems and Outsourcing Limited shall not be liable for consequential, indirect or special losses.
- 9.5 Subject to clauses 9.6 and 9.7, Systems and Outsourcing Limited shall not be liable for any of the following (whether direct or indirect):
- 9.5.1 loss of profit;
 - 9.5.2 loss or corruption of data;
 - 9.5.3 loss of use;
 - 9.5.4 loss of production;
 - 9.5.5 loss of contract;
 - 9.5.6 loss of opportunity;
 - 9.5.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 9.5.8 harm to reputation or loss of goodwill.

- 9.6 The limitations of liability set out in clauses 9.2 to 9.5 shall not apply in respect of any indemnities given by either party under the Contract.
- 9.7 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 9.7.1 death or personal injury caused by negligence;
 - 9.7.2 fraud or fraudulent misrepresentation;
 - 9.7.3 any other losses which cannot be excluded or limited by applicable law.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in the provision of the Services shall vest in either Systems and Outsourcing Limited or its shareholders as the case may be, unless such rights are already owned by the Customer prior to the commencement of the Services.
- 10.2 Subject to clause 5.1, Systems and Outsourcing Limited grants a non-exclusive, non-transferable, revocable licence to the Customer to use the Intellectual Property Rights in any item, information, data and website platform that Systems and Outsourcing Limited supplies to the Customer, to such extent as is necessary to enable the Customer to receive the benefit of the Services for the duration of the Contract.
- 10.3 Neither party shall use any logo or trademark (registered or unregistered) of the other party without that other party's prior consent in writing.

11 CONFIDENTIALITY AND ANNOUNCEMENTS

- 11.1 Each party shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform or receive the Services provided under this Contract. The provisions of this clause shall not apply to:
- 11.1.1 any information which was in the public domain at the date of the Contract;
 - 11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 11.1.3 any information which is independently developed by either party without using information supplied by the other party; or
 - 11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 11.2 This clause shall remain in force for the duration of the Contract and, for a period of two years after termination of the Contract.
- 11.3 Neither party shall make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 11.4 To the extent any Confidential Information is Protected Data (as defined in clause 12) such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of clause 12.1.
- 11.5 The Customer shall keep confidential and not disclose to any third party (except in accordance with this clause 11) any website login details including passwords provided to the Customer by Systems and Outsourcing Limited as part of the Services.

12 PROCESSING OF PERSONAL DATA

- 12.1 The parties agree that the Customer is a "controller" and that Systems and Outsourcing Limited is a "processor" for the purposes of processing Protected Data pursuant to the Contract. The terms "controller" and "processor" shall have the meaning given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes

shall be construed accordingly). The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Systems and Outsourcing Limited in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

- 12.2 Systems and Outsourcing Limited shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 12.3 The Customer shall indemnify and keep indemnified Systems and Outsourcing Limited against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 12.
- 12.4 Systems and Outsourcing Limited shall:
 - 12.4.1 only process (and shall ensure its personnel only process) the Protected Data in accordance with the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - 12.4.2 if it believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 12.5 Taking into account the state of technical development and the nature of processing, Systems and Outsourcing Limited shall implement and maintain adequate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 12.6 Systems and Outsourcing Limited shall:
 - 12.6.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its Sub-Processors or its Sub-Processors' own employees in the course of their employment, that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Customer;
 - 12.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 12 that is enforceable by Systems and Outsourcing Limited and ensure each such Sub-Processor complies with all such obligations; and
 - 12.6.3 ensure that all persons authorised by Systems and Outsourcing Limited or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 12.7 Systems and Outsourcing Limited shall (at the Customer's cost):
 - 12.7.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Systems and Outsourcing Limited; and
 - 12.7.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

- 12.8 The Customer expressly consents and agrees that Systems and Outsourcing Limited may process, transfer and/or directly disclose Protected Data to its Sub-Processors which may be located and/or registered in the Philippines.
- 12.9 Except in accordance with clause 12.8, Systems and Outsourcing Limited shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Union or to any international organisation without the prior written consent of the Customer.
- 12.10 Systems and Outsourcing Limited shall, in accordance with Data Protection Laws, make available to the Customer such reasonable information that is in its possession or control as is necessary to demonstrate Systems and Outsourcing Limited's compliance with the obligations placed on it under this clause 12 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and contribute to reasonable audits by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 12.10).
- 12.11 Systems and Outsourcing Limited shall notify the Customer without undue delay and in writing on becoming aware of any "personal data breach" (which shall have the meaning given to it in the GDPR) in respect of any Protected Data.
- 12.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Systems and Outsourcing Limited shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Systems and Outsourcing Limited to store such Protected Data. This clause 12 shall survive termination or expiry of the Contract.

13 **FORCE MAJEURE**

- 13.1 Systems and Outsourcing Limited shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 13.1.1 promptly notifies the Customer of the Force Majeure event and its expected duration; and
- 13.1.2 uses reasonable endeavours to minimise the effects of that event.
- 13.2 If, due to Force Majeure, Systems and Outsourcing Limited:
- 13.2.1 is or shall be unable to perform a material obligation; or
- 13.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days;
- 13.2.3 the parties shall, within 30 days, use reasonable endeavours to renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

14 **TERMINATION**

- 14.1 Systems and Outsourcing Limited may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 14.1.1 commits a material breach of Contract and such breach is not remediable;
- 14.1.2 commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;
- 14.1.3 has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after Systems and Outsourcing Limited has given notification that the payment is overdue;

- 14.1.4 has any consent, licence or authorisation held by it revoked or modified such that the Customer is no longer able to carry on its business and/or comply with its obligations under the Contract or receive any benefit to which it is entitled;
 - 14.1.5 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.1.6 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Systems and Outsourcing Limited reasonably believes that to be the case;
 - 14.1.7 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.1.8 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.1.9 has a resolution passed for its winding up;
 - 14.1.10 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 14.1.11 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 10 Business Days of that procedure being commenced;
 - 14.1.12 has a freezing order made against it;
 - 14.1.13 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title those items;
 - 14.1.14 is subject to any events or circumstances analogous to those in clauses 14.1.5 to 14.1.13 in any jurisdiction.
- 14.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.
- 15 ASSIGNMENT**
- 15.1 The Customer understands and accepts that Systems and Outsourcing Limited may assign or subcontract any or all of its obligations under this Contract.
- 15.2 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Systems and Outsourcing Limited's prior written consent.
- 16 NOTICES**
- 16.1 Any notice or other communication given by a party under these Conditions shall:
- 16.1.1 be in writing and in English;
 - 16.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 16.1.3 be sent to the relevant party at the address set out in the Contract
- 16.2 Notices may be given, and are deemed received:
- 16.2.1 by hand: on receipt of a signature at the time of delivery;
 - 16.2.2 by post: at 9.00 am on the second Business Day after posting.
- 16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:
- 16.3.1 on the date specified in the notice as being the date of such change; or
 - 16.3.2 if no date is so specified, 3 Business Days after the notice is deemed to be received.
- 16.4 All references to time are to the local time at the place of deemed receipt.

16.5 This clause does not apply to notices given in legal proceedings or arbitration.

17 TIME

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

18 ENTIRE AGREEMENT

18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

19 VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, Systems and Outsourcing Limited.

20 SET OFF

20.1 Systems and Outsourcing Limited shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

20.2 The Customer shall pay all sums that it owes to Systems and Outsourcing Limited under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

21 NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

22 EQUITABLE RELIEF

The Customer recognises that any breach or threatened breach of the Contract may cause Systems and Outsourcing Limited irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Systems and Outsourcing Limited, the Customer acknowledges and agrees that Systems and Outsourcing Limited is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

23 SEVERANCE

23.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

23.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

24 **WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

25 **COMPLIANCE WITH LAW**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

26 **THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27 **GOVERNING LAW**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

28 **JURISDICTION**

The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).