

DATED

2017

**TERMS AND CONDITIONS FOR THE SUPPLY OF
SERVICES**



SK | STONE KING

The Customer's attention is particularly drawn to the provisions of clause 10.

1 INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

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 in accordance with clause 5.
Commencement Date:	has the meaning set out in clause 2.2.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 15.7.
Contract:	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and the Supplier's Privacy Policy .
Customer:	the person or firm who purchases Services from the Supplier and "you" shall be construed accordingly.
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.
Marketing Purposes:	the meaning given in clause Error! Reference source not found.
Order:	the Customer's application for an exhibition event, training event, membership or other service offered by Supplier, as set out in the Supplier's relevant order form.
Services:	the services supplied by the Supplier to the Customer as set out in the Order.
Site	the website of the Supplier, whose URL is www.isbl.org.uk
Supplier:	Institute of School Business Leadership, company registration number 3425492, whose registered office address is at 53 Butts, Coventry, West Midlands CV1 3BH, email: info@isbl.org.uk and references to "we" and "us" shall be construed accordingly.

Supplier Materials: all materials, equipment, documents and other property of the Supplier.

1.2 **Construction.** In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 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;
- 1.2.4 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; and
- 1.2.5 a reference to **writing or written** includes faxes and e-mails.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 At any time after the Order has been submitted or accepted, the Supplier expressly reserves the right to refuse an Order at its sole discretion. The Supplier is under no obligation to provide reasons for any such decision.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, 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.
- 2.6 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.
- 2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 14 Business Days from its date of issue.
- 2.8 The price, delivery charges and description of the Services are displayed on the Site. Such information is subject to change without notice.
- 2.9 Subject to clauses 2.2 and 2.10, the price the Customer shall pay for the Services is the price displayed on the Supplier's website at the time the Supplier receives the Customer's order. The price of the Services is exclusive of VAT. The Customer may choose to pay by BACS or sending a cheque to the above address or by using the Worldpay option on the Supplier's website: in respect of membership, payment may be made by direct debit.
- 2.10 If an error is discovered in the price of the Services that the Customer has ordered, the Supplier will inform the Customer as soon as possible. In the event that the Customer orders an item and the price published on the website is incorrect for any reason, the Supplier will contact the Customer to let the Customer know the correct price and ask the Customer whether they still wish the Supplier to fulfil the order at this price. The Supplier shall be under no obligation to fulfil an order for a product or Service which was advertised at an incorrect

price. The Supplier shall give the Customer the option of confirming the order at the correct price or if the Customer so chooses, to cancel the order altogether. If the Customer cancels and has already paid for the Services in the circumstances described in this clause, the Supplier shall refund the full amount in accordance with these terms.

- 2.11 The Supplier shall endeavour to ensure that all of the items shown on the website are accurately represented. There may, however, be some slight variations (and this should be expected) between what the Customer sees and what the Customer receives in any order, which the Customer agrees to accept, provided the variations are not substantial. The Supplier may correct any typographical or other errors or omissions in any brochure, sales literature, quotation or other document relating to the supply of Services without any liability to the Customer.
- 2.12 The Supplier will take all reasonable precautions to keep the details of the Customer's order and payment secure by using Worldpay a third party payment provider whom the Supplier understands uses industry standard Secure Sockets Layer (SSL) encryption technology, making the Supplier's pages secure. Accordingly, unless the Supplier is negligent, the Supplier cannot be held liable for any losses caused as a result of unauthorised access to the Customer's information, either on the Supplier's or the payment provider's website.

3 SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier 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 the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 The Supplier reserves the right at its discretion and without liability to cancel any training courses or conferences on giving reasonable notice to the Customer and will refund in full all sums paid by the Customer to the Supplier to attend such training course or conference.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 ensure that the terms of acceptance of the Order are complete and accurate;
 - 4.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 4.1.3 fulfil its payment obligations; and
 - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
- 4.2 If the Supplier'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 the Supplier 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier'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 the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5 MEMBERSHIP

- 5.1 You must be eighteen (18) or over to register as a member.
- 5.2 Applications for membership or membership renewal shall be made by filling in the online application form.
- 5.3 The membership fee payable is, except as otherwise provided for under clause 7.1, non-refundable.
- 5.4 Where you have applied for a sixty (60) day free trial of membership, you will still be required to enter your payment details, but payment will not be taken until the end of the sixty (60) days, at which time membership and associated payments will begin.
- 5.5 If the Customer does not wish to continue its membership past the sixty (60) days, it is the Customer's responsibility to ensure it has cancelled it before this period ends, by cancelling the direct debit and by emailing the Supplier at info@isbl.org.uk. The Supplier is under no obligation to refund payments where the Customer has not cancelled its membership before the end of the sixty (60) day period.
- 5.6 Subject to clause 2.3, an application for membership or membership renewal shall only be accepted by the Supplier on the Supplier receiving cleared payment for the membership fees, either in full or by making an initial payment of the direct debit, as set out on the Site and the Supplier issuing a welcome pack or renewal confirmation (as applicable) to the Customer.
- 5.7 It is the Customer's responsibility to ensure that they correctly complete the application form and in particular whether they are applying on behalf of an educational establishment or in his or her personal capacity.
- 5.8 Membership lasts from one year beginning from when the Customer is accepted as a member. The membership fee payable each year may increase at the Supplier's discretion.
- 5.9 The Customer is responsible for renewing their membership each year and keeping the Supplier up to date as to the Customer's current address and contact details.
- 5.10 Where membership is applied for in an individual's own capacity but paid for by his or her educational establishment, the membership shall remain associated with the individual and shall not belong to the educational establishment. In this case, it is the Customer's responsibility to inform his or her educational establishment that the Supplier shall only consider requests for changes and/or cancellation of the membership from the Customer.
- 5.11 The Customer may choose their username and password on the membership application form.
- 5.12 The Customer must keep their login details and passwords confidential and must not share them with anyone.
- 5.13 The Supplier reserves the right to terminate the membership of any Customer if, in its reasonable opinion, it considers that the continued membership of the Customer is or is likely to put the reputation of the Supplier into disrepute or where the Customer is deemed to have misused membership privileges or has breached the terms set out in these Conditions.

6 CHARGES AND PAYMENT

- 6.1 The Charges for the Services shall be as set out in the Order.
- 6.2 Where the Customer has undertaken a sixty (60) day free trial of membership, membership and associated payments will begin automatically when the sixty (60) day period ends. By signing up to the free trial, the Customer is accepting that these payments will begin at the end of this period, unless they cancel as per 5.5.
- 6.3 Depending on the payment method selected, the Supplier may invoice the Customer in advance.

- 6.4 The Customer shall pay each invoice submitted by the Supplier:
- 6.4.1 immediately where the payment relates to an event including a training course or a conference which is to take place within the next thirty (30) days;
 - 6.4.2 within thirty (30) days of the date of the invoice for all other services;
 - 6.4.3 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 6.5 The Customer may also request to fulfil payment for membership by direct debit and where he or she does so, is agreeing to continue direct debit payments for the duration of the membership.
- 6.6 In the event that the Customer cancels a direct debit, the Customer shall provide and utilise an alternate method of payment within ten (10) Business Days. When the Customer provides an alternate method, they shall pay any interest, together with the overdue amount. If no payment method is provided within three (3) months, Supplier shall be entitled to pursue recovery of the outstanding debt and shall be entitled, in its sole discretion, to cancel the Customer's membership.
- 6.7 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 the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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.
- 6.8 Receipts for payment will be issued automatically by email for any purchases made online from the Site. If the goods are not paid for in full on or before delivery, title to those goods shall remain with the Supplier until payment is received from the Customer.
- 6.9 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, the Customer shall pay interest on the overdue amount at the rate of two (2)% per cent per annum above Barclays 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.
- 6.10 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). The Supplier 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 the Supplier to the Customer.
- 6.11 Except as otherwise provided for under clause 7.1, all payments for Services including training courses and conferences are non-refundable.

7 RIGHT TO CANCEL

- 7.1 This clause 7 and the right to cancel only applies where the Customer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
- 7.2 The Customer shall have the right to cancel the Contract within fourteen (14) Business Days after the day the Contract was entered into.
- 7.3 To cancel the Contract the Customer must inform the Supplier within the time period specified in clause 7.2 by sending it an email at the following e-mail address info@isbl.org.uk or by contacting its customer services team by telephone on 02476 231221 or by post to ISBL, 53 Butts, Butts Road, Coventry, CV1 3BH.
- 7.4 Upon cancellation of the Contract, the Supplier will refund the Customer any payment received for the cancelled Services, but reserves the right to deduct from such refund:-
- 7.4.1 an administration fee of £30 to cover the work needed to effect cancellation; and

7.4.2 the cost of any Services provided to the Customer at the Customer's request during the period prior to cancellation.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by and vest in the Supplier.
- 8.2 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 the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 8.3 All Supplier Materials are the exclusive property of the Supplier.

9 CONFIDENTIALITY

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. 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. 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. This clause 9 shall survive termination of the Contract.

10 DATA PROTECTION

- 10.1 The Supplier shall comply with the provisions of the Data Protection Act 1998 ("**DPA**"), General Data Protection Regulation (GDPR) and any subsequent UK legislation covering data protection and shall not do anything which may cause the Customer to infringe such legislation.
- 10.2 The Supplier warrants that it has made all registrations required of it under any applicable data protection legislation and in respect of any personal data processed in connection with this Contract and warrants that it complies, and shall continue to comply, with all applicable provisions of the DPA or other applicable data protection legislation, including data protection principles.
- 10.3 The Supplier further warrants that it has in place and undertakes to maintain appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage, or disclosure of any personal data and adequate security programs and procedures to ensure that unauthorised persons do not have access to any equipment used to process such personal data.
- 10.4 All other related information related to the processing of Customer data and other data protection information can be found in the Supplier's [Privacy Policy](#).

11 LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 11.1.2 fraud or fraudulent misrepresentation; or
 - 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2 Subject to clause 11.1:

- 11.2.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000 (one thousand pounds).
- 11.3 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.
- 11.4 This clause 11 shall survive termination of the Contract.

12 TERMINATION

- 12.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one month's written notice.
- 12.2 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:
 - 12.2.1 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 thirty (30) days of that party being notified in writing to do so;
 - 12.2.2 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;
 - 12.2.3 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;
 - 12.2.4 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;
 - 12.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 12.2.6 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 fourteen days;
 - 12.2.7 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);
 - 12.2.8 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;
 - 12.2.9 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;
 - 12.2.10 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 12.2.2 to clause 12.2.9 (inclusive);

- 12.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 12.2.12 the other party's financial position deteriorates to such an extent that, in the Supplier's opinion, the Customer's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
 - 12.2.13 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.
- 12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within fourteen (14) days after being notified in writing to do so.
- 12.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clauses 12.2.2 to 12.2.13, or the Supplier 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 this Contract on the due date for payment.

13 CONSEQUENCES OF TERMINATION

- 13.1 On termination of the Contract for any reason:
- 13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 13.1.2 the Customer shall return all of the Supplier Materials and any Services which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 13.1.3 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
 - 13.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.
- 13.2 Should the Customer choose to terminate the Contract with the Supplier under clauses 12.1 or 12.2, the Supplier shall be under no obligation to issue a refund to the Customer for any remaining Services. Any refund shall be at the Supplier's sole discretion.

14 FORCE MAJEURE

- 14.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than eight weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15 GENERAL

15.1 Assignment and other dealings

15.1.1 The Supplier 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.

15.1.2 The Customer shall not, without the prior written consent of the Supplier, 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.

15.2 Notices

15.2.1 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 its registered office (if it is a company) or its principal place of business (in any other case) 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, sent by pre-paid first class registered post or other next working day delivery service, commercial courier, or e-mail.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class registered post or other next working day delivery service, on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission provided the sender can produce a successful delivery report and places a hard copy in the post within one Business Day.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance

15.3.1 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.

15.3.2 If any provision or part-provision of this 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.

15.4 **Waiver.** 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.

15.5 **No partnership or agency.** 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.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 **Variation.** 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 the Supplier.

- 15.8 **Governing law.** This 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 laws of England and Wales.
- 15.9 **Jurisdiction.** 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 this Contract or its subject matter or formation (including non-contractual disputes or claims).