

## STANDARD TERMS AND CONDITIONS

Diamond Education Service Ltd

Top Floor, 2 Constable Crescent, London N15 4QZ

### 1 INTERPRETATION

1.1 In these terms and conditions:

“Contract” means the contract between (i) the Customer and (ii) DES i.e. Diamond Education Service



“Charges”	means the charges for the Services as specified in the Contract;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; (iii) ought reasonably to be considered by the receiving Party to be confidential; or (iv) would be deemed confidential under GDPR.
“Customer”	means the person/organisation receiving the Service
“DES”	means the organisation Diamond Education Service Ltd named as DES in the Contract;
“GDPR”	means the General Data Protection Regulation 2018;
“Expiry Date”	means the date for expiry of the Contract;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Contract or otherwise notified as such by DES to the Customer in writing;
“Party”	means DES or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the GDPR) which is processed by DES or any Staff on behalf of the Customer pursuant to or in connection with this Contract;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by DES to the Customer under the Contract;



“SLA”	Service Level Agreement means the bespoke specification for the Services (including as to quantity, description and quality) purchased and any expectations placed upon each Party;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of DES and/or of any sub-contractor of DES engaged in the performance of DES’s obligations under the Contract;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to DES from time to time;
“Term”	means the period from the start date of the Contract set out in the Contract to the Expiry Date;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these Terms and Conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’

## **2 BASIS OF CONTRACT**

- 2.1 The Contract constitutes an offer by the Customer to purchase the Services subject to and in accordance with the Terms and Conditions of the Contract.
- 2.2 The offer comprised in the Contract shall be deemed to be accepted by DES on receipt by the Customer of a copy of the Contract countersigned by DES within 14 working days prior of the date of the Contract.



### **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer's Contract to pay the Charges, DES shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Contract and the agreed bespoke Service Level Agreement (SLA).
- 3.2 In supplying the Services, DES shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in DES's industry, profession and trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that DES's obligations are fulfilled in accordance with the Contract;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification or Service Level Agreement (SLA);
  - 3.2.5 comply with all applicable laws;
  - 3.2.6 provide all consumables and equipment and other items as are required to provide the Services described in the Contract/SLA;
- 3.3 The Customer may reasonably, by written notice to DES, request a variation to the scope of the Services. In the event that DES agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and DES.
- 3.4 The Customer shall ensure that all preparation for the delivery of the Contract is appropriate and timely. DES shall not be liable where the Customer has not undertaken jointly agreed preparation and shall not suffer any financial reduction of the Sums due.

### **4 TERM OR OPERATIVE PERIOD**

- 4.1 The Contract shall take effect on the date specified in the Contract and shall expire on the Expiry Date, unless it is otherwise extended or terminated in accordance within the terms and conditions of the Contract.
- 4.2 The Customer may only vary the Contract provided both Parties agree and DES confirms the changes in writing. The terms and conditions of the Contract shall apply throughout any such extended period or alterations.

### **5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in the Contract/SLA and shall be the full and exclusive remuneration of DES in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of DES directly or indirectly incurred in connection with the performance of the Services. All Sums payable must be provided to the Customer prior to signing the Contract. Neither the Customer or



DES may add/subtract Services without written mutual consent.

- 5.2 All amounts stated are exclusive of VAT, which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to DES a sum equal to the VAT chargeable in respect of the Services.
- 5.3 DES shall invoice the Customer as specified in the Contract. Each invoice shall include such supporting information required to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by DES, the Customer shall pay DES the invoiced amounts no later than 30 days after the successful completion of the Contract. The Customer may only withhold or reduce payments in the event of proven unsatisfactory performance and agreed by DES.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. DES shall not suspend the supply of the Services unless DES is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay DES interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where DES enters into a sub-contract, DES shall include in that sub-contract:
  - 5.7.1 provisions having the same effects as clauses 5.3 to 5.7 of this Contract;
  - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Contract.
  - 5.7.3 In this clause “sub-contract” means a contract DES in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract. No subcontract will be made without the express agreement of the Customer.
- 5.8 If any sum of money is recoverable from or payable by DES under the Contract in respect of any breach of the Contract, that sum may only be deducted by the Customer by mutual consent and countersigned in writing by both parties.

## **6 PREMISES AND EQUIPMENT**

- 6.1 The Customer shall provide DES with reasonable access at reasonable times to its premises for the purpose of supplying the Services.
- 6.2 If DES supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Contract (whichever is the earlier) DES shall vacate the Customer’s premises, remove all DES equipment and unused materials and leave the Customer’s premises in a



clean, safe and tidy condition.

- 6.3 If DES supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal working hours and on reasonable notice, examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of their premises in accordance with its standard security requirements. While on the Customer's premises DES will comply with all the Customer's normal security requirements.
- 6.5 Where all or any of the Services are supplied from DES's own premises, DES shall ensure the Customer complies with all DES Policies and Safeguarding processes.
- 6.6 All equipment provided by the Customer for the purposes of the Contract shall remain the property of the Customer and shall be used by DES and the Staff only for the purpose of carrying out the Contract. All equipment provided by DES for the purposes of the Contract shall remain the property of DES and shall be used only for the purpose of carrying out the Contract.
- 6.7 Equipment supplied by the Customer shall be required to be in a good and safe condition when received by DES.

## **7 STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, they should contact the Managing Director immediately and upon mutual agreement may:
  - 7.1.1 end the involvement in the provision of the Services of the relevant person(s)
  - 7.1.2 allow DES to replace any person removed under this clause with another suitably qualified person
- 7.2 DES shall:
  - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 provide the Customer with a list of the names (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Contract;
  - 7.2.3 ensure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer whilst on their premises.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the consent of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the consent of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel



being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 DES shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. DES shall be responsible for its sub-contractors and monitor their performance.
- 8.2 Where the Customer has consented to the placing of sub-contracts, DES shall, at the request of the Customer, share the obligations of the sub-contract with the Customer.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Customer to DES for the purposes of this Contract shall remain the property of the Customer but the Customer hereby grants DES a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling DES to perform its obligations under the Contract.
- 9.2 All intellectual property rights in any materials created or developed by DES pursuant to the Contract or arising as a result of the provision of the Services shall vest in DES. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to DES by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 Data held and materials developed by DES prior to any Contract shall remain the sole property of DES. Materials developed subsequently under the Terms of the Contract or SLA shall be ruled by paragraphs 9.2 and 9.4. DES will seek reparation where a Customer uses prior data or materials without permission or approaches a DES employer from their database within a period of three years from any given Contract.
- 9.4 DES hereby grants the Customer the right to use all intellectual property rights in the materials created or developed pursuant to the Contract and any intellectual property rights arising as a result of the provision of the Services including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.
- 9.5 The Customer shall indemnify, and keep indemnified, DES in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded





against or incurred or paid by DES as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services.

## **10 GOVERNANCE AND RECORDS**

### **10.1 DES shall:**

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Contract;

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Contract.

10.2 DES shall keep and maintain for 6 years after the end of the Contract, or as long a period as may be required by statutory law, full and accurate records of the Contract including the Services supplied under it and all payments made by the Customer. DES shall on written request afford the Customer or the Customer's representatives such access to those records after the fact as may be reasonably requested by the Customer in connection with the Contract.

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party;

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is demanded by applicable law, to meet Safeguarding legislation or by a court of competent jurisdiction;

11.2.2 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence;

11.2.3 on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business

11.2.4 on a confidential basis, to appropriate professionals in the legal, social services and/or justice system;

11.2.5 to auditors or for the purposes of regulatory requirements;

11.2.6 on a genuine need to know basis to enable performance of DES's obligations under the Contract;

11.3 The Parties acknowledge that, except for any information that is exempt from





disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information.

- 11.4 The Customer shall not (and shall take reasonable steps to ensure that the Staff shall not) make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of DES.

## **12 FREEDOM OF INFORMATION**

- 12.1 DES acknowledges that the Parties are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested to comply with obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 alert the Customer of all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

- 12.2 DES recognises that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information involving DES Services (including commercially sensitive information). In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give DES advance notice.

- 12.3 Notwithstanding any other provision in the Contract, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to Services provided by DES is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **13 PROTECTION OF PRIVATE DATA AND SECURITY OF DATA**

- 13.1 DES shall comply with any notification requirements under the GDPR and both Parties shall duly observe all their obligations under the GDPR, which arise in connection with the Contract.

- 13.2 Notwithstanding the general obligation in clause 13.1, where DES is processing Personal Data for the Customer as a data processor (as defined by the GDPR) DES shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Sixth Principle of the GDPR;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that DES is complying with its



obligations under the GDPR;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer;
- (b) any request for personal data;

13.2.4 ensure that it does not knowingly or negligently do or omit anything which places the Customer in breach of the Customer's obligations under the GDPR.

13.3 When handling Customer data (whether or not Personal Data), DES shall ensure the security of the data is maintained in line with the security requirements of the Customer.

## **14 LIABILITY**

14.1 DES shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

14.2 Subject always to clauses 14.3

14.2.1 the aggregate liability of DES in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to DES;

14.2.2 except in the case of claims arising under clauses 9.5, in no event shall DES be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise);
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

## **15 FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of the



Contract for any delays or failures in performance of the Contract, which result from circumstances beyond the control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Contract by written notice to the other Party.

## **16 TERMINATION**

- 16.1 The Contract may be terminated prior to the final completion date by either Party – by giving one months' written notice. In circumstances where the Agreement is signed with less than one month lead in, then the termination will be mutually agreed between DES and the Customer.
- 16.2 Without prejudice to any other right or remedy it might have, either Party may terminate the Contract by written notice with immediate effect if:
  - 16.2.1 Either Party is in material breach of any obligation under the Contract which is not capable of remedy;
  - 16.2.2 Either Party is in material breach of any obligation which is capable of remedy but that breach is not remedied within 30 days on receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.3 There are repeated breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
  - 16.2.4 Either Party undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 Either Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of Parties (other than voluntarily for the purpose of solvent amalgamation or reconstruction)
  - 16.2.6 Either Party fails to comply with legal obligations and statutory instruments
- 16.3 DES shall notify the Customer as soon as practicable of any change of control or any potential such change of control.
- 16.4 DES may terminate the Contract by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties.
- 16.6 Upon termination or expiry of the Contract, Parties shall:
  - 16.6.1 give all reasonable assistance to the other Party to facilitate a mutually acceptable termination of the Contract
  - 16.6.2 return all requested documents, information and data as soon as is reasonably practicable.



## **17 COMPLIANCE**

- 17.1 DES shall promptly notify the Customer of any health and safety or Safeguarding hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify DES of any health and safety hazards which may exist or arise at the Customer's premises and which may affect DES in the performance of its obligations under the Contract.
- 17.2 DES shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises;
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 DES shall:
- 17.3.1 perform its obligations under the Contract in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to DES
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by its Staff.
- 17.4 DES shall supply the Services in accordance with the Customer's environmental policy as provided to DES from time to time.
- 17.5 DES shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989;
  - 17.5.2 section 182 of the Finance Act 1989.

## **18 PREVENTION OF FRAUD AND CORRUPTION**

- 18.1 DES shall not offer or accept an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 18.2 DES shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by either Party in connection with the Contract and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.



## **19 DISPUTE RESOLUTION**

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may be referred to a neutral adviser or mediator (the "Mediator") agreed by both Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written Contract resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20 GENERAL**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract.
- 20.2 A person who is not a party to the Contract shall have no right to enforce any of its provisions that, expressly or by implication, confer a benefit on him, without the prior written Contract of the Parties.
- 20.3 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Contract contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations or understandings between them
- 20.5 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 20.6 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.



## **21 NOTICES**

- 21.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause **21.3**, e-mail to the address of the relevant Party set out in the Contract, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses **15** (Force Majeure) and **16** (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause **21.1**

## **22 GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of the Contract, and all contractual and non contractual matters arising out of it, shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



