

TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions the following definitions apply:
- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
- "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 when banks generally are open for non-automated business in England;
- "Conditions" means Vartan's terms and conditions of supply 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 Vartan and the Customer for the supply and purchase of Services incorporating these Conditions and the Order;
- "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;
- "Controller" shall have the meaning given to it in applicable Data Protection Laws from time to time;
- "Customer" means the person who purchases the Services from Vartan and whose details are set out in the Order;
- "Data Protection Laws" means, as binding on either party or the Services:
- the GDPR;
 - the Data Protection Act 2018;
 - any laws which implement any such laws; and
 - 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;
- "Force Majeure" means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
- "GDPR" means the General Data Protection Regulation, 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:
- whether registered or not;
 - including any applications to protect or register such rights;
 - including all renewals and extensions of such rights or applications;
 - whether vested, contingent or future;
 - to which the relevant party is or may be entitled, and
 - in whichever part of the world existing;
- "Order" means the order for the Services from Vartan placed by the Customer in the same form as set out in the Schedule;
- "Personal Data" shall have the meaning given to it in applicable Data Protection Laws from time to time;
- "Personal Data Breach" shall have the meaning given to it in applicable Data Protection Laws from time to time;
- "Price" has the meaning set out in clause 3.1;
- "Processor" shall have the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
- "Protected Data" means Personal Data received from or on behalf of the Customer in connection with the performance of Vartan's obligations under the Contract;
- "Services" means the Services set out in the Order and to be performed by Vartan for the Customer;
- "Specification" means the description or specification of the Services set out or referred to in the Order; and
- "Vartan" means Miles Vartan Consultancy Limited, a company registered in England and Wales with registered company number

06834580 whose registered office is at Unit 3 Summit Business Park, Langer Road, Felixstowe, Suffolk, England, IP11 2JB.

- 1.2 In these Conditions, unless the context requires otherwise:
- any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
 - a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - a reference to a gender includes each other gender;
 - words in the singular include the plural and vice versa;
 - 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;
 - a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
 - a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and 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 Vartan 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 Vartan 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 Vartan.
- 2.4 Each Order by the Customer to Vartan 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 provided that notice in writing of such withdrawal or amendment by the Customer is received by Vartan before acceptance by Vartan. If Vartan is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by Vartan until withdrawn by the Customer giving notice to Vartan.
- 2.7 Vartan may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- Vartan's written acceptance of the Order; or
 - Vartan performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 2.8 Rejection by Vartan of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 Vartan may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. PRICE

- 3.1 The price for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with Vartan's scale of charges in force from time to time (Price).
- 3.2 The Prices are exclusive of:
- Travel, accommodation, subsistence and all other reasonable incidental costs which shall be charged in addition at Vartan's standard rates, and
 - VAT (or equivalent sales tax).
- 3.3 The Customer shall pay any applicable VAT to Vartan on receipt of a valid VAT invoice.

4. PAYMENT

- 4.1 Vartan shall invoice the Customer for the Services at any time.

- 4.2 The Customer shall pay all invoices:
- (a) in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
 - (b) to the bank account nominated by Vartan.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- (a) Vartan may, without limiting its other rights, claim interest and other sums due under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) 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.

5. PERFORMANCE

- 5.1 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 5.2 Vartan 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.
- 5.3 Each performance of the Services shall be accompanied by a performance note stating:
- (a) the date of the Order;
 - (b) the quote reference number
 - (c) the relevant Customer and Supplier details;
 - (d) the category, type and quantity of Services performed; and
 - (e) any special instructions.
- 5.4 Time of performance of the Services is not of the essence. Vartan shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
- 5.5 The Customer:
- (a) warrants that it has provided Vartan with all relevant, full and accurate information as to the Customer's business and needs, and
 - (b) acknowledges that Vartan will rely on the relevancy, accuracy and sufficiency of such information in order to provide the Services.
- 5.6 Vartan shall not be liable for any delay in or failure of performance caused by the Customer's failure to provide Vartan with adequate instructions for performance of or otherwise relating to the Services, the Customer's failure to provide sufficient or accurate information as described in clause 5.5, or Force Majeure.
- 5.7 The Customer acknowledges that Vartan cannot and does not guarantee the outcome of any applications made by the Customer to, or any decisions made by, regulatory bodies, public authorities, licencing authorities or other organisations that relate to the subject matter of the Services provided by Vartan to the Customer.

6. WARRANTY

- 6.1 Vartan warrants that, for a period of three (3) months from performance (the Warranty Period), the Services shall:
- (a) conform in all material respects to their description and the Specification;
 - (b) be free from material defects; and
 - (c) be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.
- 6.2 Vartan shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 6.1, provided that:
- (a) the Customer serves a written notice on Vartan not later than 5 (five) 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 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
 - (c) the Customer gives Vartan a reasonable opportunity to examine the claim of the defective Services.
- 6.3 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.
- 6.4 Except as set out in this clause 6:
- (a) Vartan gives no warranties and makes no representations in relation to the Services; and
 - (b) shall have no liability for their failure to comply with the warranty in clause 6.1, and all warranties and conditions (including the conditions implied by ss 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.
- 6.5 The Customer shall be entitled to exercise its rights under clause 6 notwithstanding that the Services were not rejected following any initial inspection.

7. ANTI-BRIBERY

- 7.1 The Customer warrants, undertakes and represents to Vartan that:
- (a) it shall comply with all applicable Bribery Laws including ensuring that it has in place adequate procedures (to be construed in accordance with the Bribery Act 2010) to prevent bribery;

- (b) it will use all reasonable endeavours to ensure that all of its personnel, its sub-contractors, and other parties associated with it (to be construed in accordance with the Bribery Act 2010) shall so comply;
- (c) it shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow such to be made or received on its behalf, either in the United Kingdom or elsewhere;
- (d) it shall comply with the Modern Slavery Act 2015;
- (e) neither it, nor any of its officers, employees, agents or sub-contractors:
 - (i) has committed an offence or been notified that it is subject to an investigation under the Modern Slavery Act 2015; or
 - (ii) is aware of any circumstances within its supply chain that could give rise to an investigation or prosecution under the Modern Slavery Act 2015;
- (f) it shall notify Vartan immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of its obligations under clause 7.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

7.2 Any breach of clause 7.1 by the Customer shall be deemed a material breach of the Contract and shall entitle Vartan to terminate the Contract with immediate effect.

8. INDEMNITY

The Customer shall indemnify, and keep indemnified, Vartan from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Vartan as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

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 Subject to clauses 9.5 and 9.6, Vartan's total liability shall not exceed a sum equivalent to the Price.
- 9.3 Subject to clauses 9.5 and 9.6, Vartan shall not be liable for consequential, indirect or special losses.
- 9.4 Subject to clauses 9.5 and 9.6, Vartan shall not be liable for any of the following (whether direct or indirect):
- (a) loss of profit;
 - (b) loss or corruption of data;
 - (c) loss of use;
 - (d) loss of production;
 - (e) loss of contract;
 - (f) loss of opportunity;
 - (g) loss of savings, discount or rebate (whether actual or anticipated);
 - (h) harm to reputation or loss of goodwill.
- 9.5 The limitations of liability set out in clauses 9.2 to 9.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 9.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other losses which cannot be excluded or limited by applicable law;
 - (d) any losses caused by wilful misconduct.

10. INTELLECTUAL PROPERTY

- 10.1 Vartan grants the Customer a licence to use the Intellectual Property Rights in the deliverables provided as part of the Services subject to the following conditions:
- (a) Exclusivity: the licence is not exclusive to the Customer.
 - (b) Transferability: the licence is non-transferable and cannot be sublicensed.
 - (c) Purpose: the licensed intellectual property rights may only be used in connection with the Customer's own internal business purposes relating to the subject matter of the Services.
 - (d) Limitation: the licensed Intellectual Property Rights may not be adapted, modified, added to, enhanced, combined, merged, incorporated into other works or used to create derivative works, disassembled or reverse engineered.
- 10.2 In this clause 10 "IPR Claim" means any action, demand or claim made against the Customer that performance of benefit of the Services infringes the Intellectual Property Rights of any third party.
- 10.3 If any IPR Claim is made or is reasonably likely to be made, Vartan may at its option:
- (a) procure for the Customer the right to continue receiving the benefit of the relevant Services;

- (b) modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification; or
- (c) refund the infringing element of the Services.
- 10.4 Vartan's obligations under clause 10.3 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or Vartan's instructions. The Customer shall indemnify Vartan against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by Vartan in connection with any claim arising from such modification or use.
- 11. CONFIDENTIALITY AND ANNOUNCEMENTS**
- 11.1 A party (the Receiving Party) shall keep confidential all Confidential Information of the other party (the Disclosing Party) and any Affiliate which has been disclosed by the Disclosing Party to the Receiving Party, and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- (a) any information which was in the public domain at the date of the Contract;
- (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- (c) any information which is independently developed by the Receiving Party without using information supplied by the Disclosing Party; or
- (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of clauses 11.1 (a) to 11.1 (c) shall not apply to information to which clause 11.4 relates.
- 11.2 This clause shall remain in force 5 (five) years from the date of the Contract and, if longer, 3 (three) years after termination of the Contract.
- 11.3 The Customer shall not 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 12.2.
- 12. PROCESSING OF PERSONAL DATA**
- 12.1 The parties agree that the Customer is a Controller and that Vartan is a Processor for the purposes of processing Protected Data pursuant to the Contract. Vartan shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 12.2 The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data and shall ensure all instructions given by it to Vartan in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 12.3 The Customer shall indemnify and keep indemnified Vartan 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 Vartan shall only process (and shall ensure its personnel only process) the Protected Data in accordance with this Agreement (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 if Vartan 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, Vartan shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 12.6 Vartan shall:
- (a) not permit any processing of Protected Data by any agent, sub-contractor or other third party without the prior authorisation of the Customer;
- (b) appoint each sub-processor carrying out processing activities under a written contract that complies with the Data Protection Laws;
- (c) remain fully liable to the Customer under the Contract for all the acts and omissions of each sub-processor as if they were its own; and
- (d) ensure that all persons authorised by Vartan to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 12.7 The Customer authorises the appointment of the sub-processors listed below:
- 12.8 Vartan shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area without the prior consent of the Customer.
- 12.9 Vartan shall, in accordance with Data Protection Laws:
- (a) 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 Vartan;
- (b) 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; and
- (c) make available to the Customer such information that is in its possession or control as is necessary to demonstrate Vartan's compliance with the obligations placed on it under this clause 12.
- 12.10 Vartan shall notify the Customer without undue delay and in any event within 36 hours and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 12.11 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, Vartan 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 Vartan to store such Protected Data. This clause 12 shall survive termination or expiry of the Contract.
- 13. FORCE MAJEURE**
- 13.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- (a) promptly notifies the other of the Force Majeure event and its expected duration; and
- (b) uses best endeavours to minimise the effects of that event.
- 13.2 If, due to Force Majeure, a party:
- (a) is or shall be unable to perform a material obligation; or
- (b) is delayed in or prevented from performing its obligations for a continuous period exceeding 14 (fourteen) days or a total of more than 30 (thirty) days in any consecutive period of 60 (sixty) days; the other party may, within 30 (thirty) days, terminate the Contract on immediate notice.
- 14. TERMINATION**
- 14.1 Without prejudice to any other right or remedy which Vartan may have, including to compensation, Vartan may terminate the Contract and/or any other contract which it has with the Customer immediately by giving notice in writing to the Customer if:
- (a) the Customer commits a material breach of Contract and such breach is not remediable;
- (b) the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 (fourteen) days of receiving written notice of such breach;
- (c) the Customer has a bankruptcy order made against them, or stops or intends to stop carrying on all or a significant part of its business, is unable to pay its debts, becomes the subject of a company voluntary arrangement under the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, has a resolution passed for its winding up, 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, passes any board resolution authorising any steps to be taken to enter into an insolvency process, is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 (seven) days of that procedure being commenced, has a freezing order made against it, is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items, or is subject to any events or circumstances analogous to those above events in any jurisdiction.

15. DISPUTE RESOLUTION

- 15.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 15.
- 15.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 15.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- (a) within 7 (seven) days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
- (b) if the dispute has not been resolved within 7 (seven) days of the first meeting of the contract managers, then the matter shall be referred to the managing director (or persons of equivalent seniority). The managing directors shall meet within 7 (seven) days to discuss the dispute and attempt to resolve it.
- 15.4 If the dispute has not been resolved within 14 (fourteen) days of the first meeting of the managing directors under clause 15.3(b) then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

16. NOTICES

- 16.1 Any notice or communication given by a party under these Conditions shall:
- (a) be in writing and in English;
- (b) be signed by, or on behalf of, the party giving it (except for notices sent by email); and
- (c) be sent to the relevant party at the address set out in the Order.
- 16.2 Notices may be given, and are deemed received:
- (a) by hand: on receipt of a signature at the time of delivery;
- (b) by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- (c) by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
- (d) by email: on receipt of a delivery receipt email from the correct primary address used in the ordinary course of the Contract.
- 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 when deemed received under clause 16.2.
- 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. CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for Vartan only are cumulative and not exclusive of any rights and remedies provided by law.

18. FURTHER ASSURANCE

The Customer shall at the request of Vartan, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

19. ENTIRE AGREEMENT

- 19.1 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.
- 19.2 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. Nothing in these Conditions purports to limit or exclude any liability for fraud.

20. 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, Vartan.

21. ASSIGNMENT

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Vartan's prior written consent, such consent not to be unreasonably withheld or delayed.

22. SET OFF

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

23. 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.

24. SEVERANCE

- 24.1 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.
- 24.2 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.

25. WAIVER

- 25.1 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Vartan shall prevent any future exercise of it or the exercise of any other right, power or remedy by Vartan.
- 25.3 A waiver of any term, provision, condition or breach of the Contract by Vartan shall only be effective if given in writing and signed by Vartan, and then only in the instance and for the purpose for which it is given.

26. 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.

27. CONFLICTS WITHIN CONTRACT

If there is a conflict between the terms contained in the Conditions and the Order, then the Order shall take priority.

28. COSTS AND EXPENSES

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

29. 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.

30. 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.

31. 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).