

KERBOODLE! TERMS AND CONDITIONS

THESE ARE THE TERMS ON WHICH NELSON THORNES (COMPANY NO.01083899) ('NT') DO BUSINESS. THEY ARE DESIGNED TO SET OUT CLEARLY NT'S RESPONSIBILITIES AND YOUR RIGHTS.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions" (Conditions)".

"Contract"	means Contract as defined in conditions 2.3.
"Customer"	means the school, person, firm, entity or company whose identity and details are set out in the Order.
"Customer's Personnel"	means such authorised personnel of the Customer specified in the Order (or as notified in writing by the Customer from time to time) who shall, on behalf of the Customer, be responsible for managing all issues relating to the performance of the Contract.
"Commencement Date"	means the commencement date set out in the Order.
"Fees"	means the total amount of fees payable by the Customer to NT as set out in the Order.
"Historical Data"	means the test results of the student Users which are hosted on the Server.
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual

property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Kerboodle!” means the Nelson Thornes’ online learning platform which provides an interactive online education environment which consists of making available the NT’s Materials and the ability of uploading User Materials by the Customer and/or its Users *via* the Software on the Server and the provision of the Services by NT.

“Materials” means the User Materials and the NT’s Materials.

“NT’s Materials” means the educational content (including materials and information including text files, pictures, sounds files, images, graphics whether static or non-static (in any digital and/or electronic format)) requested by the Customer and set out in the Order of which NT licences and makes available on the Server for the Customer and/or its Users to access and use.

“Order” means any order made by the Customer for Kerboodle! which shall (unless otherwise waived by NT) contain information including the name of Customer and its contact details; the number of licences required by the Customer; the content which the Customer would like NT to licence to the Customer; licence fees payable by the Customer to NT; the term of the Contract; the name and contact details of the Customer’s personnel which would manage the relationship between the Customer and NT; the estimated delivery dates; such other services which may be agreed by the Parties (e.g. creation of user names, passwords and registration of the user names and passwords onto the system)

which NT will perform for the Customer; and the charges payable for such services.

- “Privacy Policy” means the privacy policy attached hereto as Schedule 1.
- “Server” means the server and/or such other equipment used to host the Materials and which enables the Customer’s Users to access and/or upload such Materials via the Software and the internet.
- “Services” means the services to be provided by NT under the Contract as set out in the Order and the services specified in conditions 5.1, 5.3, 5.4 and 5.5.
- “Software” means the various software used by NT on the Server or NT’s hardware and/or equipment to make available Kerboodle! Kerboodle!to the Customer and its Users.
- “Term” means the Term of this Contract as set out in the Order.
- “Users” means the employees, staff and/or students of the Customer who are authorised to use Kerboodle!Kerboodle!.
- “User Materials” means any content and/or materials uploaded onto the Server by the Users which is not NT’s Materials.

1.2 Headings in these conditions shall not affect their interpretation.

2. APPLICATION OF CONDITIONS

2.1 The Customer agrees that these Conditions shall be the exclusive basis on which any Contract made between NT and the Customer is transacted and processed unless otherwise agreed in writing by an authorised representative of NT.

2.2 These Conditions shall not create any agency or partnership between the parties or any third party.

- 2.3 Any quotations and/or estimates given by NT shall be deemed as an 'invitation to treat' and not an offer. A contract ('Contract') is formed between the Customer and NT when (and not before):
- 2.3.1 NT notifies the Customer (of which such notification shall include making Kerboodle! available to the Customer) that the Order has been accepted; or
- 2.3.2 NT sends the Customer an e-mail confirming that the Customer's Order has been accepted.
- 2.4 Where the Customer's order is placed orally e.g. on the telephone or in the event of any dispute as to the Order, NT's version of the Order shall be deemed as the authoritative order and the Customer shall not dispute the correctness of the same.
- 2.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply in any Contracts.

3. LICENCE

- 3.1 In consideration of the Fees paid by the Customer to NT, NT grants to the Customer a non-exclusive licence to:
- 3.1.1 use the Software (in object code form) and the NT's Materials as part of the Customer's teaching resources for the Users within the Customer's organisation and/or establishment (which shall not include the use of the Software and/or NT's Materials by, or for the benefit of, any person other than students, teachers or authorised personnel within the Customer's organisation and/or establishment). Without prejudice to the generality of the foregoing, the Customer and/or Users shall be entitled to:
- 3.1.1.1 temporarily display on a computer terminal the NT's Materials and adapt the NT's materials on the computer's display for the purposes of learning and/or teaching in classes (including the preparation for such classes) within the Customer's organisation and/or establishment;
- 3.1.1.2 make paper copies and/or to adapt NT's Materials for the purposes of learning and/or teaching

classes (including the preparation for such classes) within the Customer's organisation and/or establishment;

3.1.1.3 download the NT's Materials onto the Users' computer, portable hard drives, memory sticks and such other digital storage apparatus for the purposes of learning and/or teaching classes (including the preparation for such classes) within the Customer's organisation and/or establishment;

3.1.1.4 re-transfer or re-transmit the NT's Materials to other Users; and

3.1.1.5 adapt and incorporate the NT's Materials into other works and/or material for the purposes of learning and/or teaching classes within the Customer's organisation; and

3.1.1.6 use the Software (in object code form) to create and upload User Materials onto the Server during the Term.

3.2 The Customer may use the Software to upload User Materials onto the Server.

3.3 The Customer may not use the Software and/or the NT's Materials for any other purpose other than as specified in conditions 3.1 and 3.2 without the prior written consent of NT and the Customer acknowledges that additional fees may be payable on any change of use approved by NT.

3.4 Other than to the Users, the Customer has no right to sub-license or to assign the benefit or burden of the licence set out in conditions 3.1 and 3.2 in whole or in part, or to allow the NT's Materials and/or the Software to become the subject of any charge, lien or encumbrance without the prior written consent of NT.

3.5 The Customer shall not and shall contractually procure that its Users do not:

3.5.1 attempt to duplicate, modify, disclose or distribute any portion of the Software;

3.5.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

3.5.3 disclose the Software, Services, their usernames and passwords to third parties, without NT's prior written consent.

3.6 The Customer shall not and shall procure that its Users do not use the NT's Materials and Kerboodle! for any purposes except those set out in conditions 3.1.

3.7 The Customer grants and shall procure that the User's and/or the relevant licensors of the User Materials grant to NT a perpetual, irrevocable, non-exclusive, non-transferable licence to host the User Materials on the Server and to use such User Material for any purposes including making copies of the User Material, issue copies of User Material, rent or lend the User Materials, perform, show or play User Materials in public (including over the internet), communicate the User Content, and to adapt the User Materials. For the avoidance of doubt, this condition shall survive the termination of the Contract howsoever caused.

4. COMMENCEMENT AND TERM OF CONTRACT

4.1 Subject to earlier termination of the Contract pursuant to the provisions of these Conditions, the Contract shall commence on the Commencement Date set out in the Order and shall continue to be in force during the Term.

4.2 Subject to the other provisions in these Conditions, the parties shall in good faith re-negotiate a new Contract 30 days prior to the expiry of the Term.

5. SERVICES

5.1 NT shall:

5.1.1 procure the hosting of the Materials on the Server;

5.1.2 provide the Customer with the relevant web page link to access Kerboodle!;

- 5.1.3 provide the Customer with the ability to create user names and passwords for the Customer's Users. Where agreed between the parties, NT will create and register such user names and passwords of the Customer's Users for the Customer and NT may charge the Customer such fees as specified in the Order for the aforementioned services of creating and registering user names and passwords of users for the Customer;
- 5.1.4 (where agreed between the parties) provide the Customer with training and help notes on how to use Kerboodle!; and
- 5.1.5 make available to each User, 10 megabytes of space or such other space as may be specified in the Order on the Server to upload such User's User Materials onto the Server. In the event of an inconsistency, the space specified in the Order will prevail.
- 5.2 NT warrants that it shall use reasonable care and skill to provide the Services.
- 5.3 NT warrants that it shall use 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.
- 5.4 NT shall use reasonable endeavours to ensure that the Server is available all the time.
- 5.5 NT shall ensure that such maintenance and other actions as are reasonably required to maintain the Server in full working order shall be carried out during the Term of the Contract.
- 5.6 NT shall, on request by the Customer's Personnel, as soon as it is practicable, suspend availability of the Materials and shall likewise, on request by the Customer's Personnel, as soon as it is practicable, procure that the provision of access to the Materials is resumed following such suspensions.

6. CUSTOMER RESPONSIBILITIES

- 6.1 The Customer shall be responsible for the accuracy and completeness of the Order and to ensure that the Order meets the Customer's requirements.
- 6.2 The Customer acknowledges that NT does not operate or exercise control over, and accepts no responsibility for the content of the User Materials uploaded by the Customer and/or its Users onto the Server.
- 6.3 The Customer warrants that any personal data on the system (including the Server) complies fully with the Data Protection Act 1998 and associated legislation and hereby indemnifies NT against any infringement of such legislation (except insofar as NT is responsible for the security of the system and the Materials) and in particular acknowledges that NT does not operate or exercise any control over, and accepts no responsibility for where or in what jurisdiction the User Materials may be received.
- 6.4 The Customer undertakes and shall procure that each of its Users undertake not to upload any User Materials onto the Server or send and/or transmit to other Users, any content or Materials which are illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations or laws to which such content and/or Materials are subject. The Customer shall be solely responsible for the accuracy, legality, and compliance with the relevant rules and regulations in respect of the User Materials and/or any content and/or materials sent by any of its Users to another of its Users.
- 6.5 The Customer warrants that it has and shall procure that its Users have obtained all necessary consents, approvals and licences for the use of third party Intellectual Property Rights in particular such third party Intellectual Property Rights relating to the User Materials and the use of such third party Intellectual Property Rights will not violate any intellectual property rights belonging to any third party.
- 6.6 In the event of a breach and/or allegations of an infringement of conditions 6.3, 6.4 and/or 6.5 above, or if NT reasonably suspects such breach and/or infringement has occurred, NT may, without giving notice to the Customer and without liability, suspend availability of the

Materials or remove such Materials from the Server, pending clarification of such allegations or suspicion.

- 6.7 The parties shall notify each other as soon as reasonably possible after becoming aware of any third-party allegation of a breach of the provisions of conditions 6.3, 6.4 and/or 6.5.
- 6.8 The Customer undertakes not to and shall procure that its Users will not initiate any spamming, downloading or upload excessive volume of Materials from and/or onto the Server such that it may impair the access to the Server nor the Server's performance .
- 6.9 The Customer shall indemnify NT against any claims, proceedings, losses, liabilities, damages (including reasonable costs), charges and expenses of whatever nature arising out of or in connection with any claim or action made against NT relating to a breach of conditions 6.3, 6.4 and 6.5, provided that NT will not make any admissions without the Customer's prior written consent and subject to condition 6.6, not take any step (or omit to take any step) which would prejudice the Customer's defence of the claim, and shall allow the Customer to conduct and/or settle all negotiations and litigation resulting from such claim. NT shall, at the request of the Customer, afford all reasonable assistance with such negotiations or litigation and shall be reimbursed by Customer for any reasonable out of pocket expenses incurred in so doing.
- 6.10 Subject to conditions 3.1, the Customer will take reasonable steps to ensure that its Users comply with the provisions of these Conditions and do not:
 - 6.10.1 copy, print out or otherwise reproduce any information of materials extracted from the Server nor any material relating to any part of Kerboodle!, except as permitted under these Conditions or authorised by NT in writing;
 - 6.10.2 make available their username and password and/or any part of Kerboodle! available to anyone. Where such disclosure of username and/or password occurs, the Customer shall procure that such User shall notify the Customer immediately who shall in turn forthwith notify NT immediately so that NT can take appropriate security measures; and/or

6.10.3 use Kerboodle! and/or information extracted from the Server for any illegal, fraudulent or immoral purposes.

6.11 The Customer shall and shall procure that its Users shall notify the Customer who will in turn, notify NT immediately of any errors or inaccuracies in respect of any information and/or data extracted from the Server including the NT's Materials. In this regards, the Customer shall contact NT by emailing NT at cservices@nelsonthornes.com.

6.12 Unless otherwise agreed in writing by NT, the Customer is solely responsible for configuring its computers and/or the Users' computers in order to access Kerboodle! and to provide for its own virus protection software. For the avoidance of doubt, the Customer acknowledges and shall procure that its Users acknowledge that the computers used by the Customer and/or Users must satisfy the specifications notified by NT to the Customer.

7. WITHDRAWAL OF ELECTRONIC MATERIAL

7.1 NT reserves the right at any time to withdraw the NT's Materials and/or any parts of the NT's Materials:

7.1.1 if NT no longer retains the right to publish such material; or

7.1.2 if in NT's sole discretion, NT on reasonable grounds believes that such materials contain any content which infringes copyright or such intellectual property rights of third parties or is defamatory obscene unlawful or otherwise objectionable

and NT shall notify the Customer of such withdrawal as soon as it is practicable.

7.2 On receipt of the notice referred to in conditions 7.1, the Customer shall, and shall procure that its Users immediately cease all distribution in any and all media of the withdrawn material and shall comply with NT's reasonable instructions with respect to the deletion of such withdrawn material.

8. TRIAL PERIOD

8.1 NT offers the Customer the opportunity to trial Kerboodle! free of charge for a period of 30 days ('Trial Period').

8.2 During the Trial Period, a single user access will be made available to the Customer in respect of Kerboodle! and the Services requested by the Customer as set out in the Order. Unless the Customer otherwise notifies NT in writing that the Customer wishes to terminate the Contract [7] days before the end of the Trial Period, it will be deemed that the Contract will be in force during the Term and the Customer may not terminate the Contract except under the provisions of these Conditions.

9. PRIVACY AND DATA PROTECTION

9.1 In the course of complying with NT's obligations under the Contract, it is necessary for NT to collect personal data and other information relating to the Customer and its Users e.g. names, year group etc. NT is committed to ensuring that the Customer's and its Users' personal data and privacy are protected and that NT is compliant with the Data Protection Act 1998. In this regard, NT has put in place a Privacy Policy.

9.2 The Privacy Policy sets out:

9.2.1 the information and personal data which NT collects about the Customer and its Users;

9.2.2 what such information and personal data is used for; and

9.2.3 the safeguards which are in place.

9.3 NT may from time to time make changes to the Privacy Policy and will notify the Customer of any material changes to the Privacy Policy.

10. FEES AND PAYMENT

10.1 In consideration of NT licensing Kerboodle! and providing the Services to the Customer, the Customer shall pay to NT the Fees.

10.2 Unless otherwise agreed between the parties, the Fees shall be paid 60 days after the Commencement Date. For the avoidance of doubt, unless otherwise agreed between the parties, where the Customer requires additional licences for additional users during the Term, NT shall be entitled to invoice the Customer forthwith upon NT agreeing to licence such additional Users pursuant to the terms of these Conditions and such invoice shall be paid within 60 days of the invoice date.

- 10.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay NT on the due date, NT may:
- 10.3.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Royal Bank of Scotland Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand; and
 - 10.3.2 suspend the Customer's and its Users' use of Kerboodle! and the Services until payment has been made in full.
- 10.4 Time for payment shall be of the essence of the Contract.
- 10.5 All sums payable to NT under the Contract shall become due immediately on its termination, despite any other provision. This condition 10.5 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 10.6 NT may, without prejudice to any other rights it may have, set off any liability of the Customer to NT against any liability of NT to the Customer.
- 10.7 No payment for the Fees shall be deemed to have been received until NT has received cleared funds.

11. WARRANTIES AND LIMITATION OF LIABILITY

- 11.1 NT warrants that Kerboodle! will conform in all material respects to the brochures, marketing material produced by NT and NT's website in respect of Kerboodle! for a period of 90 days from the Commencement Date.
- 11.2 NT does not warrant that the use of Kerboodle! and/or the Services will be uninterrupted or error-free.
- 11.3 The Customer accepts responsibility for the selection of Kerboodle! and/or the Services to achieve its intended results.
- 11.4 This condition 11 sets out the entire financial liability of NT (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of (1) any breach of the Contract; (2) any use made by the Customer and/or its Users of Kerboodle! and/or the Services; and any representation,

statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

- 11.5 Subject to the warranties expressly contained in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.6 Nothing in these Conditions limits or excludes the liability of NT for death or personal injury resulting from negligence or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by NT.
- 11.7 Subject to condition 11.6, NT shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 11.8 Subject to conditions 11.6 and 11.7, NT's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the sum insured where NT is insured and the Fees specified in the relevant Order in all other cases.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 As between the parties, the Customer acknowledges that NT and/or NT's licensors own all Intellectual Property Rights in the Software, NT's Materials and the Services. Except as expressly stated in these Conditions, these Conditions do not grant the Customer any rights to, or in any Intellectual Property Rights or any other rights or licences in respect of the Software, NT's Materials and/or Services.
- 12.2 If the Customer utilises Kerboodle! for any other purpose other than those contemplated in condition 3, the licence to use Kerboodle! granted pursuant to condition 3.1 is automatically terminated. Further use of the Software shall constitute Intellectual Property Rights infringement.
- 12.3 NT warrants to the best of its knowledge that the Intellectual Property Rights in the Software, Services and NT's Material would not infringe the Intellectual Property Rights of any third party.

12.4 With regard to Intellectual Property Rights infringement in respect of the Software, Services and/or NT's Materials, each party shall promptly give notice in writing to the other in the event that it becomes aware of any infringement or suspected infringement of the Intellectual Property Rights in or relating to the same.

12.5 In the case of any matter falling within condition 12.4, NT shall:

12.5.1 in its absolute discretion, determine what action if any shall be taken in respect of the matter;

12.5.2 have sole control over and shall conduct any action as it shall deem necessary; and

12.5.3 pay all costs in connection with that action and shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action where NT decides to take control over and/or conduct any action but not otherwise

and the Customer shall at NT's cost provide all such assistance to NT as NT may request.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other if:

13.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

13.1.2 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.1.3 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and

assume the obligations of the relevant party under the Contract) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

13.2 On termination of the Contract for any reason:

13.2.1 the Customer shall immediately pay to NT all of NT's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, NT may submit an invoice, which shall be payable immediately on receipt; and

13.2.2 (where applicable) the Customer shall, return and/or destroy all copies of the Software and NT's Materials as may be advised by NT to the Customer. If the Customer fails to do so, NT may enter the Customer's premises and take possession of or delete them. Notwithstanding the foregoing, the Customer will be able to access the Historical Data for the sole purpose of viewing such Historical Data for a reasonable period of time of no less than 30 days.

13.3 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13.4 On termination of the Contract (however arising), conditions 6, 7, 10, 11, 12, 13 and 15 shall survive and continue in full force and effect.

14. FORCE MAJEURE

NT shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of NT 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.

15. CONFIDENTIALITY

15.1 Both parties shall keep in strict confidence all information which are of a confidential nature and have been disclosed by one party to the other party and shall procure that the receiving party's employees, agents, consultants or subcontractors keep in strict confidence all such information other than for the purposes of performing its obligations under the Contract.

15.2 The obligations set out in condition 15.1 shall not apply to confidential information that the receiving party can demonstrate is or has become publicly known other than through breach of this condition 15, was in the possession of the receiving party prior to disclosure by the other party, was received by the receiving party from an independent third party who has full right of disclosure, or was independently developed by the receiving party or was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

15.3 The parties agree that NT shall be entitled to use the Customer's name and trade mark for marketing and promotional purposes.

16. MAINTENANCE

16.1 Where the Customer and/or the Customer's users are unable to access Kerboodle!, the Customer shall first ascertain whether the inability to access Kerboodle! is caused by a failure on the part of the Server or NT; or the Customer's and/or its Users' internet service provider and/or equipment. Where fault lies with the Server and/or NT, the Customer Personnel shall contact NT immediately using the following details:

Email address: cservices@nelsonthornes.com

Telephone Number: 01242 267287

16.2 Upon receiving the Customer's report, NT shall use reasonable endeavours to resolve and rectify the problem to allow the Customer and its users to access Kerboodle!.

16.3 Where it is subsequently established that fault does not lie with the Server or NT but with the Customer's and/or its Users' internet service provider and/or equipment, NT reserves the right to charge the Customer such reasonable cost as NT may have incurred.

17. NOTICES

17.1 All notices to be given under the Contract shall be in writing and shall either be delivered personally or sent by first class pre-paid post or facsimile transmission and shall be deemed duly served:

17.1.1 in the case of a notice delivered personally, at the time the same is left at the address of, or handed to a representative of, the party to be served;

17.1.2 in the case of a notice sent by first class pre-paid post, two clear business days after the date of despatch; and

17.1.3 in the case of a facsimile transmission, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day, provided that a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next business day.

17.2 Each notice shall be addressed to the address of the party concerned set out at the head of this Agreement or to such other address as may be notified in writing for this purpose from time to time.

18. GENERAL PROVISIONS

18.1 The Customer shall not, without the prior written consent of NT, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.

18.2 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Nothing in this condition shall limit or exclude any liability for fraud.

18.3 A variation of the Contract shall be in writing and signed by or on behalf of both parties to the Contract.

18.4 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed

and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

18.5 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.6 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.7 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18.8

19. GOVERNING LAW AND JURISDICTION

19.1 This Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

19.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

19.3 Nothing in these Conditions shall limit the right of NT to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction