

GPD COMMUNICATIONS LIMITED STANDARD TERMS AND CONDITIONS

APPLYING TO THE SALE AND SUPPLY OF EQUIPMENT & MAINTENANCE SERVICES

1 GENERAL

These Standard Terms and Conditions shall apply to the supply of all Equipment and Services by GPD Communications Limited incorporated and registered in England with company number 3097166 of Unit 3 Landscape Close, Weston-on-the-Green, Oxfordshire, OX25 3JQ (the "Supplier") to the Customer.

These Standard Terms and Conditions together with the Order shall constitute the entire agreement jointly entered into between the Supplier and the Customer. Unless expressly agreed in writing by the Supplier, no other general or specific condition shall apply. Where there is conflict between the Standard Terms and Conditions and any special terms contained in the Order, the Order shall prevail.

2 DEFINITIONS

In this Agreement the following terms shall have the following meanings:

"Agreement" means the Order Form and these Standard Terms and Conditions;

"Charges" means the charges payable in respect of the Services and Equipment as set out in Agreement or as specified in the Supplier's current price list (as amended from time to time in accordance with this Agreement);

"Customer" means the person or company which enters into the Contract with GPD Communications Limited for the provision of the Equipment and/or Services;

"Customer Equipment" means any hardware and or software owned, controlled or licensed by the customer and provided to the Supplier by the Customer or otherwise made available for the purposes of providing the Services;

"Effective Date" means date Order is accepted;

"Equipment" means the hardware including spare parts provided by GPD Communications Limited to the Customer under these Terms and Conditions;

"Initial Term" means three years from the Effective Date, or as stated in the Order;

"Intellectual Property Rights" means all copyright, database rights, rights in software, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world now or in the future;

"OFCOM" means the Office of Communications;

"Order" means an Order Form that has been accepted by GPD Communications Limited together with any special terms agreed in writing by GPD Communications Limited;

"Order Confirmation" means the confirmation of acceptance of the Customer's order by GPD Communications Limited;

"Order Form" means the order for Equipment or Services submitted to GPD Communications Limited by the Customer;

"PhonePayPlus" means the regulatory body now known as PhonePayPlus and formerly known as the independent Committee for the Supervision of Standards of Telephone Information Services;

"Regulation" means any law or regulation affecting the provision of the Services, including the General Conditions published by OFCOM from time to time, and any applicable or relevant rule or regulation;

"Services" means the services provided by GPD Communications Limited to the Customer under these Terms and Conditions;

"Supplier" means GPD Communications Limited;

"System" means the system specified in the Order Form;

3 THE SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall provide the Equipment and/or the Services as described in the Order.
- 3.2 The Supplier shall provide the Services in a professional manner and exercise reasonable skill and care in the provision of the Services.
- 3.3 The Supplier reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of the Services.

4 EFFECTIVE DATE, INITIAL TERM AND ACCEPTANCE OF ORDER

- 4.1 This Agreement shall commence on the Effective Date and shall in respect of any Services be for the Initial Term and after that shall continue until terminated by either party in accordance with the terms of this Agreement.
- 4.2 The provision of Services or Equipment shall be subject to due ordering by the Customer and acceptance by the Supplier. The Customer's Order Form will be acknowledged by the Supplier but this is not an acceptance of the Order by the Supplier. Each order will only be accepted by the Supplier once it has sent the Customer its Order Confirmation at which point the Contract shall be binding upon the Customer.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer shall at all times:-
 - 5.1.1 comply with any reasonable directions or instructions (including requests for assistance or information) issued from time to time by the Supplier in connection with the Services or any of them;
 - 5.1.2 pay the Supplier's Charges under this Agreement on or before the due date for payment without set off or deduction;
 - 5.1.3 take all reasonable measures to ensure that the Equipment is not used in any unlawful, improper or damaging manner;
 - 5.1.4 indemnify and hold harmless the Supplier against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services, Equipment or other breach of the Agreement and all costs and expenses reasonably incurred by the Supplier in investigating and/or defending itself in relation to any such claim or proceedings;

- 5.1.5 provide all information and assistance reasonably required by the Supplier to enable the Supplier to perform its obligations under this Agreement, including providing or procuring access to the Customer's premises and a suitable and safe working environment.
- 5.2 The Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means that it judges appropriate.
- 5.3 To enable the Supplier to perform its obligations under this Agreement, the Customer shall obtain all requisite licenses, consents and permissions and permit or procure permission for the Supplier, its agents or subcontractors to have access to the Customer's premises and shall provide such reasonable assistance and information as the Supplier requests from time to time.
- 5.4 The Supplier will routinely work during normal office hours. Any request by the Supplier to carry out work at other times may be refused by the Customer. Any request by the Customer that the Supplier carry out work at other times may be refused by the Supplier, but if accepted such work will be charged to the Customer at the Supplier's then current standard rates.

6 EQUIPMENT

- 6.1 Except as expressly set out in this Agreement, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and make use of the Services.
- 6.2 The Customer shall ensure that its telecommunications equipment conforms at all times with the relevant standard designated by all relevant legislation and all applicable regulations, instructions and orders. The Supplier shall not be under any obligation to connect or keep connected any Customer Equipment if it does not so conform or if in the Supplier's reasonable opinion it is liable to cause death, personal injury or damage to property or to impair the quality of the Services or to put the Supplier in breach of its licenses or its obligations to any third party.
- 6.3 The Customer shall check all Equipment and notify the Supplier of any defects apparent on reasonable inspection within 14 days from the date the Equipment is delivered. After expiry of such period the Equipment shall be deemed to have been accepted.
- 6.4 The Supplier's total liability to the Customer in respect of any defect or fault in the Equipment shall be limited to the costs of repairing or replacing the defective Equipment.
- 6.5 If the Supplier is unable to deliver the whole of an order of Equipment at one time due to operational reasons, shortage of stock or shortage of raw materials the Supplier shall deliver the Order in instalments. Each instalment shall constitute a separate contract. Late delivery of one instalment shall not entitle the Customer to cancel any other instalment or to terminate or rescind the contract.
- 6.6 Any new Equipment being returned to the Supplier in accordance with the terms of this Agreement must be returned in an undamaged and saleable condition together with its packaging and any instructions. The costs of returning such Equipment to the Supplier shall be borne by the Customer. Where the Supplier finds that such Equipment is damaged or unsaleable the Supplier reserves the right to charge the customer the full replacement value of the Equipment or to refuse to exchange or replace the Equipment.

7 MAINTENANCE

- 7.1 All Services will be performed between 9.00 am to 5.00 pm, Monday to Friday excluding public holidays ("Normal Working Hours"). Calls may be made in those hours. The Supplier is not obliged to provide Services outside the Normal Working hours, but if they do, they will be subject to a supplementary charge under Clause 7.14 below.
- 7.2 The Supplier shall if required make an annual visit to the Site at a time to be agreed to review the working of the System
- 7.3 Subject to the terms and conditions contained in this Agreement, the Supplier will carry out fault diagnosis and where possible recommendation for correction (subject to limitations imposed by contractual restrictions of any third party) following the report of any fault in the System.
- 7.4 When the Customer reports a fault in the System, the Supplier will respond either by:
- 7.4.1 advising by telephone (including advice as to checks to be carried out by the Customer); or
 - 7.4.2 carrying out remote diagnostic checks where practicable; or
 - 7.4.3 when the Supplier considers it necessary by visiting the Customer's premises, if the actions in 7.4.1 and 7.4.2 have not diagnosed the fault.
- 7.5 The Supplier may use new, second-hand or re-conditioned parts at its option.
- 7.6 If the System has not been installed and commissioned by the Supplier, the Supplier shall be entitled to carry out inspection testing of the System prior to acceptance for maintenance.
- 7.7 If such inspection reveals that the System does not meet the Supplier's minimum installation standards, the Supplier shall provide details thereof to the Customer who shall have the necessary corrective work undertaken whereupon the Supplier will carry out re-inspection testing of the System.
- 7.8 All tests carried out by the Supplier under Clause 7.6 and 7.7 may be subject to a supplementary charge payable by the Customer under Clause 7.14.
- 7.9 If the Customer shall fail to have the necessary corrective work undertaken as aforesaid within three months of the date upon which the Supplier provides details thereof as aforesaid the Supplier shall be entitled to give notice terminating this Agreement (but without prejudice to any accrued rights).
- 7.10 The Customer undertakes to keep the System under the correct environmental conditions at all times, these include but are not limited to:
- 7.10.1 keeping the System in conditions of adequate temperature and humidity levels;
 - 7.10.2 protecting the System against excess electro magnetic interference;
 - 7.10.3 ensuring adequate ventilation for the System; and
 - 7.10.4 ensuring the System is free from harmful obstructions.

- 7.11 Any guidance as to the meaning of any terms used in 7.10 will be provided by the Supplier and its decision is final.
- 7.12 Repair to the System caused by a breach of the undertakings in Clause 7.10 are additional services: the Supplier is not obliged to carry out the repair, any repairs it does carry out will be subject to a supplementary charge under Clause 7.14.
- 7.13 The Supplier shall not be liable to carry out further repairs or replacement of parts or equipment under a maintenance agreement in the following circumstances:
- 7.13.1 where the Supplier reasonably considers that it is no longer commercially viable to carry out further repairs on the system or equipment covered by the maintenance agreement;
- 7.13.2 where a third party other than the Supplier or its authorised agents have carried out any repairs or replacement of equipment covered by the maintenance agreement;
- 7.13.3 where an existing system or piece of equipment is no longer compatible with new software or technology.
- 7.14 The Supplier reserves the right to make additional charges over and above those payable by the Customer as set out in the Order Form where specified in these Standard Terms and Conditions. In addition, where a third party has carried out any work to any part of the System the Supplier shall require an audit to be carried out at the Customer's cost to assess whether any remedial work is required and any such remedial work shall be carried out by the Supplier at such rates as shall be agreed between the parties at the time.
- 7.15 All Equipment returned to the Supplier under this Agreement for repair shall be sent to the Supplier at the address advised to the Customer by the Supplier from time to time. The Customer shall be responsible for incurring all costs related to the delivery of the Equipment to the Supplier and its insurance.
- 7.16 The Supplier shall not be liable for making good defects in the electricity supply, the network service provider's telephone service and connections and or Host PBX systems. Service calls for these purposes will be charged to the Customer at the Supplier's standard rates.
- 7.17 The Supplier shall in no circumstances be liable for any failure or defective working of the System due to any damage, fault, failure or change in the electricity supply service and or the network service provider's equipment and or Host PBX systems.

8 CHARGES AND PAYMENT

- 8.1 Unless otherwise stated on the Order Form Charges for Services are calculated on a monthly/quarterly/annual basis and are payable within 14 days of the date of invoice.
- 8.2 Overdue payments shall be subject to interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgment.
- 8.3 Charges are exclusive of Value Added Tax which will additionally be payable at the applicable rate(s).

- 8.4 The Supplier shall in respect of each Service be entitled to review and vary from time to time the Charges and introduce new charges. The varied or new charges shall take effect no earlier than 14 days after notification to the Customer.
- 8.5 The Supplier reserves the right to make a Charge to the Customer for any visit to the Customer's premises where remote access to the telephone system was not provided

9 LIABILITY

- 9.1 The Supplier does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence or that of its employees or agents, fraud or fraudulent misrepresentation or for any other liability which may not be excluded by law.
- 9.2 The Supplier will have no liability for the security of the Services or Equipment including any hacking or abuse of the Services, systems or Equipment or for any loss or corruption of any of the Customer's data and the Customer shall be responsible for providing such safeguards as it deems appropriate.
- 9.3 The Supplier shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales, special damage; loss of profits; loss of reputation; loss of anticipated savings; loss of business opportunity and loss of goodwill.
- 9.4 Subject to Condition 9.1, in no circumstances shall the Supplier's liability to the Customer of any nature arising out of or in connection with this Agreement exceed the amount of the Charges paid to the Supplier by the Customer under the terms of this Agreement in the twelve month period prior to the date on which such liability arose.

10 SUSPENSION OF SERVICES AND PROVISION OF EQUIPMENT

- 10.1 Without prejudice to its rights under Condition 11, the Supplier may suspend all or part of the Services or provision of Equipment or any of them for so long as reasonably required at any time subject to Condition 10.3 if:-
- 10.1.1 the Customer has not paid all or any part of any invoice for the Services or Equipment in accordance with the terms of the invoice;
 - 10.1.2 the Customer has not paid all or any part of any invoice for services or equipment in accordance with any agreement it has with ACR Networks Limited in accordance with the terms of the invoice;
 - 10.1.3 the Customer is in material or persistent breach of this Agreement or any other agreement between the parties;
 - 10.1.4 technical limitations (including without limitation the non availability of parts and/or software) exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;
 - 10.1.5 if and to the extent that in the Supplier's opinion the Customer's conduct is likely to result in the breach of any law or is otherwise prejudicial to the Supplier's interests;

10.1.6 such action is required for modification or maintenance or in cases of emergency.

10.2 In the case of any proposed disconnection pursuant to Condition 10.1, the Supplier shall give the Customer due notice of any consequent service interruption or disconnection and, except in cases of fraud, persistent late payment or non-payment, any such service interruption shall be restricted, as far as technically feasible, to the Service concerned. In other cases, the Supplier shall give, as far as technically feasible, such notice as is reasonable in the circumstances.

10.3 The Customer shall remain liable for all Charges during any period of suspension or disconnection attributable to the actions or omissions of the Customer and for any subsequent reinstatement or re-connection.

11 TERMINATION

11.1 The Supplier may terminate this Agreement by giving the Customer not less than 90 days' written notice at or after the end of the expiring Initial Period. The Customer may terminate this Agreement by giving the Supplier not less than 90 days' written notice to expire at the end of the Initial Period, or any anniversary thereof.

11.2 The Supplier may terminate this Agreement as a whole or in part immediately by notice in writing to the Customer if:-

11.2.1 the Customer is in material breach of any of the terms of this Agreement which cannot be remedied, or in material breach which can be remedied but is not remedied within 14 days of the date of written notice from the Supplier specifying the breach and requiring it to be remedied, or commits persistent breaches of the Agreement;

11.2.2 the Customer fails to pay any sum due and owing to the Supplier or ACR Networks Limited in accordance with the relevant invoice;

11.2.3 technical limitations (including without limitation the non availability of parts and/or software) exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;

11.2.4 the Customer refuses to pay sums due under the Agreement in advance following a request by the Supplier in the event that the customer has previously failed to pay a sum due under the contract or has paid such sums late.

11.2.5 the Customer (being an individual) becomes bankrupt or is unable to pay his debts within the meaning of ss 267 and 268 Insolvency Act 1986 or (being a company) becomes insolvent or goes into liquidation either voluntary or compulsory (other than for the purposes of reconstruction or amalgamation) or is wound up, or an administrator, receiver or administrative receiver is appointed over all or any assets of such company or an encumbrancer takes possession of all or any such assets;

11.2.6 any licence, permission, agreement or authorisation granted to the Customer or to the Supplier necessary for the provision of the Services is suspended, revoked or terminated; or

- 11.2.7 The Supplier has reasonable grounds to suspect that the customer is involved in fraudulent or unlawful activity;
- 11.2.8 The Supplier in its opinion considers that the supply of the Services to the Customer is no longer commercially viable
- 11.3 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.
- 11.4 If the Customer terminates the Agreement in whole or in part under Condition 11.2.1 or 11.2.2, the Customer shall be liable to pay the Supplier:
- 11.4.1 any compensation for the loss of revenue due in respect of the period from the date of termination to the expiry of the Initial Period (if still current at the time of termination) together with any termination charges specified in the Customer Order Form or otherwise notified to the Customer.
- 11.5 On termination of this Agreement for whatever reason, each party shall promptly return to the other any property or information belonging to such other party.

12 VARYING THE TERMS AND CONDITIONS

- 12.1 The Supplier may at any time amend the terms of this Agreement:-
- 12.1.1 On giving not less than one month's notice to the Customer such notice to be sent to the Customer by email or letter; or
- 12.1.2 with immediate effect on giving to the Customer such notice as is reasonable in the circumstances if so required by Regulation or by PhonePayPlus or OFCOM or any other relevant authority.
- 12.2 The Customer will be bound by such amended terms if it continues to use the Services after the date of any such amendment, save that the Customer may by not less than one month's counter-notice expiring on or before the date of the change terminate this Agreement.

13 ORDERS

- 13.1 An Order shall not be accepted by the Supplier until the Customer has received an Order Confirmation from the Supplier.
- 13.2 Upon acceptance of the Order by the Supplier the Customer shall be bound by any additional Charges that may apply.

14 FORCE MAJEURE

- 14.1 Neither party shall be liable to the other party for any delay in performing or failure to perform any of its obligations under this contract (other than the obligation to pay the Charges) which occurs as a result of circumstances beyond a party's reasonable control (a Force Majeure Event) including (but not limited to) terrorist attacks, riots, fire, explosion, epidemic, accidental damage, adverse weather conditions, power failures, non-availability of any third party telecommunication equipment and performance of the internet.

14.2 If the Force Majeure Event continues for a continuous period of more than three months, then either party may terminate this contract by giving not less than 14 days' written notice to the other party.

15 CONFIDENTIALITY

15.1 Neither party shall disclose to any third party without the prior consent of the other party any confidential information which is received from the other party as a result of this contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing and receiving Services. These restrictions do not apply to any information which

15.1.1 was or becomes generally available to the public other than as a result of a breach of an obligation under this Condition 15; or

15.1.2 was acquired by a third party owing no obligation of confidence in respect of the information; or

15.1.3 was known to a party before the information was disclosed to it by the other party.

15.2 Notwithstanding Condition 15.1 the Supplier will be entitled to disclose the Customer's confidential information to a third party to the extent required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

16 INTELLECTUAL PROPERTY

16.1 Except as expressly set out in this Agreement, all Intellectual Property Rights in the Supplier's Equipment will remain with the Supplier or the Supplier's supplier or licensors.

16.2 Where Software is provided to enable the Customer to make use of the Services, the Supplier grants to the Customer a non-exclusive non-transferable licence to use the Software solely for the purpose of receiving the Services. Where any additional terms and conditions apply to its use of Software the Supplier will make these known to the Customer and the Customer will, if requested, sign any agreement reasonably required to protect the owner's rights in the Software.

16.3 The Customer will not copy, decompile or modify the Software without the Supplier's prior written consent (except as permitted by law) and will not distribute or disclose the Software to any third party.

16.4 The Customer acknowledges that the Supplier has no obligation to review or edit any of its information or third party information which the Customer stores on or transmits through the Equipment or uses in connection with the Services. However, the Supplier reserves the right to access, retain and disclose copies of such information for the purposes of:-

16.4.1 correcting, maintaining and improving the Services;

16.4.2 complying with any applicable laws, regulations, statutory instruments or the terms of the Supplier's licences and contracts;

- 16.4.3 observing the performance of the Services including for service level monitoring;
 - 16.4.4 retaining a record of activity on the Supplier's equipment or systems;
 - 16.4.5 complying with any request for information or disclosure from a court or other appropriately authorised body.
- 16.5 The Customer acknowledges that the Supplier provides no warranties or guarantees in relation to any Software and excludes all liability to the Customer in relation to any viruses or similar that may be contained in the Software. It is the Customers responsibility to check any Software prior to it being uploaded onto the Customer's systems.

17 DATA PROTECTION ACT

- 17.1 Information that the Customer provides to the Supplier about private individuals relevant to the Supplier's dealings with the Customer will be stored within the Supplier's computer system and manually for so long as may be necessary to provide the Services and until any Charges cannot be lawfully challenged, subject to any maximum and/or minimum periods prescribed by any Regulation.
- 17.2 For the purpose of the Data Protection Act 1998 ("the Act") the Supplier will only use such information for legitimate purposes, including:-
- 17.2.1 communicating with the individuals concerned as necessary in connection with the Customer's dealings with the Supplier;
 - 17.2.2 communicating with the Customer in connection with the Supplier services generally;
 - 17.2.3 providing it to licensed credit-reference agencies for credit checks to be undertaken;
 - 17.2.4 providing it to the police and other enforcement agencies for the investigation of fraudulent, criminal, terrorist or other illegal activities.
- 17.3 By giving The The Supplier that information the Customer consents to the Supplier holding, using and disclosing it for those purposes.
- 17.4 The Supplier is permitted under the Act to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer.
- 17.5 The Supplier confirms that it will comply with the Seventh Data Protection Principle under the Act (data security) in relation to all personal data supplied by the Customer.

18 NOTICES

- 18.1 The Supplier shall address all invoices and serve any notices on the Customer pursuant to this Agreement in writing (which shall include e-mail) or by post to the address set out in this Agreement or the Customer's registered office or any other address provided by the Customer for this purpose.

- 18.2 The Customer shall address all invoices and serve any notice pursuant to this Agreement in writing (which shall include e-mail) or by post on the Supplier at its address specified in this Agreement or any other address notified by the Supplier to the Customer from time to time for this purpose.
- 18.3 All posted documents shall be deemed served 48 hours after posting. Or e-mail to documents shall be deemed served immediately subject to confirmation of such e-mail being sent by post.
- 18.4 The Customer shall be deemed to have received notification of any information on the Supplier's applicable prices and tariffs and on the Supplier's standard terms and conditions from time to time in respect of access to and use of the Services which are sent to the Customer or published by the Supplier on its website or otherwise made generally available to its customers.

19 DISPUTE RESOLUTION

- 19.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this Clause 17:
- 19.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation. On service of the Dispute Notice the parties shall use reasonable endeavours to resolve any Dispute by discussion at a managerial level appropriate to the Dispute;
 - 19.1.2 if the parties are for any reason unable to resolve the Dispute within 30 days of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR Notice**) to the other party requesting a mediation. A copy of the ADR Notice should be sent to CEDR.
 - 19.1.3 the mediation will start not later than 14 days after the date of the ADR Notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.
- 19.2 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

20 GENERAL

- 20.1 No delay or failure by the Supplier to exercise any of its rights under these terms and conditions or concession granted shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- 20.2 The Customer acknowledges that it has not been induced to enter into this Agreement by any representations made before or on entering into this Agreement (whether made negligently or innocently or whether oral or written) that are not set out in this Agreement.

- 20.3 The Customer acknowledges that the only remedy it has against the Supplier for any misrepresentation or untrue statement shall be a claim for damages for breach of this Agreement. However, if the Supplier has made any fraudulent representations upon which the Customer has relied, the Customer may pursue the Supplier, and the Customer shall be entitled to all available remedies under English law.
- 20.4 This Agreement sets out the entire agreement between the parties in relation to its subject matter. No variation of this Agreement or waiver hereunder shall be effective unless agreed in writing by the Supplier.
- 20.5 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in questions shall not be affected as a result.
- 20.6 The Customer shall not assign transfer or sub-contract or try to assign any or all of its rights and responsibilities under the Agreement. The Supplier may sub-contract transfer its rights and obligations hereunder to any third party or transfer the same to a new service provider.
- 20.7 The Customer shall not resell or otherwise make the Services available to any other person without the prior written consent of the Supplier.
- 20.8 Where two or more persons constitute the Customer their liability is joint and several.
- 20.9 It is acknowledged and agreed that this Agreement shall supersede all prior representations arrangements understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the parties hereto.
- 20.10 Nothing within this Agreement is intended to create third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 20.11 This Agreement is governed by English Law and the English Courts shall have exclusive jurisdiction as regards any dispute.