

OUR STANDARD CONTRACTUAL TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these standard conditions.

1.2 Contract means these Conditions, the Proposal and the Order Form. Incorporated in accordance with condition 2.2 of the Conditions.

1.3 Client means the person, firm or company who purchases Services from Matthew Fairweather.

1.4 Deliverables mean the deliverables specified in the Proposal.

1.5 Deliverables Draft a design version of the Deliverables setting out the concept and general version of the Deliverables. Deposit means the amount of the Fee specified in the Order Form as amended further to condition 6. Document includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

1.6 Expenses means all third party costs as notified in advance in the Proposal, or otherwise reasonably incurred by Matthew Fairweather in the supply of the Services including, but not limited to, costs arising from the registration of domain names, the configuration of any hosting, travelling and any other ancillary expenses reasonably incurred by the individuals from whom the Matthew Fairweather engages in connection with the Services. Fee means the estimated charges set out in the Proposal which shall include but not be limited to charges for time, expenses, and materials in the provision of the Services.

1.7 In-put Material: All Documents, information and materials provided by the Client relating to the Services including (without limitation), data, reports and specifications.

1.8 Intellectual Property Rights: 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 use 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.

1.9 Matthew Fairweather: means Matthew Fairweather Limited, incorporated and registered in England and Wales with company number 06920485 whose registered office is at 14 Hanover Street, Hanover Square, London, W1S 1YH.

1.10 Matthew Fairweather's Equipment: any equipment, including tools, systems, cabling or facilities, provided by Matthew Fairweather or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

1.11 Order Form: means the document entitled Order Form which sets out the Client's offer to purchase the Services from Matthew Fairweather. The Order Form is in a prescribed form and is sent to the Client by Matthew Fairweather and will specify the job reference number set out in the Proposal.

1.12 Pre-existing Materials: All Documents, information and materials provided by Matthew Fairweather relating to the Services which existed prior to the commencement of the Contract including (without limitation) data, reports and specifications.

1.13 Proposal: means the Proposal documentation provided by Matthew Fairweather to the Client including but not limited to details of the Services, Deliverables and Fees.

1.14 Services: the services to be provided by Matthew Fairweather under the Contract as set out in the Proposal, together with any other services which Matthew Fairweather shall provide to the Client.

1.15 VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Matthew Fairweather will send a Proposal to the Client and in the case where the Client wishes to engage Matthew Fairweather the Client shall sign and return the Order Form to Matthew Fairweather within the time period set out in the Proposal. The Client acknowledges and agrees that the return of the Order Form shall constitute an offer to purchase Matthew Fairweather's Services.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes and e-mail (except for the provisions set out in condition 23).

1.7 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to conditions and schedules are to the conditions and schedules of the Contract.

2 APPLICATION OF CONDITIONS

2.1 These Conditions shall

2.1.1 prevail over any inconsistent terms or conditions contained, or referred to, in the Order Form, confirmation of order, acceptance of a Proposal, or specification or other Document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2.2 The return of the Order Form by the Client to Matthew Fairweather, or the Client's written acceptance of a Proposal, constitutes an offer by the Client to purchase the Services on these Conditions. Such an offer may be made by the Client to Matthew Fairweather if the Client sends an email to Matthew Fairweather stating the job reference number set out on the relevant Proposal and/or the Client includes written confirmation that they agree to be bound by the Contract. No offer placed by the Client shall be accepted by Matthew Fairweather other than

2.3 a written acknowledgment issued and executed by Matthew Fairweather;

2.2.2 (if earlier) by Matthew Fairweather starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Order Form or other Document shall not govern the Contract.

2.3 The Proposal is given by Matthew Fairweather on the basis that no Contract shall come into existence except in accordance with condition 2.2. The Proposal provides an estimate as to the anticipated Fee for the Services. The Client acknowledges that the Fee quoted in the Proposal is an estimate only and may increase as the project progresses. The Client agrees to pay any reasonable difference between the estimated Fee and the final Fee.

3 COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract shall be provided by Matthew Fairweather to the Client from the date of acceptance by Matthew Fairweather of the Client's offer in accordance with condition 2.2.

3.2 Notwithstanding condition 11, the Contract shall terminate immediately upon Matthew Fairweather providing confirmation to the Client in writing that all charges due under the Contract have been satisfied by the Client in full.

4 MATTHEW FAIRWEATHER'S OBLIGATIONS

4.1 Matthew Fairweather shall use its best endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance in all material respects with the Proposal.

4.2 Time shall not be of the essence for performance of the Services or delivery of the Deliverables.

5 CLIENT'S OBLIGATIONS

5.1 The Client shall:

5.1.1 co-operate with Matthew Fairweather in all matters relating to the Services;

5.1.2 provide to Matthew Fairweather, in a timely manner, such In-put Material and other information as Matthew Fairweather may reasonably require and ensure that it is accurate in all material respects;

5.1.3 pay the charges and Fees invoiced by Matthew Fairweather promptly and in accordance with conditions 7 and 8; and

5.1.4 communicate promptly with Matthew Fairweather.

5.2 If Matthew Fairweather's performance of its obligations under the Contract is prevented or delayed by any act

or omission of the Client, its agents, subcontractors, consultants or employees, Matthew Fairweather shall not be liable for any costs, charges or fees so sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.3 The Client shall be liable to pay to Matthew Fairweather, on demand, all reasonable costs, charges or losses sustained or incurred by Matthew Fairweather (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) whether directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Matthew Fairweather confirming such costs, charges and losses to the Client in writing.

6 CHANGE CONTROL

6.1 The Fee set out in the Proposal is based on the work set out therein. If the Client wishes to change the scope of the Services, it shall submit details of the requested change to Matthew Fairweather in writing.

6.2 If the Client requests a change to the Services, Matthew Fairweather shall, within a reasonable time, provide an estimate to the Client of any variations to the Fee set out in the Proposal. It will also advise on any other impact on the terms of the Contract arising from the change.

6.3 If the Client wishes Matthew Fairweather to proceed with the change, Matthew Fairweather has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Scope of Services and the Fee set out in the Proposal and any other relevant terms of the Contract to take account of the change.

7 CHARGES AND PAYMENT

7.1 In consideration of the provision of the Services by Matthew Fairweather, the Client shall pay the Fee to Matthew Fairweather.

7.2 The Fee shall where appropriate be calculated in accordance with Matthew Fairweather's standard hourly or daily fee rates as set out in the Proposal and as amended from time to time by Matthew Fairweather giving not less than 1 month's written notice to the Client.

7.3 In the case where Matthew Fairweather requires the Client to pay a Deposit to Matthew Fairweather such amount should be as stipulated in the Order Form.

7.4 Matthew Fairweather shall invoice the Client for the Fee using the method set out in the Proposal.

7.5 All charges quoted to the Client shall be exclusive of VAT, which Matthew Fairweather shall add to its invoices at the appropriate rate.

7.6 Matthew Fairweather shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and Matthew Fairweather shall use such time sheets to calculate the amounts payable under the Contract.

7.7 The Client shall pay each invoice submitted to it by Matthew Fairweather, in full and in cleared funds, within 7 days of receipt (unless otherwise agreed in writing by the parties) to a bank account nominated in writing by the Matthew Fairweather unless otherwise specified by Matthew Fairweather.

7.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Matthew Fairweather on the due date, Matthew Fairweather may cease to supply the Services.

7.9 Time for payment shall be of the essence of the Contract.

7.10 All sums payable to Matthew Fairweather under the Contract shall become due immediately on its termination, despite any other provision. This condition 7.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.11 Matthew Fairweather may, without prejudice to any other rights it may have, set off any liability of the Client to Matthew Fairweather against any liability of Matthew Fairweather to the Client.

7.12 In the event that the Contract is terminated under condition 14.1, Matthew Fairweather shall provide the Client with details of its amount due to Matthew Fairweather together with any Expenses, in the performance of the Contract up until such termination. Such amounts shall be calculated according to Matthew Fairweather's hourly or daily rate. In the event that the Client has made payments to Matthew Fairweather in excess of this amount prior to such termination, Matthew Fairweather shall return such excess to the Client. In the event that the amount due to Matthew Fairweather under this condition 7.12 has not been paid in full by the Client, Matthew Fairweather shall supply an invoice to the Client for such amount.

8 DELIVERABLES DRAFT

8.1 Following the commencement of the Contract, and upon receipt of the Deposit, Matthew Fairweather will supply to the Client the Deliverables Draft.

8.2 The Client shall confirm to Matthew Fairweather whether the Deliverables Draft is approved within 7 days of receiving the Deliverables Draft from Matthew Fairweather, such confirmation to be communicated to Matthew Fairweather in a form specified by Matthew Fairweather. In the event that the Deliverables Draft is not approved by the Client within 7 days of receipt, the Deliverables Draft shall be amended in accordance with the process set out in conditions 6.2 to 6.3.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 As between the Client and Matthew Fairweather, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by Matthew Fairweather. Subject to condition 9.3, Matthew Fairweather licenses all such rights to the Client free of charge and on a non-exclusive, non-transferable, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services for the term of the Contract. If Matthew Fairweather terminates the Contract under condition 14.1 or 14.2 this licence shall automatically terminate.

9.2 Matthew Fairweather shall assign all Intellectual Property Rights in the Deliverables upon full payment of all amounts due under the Contract.

9.3 The Client acknowledges that, where Matthew Fairweather does not own any Pre-existing Materials, the Client's use of Rights in Pre-existing Materials is conditional on Matthew Fairweather obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Matthew Fairweather to license such rights to the Client.

9.4 Matthew Fairweather acknowledges that the Client owns or has the right to use the Intellectual Property Rights in the In-put Material. The Client agrees to license all such rights to Matthew Fairweather free of charge and on a non-exclusive, non-transferable, worldwide basis to such extent as is reasonably necessary to enable Matthew Fairweather to provide the Services for the term of the Contract. If either party terminates the Contract under condition 14.1 or 14.2 this licence shall automatically terminate.

10 CONFIDENTIALITY AND MATTHEW FAIRWEATHER'S PRIVACY

10.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Matthew Fairweather, its employees, agents, consultants or subcontractors and any other confidential information concerning Matthew Fairweather's business or its products which the Client may obtain.

10.2 The Client may disclose such information for:

10.2.1 the Client's employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under the Contract; and

10.2.2 as may be required by law, court order or any governmental or regulatory authority.

10.3 The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 10.

10.4 The Client shall not use any such information for any purpose other than to perform its obligations under the Contract.

10.5 All materials, equipment and tools, drawings, specifications and data supplied by Matthew Fairweather to the Client (including Pre-existing Materials and Matthew Fairweather's Equipment) shall, at all times, be and remain as between Matthew Fairweather and the Client the exclusive property of Matthew Fairweather, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to Matthew Fairweather,

and shall not be disposed of or used other than in accordance with Matthew Fairweather's written instructions or authorisation.

11 PUBLICITY

11.1 Unless otherwise instructed by the Client in writing, Matthew Fairweather shall be entitled to publicly promote its involvement with the Client in its provision of the Services and Deliverables in its own publicity material and Matthew Fairweather shall be entitled to make media releases, public announcements and public disclosures accordingly.

11.2 Matthew Fairweather shall be entitled to use the Client's name and brand for such purposes and for the purposes of condition 11.1.

12 LIMITATION OF LIABILITY - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

12.1 This condition 12 sets out the entire financial liability of Matthew Fairweather (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

12.1.1 any breach of the Contract;

12.1.2 any use made by the Client of the Services, the Deliverables or any part of them; and

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

12.2 Unless as otherwise provided all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Conditions limits or excludes the liability of Matthew Fairweather:

12.3.1 for death or personal injury resulting from negligence; or

12.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Matthew Fairweather; or

12.3.3 for any liability incurred by the Client as a result of any breach by Matthew Fairweather of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

12.4 Subject to condition 12.2 and condition 12.3

12.4.1 Matthew Fairweather shall not be liable for:

12.4.1.1 loss of profits; or

12.4.1.2 loss of business; or

12.4.1.3 depletion of goodwill and/or similar losses; or

12.4.1.4 loss of anticipated savings; or

12.4.1.5 loss of goods; or

12.4.1.6 loss of contract; or

12.4.1.7 loss of use; or

12.4.1.8 loss of corruption of data or information; or

12.4.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.4.2 Matthew Fairweather's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

13 DATA PROTECTION

13.1 Each party warrants, represents and undertakes to the other party that it shall comply with its respective obligations under the Data Protection Act 1998.

13.2 To the extent that the Services involve processing under the Data Protection Act 1998 of personal data which the Client is the data controller, Matthew Fairweather shall:

13.2.1 be acting as a data processor only;

13.2.2 process such personal data only in accordance with the Client's written instructions and only as required to perform its obligations under the Contract;

13.2.3 take technical and organisational measures which are consistent with the best industry practice against unauthorised or unlawful processing of such personal data against accidental loss or destruction of, or damage to, such personal data; and

13.2.4 at all times take reasonable steps to ensure the reliability of those of its employees who have access to the personal data held on behalf of the Client and shall use its reasonable endeavours to ensure their compliance with the obligations set out in this condition 11.]

13.3 [In this condition 11 'personal data', 'data controller' and 'data processor' has the meaning given in the Data Protection Act 1998.]

14 TERMINATION

14.1 Either party may terminate the Contract without notice at any time without cause.

14.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other:

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

14.2.2 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

14.2.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that such conduct is incapable of being remedied and that it remains in default in respect of the terms of the Contract; or

14.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, such conduct is incapable of being remedied and that it remains in default in respect of the terms of the Contract; or

14.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescinding any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

14.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

14.2.8 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

14.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

14.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or used against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

14.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.2.4 to condition 14.2.10 (inclusive); or

14.2.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

14.2.13 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

14.3 The parties acknowledge and agree that any breach of conditions 14.2.1 to 14.2.13 shall constitute a material breach for the purposes of this condition 14.

14.4 On termination of the Contract for any reason:

14.4.1 the Client shall immediately pay to Matthew Fairweather all of Matthew Fairweather's outstanding unpaid invoices

and interest and, in respect of Services supplied but for which no invoice has been submitted, Matthew Fairweather may submit an invoice, which shall be payable immediately on receipt;

14.4.2 Matthew Fairweather shall submit an invoice to the Client for the total charges incurred in its performance of the contract by reference to Matthew Fairweather's hourly or daily rate set out in the Proposal. In the event that payment in excess of such an amount has been made to the Matthew Fairweather prior to termination, Matthew Fairweather shall return such excess to the Client.

14.4.3 The Client shall, within a reasonable time, return all Matthew Fairweather's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, then Matthew Fairweather may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping and;

14.4.4 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.

14.5 On termination of the Contract (whether arising), the following conditions shall survive and continue in full force and effect:

14.5.1 condition 5

14.5.2 condition 9;

14.5.3 condition 10;

14.5.4 condition 11;

14.5.5 condition 12;

14.5.6 condition 14; and

14.5.7 FORCE MAJEURE

15 Matthew Fairweather shall have no liability to the Client 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 Matthew Fairweather 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 Matthew Fairweather's or subcontractors.

16 VARIATION

16.1 Matthew Fairweather may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If Matthew Fairweather requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.

16.2 Subject to condition 16.1, no variation of the Contract or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17 WAIVER

17.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

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

18 SEVERANCE

18.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2 If a provision of the Contract (or part of any provision) is found to be invalid, illegal or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19 ENTIRE AGREEMENT

19.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

19.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.

19.3 Nothing in this condition shall limit or exclude any liability for fraud.

20 ASSIGNMENT

20.1 The Client shall not, without the prior written consent of Matthew Fairweather, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.

20.2 Matthew Fairweather may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

20.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

21 NO PARTNERSHIP OR AGENCY

21.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party acting as the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

22 RIGHTS OF THIRD PARTIES

22.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

23 NOTICES

23.1 Any notice required to be given under the Contract shall be in writing (for the purposes of this condition 23 email shall not constitute a form of writing) and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party using such details as appear on the Proposal.

23.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Proposal or, if sent by pre-paid first-class post or recorded delivery, at 9:00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

23.3 A notice required to be given under the Contract shall not be validly served if sent by e-mail.

24 GOVERNING LAW AND JURISDICTION

24.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

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These terms are available in a larger type if required.