

**MACH ONE DESIGN EQUIPMENT LIMITED**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

**1. Definitions and Interpretation**

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

**Ad Hoc Basis:** the Services are provided by Mach One as and when the Customer requests them.

**Agreement:** the Customer's acceptance of a Quotation for Services by Mach One under Condition 2.2.

**Customer:** the person, firm or company who purchases Services from Mach One.

**Customer's Manager:** the Customer's manager for Services, appointed in accordance with Condition 7.1.

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

**Document:** includes, 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.

**Equipment:** the equipment (including any integral software) being supported and maintained by supply of the Services by Mach One as set out in the Quotation.

**Fixed Cost Service:** the fixed cost for the Services as specified in the Quotation.

**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 to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, 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.

**Loan Equipment:** any equipment loaned to the Customer, including computer hardware or software, provided by Mach One or its sub-contractors 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 Customer.

**Location:** the premises at which the Equipment is installed as specified in the Quotation, such location not to be altered without the prior written consent of Mach One.

**Mach One:** Mach One Design Equipment Limited (registered number 03179786) of registered office The Old Court House, 38 High Street, Steyning, West Sussex, England, BN44 3YE.

**Mach One's Account Manager:** Mach One's manager for the Services appointed under Condition 6.3.

**Normal Business Hours:** the hours between 9am and 5:30pm, Monday to Friday, excluding public holidays.

**Points Based Service:** the Services based on the points system as specified in the Quotation.

**Quotation:** a quotation provided to the Customer by Mach One for the Services to which these Conditions apply.

**Term:** unless otherwise agreed, a period of 12 months from the start of the Agreement.

**Services:** the support and maintenance services to be provided by Mach One under the Agreement as set out in the Quotation.

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

- 1.2 Condition and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 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.
- 1.5 A reference to 'writing' or 'written' includes e-mail.
- 1.6 Where the words 'include(s)', 'including' or 'in particular' are used in these terms and Conditions, they are deemed to have the words 'without limitation' following them and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them.
- 1.7 Any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8 References to conditions are to the conditions of the Agreement.

## **2. Agreement**

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with this Agreement.
- 2.2 The Order shall only be deemed to be accepted when Mach One issues written acceptance of the Order at which point and on which date the Agreement shall come into existence.
- 2.3 Any samples, descriptive matter or advertising issued by Mach One are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.4 These conditions apply to this Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Mach One shall not constitute an offer, and is only valid for a period of 14 business days from its date of issue.

## **3. Application of Conditions**

3.1 These Conditions shall:

3.1.1 apply to and be incorporated into the Agreement; and

3.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a Quotation or specification, or implied by law, trade custom, practice or course of dealing.

3.2 The Customer's purchase order, or the Customer's acceptance of a Quotation for Services by Mach One, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by Mach One other than:

3.2.1 by a written acknowledgement issued and executed by Mach One; or

3.2.2 (if earlier) by Mach One starting to provide the Services, when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Agreement. The Agreement has the overall precedent as per clause 3.1.2 above.

**4. Commencement and duration**

4.1 The Services supplied under the Agreement shall be provided by Mach One to the Customer from the date of acceptance by Mach One of the Customer's offer in accordance with Condition 2.2.

4.2 The Services supplied under the Agreement shall continue to be supplied for a period of 12 months unless the Agreement is terminated in accordance with Condition 14.

**5. Supply of Services**

5.1 Mach One shall supply the Services to the Customer in accordance with this Agreement in all material respects.

5.2 Mach One shall use all reasonable endeavours to meet any performance dates specified but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

5.3 Mach One reserves the right to amend the work specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Mach One shall notify the Customer in any such event.

5.4 Mach One warrants to the Customer that the Services will be provided using reasonable care and skill. The Customer's rights under this Agreement are in addition to the terms implied by the Sale of Goods Act 1982.

**6. Mach One's obligations**

6.1 Mach One shall use reasonable endeavours to provide the Services to the Customer in accordance in all material respects with the Quotation during Normal Business Hours.

6.2 Mach One shall use reasonable endeavours to answer the calls within 24 hours and subsequently meet the call out response times as specified in the Quotation, but any such dates and times shall be estimates only and time shall not be of the essence of the Agreement.

- 6.3 Mach One shall appoint Mach One's Account Manager who shall have authority contractually to bind Mach One on all matters relating to the Services.
- 6.4 Mach One shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it under Condition 7.1.5 provided that it shall not be liable under the Agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement.
- 6.5 Mach One shall supply Loan Equipment to the Customer whilst the Services are provided if in Mach One's reasonable opinion such Loan Equipment shall be necessary.
- 6.6 Mach One shall not be obliged to provide the Services or Loan Equipment if the Services required are:
- 6.6.1 due to damage caused by accident, neglect, misuse or alterations to the Equipment by any person other than Mach One;
  - 6.6.2 due to unfavourable environmental conditions or electrical current fluctuation or work performed on the Equipment by a person other than Mach One or authorised by Mach One;
  - 6.6.3 due to a change in Location or position at the Location;
  - 6.6.4 due to the Customer's failure to comply with any technical and environmental installation conditions specified by Mach One;
  - 6.6.5 outside Normal Business Hours;
  - 6.6.6 for equipment other than the Equipment, Loan Equipment or any replacements made by Mach One;
  - 6.6.7 for Equipment which in the reasonable opinion of Mach One it is not economical to fix.
- 6.7 Any Services specified in Condition 6.6 (excluding Condition 6.6.7) provided by Mach One shall be in addition to the Services ("**Additional Services**") and shall be invoiced separately.

## 7. Customer's obligations

- 7.1 The Customer shall:
- 7.1.1 co-operate with Mach One in all matters relating to the Services and appoint the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
  - 7.1.2 provide, for Mach One, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as requested by Mach One;
  - 7.1.3 provide, in a timely manner access to the Equipment and other information as Mach One may request;
  - 7.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;

- 7.1.5 inform Mach One of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
  - 7.1.6 keep and maintain the Loan Equipment in accordance with Mach One's instructions as notified from time to time and shall not dispose of or use the Loan Equipment other than in accordance with Mach One's written instructions or authorisation;
- 7.2 If Mach One's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, Mach One shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 7.3 The Customer shall be liable to pay to Mach One, on demand, all reasonable costs, charges or losses sustained or incurred by Mach One (including 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) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to Mach One confirming such costs, charges and losses to the Customer in writing.
- 7.4 The Customer shall not, without the prior written consent of Mach One, at any time from the date of the Agreement to the expiry of three (3) months after the last date of supply of the Services, solicit or entice away from Mach One or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Mach One in the provision of the Services.
- 7.5 Any consent given by Mach One in accordance with Condition 7.4 shall be subject to the Customer paying to Mach One a sum equivalent to 20% of the then current annual remuneration of Mach One's employee or sub-contractor.

## **8. Change control**

- 8.1 Mach One 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.
- 8.2 In addition to Condition 8.1, Mach One may from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 1 months' notice of any change.

## **9. Charges and payment**

- 9.1 Condition 9.2 shall apply if Mach One provides the Services on a Points Based Service. Condition 9.3 shall apply if Mach One provides the Services on a Fixed Cost Service. Condition 9.4 shall apply if Mach One provides the Services on an Ad Hoc Basis. The remainder of this Condition 9 shall apply in all cases.

- 9.2 Where the Services are provided on a Points Based Service:

- 9.2.1 the charges payable for the Services shall be calculated in accordance with Mach One's Points Based Service as set out in the Quotation, as amended from time to time;
- 9.2.2 Mach One shall ensure that a record is kept for every call which is made in relation to the Services; and
- 9.2.3 Mach One shall invoice the Customer for its charges for points (together with VAT where appropriate) on the Customer's acceptance of the Quotation.

- 9.3 Where the Services are provided on a Fixed Cost Service, the total price for the Services shall be the amount set out in Quotation. The total price shall be paid to Mach One (without deduction or set-off) in instalments as set out in Quotation. Mach One shall include in the invoice to the Customer any costs of materials and VAT, where appropriate, calculated as provided in Condition 9.5.
- 9.4 Where the Services are provided on an Ad Hoc Basis, the total price for the Services shall be the amount set out on the invoice. The total price shall be payable within seven (7) days of receipt and Mach One shall be entitled to issue an invoice for the Services immediately on completion of those Services.
- 9.5 Any Fixed Cost Service, Points Based Service or Ad Hoc Basis contained in the Quotation excludes:
- 9.5.1 the cost of any parts or materials required for the supply of the Services. Such parts or materials shall be invoiced by Mach One; and
  - 9.5.2 VAT, which Mach One shall add to its invoices at the appropriate rate.
- 9.6 The Customer shall pay each invoice submitted to it by Mach One, in full and in cleared funds, within seven (7) days of receipt.
- 9.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Mach One on the due date, Mach One may:
- 9.7.1 charge interest on such sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
  - 9.7.2 suspend all Services until payment has been made in full; and
  - 9.7.3 require the Customer to give a standing order or a bank mandate for future Services payments as a condition of continuing to provide the Services.
- 9.8 Time for payment shall be of the essence of the Agreement.
- 9.9 All sums payable to Mach One under the Agreement shall become due immediately on its termination, despite any other provision. This Condition 9.9 is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
- 9.10 Mach One may, without prejudice to any other rights it may have, set off any liability of the Customer to Mach One against any liability of Mach One to the Customer.

## **10. Intellectual property rights**

- 10.1 As between the Customer and Mach One, all Intellectual Property Rights and all other rights in the Services and Loan Equipment shall be owned by Mach One. Subject to Condition 10.2, Mach One licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. If Mach One terminates the Agreement under Condition 14.2, this licence will automatically terminate.
- 10.2 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.1 above.
- 10.3 The Customer acknowledges that, where Mach One does not own the Loan Equipment, the Customer's use of rights in the Loan Equipment is conditional on Mach One obtaining a written licence (or sub-

licence) from the relevant licensor or licensors on such terms as will entitle Mach One to license such rights to the Customer.

## 11. Confidentiality and Mach One's property

- 11.1 The Customer 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 Customer by Mach One, its employees, agents or sub-contractors and any other confidential information concerning Mach One's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to Mach One, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 11.2 All materials, Loan Equipment, specifications and data supplied by Mach One to the Customer shall, at all times, be and remain as between Mach One and the Customer the exclusive property of Mach One, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Mach One, and shall not be disposed of or used other than in accordance with Mach One's written instructions or authorisation.
- 11.3 This Condition 11 shall survive termination of the Agreement, however arising.

## 12. Data protection and data processing

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 12.1, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.
- 12.4 Without prejudice to the generality of clause 12.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 12.4.1 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 12.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

- 12.4.3 notify the Customer without undue delay on becoming aware of a Personal Data breach; and
- 12.4.4 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.

### **13. Limitation of liability**

13.1 This Condition 13 sets out the entire financial liability of Mach One (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- 13.1.1 any breach of the Agreement;
- 13.1.2 the provision of the Services, the Loan Equipment or any part of them; and
- 13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

13.3 Nothing in these Conditions limits or excludes the liability of Mach One:

- 13.3.1 for death or personal injury resulting from negligence; or
- 13.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Mach One; or
- 13.3.3 for any liability incurred by the Customer as a result of any breach by Mach One 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.

13.4 Subject to Condition 13.2 and Condition 13.3:

- 13.4.1 Mach One shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise 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 or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 13.4.2 Mach One'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 Agreement shall be limited to the price paid for the Services.

### **14. Termination**

14.1 Subject to Condition 14.3 the Agreement shall terminate automatically on completion of the Term.



14.2 Without prejudice to any other rights or remedies which the parties may have, Mach One may terminate the Agreement without liability to the Customer immediately on giving notice to the Customer if:

- 14.2.1 the Customer commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or
- 14.2.2 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer; or
- 14.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 14.2.4 a receiver is appointed of any of the Customer's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
- 14.2.5 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 14.2.6 the Customer ceases, or threatens to cease, to trade; or
- 14.2.7 there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001); or
- 14.2.8 the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 On termination of the Agreement for any reason:

- 14.3.1 the Customer shall immediately pay to Mach One all of Mach One's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Mach One may submit an invoice, which shall be payable immediately on receipt;
- 14.3.2 the Customer shall return all of the Loan Equipment. If the Customer fails to do so, then Mach One may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- 14.3.3 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## 15. Force Majeure

15.1 Mach One shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement or from carrying on its business by acts, events,

omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Mach One 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 sub-contractors.

## **16. Variation**

16.1 Subject to Condition 6, no variation of the Agreement or these Conditions 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 the Agreement 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.

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

## **18. Severance**

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

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

18.3 The parties agree, in the circumstances referred to in Condition 18.1 and if Condition 18.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Agreement shall be suspended while an attempt at such substitution is made.

## **19. Status of pre-contractual statements**

19.1 Each of the parties acknowledges and agrees that, in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Conditions or not) relating to the subject matter of the Agreement other than as expressly set out in the Agreement.

## **20. Assignment**

20.1 The Customer shall not, without the prior written consent of Mach One, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

20.2 Mach One may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

## **21. No partnership or agency**

21.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **22. Rights of third parties**

22.1 The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

## **23. Notices**

23.1 Notice given under the Agreement shall be in writing, sent for the attention of the person, and to the address or email address, given in the Agreement (or such other address, email address or person as the relevant party may notify to the other party) and shall be delivered personally, sent by email or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of an email, at the time of sending, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this Condition 23 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was sent by email, to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## **24. Governing law and jurisdiction**

24.1 The Agreement 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 non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.