Terms and Conditions for the Provision of Training Services

These terms and conditions apply to the provision or contemplated provision of the Training Services (as defined below). When you order the Training Services, you agree to be bound by them. Your attention is drawn in particular to the provisions of clauses 3, 5, 8, 9, 10, 11 and 13.

We are: **EA Technology Limited**

Our address is: **Capenhurst Technology Park, Capenhurst, CH1 6ES, UK**

We are a Limited Company, registered in England and Wales and our Company Number is 2566313. If you need to contact us, you can email powerskillscentre@eatechnology.com or telephone +44 (0) 151 339 4181.

You are: **a visitor to Our Website and/or a person ordering the Training Services**

The terms and conditions

1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following terms (whether used in singular or plural form) have the following meanings:

"Cancellation Period"	has the meaning given in clause 9.2;
"Conditions"	means these terms and conditions (including as may be amended from time to time in accordance with clause 16.1);
"Consumer"	means any natural person resident in the United Kingdom who, for the purposes of the Contract, is acting for purposes which are outside of their business;
"Content"	means any content or material in any form published on Our Website by us or any third party with our consent;
"Contract"	means the contract, in accordance with and subject to these Conditions, for the provision to you by us of the relevant Training Services;
"Course Brochure"	means the brochure produced by us (including as may be posted on Our Website) outlining the specific provision of the course or programme applicable to the relevant Training Services;
"Intellectual Property Rights"	means intellectual property rights of any nature, including patents, rights in inventions, processes and formulae, ideas, inventions, discoveries, concepts, improvements to existing technology, processes, know-how, design rights, trademarks and service marks, goodwill, domain names, copyright (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data and software), rights in software, rights in and to databases, rights in confidential information and any right in or licence to use or other entitlement in connection with any domain name (in

	each case, whether registered or unregistered and including all applications, renewals or extensions of such rights and rights to apply) and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
"Our Website"	means our website at www.eatechnology.com, including any Content and the entire computing hardware and software system that is or supports such websites and Content;
"Order"	means an order placed by you for the Training Services in accordance with these Conditions;
"Personal Data"	has the meaning set out in the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018;
"Privacy Policy"	means our Privacy Policy from time to time in force as set out at www.eatechnology.com/media/oaakhont/website-privacy-and-cookies-policy.pdf;
"Relevant Items"	means the Course Brochure, the Training Materials and Our Website;
"Training Materials"	means all materials, products, goods or articles of any kind (including any applicable software) which are provided or made available (or to be provided or made available) by us or on our behalf in connection with the provision of the Training Services, including presentation slides, handouts, teaching notes and any other materials, whether provided in hard copy or by electronic means; and
"Training Services"	means the training courses and programmes we offer on Our Website (including, where applicable, the Training Materials, if and to the extent specified for each such course or programme).

1.2. In these Conditions (unless the context otherwise requires):

1.2.1. the words "including" and "other" and words of similar effect are illustrative and do not limit the sense of the words preceding or following them;

1.2.2. references to a person include natural persons, firms, companies, associations, corporate or unincorporated bodies (whether or not having separate legal personality);

1.2.3. references to a numbered clause are to a clause of these Conditions so numbered;

1.2.4. references to a party mean us or you (and references to the parties are to be construed accordingly); and

1.2.5. any reference to any legislative provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment).

1.3. Where you are not a Consumer, any obligation in these Conditions on you:

1.3.1. to do something, includes an obligation on you to ensure that, if and to the extent applicable, your employees, agents and contractors do that thing; and

1.3.2. not to do something, includes an obligation on you to procure that, if and to the extent applicable, your employees, agents and contractors do not do that thing.

1.4. The headings in these Conditions are for ease of reference only and do not affect the construction or interpretation of the Contract.

2. Our contract with you

2.1. These Conditions apply:

2.1.1. so far as the context allows, to you as a visitor to Our Website; and

2.1.2. in any event, if you place an Order.

2.2. These Conditions apply to the Contract to the exclusion of any other terms and conditions that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3. An Order constitutes an offer by you to be provided with the Training Services from us in accordance with these Conditions.

2.4. An Order will not be binding on us unless and until we accept your Order by email confirmation. Our message will also confirm details of the Training Services you have ordered. Joining instructions and any further information, if appropriate, will be sent to the same email address approximately two weeks before the date of the course or programme (or shortly after your Order is accepted, if the course or programme is due to start within two weeks).

3. Your information

3.1. The information about you in the Order, together with other information obtained about you and (where applicable), your employees, agents and contractors, in connection with the Contract, may be used and disclosed by us for various purposes relating to the administration and performance of the Contract (including in accordance with the relevant provisions of this clause 3) and (where the information comprises Personal Data) the Privacy Policy, including after termination of the Contract for any reason.

3.2. You represent and warrant to us that:

3.2.1. all the information which you have provided to us (in any form) in connection with the Contract (including Personal Data relating to you and, where applicable, your employees, agents and contractors) is complete and accurate; and

3.2.2. where applicable, you have obtained the consent of your employees, agents and contractors:

3.2.2.1. to pass their Personal Data to us; and

3.2.2.2. for us to use and disclose their Personal Data for any of the purposes as set out in the Privacy Policy and for such other purposes referred to in the Contract.

3.3. Without affecting any other provision of the Contract, you must inform us promptly (giving as much advance notice as is reasonably practicable, where appropriate) of any actual or proposed change in your name or contact details (or, where applicable, of any of your

employees, agents and contractors).

3.4. You and (where applicable), your employees, agents and contractors have various rights relating to the Personal Data which is processed by us. Details of such rights and how to exercise them are set out in the Privacy Policy.

4. Your account with us

4.1. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

4.2. You are responsible for all activities that occur under your account. You must tell us immediately if you believe your account has been accessed by a third party without your authority. If possible to do so, you must also log in to your account and change your password.

4.3. With regard to online Training Services, you must ensure that only such number of users as are specified in the Order confirmation issued by us have access to the resources applicable to such Training Services. If more users access such resources then you will be liable to pay to us on demand an amount equal to the charges otherwise applicable for such users to access the Training Services.

5. The Training Services

5.1. Subject to clauses 5.3, 5.4, and 10, the Training Services will be provided as detailed in the relevant Course Brochure.

5.2. We warrant that we will provide the Training Services with reasonable care and skill.

5.3. You acknowledge and agree that we will be entitled, at any time, to:

5.3.1. make changes to the speakers and/or content of the course or programme applicable to the Training Services; and/or

5.3.2. update, change or replace any Training Materials,

in each case, as may be reasonably required from time to time, including to comply with changes in applicable laws or due to other circumstances outside of our control. Depending on the circumstances, we will endeavour to give reasonable advance notice of any such updates, changes or replacements whenever practicable but we reserve the right to make such changes without prior notice.

5.4. The course content for the Training Services relate only to the position under the laws of England and Wales and/or Scotland (as applicable). The Training Services will accordingly be provided only from the perspective of the laws of such territories, even if you work or operate a business in any other territories. We will have no obligation or responsibility to provide Training Services in respect of any matter which is or may be subject to the laws of a jurisdiction in any other territories.

5.5. You are solely responsible for ordering Training Services which are relevant for your intended purposes, including with regard to any territories in respect of which you intended to carry out any relevant activities. You must ensure that your Order and receipt of the Training Services does not contravene any law or contract to which you are subject.

5.6. Unless otherwise expressly stated, you are responsible for making your own arrangements (at your own cost) for travel to and from the stated venue where the Training Services are to be provided and for any necessary accommodation. We may, from time

to time, provide details of accommodation providers within the vicinity of the venue, including any special rates that may be available for our customers. However, this does not constitute a recommendation or endorsement of any such accommodation providers and we will not be responsible for any matters associated with such bookings.

6. Price, payment and service provision

6.1. The price quoted in our Course Brochure includes tuition, the relevant Training Materials as outlined in the Course Brochure and any food and drink as outlined in the Course Brochure.

6.2. All prices quoted exclude any applicable value added tax (VAT) and any other applicable taxes and duties or similar charges, which will be payable by you in addition at the relevant rate from time to time in force.

6.3. Any optional costs (including additional excursions) will be identified in the Course Brochure and will be payable by you in addition, where applicable.

6.4. You agree to make full payment for the relevant Training Services within 30 days of the date of the Order confirmation issued by us. If the Training Services are due to commence within 30 days of date of the Order confirmation issued by us, then payment in full must be made within 24 hours of the Order confirmation issued by us.

6.5. If you pay for any Training Services on Our Website, any receipt issued for such payment does not constitute an acceptance of your Order.

7. Your general obligations

7.1. You:

7.1.1. must provide us with such information as we may reasonably require in order to provide the Training Services, and ensure that such information is accurate in all material respects;

7.1.2. must (where applicable) use the Training Materials only in accordance with any instructions that we may provide;

7.1.3. must not (and must not allow any other person to) use any software tool for the purpose of extracting data from Our Website;

7.1.4. must not (and must not allow any other person to) violate or attempt to violate any aspect of the security of Our Website;

7.1.5. must keep the Training Materials safe and secure in order to protect their confidentiality in accordance with the provisions of clause 14;

7.1.6. are solely responsible for the provision of suitable firewalls and other appropriate security measures relating to your access to and use of Our Website and/or any Training Materials (including in connection with you downloading any Training Materials or accessing any link);

7.1.7. must not (and must not allow any other person to) send or upload to Our Website, or use on Our Website (or otherwise in connection with any use of the Training Materials or Training Services), any data or material:

7.1.7.1. which is abusive, indecent, obscene, defamatory, racist, offensive or menacing;

7.1.7.2. which introduces viruses, trojans, worms, logic bombs or other material which is malicious or harmful to Our Website or the hosting or computer systems of any other person;

7.1.7.3. which contravenes any applicable laws; and

7.1.8. must not use the Training Materials or the Training Services, or access Our Website, in connection with the carrying out of any fraud or other illegal activity.

8. Cancellations by Us

8.1. We reserve the right, in our absolute discretion, to cancel any scheduled Training Services (in whole or in part) for any reason, including where we consider that there is an insufficient number of delegates or (without affecting clause 16.11) due to other circumstances beyond our control. Depending on the circumstances, we will endeavour to give reasonable advance notice of any such cancellation whenever practicable but we reserve the right to cancel the Training Services without prior notice or where delivery of the Training Services has already commenced. We will notify you of such cancellation by email.

8.2. If any of the Training Services are cancelled by us (other than pursuant to clause 15.2), then you will be entitled to one of the following (at your option):

8.2.1. a refund of the amounts you have paid for such Training Services (to be applied pro-rata if the cancellation relates to part only of the Training Services and/or after the delivery of the Training Services has commenced, as determined by us); or

8.2.2. a rescheduled booking date for the same Training Services (if the dates are already arranged and published); or

8.2.3. subject to clause 8.3, a credit note in the amount you have paid for such Training Services to use (in full or part payment, as applicable) for other Training Services or the same Training Services at a future date.

8.3. Any credit note issued in accordance with clause 8.2.3 must be fully used by placing an Order or Orders within 12 months of its date of issue. If there is any unused balance remaining after the expiry of such 12 month period then an amount equal to such balance will be refunded to you.

8.4. You must notify us of your option under clause 8.2 within 14 days of being notified of the cancellation of the relevant Training Services. If you do not do so then we will be entitled to select an option on your behalf, which will be binding on you.

8.5. Where the selected option under clause 8.2 is for a refund, we will process that refund within a reasonable period (but in any event no later than 30 days) from the date that you notified us of that option or that we selected that option under clause 8.4 (as applicable).

8.6. Without affecting clauses 11 or 16.11, you acknowledge and agree that, provided that we comply with our obligations regarding your entitlement under clause 8.2, we will have no liability to you if we cancel any or all of the Training Services (including in respect of any travel, accommodation or other expenses you may have incurred).

9. Cancellations by You

9.1. If you are not a Consumer, you have no right to cancel your Order.

9.2. If you are a Consumer, you may (subject to clause 9.3) cancel your Order at any time before the expiry of 14 days from the date of our Order confirmation email, excluding the

day you ordered (the "Cancellation Period"). In order to effect such cancelation you must inform us either using the model cancellation form we provided or by making any other clear statement of your decision to cancel (confirming details of the specific Order to which the request relates, if you have more than one current Order at the relevant time).

9.3. You will not have a right to cancel under clause 9.2 in respect of:

9.3.1. any Training Services which are completed at your request before the expiry of the Cancellation Period; or

9.3.2. any online Training Services if you have activated the access code provided to you for such Training Services before the expiry of the Cancellation Period.

9.4. To be clear, if you place an Order and the delivery of the Training Services you have ordered starts within the Cancellation Period, your Order constitutes your express request to start the Training Services prior to the expiry of the Cancellation Period.

9.5. For the purposes of clause 9.3, you acknowledge and agree that you will not have a right to cancel your Order for any Training Services where such Training Services are completed at your request (in accordance with clause 9.4) prior to the expiry of the Cancellation Period. This includes where you have activated the access code provided to you for such Training Services, as this constitutes complete delivery of the Training Services.

9.6. If you cancel your Order in accordance with clause 9.2 and delivery of the relevant Training Services has not started, we will refund any amounts you have paid for the relevant Training Services within 14 days after the date of your request to cancel.

9.7. If you cancel your Order in accordance with clause 9.2 and delivery of the relevant Training Services has started (but such Training Services are not completed), you must pay us our charges for the Training Services which were provided prior to such cancellation. Such charges will be calculated on a proportionate basis, having regard to the overall charges otherwise payable for such Training Services under the Contract.

10. Disclaimers

10.1. We or our suppliers of Training Services and/or Relevant Items may make improvements or changes to the Relevant Items and/or to any of the Training Services, at any time and without advance notice.

10.2. Whilst we endeavour to ensure that the content of the Relevant Items is accurate, you acknowledge and agree that we cannot guarantee such accuracy and that the Relevant Items may include technical inaccuracies or typographical errors and we will have no liability for any such inaccuracies or errors.

10.3. The Contract sets forth the full extent of our obligations to you. We do not give any warranties beyond those contained in clause 5.2. In particular, but without affecting the foregoing, there are no conditions, warranties or other terms (express or implied) applicable to the provision of the Training Services, including as to:

10.3.1. the adequacy, suitability or appropriateness of the Training Services for your purposes;

10.3.2. fitness of the Training Materials for any particular purpose other than that for which they are provided in respect of the Training Services; and

10.3.3. compatibility of Our Website or online Training Services with your equipment, software or telecommunications connections,

other than as may be expressly set out in the Contract. Any condition, warranty or other term concerning the Training Services which might otherwise be implied into or incorporated within the Contract (whether by statute, common law or otherwise) is expressly excluded.

11. Liability

11.1. We will not be liable for any loss or damage in any way whatsoever caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, devices, data or other material relating to your use of Our Website and/or any Training Materials (including in connection with you downloading any Training Materials or accessing any link), except if and to the extent directly caused by our wilful negligence or any breach of the Contract by us.

11.2. Where the Contract is terminated in accordance with clause 15.2, we will (without affecting any other provision of the Contract) have no liability whatsoever to you in respect of the cancellation of the Training Services resulting from such termination.

11.3. Subject to clause 11.6, we will not be liable to you under or in connection with the Contract or otherwise arising out of or in connection with your use of Our Website or the provision of the Training Services, whether in contract, tort (including negligence), misrepresentation or otherwise, for any:

11.3.1. special, indirect or consequential loss or damage of any nature;

11.3.2. loss of profit;

11.3.3. loss of business, income or revenue;

11.3.4. loss of anticipated savings;

11.3.5. loss of business or missed opportunities;

11.3.6. loss of contracts;

11.3.7. loss or corruption of software, data or information (other than Personal Data);

11.3.8. loss of (or depletion of or damage to) reputation or goodwill;

11.3.9. loss arising from third party claims;

11.3.10. loss arising from the fraudulent activity of a third party;

11.3.11. wasted management or office time; or

11.3.12. increased costs or expenses,

in each case, however caused (and even if foreseeable).

11.4. Notwithstanding any other provision of the Contract, we will not be liable for any failure to perform (or for any delay in performing) any of our obligations under the Contract if and to the extent that such failure or delay is caused by or contributed to by any act or omission of yours. To be clear (but without affecting any other provision of the Contract), we will not have any liability for any matters which are your responsibility under the Contract.

11.5. Subject to clauses 11.3 and 11.6, our maximum aggregate liability arising under or in connection with the Contract (including any liability for breach of the Contract and any liability for the acts or omissions of our employees, agents or subcontractors), whether

arising in contract, tort (including negligence), misrepresentation or otherwise, is limited to:

11.5.1. £2,000,000 (two million pounds) for loss of or damage to physical property; and

11.5.2. in all other cases, £20,000 (twenty thousand pounds).

11.6. Nothing in these Conditions shall exclude or limit either party's liability for:

11.6.1. death or personal injury caused by negligence

11.6.2. fraud (including deception, dishonesty and fraudulent misrepresentation);

11.6.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

11.6.4. any liability if and to the extent that it cannot be excluded or limited by applicable law.

12. Intellectual Property Rights

12.1. All Intellectual Property Rights in the Relevant Items will, at all times, remain with us (or, where applicable, any third party owner of such Intellectual Property Rights) and will not be transferred to you in any way. The only right which you will have in respect of all such Intellectual Property Rights is the right to use the Training Materials and any applicable Content in order to receive the benefit of the Training Services in accordance with the provisions of the Contract.

12.2. You must notify us immediately on becoming aware of any claim by any third party that any of the Relevant Items infringe any Intellectual Property Rights of any third party.

12.3. You must not:

12.3.1. copy, adapt, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Relevant Items, in whole or in part;

12.3.2. translate, adapt, modify, add to, decompile, disassemble, reverse-engineer, correct (or attempt to correct) errors in, or create derivative works from, all or any part of the Relevant Items;

12.3.3. tamper with, obscure, remove or deface any trade marks, trade names, logos or service marks which appear in any Relevant Items**)**; or

12.3.4. cause or permit anything to happen which may harm, damage or endanger the Intellectual Property Rights of ours or any supplier of ours (whether in connection with the Training Services or otherwise).

12.4. You must not use, or allow any other person to use, our name or logos or trade marks or any Relevant Items on any website or publication without our prior written consent (and then only in accordance with our instructions from time to time and any applicable provisions of the Contract).

12.5. In return for your payment of the charges for the Training Services (and subject to the other provisions of these Conditions), you may download, access, view and/or use any applicable Content and Training Materials for your own use strictly to the extent necessary to obtain the benefit of the Training Services and for no other purpose.

12.6. You must not permit any third party (other than, where you are a business, your employees to whom we provide the Training Services) to download, access, view, use and/or copy any Relevant Items and you must not carry out any such activities on behalf of any third party. You must not share any Relevant Items with any third party (other than, where you are a business, your employees to whom we provide the Training Services) unless expressly agreed by us in writing.

13. Indemnity

13.1. You agree to indemnify us and hold us harmless against all losses, claims, damages, liabilities, fines, costs and expenses (including reasonable legal fees) arising out of or in connection with:

13.1.1. any claim or demand made by any third party due to or arising in any way out of your use of the Training Materials or Our Website in breach of these Conditions;

13.1.2. any breach by you of clause 3.2; and/or

13.1.3. the infringement by you (or by any other person using your computer, electronic device or account) of any person's rights (including Intellectual Property Rights).

14. Confidentiality

14.1. You must not, at any time (including after termination of the Contract), disclose to any person any confidential information comprised in any applicable Relevant Items or otherwise concerning our business or affairs (including our pricing, customers, and any relevant Intellectual Property Rights), except as permitted by clause 14.2. You must not use such confidential information for any purposes other than for exercising your rights or performing your obligations under the Contract.

14.2. You may disclose such confidential information:

14.2.1. to your representatives or advisers who need to know such information for the purposes of exercising your rights or performing your obligations under the Contract, subject to clause 14.3; and

14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, if and to the extent you are legally permitted to do so, you give us as much notice of such disclosure as possible.

14.3. You must ensure that any person to whom you disclose confidential information under clause 14.2.1 treats the information as confidential and does not use it for any other purpose or disclose it to anyone else (and you will be liable to us if they do).

15. Termination

15.1. The Contract will terminate automatically without notice on completion of the provision of such Training Services.

15.2. We may terminate the Contract immediately at any time on giving notice to you if:

15.2.1. you do not pay us any sums which are due under the Contract;

15.2.2. you are in breach of any other provision of the Contract and, if capable of remedy, you do not remedy the breach within 5 days of receiving notice of such breach;

15.2.3. you or your representatives (or, where you are a business, any of your employees) directly or indirectly engages in any activity or is involved in, or

associated with, any event or incident which, in our absolute discretion, adversely affects (or is likely to adversely affect) our reputation or that of our suppliers; or

15.2.4. we have reason to believe that any of the events listed above is likely to occur.

15.3. Where we terminate the Contract in accordance with clause 15.2, we will no longer have any obligation to provide the relevant Training Services to you and such Training Services will be deemed to be cancelled with immediate effect, but you shall remain liable to pay all amounts due to us for such Training Services and will not be entitled to any refund of any amounts you have already paid.

15.4. Termination of the Contract (for any reason) will not affect any other rights or remedies which the parties may have under the Contract or at law and will not affect any rights or liabilities of the parties which have accrued as at the date of termination.

15.5. The provisions of the Contract which expressly or by implication have effect after termination of the Contract will continue to be enforceable notwithstanding such termination (for any reason).

16. Miscellaneous provisions

16.1. We may amend these Conditions from time to time, without prior notice, by posting updated versions on Our Website. The terms and conditions which apply to you are those posted on Our Website at the time that you place your Order.

16.2. You may not change any of the provisions of the Contract unless such change is agreed in writing with us or we otherwise notify you in writing of our agreement to such change.

16.3. You agree that all communications (including notices and consents) to be given by us under the Contract may be given by email or by post (at our option), using your contact details set out in the Order and/or as otherwise notified to or obtained by us during the term of the Contract.

16.4. We may assign, transfer and/or subcontract our rights and/or obligations under the Contract to any person. The Contract is personal to you and you are not permitted to assign, transfer or subcontract the whole or any part of the Contract to any other person.

16.5. Nothing in the Contract or on Our Website is intended to confer a benefit on any third party and a person who is not a party to the Contract is not permitted to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.6. Nothing in the Contract is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

16.7. The Contract supersedes all prior agreements, arrangements and understandings between the parties in respect of its subject matter and constitutes the entire agreement between the parties in relation to the provision of the Training Services. Each party confirms that it is not relying on any understanding or on any statement, representation, warranty or covenant of the other party (whether negligently or innocently made) except as specifically set out in the Contract. Nothing in this clause 16.7 will operate to limit or exclude any liability of either party for fraud.

16.8. If any provision of these Conditions is at any time held by any court or other authority of competent jurisdiction to be void, invalid, illegal or unenforceable, then that provision (or part of it) will be treated as omitted or changed, only to the extent minimally necessary to prevent it from being void, invalid, illegal or unenforceable.

16.9. Any delay by us in exercising any right, power or provision in the Contract, or the grant by us of any forbearance, delay or indulgence, will not be construed or operate as a waiver of such right (or of any other right), nor preclude the exercise or enforcement of any right at any time thereafter. Any formal waiver of our rights in respect of any breach of the Contract will not operate as a waiver of any subsequent breach.

16.10. If there is a dispute between you and us arising out of or in connection with the Contract, then you agree to attempt to settle the dispute by engaging in good faith discussions with us before commencing litigation or any alternative dispute resolution procedures.

16.11. We will be relieved of our obligations to perform any obligation in the Contract to the extent and for the duration that we are prevented from doing so due to causes beyond our reasonable control (including staff illness, fire, flood, failure of utility or telecommunications supplies, pandemic or epidemic or other public health issues, extreme weather conditions, disaster, emergency or where the law delays or prohibits the relevant obligation).

16.12. The Contract (and any matter arising from or in connection with it) is governed by and construed in accordance with the laws of England and Wales and (without affecting clause 16.10) each party irrevocably submits to the jurisdiction of the courts of England and Wales in relation to all claims and matters arising out of or in connection with the Contract. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.

June 2022.