

DOSCPSC09 - Purchasing Standard Conditions for Purchase of Port Agency Services ('these Conditions')

1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -

'Client'	means any company with whom the Company has contracted to provide services and for which the Services form an integral part;
'Company'	means DeepOcean Subsea Cables Limited;
'Contract Prices'	means the prices to be paid to the Supplier for the supply of the Services in accordance with the provisions of the Contract;
'Contract'	means each contract for the supply and purchase of the Services comprising the authorised Purchase Order, any other documents or parts thereof specified in the Purchase Order, the Request for Proposal and these Conditions;
'Goods'	means the goods, plant, machinery, equipment and parts thereof to which any business under these Conditions relates;
'Insurance Cost'	means the cost to the Supplier of effecting insurance at the Minimum Insurance Level;
'Minimum Insurance Level'	means the minimum level of insurance which the Company may require the Supplier to effect pursuant to clause 19.4 as stated in the Contract;
'Owner'	means the owner of the Goods and any other person who is or may become interested in them;
'Purchase Order'	means the Company's written instruction issued to the Supplier to supply the Services including any special conditions set out therein and incorporating these Conditions;

'Request Proposal'	for means the Company's request to the Supplier for a proposal specifying the Services to be provided;
'Services'	means the services described in the Contract; and
'Supplier'	means the person, firm or company which accepts the Company's Purchase Order.

2. BASIS OF PURCHASE

- 2.1. The Company's authorised Purchase Order constitutes an offer to purchase the Services subject to these Conditions. Any offer and/or acceptance of a Purchase Order by the Supplier shall be deemed to constitute an agreement to comply with these Conditions.
- 2.2. The performance of any Services by or on behalf of the Supplier following the issue of the Company's Purchase Order shall also constitute the Supplier's agreement to comply with these Conditions.
- 2.3. These Conditions shall apply to each Contract to the exclusion of any other terms and conditions subject to which the Supplier purports to accept the Company's Purchase Order or which are given to the Company.
- 2.4. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement of Purchase Order or similar document will form part of the Contract.

3. SPECIFICATION OF SERVICES

- 3.1. The description of the Services to be supplied by the Supplier shall be as specified in the Contract.
- 3.2. The Supplier acknowledges that it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information concerning the Services which the Company supplies to the Supplier.
- 3.3. Unless otherwise agreed, the Supplier shall be responsible for obtaining all those consents, licenses and permits which are necessary for the carrying out of the Services.

4. VARIATIONS

- 4.1. The Company may in its reasonable discretion from time to time change any details specified in

the Contract by giving written instructions to the Supplier. If any such change affects the time of performance of the Services the Company shall make a reasonable adjustment to any programme specified in the Contract and/or to the Contract Prices.

- 4.2. The Supplier shall not vary the Services except as directed in writing by the Company or as may be agreed with the Company.

5. PERFORMANCE OF THE SERVICES

- 5.1. The Supplier warrants to the Company: -

5.1.1. that it shall perform the Services with all reasonable skill and care expected of a supplier of services of the same types as the Services including, if requested as part of the Services, the following :-

- (a) arranging for the demobilising of a vessel on arrival and mobilising before departure;
- (b) dealing with the taxi and transport services at the request of the master of the vessel;
- (c) dealing with the repatriation of the crew including dealing with all associated paperwork, fees, immigration and transport as directed by the Company or the master of the vessel;
- (d) collecting and delivering cash to the master as directed by the Company;
- (e) upon written instruction from the Company arranging clearance as is necessary for the vessel, including but not limited to obtaining clearance from customs, immigration, quarantine, port authority and port health;
- (f) arranging to secure/ collect/ deliver/ return as required ship spares and equipment;
- (g) arranging to collect and dispose of waste and garbage using approved licensed contractors and complying with all applicable statutory requirements and regulations relating to the disposal of garbage and waste;

(h) arranging berthing and unberthing, which includes as necessary linesman, mooring boat, tugs and pilots as necessary; and

(i) any other Services which the Company may reasonably request the Supplier to perform.

5.1.2. that the Services will comply with all statutory requirements, regulations and other legal requirements relating to the performance of the Services;

5.1.3. that it is fully experienced, financed, qualified, equipped and organised to perform its obligations under the Contract;

5.1.4. that it shall carry out the Services with sufficient number of personnel as are necessary and who shall have the necessary training, qualifications and experience.

5.2. The Supplier shall provide all management, supervision, personnel, materials and equipment, (except materials and equipment specified to be provided by the Company), vehicles, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably be inferred from the Contract.

5.3. The Supplier shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Services.

5.4. Materials, vehicles and equipment or parts thereof provided by the Supplier shall be of good quality and workmanship and fit for the intended purpose where the purpose is defined in the Contract or, where no such purpose is defined, fit for its ordinary purpose.

5.5. The Supplier shall use reasonable endeavours to ensure that it and its subcontractor(s) employ only such personnel who are suitably skilled and experienced. The Company may direct the Supplier to, within five (5) days, cease to employ, under any Contract, any person employed by the Supplier or its subcontractor(s) who, in the reasonable opinion of the Company, misconducts himself/herself or is incompetent or negligent in the performance of their duties.

5.6. The Supplier shall be responsible for informing and reporting to the Company forthwith upon the

occurrence of any event or circumstances which may immediately or in the future, impede the proper and timely execution of the Services so that remedial action, as is appropriate under the circumstances, be taken.

- 5.7. The Supplier shall adhere to the specified obligations as may be set out in the Contract.
- 5.8. The Supplier shall commence and complete the Services by the date(s) and in accordance with any programme specified in the Contract.
- 5.9. Time of performance of the Services is of the essence. Notwithstanding this, if for any reason the Company requests performance to be delayed, the Supplier shall agree to such request and the provisions of this term shall apply to any such revised date for performance.

6. AGENCY AND SUBCONTRACTING

- 6.1. The Supplier shall be entitled to act as an agent on behalf of the Company in the performance of the Services (subject to the limitations set out in clause 6.5), to perform the Services itself or, to subcontract the whole or any part of such Services as may be necessary or desirable to fulfil the Company's instructions subject to clauses 6.3 and 6.4.
- 6.2. The Supplier shall, on demand by the Company, provide evidence of any contract which is to be entered into or which has been entered into as agent for the Company and provide evidence of any subcontract which is to be entered into or which has been entered into by the Supplier.
- 6.3. The Supplier shall not be relieved of the responsibility under the Contract for such parts of the Services which the Supplier provides as agent for the Company, or for such parts of the Services which are subcontracted, and the Supplier shall be responsible and liable for the acts omissions or defaults of any subcontractor or their employees or servants, as fully as if they were the acts or defaults of the Supplier or the Supplier's employees or servants.
- 6.4. The Supplier shall ensure that any contract entered into as agent for the Company and any subcontract(s) entered into by the Supplier contains such provisions of these Conditions as should be made applicable to any such contracts or subcontract(s).
- 6.5. The extent of the Supplier's authority to act as agent on behalf of the Company and/ or to commit the Company shall be as specified in the Contract.

7. PRICE

- 7.1. The Contract Prices shall be as stated in the Contract and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax.
- 7.2. Save as provided for under clause 4.1, the Contract Prices shall be fixed.

8. PAYMENT AND TERMS OF PAYMENT

- 8.1. The Supplier shall submit an invoice at the end of each month for all Services provided under the Contract not previously invoiced. The Supplier's invoice shall quote the number of the Purchase Order and shall be submitted with supporting documentation. The Supplier's failure to ensure that an invoice with supporting documentation is received by the Company on or before the end of each month may delay the payment of such invoice.
- 8.2. Invoices must be submitted by the Supplier within three (3) months of the date of provision of the Services in question. Invoices submitted later than that date will be deemed invalid and not payable by the Company.
- 8.3. The Company shall effect payment of the Supplier's invoice inclusive of value added tax at the end of the second month following the month of receipt by the Company of a proper invoice or, if later, if after acceptance of the Services in question.
- 8.4. Value Added Tax or other taxes relevant to the Services, as applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 8.5. Time of payment shall not be of the essence.
- 8.6. In the event that all or any part of an invoice is reasonably disputed, the Company shall, within 30 days of receipt notify the Supplier of its reasons for disputing such invoice. The Parties shall in good faith promptly exercise all due diligence in order to resolve the dispute. The Company shall make payment of all items other than disputed items.
- 8.7. If the Company is overdue with any payment owing under a Contract (and the Company has not invoked clause 8.6) then the Company will be liable to pay interest on the overdue amount at the annual rate of 2% above the prevailing base rate of Barclays Bank from time to time from the date payment becomes due until full payment of the amount due together with accrued interest is received by the Supplier.

9. TAXES

- 9.1. The Contract Prices shall include all taxes and charges that may be imposed or levied in connection with the Services (excluding Value Added Tax).
- 9.2. The Supplier shall be responsible for payment of all taxes, fees and any other liabilities relating to the performance of the Services by the Supplier or its subcontractor(s) in respect of the Contract and which are the liabilities of the Supplier or the subcontractor(s).

10. ACCEPTANCE

The Company shall be entitled to reject all or any part of the Services performed which are not in accordance with the Contract. The Company shall not be deemed to have accepted the Services by virtue of having required the Supplier to re-perform or replace Services.

11. SUSPENSION

The Company may suspend the Services being performed by the Supplier by giving the Supplier written notice and may subsequently notify the Supplier that the Supplier shall resume the provision of Services. In such circumstances the Supplier shall be paid for Services which the Supplier has performed in accordance with the Contract prior to receiving notice of suspension.

12. HEALTH AND SAFETY

The Supplier shall at all times whilst carrying out the Services comply with and procure that the Supplier's employees, agents and sub-contractors comply with all health and safety legislation and with all security and safety regulations and rules from time to time in force on the site at which the Services are being carried out.

13. LIEN

The Supplier shall not have a general lien on any Goods or any document relating to the Goods in its possession, custody or control for any sums due at any time to the Supplier from the Company and/or the Owner and accordingly shall not have any right to sell, dispose or deal with such Goods or documents. The Supplier undertakes not to create or do any act, deed or thing which would result in the creation of any lien or encumbrance on the Goods and any other assets belonging to the Company, the Owner, the Company's Client or its sub-contractors and will not create or do any of the same before entering

into any Contract. The Supplier shall indemnify and hold the Company harmless from all liens, claims and other encumbrances against the Goods or any property belonging to or in the possession of the Company on account of debts or claims alleged to be due from the Company to the Supplier.

14. CONFIDENTIALITY

- 14.1. Confidential information supplied to the Supplier at any time (or which becomes known to the Supplier through performance of the Services under any Contract) is and remains the Company's property and must be returned to the Company on request and shall be regarded as confidential and shall not be disclosed to any third party (except where such third party accepts a like obligation of confidentiality and then only to the extent necessary for performance of the Services under any Contract).
- 14.2. The Supplier shall not mention the Company's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without obtaining the Company's prior written consent in writing.
- 14.3. The obligations under this clause shall remain in force for a period of ten (10) years from the date of disclosure notwithstanding completion, cancellation or termination of a Contract.

15. PATENTS AND OTHER PROPRIETARY RIGHTS

- 15.1. Neither the Company nor the Supplier shall have the right of use, other than for the purposes of the Contract, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other party and the intellectual property rights in such shall remain with the party providing such patent, copyright, proprietary right or confidential know how, trademark or process.
- 15.2. The Supplier shall save, indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the Supplier under the Contract except where such infringement necessarily arises from the Company's instruction. However, the Supplier shall use its reasonable endeavours to identify

any infringement in the Company's instructions of any patent or proprietary or protected right, and should the Supplier become aware of such infringement or possible infringement then the Supplier shall inform the Company immediately.

- 15.3. The Company shall save, indemnify, defend and hold harmless the Supplier from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Company under the Contract or the use by the Supplier of Goods supplied by the Company.

16. CERTAIN RIGHTS AND REMEDIES ON DEFAULT

- 16.1. Each of the Company's rights or remedies is without prejudice to any of the Company's other rights or remedies, whether or not under the Contract.

- 16.2. If Services are not performed on the due date then the Company shall be entitled to cancel the Contract without liability and purchase substitute services elsewhere and recover from the Supplier any loss or additional costs incurred.

- 16.3. If any Services are not supplied or performed in accordance with the Contract, then the Company shall be entitled to:-

16.3.1. require the Supplier to supply replacement Services in accordance with the Contract within seven days and/or provide additional labour and/or take such other measures as the Company reasonably deems necessary at no cost to the Company; or

16.3.2. whether or not the Company has previously required the Supplier to supply replacement Services, treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Contract Prices already paid.

17. INDEMNITY

- 17.1. Except as provided by clause 18, the Company shall save harmless and keep the Supplier indemnified from and against all liabilities, loss, damage, costs and expenses arising out of the Supplier acting in accordance with the Company's instructions in performing the Services, or arising from any breach by the Company of any warranty contained in these

Conditions, or from the negligence of the Company.

- 17.2. Except as provided by clause 18 the Supplier shall save harmless and keep the Company indemnified from and against all liabilities, loss, damage, costs and expenses awarded against or incurred or paid by the Company as a result of or in connection with: -

17.2.1. any act or omission of the Supplier or Supplier's employees, servants or subcontractors in performing the Services including delay in carrying out the Services, and any injury, loss or damage to persons or to any property caused or contributed to by the Supplier's negligence or the negligence of the Supplier's employees, servants or subcontractors (except to the extent that the injury loss or damage is caused by the negligent act or omission of the Company); and

17.2.2. breach of any warranty given by the Supplier in relation to the Services; and

17.2.3. any claim made against the Company in respect of any breach or alleged breach by the Company of any statutory provision, regulation, or other rule of law arising from the Supplier's acts or omissions or those of the Supplier's employees, servants or subcontractors.

18. CONSEQUENTIAL LOSS

Neither the Supplier nor the Company shall be liable to the other for loss of profits, loss of business or any other indirect or consequential damages arising out of any Contract.

19. INSURANCE

- 19.1. The Supplier undertakes to maintain or procures the provision of (at its own responsibility and expense) the following insurance cover in respect of its obligations hereunder:

19.1.1. Employer's liability and Worker's compensation insurance to comply with the relevant party's legal liability but in no event less than £5,000,000 for any one occurrence;

19.1.2. General Public Liability insurance in respect of the person and property of third parties with cover adequate to cover the liabilities under a Contract but

in no event no less than £5,000,000 for any one occurrence; and

- 19.1.3. where applicable, protection and indemnity insurance.
- 19.2. Failure to effect adequate insurance cover in accordance with clause 19.1 shall be at the Supplier's liability and risk.
- 19.3. The Supplier shall be responsible for ensuring that any subcontractor(s) observes and complies with clause 19.1.
- 19.4. Where the Company requests the Supplier in the Request for Proposal to insure the Goods to the Minimum Insurance Level :-
- 19.4.1. The Company shall declare in the Request for Proposal or otherwise in writing the nature, value, area and weight of the Goods and the Minimum Insurance Level required. The Supplier shall obtain 'all risks' insurance cover for the Goods to the Minimum Insurance Level.
- 19.4.2. The Supplier shall confirm the Insurance Cost to the Company in writing, which shall be borne by the Company.
- 19.4.3. Where the Supplier is willing and able to obtain insurance cover at the Minimum Insurance Level it shall be a condition of the Contract that from the time the Goods are collected or received by the Supplier until after the Goods are returned by the Supplier to the Company (or to whom the Company may direct), the Supplier shall have in place insurance at the Minimum Insurance Level to cover loss or damage to the Goods, and/or delay in delivery of the Goods.
- 19.4.4. Prior to the collection or receipt of the Goods the Supplier shall supply to the Company Certificates of Insurance evidencing cover with a reputable insurer at the Minimum Insurance Level. All such policies maintained or procured shall note the interest of the Company and the Owner and shall contain a waiver of subrogation against the non-insuring party, the Company's clients, the Supplier's subcontractor(s) and their respective officers, directors and employees.
- 19.4.5. The Supplier shall supply such further documentary evidence that cover remains in place upon demand by the Company at any time during the time that such cover is required to be in place by virtue of 19.4.3 above.
- 19.4.6. If the Supplier is unwilling or unable to obtain insurance cover at the Minimum Insurance Level the Supplier must immediately notify the Company in writing to that effect
- 19.5. If the Supplier is not requested to obtain insurance at the Minimum Insurance Level pursuant to clause 19.4, it is the Supplier's discretion whether it obtains any additional insurance cover in consideration of any liabilities they may bear under the Contract. For the avoidance of doubt the Company shall not be responsible for any costs of additional insurance taken out at the discretion of the Supplier where the Company has not indicated that such insurance is required.
- 20. TERMINATION**
- 20.1. The Company shall be entitled to cancel any Contract in respect of all or part only of the Services by giving notice to the Supplier at any time prior to performance of the Services without incurring any liability to the Supplier.
- 20.2. The Company shall be entitled to terminate the Contract at any time during performance of the Services by giving not less than seven (7) days notice in writing to the Supplier.
- 20.3. The Company shall be entitled to terminate the Contract without liability to the Supplier and reserving all rights by giving notice to the Supplier at any time if:-
- 20.3.1. the Supplier is in material breach of any of its obligations and that breach cannot be remedied;
- 20.3.2. the Supplier is in material breach of any of its obligations and that breach can be remedied but the Supplier fails to do so within seven (7) days starting on the day after receipt of notice from the Company;
- 20.3.3. the Supplier commits more than one breach of any of its obligations and the cumulative effect of such breaches is that the Company reasonably believes that the Supplier will continue to deliver a substandard performance over the

fourteen (14) day period immediately after the Service of the notice specified in condition 20.3.2;

20.3.4. the Supplier makes any voluntary arrangement with the Supplier's creditors or becomes subject to an administration order or goes into liquidation or bankruptcy or any encumbrancer takes possession or a receiver is appointed, of any of the Supplier's property or assets; or

20.3.5. the Company reasonably believes that any of the events mentioned above is about to occur and the Company notifies the Supplier accordingly.

20.4. In the event of termination of the Contract by the Company under clause 20.2, the Supplier shall be entitled to recover all monies due for Services satisfactory completed at the time of such termination.

20.5. In the event of termination of the Contract for any reason, the Supplier shall return to the Company or destroy any confidential information submitted to the Supplier.

21. FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its respective obligations if the delay or failure was beyond its reasonable control which shall include (but not be limited to) strike, lockout, stoppage or restraint of labour, the consequences of which either party is unable to avoid by the exercise of reasonable diligence.

22. QUALITY ASSURANCE

The Supplier has and shall continue to have in place an established, documented and maintained quality assurance system which is based on, or meets the requirements of, or is equivalent to the ISO9000 series of standards.

23. COMPLIANCE

23.1 Anti-Bribery

23.1.1 The Supplier shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery

and anti-corruption including the Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements, and will enforce them where appropriate; and

(d) promptly report to Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the Services.

23.1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services under or in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier, the relevant terms in clause 23.1.1. The Supplier shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to Company for any breach by such persons of any of the relevant terms. Any such breach shall be a material breach, and in the case of a breach of clauses 23.1.1(a) or 23.1.1(b) shall be a material breach that is incapable of remedy.

23.1.3 For the purpose of this clause 23.1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act). For the purposes of this clause 23.1, a person associated with the Supplier includes any member of the Supplier group.

23.2 Modern Slavery

23.2.1 The Supplier undertakes, warrants and represents that:

(a) neither it nor any of its officers, employees, agents or subcontractors:

(i) has committed an offence under the Modern Slavery Act 2015 (an "MSA Offence"); or

(ii) has been notified that it is subject to an investigation relating to an alleged MSA

Offence or prosecution under the Modern Slavery Act 2015; or

(iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

(b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

(c) it shall notify Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier’s obligations under clause 23.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier’s obligations.

23.2.2 The Supplier shall take all reasonable steps necessary to ensure:

(a) its supply chain complies with the Modern Slavery Act 2015 and the modern slavery policy; and

(b) it has the right to audit the supply chain to ensure such compliance.

23.2.3 The Supplier shall prepare and deliver to Company no later than 28 February each year, an annual statement setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any part of its business or in any of its supply chains.

23.3 Data Protection

23.3.1 Each party shall comply with Data Protection Law as may be applicable from time to time to the shared personal data and the provisions of this clause 23.3 shall not relieve the Supplier of its own responsibilities under Data Protection Law.

23.3.2 Company shall provide the shared personal data to the Supplier. The Supplier shall process shared personal data only for the agreed purpose. The Supplier shall not process shared personal data in a way that is incompatible with the agreed purpose.

23.3.3 Each party agrees that it shall:

(a) assess the level of security appropriate to the processing in the context of its obligations under Data Protection Law; and

(b) implement all such appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage to shared personal data.

23.3.4 The Supplier shall indemnify Company in full for any and all costs, losses, damages, expenses and liabilities suffered by Company as a result of the Supplier’s failure to comply with the terms of this clause 23.3 and/or any Data Protection Law.

23.4 Material Breach

Any breach of clauses 23.1, 23.2, or 23.3 by the Supplier shall be deemed a material breach of the Contract that is not capable of remedy and shall entitle Company to terminate the Contract with immediate effect.

24. GENERAL PROVISIONS

24.1. The Company has the right to assign the Contract.

24.2. The Supplier shall not transfer assign charge or dispose of the Contract in any manner without the consent of the Company, which consent shall not be unreasonably withheld.

24.3. Nothing in any Contract shall be construed as establishing the Supplier or any of the Supplier’s employees as the Company’s employee or as an employee of the Company’s client. Nothing in any Contract shall create a partnership, agency or a joint venture between the Company and the Supplier.

24.4. Save as permitted by clause 6, the relationship between the Company and the Supplier shall not be deemed to be that of principal and agent. Save as permitted by clause 6, the Supplier shall not have the authority or power to act unilateral as agent for the Company.

24.5. Any waiver by the Company of any breach is not a waiver of any subsequent breach.

24.6. Any delay or failure by the Company in enforcing or partially enforcing any provision of any Contract is not a waiver of any of the Company’s rights.

24.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

- 24.8. Any notice to be given by either party to the other under these Conditions must be in writing addressed to that other party at its registered office or such other address as may have been notified for these purposes.
- 24.9. Any Contract does not create, confer, or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 24.10. Each Contract shall be subject to English Law and each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim arising from or in connection with any Contract.