

Innovation In Life Limited

Terms of Business

1. Interpretation

1.1 Definitions:

Accounting Period(s) means financial years / periods for which IIL will provide the Services as further defined in the Engagement Letter.

Authorities means HM Revenue & Customs and any other supervisory or governmental or similar authority to whom IIL or a Provider submit an Instructed Claim.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change Order means a document which documents a change to these Conditions in the manner set out in clause 7.

Charges means the charges payable by the Client for the supply of the Services by IIL, as set out in each Engagement Letter.

Claim means any potential entitlement a Client may have, as identified by the client or us, to claim or recover sums paid to Authorities and/or any unpaid tax credits or reliefs offered by the Authorities, including but not limited to, stamp duty land tax, corporation tax, research and development tax relief and land remediation relief.

Client means the recipient of the Services, as named in an Engagement Letter.

Client Materials means all materials, equipment and tools, drawings, specifications and data supplied by the Client to IIL.

Confidential Information means all confidential or proprietary information (however recorded or preserved) concerning or relating to:

- (a) the business, affairs, customers, clients or suppliers of each party or of any member of the Group to which either party belongs;
- (b) an Instructed Claim, including but not limited to the documentation for submission to the Authorities which sets out the Instructed Claim (and previous versions of the same),

that is disclosed or made available (in any form or medium), directly or indirectly, by either party to the other.

Conditions means the terms and conditions set out in this Terms of Business from clause 1 (Interpretation) to clause 9.
(General) both inclusive.

Contract means the contract between the Client and IIL for the supply of the Services in accordance with each Engagement Letter and these Conditions.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Deliverables means all documents and materials submitted by IIL to the Authorities in connection with any Instructed Claim.

Engagement Letter means the letter from the Supplier to the Client setting out, among other things, the Services that IIL shall supply under that engagement and the Charges for those Services.

Expenses means any filing and/or submission fees incurred by IIL in submitting any Instructed Claim and any other ancillary expenses reasonably and properly incurred by IIL's employees, subcontractors and/or agents in the provision of the Services.

Funds shall include all repayments and tax benefits received from HMRC in relation to an R&D claim. Any tax losses recovered, or tax losses created which result in an increase in benefit or tax losses which when carried back create a tax benefit. For the avoidance of doubt where any benefit is offset against liabilities to HMRC, our fee will be based on these benefits and payment of invoices will be due as if actual monies were received by the Client.

Group means in relation to a party means, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party as applicable.

IIL means Innovation In Life Limited, a company registered in England with company number: 9144227.

IIL IPRs means all Intellectual Property Rights subsisting in the Deliverables excluding any Client Materials incorporated in them.

Initial Term means the initial period for which any Service is to be provided for, as stated in the applicable Engagement Letter. For the avoidance of doubt, in the event multiple Services are being provided by IIL, the separate Services may have different Initial Terms stated in the applicable Engagement Letter.

Instructed Claim means any Claim which the Client engages IIL to pursue on its behalf, whether by itself as principal, or through its network of Providers, as stated in an Engagement Letter.

Intellectual Property Rights means and includes patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Provider means the third party to whom the Client is introduced, and an Instructed Claim is referred, in accordance with these Conditions.

Services means the services of:

- (a) investigating and preparing an Instructed Claim(s) for the Client to pursue or for IIL to pursue on behalf of the Client as outlined in sub-clause (b) below;
- (b) pursuing Instructed Claims on behalf of the Client, whether by itself or by introducing the Client and referring the Instructed Claim to a Provider, in an attempt to assist the Client obtain Funds, pursuant to the Contract and as described in the relevant Engagement Letter;
- (c) supporting the Client up to and including receipt of a Closure Notice in the event of any inquiries (for the avoidance of doubt, this will not include appeal or such like); and
- (d) any other services which IIL may agree to provide from time to time, as described in the relevant Engagement Letter.

Services Start Date means the date on which IIL is to start provision of the Services, as set out in the applicable Engagement Letter. For the avoidance of doubt, in the event multiple Services are being provided by IIL, there will be multiple Services Start Dates stated in the applicable Engagement Letter.

Third Party Services means the services performed by Providers when pursuing Instructed Claims that were referred to them by IIL.

1.2 Interpretation

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

(e) A reference to **writing** or **written** includes email.

2. Formation

2.1 This Contract is made up of the following:

- (a) the applicable Engagement Letter; and
- (b) the Conditions.

2.2 If there is any conflict or ambiguity between the terms of the documents listed in clause 2.1, a term contained in the Engagement Letter list shall prevail over one contained in a document in the Conditions.

3. Commencement and term

The Contract shall be deemed to have commenced on the Services Start Date and shall be for the Initial Term and shall continue beyond the Initial Term for successive 12 month periods, unless terminated earlier in accordance with its terms, until either party gives to the other not less than three months' written notice. Such notice shall only be capable of expiring not sooner than expiry of the Initial Term or any anniversary thereafter.

4. Supply of Services

4.1 The Client appoints IIL as its exclusive provider of the Services for the duration of this Contract in accordance with clause 3 and, for the duration of this Contract, IIL (or a Provider chosen by IIL) shall submit all Claims which the Client wishes to pursue for the relevant Accounting Periods.

4.2 IIL shall supply the Services to the Client from the Services Start Date in accordance with the Contract and applicable Engagement Letter.

4.3 IIL shall use reasonable endeavours to meet all performance dates communicated to it by or agreed with the Client, but any such dates shall be estimates only and time for performance by IIL shall not be of the essence for this Contract.

4.4 In supplying the Services, IIL shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with the service description set out in the applicable Engagement Letter;
- (c) comply with all applicable laws, statutes and regulations from time to time in force, provided that IIL shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract; and
- (d) take reasonable care of all Client Materials in its possession and make them

available for collection by the Client on reasonable notice and request, provided that IIL may destroy the Client Materials if the Client fails to collect the Client Materials within a 6-month period after termination of the Contract.

5. Third Party Services

- 5.1** In providing the Services, IIL may introduce the Client to a Provider for the Provider to provide Third Party Services.
- 5.2** IIL shall reasonably notify the Client as and when it is introducing the Client to a Provider for the purpose of clause 5.1.
- 5.3** To the extent that IIL is acting as an introducer in respect of any Services, IIL shall be free to select a Provider who shall provide Third Party Services to the Client. The Provider shall provide the Third-Party Services as principal in its own right.
- 5.4** Should IIL introduce the Client to a Provider in any capacity, the Client may not directly or indirectly instruct the Provider to undertake the Services, for Accounting Periods covered by this Contract otherwise, for a period of 2 years following the termination of this Contract, unless instructed through IIL.
- 5.5** This clause 5 shall survive termination or expiry of the Contract.

6. Client's obligations

- 6.1** The Client shall:
 - (a) co-operate with IIL in all matters relating to the Services;
 - (b) provide, for IIL, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data, HM Revenue & Custom's business tax account and other facilities as required by IIL or any of them;
 - (c) provide to IIL in a timely manner all documents, information, items and materials in any form (whether owned by or originating from the Client, the Authorities, a Provider or third party) required by IIL in connection with the Services and ensure that they are accurate and complete;
 - (d) promptly respond to IIL's request for the Client to review and approve the format and accuracy of any Instructed Claim before it is submitted to the Authorities either by IIL directly, indirectly or via the Client's accountants and remain responsible for the information contained within any Instructed Claim at all times;

- (e) promptly inform IIL, upon request or once they become aware, of the current status of any Instructed Claim and of any timescale which either the Authorities or a Provider has communicated to the Client;
- (f) sign such documents, promptly upon request, as may be necessary to authorise and allow IIL to deal with the Authorities and receive Funds directly from the Authorities on behalf of the Client;
- (g) procure and /or ensure that Providers assist IIL with the submission of an Instructed Claim and provide to IIL copies of their communications and /or correspondence with Authorities relating to that Instructed Claim; and
- (h) immediately notify IIL upon receipt of Funds and/or any event or circumstance which may impact upon any timescale communicated by the Client to IIL regarding receipt of Funds.

6.2 If IIL's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, IIL shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- (b) not be liable for failing to submit an Instructed Claim in advance of any deadline (whether mandatory, statutory or otherwise) for filing that Instructed Claim (including the two calendar year mandatory deadline for filing a Claim for research and development tax reliefs after the year-end date to which they relate);
- (c) be entitled to recover any additional costs, charges or losses IIL sustains or incurs that arise directly or indirectly from such prevention or delay; and
- (d) be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6.3 This clause 6 shall survive termination or expiry of the Contract.

7. Change control

7.1 Either party may propose changes to the scope or execution of the Services but, notwithstanding clause 15.8, no proposed changes shall come into effect until a **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) IIL's existing charges;
- (c) the timetable of the Services; and
- (d) any of the terms of the Contract.

7.2 If IIL wishes to make a change to the Services it shall provide a draft Change Order to the Client. The Client will have 14 days in which to accept or reject the Change Order.

7.3 If the Client wishes to make a change to the Services:

- (a) it shall notify IIL and provide as much detail as IIL reasonably requires of the proposed changes, including the timing of the proposed changes;
- (b) IIL shall, as soon as reasonably practicable after receiving the information at clause 7.3 (a), provide a draft Change Order to the Client; and
- (c) the Client shall confirm its acceptance of the Change Order within 14 days of receipt of the draft at clause 7.3(b).

7.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the Contract effective from the date of the Change Order, unless otherwise agreed; or
- (b) are unable to agree to a Change Order, the Services shall continue to be provided in accordance with the existing Contract terms.

8. Data protection

The parties shall comply with their respective data protection obligations as set out in IIL's privacy policy which is available at <https://www.innovationinlife.co.uk/privacy>.

9. Intellectual property

9.1 IIL and its licensors shall retain ownership of all IIL IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.

9.2 The Client grants IIL a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Contract for the purpose of providing the Services to the Client in accordance with the Contract.

9.3 The Client shall indemnify IIL in full against any sums awarded by a court against IIL arising of or in connection with any claim brought against IIL for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by IIL.

10. Charges and payment

10.1 In consideration for the provision of the Services, the Client shall pay IIL the Charges

and the Expenses (if applicable) in accordance with this clause 10.

- 10.2** All amounts payable by the Client exclude amounts in respect of value added tax (**VAT**), which the Client shall additionally be liable to pay to IIL at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 10.3** IIL shall submit its proforma invoice(s) for the Charges (plus VAT if applicable) to the Client once an Instructed Claim is ready for submission, whether the Instructed Claim is to be submitted by IIL to the Authorities or an Instructed Claim is referred to a Provider to submit to the Authorities. Each invoice shall include all reasonable supporting information required by the Client.
- 10.4** IIL shall submit its invoices for the Expenses (plus VAT if applicable) at the same time it submits its invoice(s) for the Charges in accordance with clause 10.3.
- 10.5** The Client shall pay each VAT invoice submitted to it by IIL immediately and in any event no later than 7 days following receipt of Funds in full or in part, to a bank account nominated in writing by IIL, whether or not that point of receiving Funds is during the term of this Contract or after its termination or expiry.
- 10.6** In the event IIL receives, on behalf of a Client, Funds directly from Authorities, it shall deduct the Charges from the Funds received and within 2 Business Days pay the remaining balance to the Client.
- 10.7** In the event that the Client received inquiries from the Authorities regarding any of the Submitted Claims, whether before or after receipt of Funds in full or in part, payment of IIL's invoices will be due prior to IIL being able to undertake any further work in relation to the inquiries. Any work required or to be undertaken after issuance of a Closure Notice, whether in respect of an appeal or otherwise, to be agreed separately.
- 10.8** If the Client fails to make any payment due to IIL under the Contract by the due date for payment, then, without limiting IIL's remedies under clause 13:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 10% per annum above the Bank of England's prevailing base rate, but at 10% per annum for any period when that base rate is below 0%.
 - (b) IIL may suspend all Services until payment has been made in full.
- 10.9** This clause 10 shall survive termination or expiry of the Contract insofar as invoices may be submitted by IIL following termination of the Contract.

11. Expenses

11.1 Unless otherwise agreed in an Engagement Letter, the Client shall reimburse to IIL, in addition to the Charges, the cost of any Expenses. IIL shall submit its invoices for Expenses to the Client and the Client shall pay those invoices in accordance with clause 10.

11.2 This clause 11 shall survive termination or expiry of the Contract.

12. Limitation of liability

12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in this clause 12 shall limit the Client's payment obligations under the Contract.

12.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) any losses caused by willful misconduct.

12.4 Subject to clause 12.2 and clause 12.3, IIL's total liability to the Client shall not exceed the Charges.

12.5 The caps on IIL's liability shall not be reduced by:

- (a) payment of an uncapped liability;
- (b) payment of the Charges; or
- (c) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

12.6 Subject to clause 12.2 and clause 12.3, this clause 12.6 sets out the types of loss that are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

12.7 IIL shall not be liable for the actions or omissions of a Provider or any element of the Third Party Services. Each Provider shall have sole responsibility for and be solely liable for the Third Party Services it provides and the Client's only right of recourse in respect of any Third Party Services shall be directly against the Provider who provided them.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate the contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it, the Client may terminate the Contract if clause 15.9(a) applies by giving the requisite period of written notice referred to in 15.9(b).

13.3 Without affecting any other right or remedy available to it, IIL may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or

- (b) there is a change in control of the Client.

13.4 On termination of the Contract for whatever reason:

- (a) the Client shall immediately but no later than 7 days following termination of the Contract pay to IIL all of IIL's overdue outstanding unpaid invoices and interest;
- (b) in respect of Services which are in the process of being performed but for which no invoice has been submitted, IIL shall submit an invoice in respect of those Services at 50% of the Charges together with any Expenses (if applicable) incurred by IIL or a Provider in performing the Services, which shall be payable by the Client immediately on receipt of a VAT invoice together with relevant supporting documentation, if relevant ;
- (c) should the Contract be terminated part way through the Initial Term or contrary to the termination provisions in clause 3, IIL reserve the right to raise an invoice for 50% of the Charges for the duration of the entire Contract and this will be payable within 30 days of production of such invoice whether Claims are submitted and Funds received, or not;
- (d) the Client shall pay to IIL all invoices which are outstanding and unpaid once Funds are received, in accordance with clause 10.5 (and this clause 13.4(b) shall survive termination or expiry of the Contract);
- (e) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and
- (f) termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14. Consumer rights

14.1 Where the Client is a “consumer” (as defined by section 2 of the Consumer Protection Act 2015):

- (a) any provision of these Conditions which would be of no effect by virtue of the Consumer Protection Act 2015 shall not apply;
- (b) the statutory rights of the Client shall not be affected by these Conditions;
- (c) if the Client places an order by telephone or online, the Client has the right to cancel the Contract within 14 days, beginning on the day after the Client places the order (the “**Cancellation Period**”), without giving any reason. To exercise that right, the Client must send IIL a clear, written statement of its decision to cancel before the Cancellation Period expires. A model cancellation form and relevant contact details of where to send it are available upon request by emailing info@innovationinlife.co.uk, but use of the form is not obligatory;
- (d) if the Client cancels during the Cancellation Period:

- (i) and the Client had requested us to begin the performance of the Services during the Cancellation Period, the Client shall pay IIL an amount which is in proportion to what has been performed until receipt of the Client's cancellation of the Contract; or
- (ii) if the Client had not asked us to commence performance of the Services, IIL will reimburse to the Client all payments received from the Client, including the costs of delivery (except for the supplementary costs arising if the Client chose a type of delivery other than the least expensive type of standard delivery offered by IIL); and
- (iii) IIL will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about the Client's decision to cancel the Contract.

15. General

15.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15.2 Assignment and other dealings.

- (a) The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without IIL's prior written consent.
- (b) IIL may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

15.3 Non-circumvention.

- (a) For the duration of the Contract, the Client undertakes that, other than in concert with IIL or with IIL's express prior written approval, it shall not, directly or indirectly:
 - (i) itself pursue any Instructed Claim whether with or without the services of a Provider, other than in accordance with these Conditions;
 - (ii) appoint any Provider in respect of any Claim unless it is an Instructed Claim and in accordance with these Conditions;
 - (iii) induce, solicit, procure or otherwise encourage any third party to pursue any Instructed Claim on its behalf; or
 - (iv) seek, encourage or respond to any approach from any third party to pursue an Instructed Claim on its behalf.

- (b) The Client shall procure that its officers, employees, agents, advisers and other representatives, and each member of its Group and their respective officers, employees, agents, advisers and other representatives, comply with clause 15.3(a) as if they were the Client.

15.4 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any Confidential Information, except as permitted by clause 15.4(b).
- (b) Each party may disclose the other party's Confidential Information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 15.4; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

15.5 No partnership or agency.

- (a) Unless otherwise expressly stated in this Contract, nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- (b) Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.6 Assignment and other dealings.

- (a) The Contract is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- (b) ILL may at any time sub-contract, assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Contract without giving prior written notice of such dealing to the Client.

15.7 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.8 Survival.

- (a) On termination or expiry of the Contract the clauses which are expressly stated as surviving, or otherwise implicitly intended to survive, termination of this Contract shall continue in full force and effect, including this clause 15.8.
- (b) Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15.9 Variation.

- (a) Subject to clause 7, IIL may, at its discretion, revise these Conditions at any time by notifying the Client in writing and displaying the updated Conditions on its website at <https://www.innovationinlife.co.uk>.
- (b) In the event IIL revises these Conditions pursuant to clause 15.9(a), any updated Conditions will be effective from the following anniversary of the first Services Start Date. If the Client does not agree to any of the updated Conditions, the Client may give notice to end the Contract in accordance with clause 3, and the Contract shall continue to the end of that notice period without the changes to the Conditions taking effect.

15.10 Waiver.

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.11 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part- provision under this clause 15.11 shall not affect the validity and enforceability of the rest of the Contract.

15.12 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the address specified in the applicable Engagement Letter.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.12(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 15.12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.13 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.14 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

15.15 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.