



# Standard Terms and Conditions for Supply of Goods and Services



## 1. Definitions and Interpretation

These terms and conditions shall be subject to the following rules of interpretation and definitions:

- a) Bell and the Customer may each be referred to herein as a "**Party**" and together as the "**Parties**")
- b) "**Applicable Laws**" means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations under these Conditions or a Contract.
- c) "**Bell**" means Bell Microsystems Limited, trading as Bell Integration, whose registered address is New Hampshire Court, St Pauls Road, Portsmouth, United Kingdom, PO5 4AQ, who is the Goods and/or Services provider and/or any Bell Group Company providing the relevant Goods and/or Services;
- d) "**Bespoke Materials**" means all materials (including without limitation any software, user guides and works) conceived, prepared, created or designed by Bell, pursuant to the Contract;
- e) "**Charges**" are the sums payable by the Customer under the applicable Contract;
- f) "**Confidential Information**" includes all information disclosed by a disclosing Party pursuant to the Contract including but not limited to commercial, financial, technical, trade secrets, industrial secrets, business plans, product development plans, product specifications and/or Contract terms, pricing information, product evaluation, testing analysis and results, customer information in whatever form, together with all analyses, compilations, data, studies, reports, summaries or other information, prepared by the receiving Party which are derived from or include in whole or part the Confidential Information of the disclosing Party, its suppliers or customers, or the fact that such information has been made available;
- g) "**Condition(s)**" means the terms and conditions set out in this document as amended from time to time;
- h) "**Contract**" means each agreement for the supply of Goods and Services, incorporating these Conditions and the relevant Quotation and/or SOW.
- i) "**Customer**" means the company who purchases the Goods and/or Services from Bell as specified in the applicable Contract;
- j) "**Data Protection Laws**" means applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party);
- k) "**Data Subject**" a data subject as defined by the applicable Data Protection Laws whose Personal Data is processed by a Party pursuant to a Contract;
- l) "**Force Majeure Event**" is any event which is beyond Party's control. This shall include, however is not limited to; acts of God, floods or earthquakes, war, civil commotion, terrorist attack, imposition of a sanction, embargo or breaking off a diplomatic relation. This shall exclude strikes or any other forms of industrial action by the employee, agents, or Sub-Contractors of that Party;
- m) "**Goods**" means the goods to be provided, as specified in the applicable Contract;
- n) "**Good Industry Practice**" means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person properly skilled and experienced in providing products and/or services similar to the Services;
- o) "**Group Company**" means with respect to the relevant Party, any company which is a subsidiary or holding company of such Party or a subsidiary of its holding company;

- p) **“Intellectual Property Rights ”** or **“IPR”** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- q) **“Order”** means the Customer's order for the Goods and/or Services as set out in the Customer's purchase order form or the Customer's written acceptance of Bell's Quotation or SOW, as the case may be;
- r) **“Personal Data”** personal data as determined by the Data Protection Laws and that is collected or processed by a Party pursuant to a Contract;
- s) **“Personnel”** means the employees, agents and representatives of Bell or any Sub-Contractors engaged in providing the Goods and/or Services;
- t) **“Pre-Existing Materials”** means all materials (including IPR, data and Confidential Information) owned by either Party or any third party prior to the commencement date of the Contract;
- u) **“Quotation”** means the quotation issued by Bell for the supply and purchase of Goods and/or Services;
- v) **“Processor”** means a processor of Personal Data as determined by the Data Protection Laws;
- w) **“Services”** means all or any part of the Services to be provided as defined in the Contract. Services shall be provided on a fixed price or time and materials basis;
- x) **“Site”** means the premises where the Goods and/or Services are to be provided;
- y) **“Statement of Work (SOW)”** means the document which sets out the details of any Services and any additional terms and conditions that may apply to such Services;
- z) **“Sub-Contractor”** means a third-party supplier engaged by Bell to supply the Goods and/or Services to the Customer;
- aa) **“Sub-Processor”** means a sub processor of Personal Data as determined by the Data Protection Laws;

**1.1** In the event of any inconsistency between these Conditions and the Quotation or SOW, the Quotation and/or SOW shall prevail. For the avoidance of doubt this shall only apply to such inconsistency or conflict.

## **2. Basis of Contract**

**2.1** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**2.2** The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions and the relevant Quotation and/or SOW.

**2.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

**2.4** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

**2.5** The Customer acknowledges that lead times may apply for the supply of Goods and/or Services. Both Parties shall co-operate in order to meet the other Party's reasonable demands and expectations.

### **3. Charges and Payment**

**3.1** The Charges for Goods and/or Services shall be the charges set out in the Order, or, if no charge is quoted, the charges set out in Bell's published charges list in force as at the date of delivery.

**3.2** Bell may, by giving notice to the Customer at any before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost that is due to:

**3.2.1** any factor beyond Bell's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

**3.2.2** any request by the Customer to change the Services, delivery date(s), quantities or types of Goods ordered, deliverables or the specifications; or

**3.2.3** any delay caused by any instructions of the Customer or failure of the Customer to give Bell adequate or accurate information or instructions.

**3.3** The Charges:

**3.3.1** exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Bell at the prevailing rate; and

**3.3.2** exclude the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer; and

**3.4** Bell may invoice the Customer for the Goods and/or Services on or at any time set out in the Order and if not specified in the Order, on or at any time after the completion of delivery.

**3.5** The Customer shall pay the Charges in full and in cleared funds to a bank account nominated in writing by Bell.

**3.6** The Customer shall pay the Charges due in full within thirty (30) days from date of invoice.

**3.7** Bell shall be reimbursed by the Customer, for all reasonable travel and accommodation expenses incurred in performing the Services.

**3.8** The Customer may withhold payment of Charges that it disputes in good faith, provided that it notifies Bell within ten (10) days of receipt of invoice. Any undisputed Charges shall be payable in accordance with Condition 3.6.

**3.9** Failure to make payment within the specified period shall incur interest at a rate of 4% above the base rate of Barclays Bank Plc. This shall be accrued on a daily basis from the date when payment becomes due and compounded quarterly up until cleared funds have been received in the bank nominated by Bell.

**3.10** Bell shall be entitled to suspend the provision of Goods and/or Services upon written notice to the Customer until payment of all outstanding Charges have been made in full.

### **4. Delivery**

**4.1** The Goods shall be deemed as delivered as follows:

- 4.1.1** Where delivered by Bell, upon arrival or completion of unloading of the Goods at the location;
  - 4.1.2** Where delivered by a carrier, on delivery of the Goods by Bell, to the carrier, or
  - 4.1.3** Where collected by the Customer, when Bell makes the Goods available for collection at Bell's or the carrier's premises.
- 4.2** Any dates quoted for delivery are approximate only, and time of delivery is not of the essence. Bell shall not be liable for any delay or failure in the delivery of the Goods to the extent that such delay or failure is caused by a Force Majeure Event or the Customer's failure to provide Bell with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.3** Bell shall deliver the Services:
  - 4.3.1** in accordance with the obligations detailed in the SoW;
  - 4.3.2** in accordance with Good Industry Practice;
- 4.4** Bell shall not be liable for any delay in, or failure of delivery caused by:
  - 4.4.1** The Customer's failure to (a) make the location available; (b) prepare the location in accordance with Bell's instructions, or as required for delivery or installation of the Goods; or (c) provide Bell with adequate instructions for delivery and/or installation; or
  - 4.4.2** The Customer's failure to collect the Goods from the agreed location.

If Bell fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

## **5. Risk and Title**

- 5.1** Risk in Goods shall pass to the Customer upon delivery, or the dispatch of such Goods to the nominated place of delivery as specified by the Customer, whichever is earlier;
- 5.2** No title shall pass until the Customer has paid the Charges in full (including any interest for late payment).
- 5.3** Until title to the Goods has passed to the Customer, the Customer shall:
  - 5.3.1** store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Bell's property;
  - 5.3.2** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 5.3.3** maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 5.3.4** notify Bell immediately if it becomes subject to any of the events listed in Condition 14.1(b); and
- 5.4** In the event of failure to pay the Charges in accordance with Condition 3 (Bell shall be entitled to recover the Goods (or such part thereof as Bell may determine) and shall permit Bell, its employees and/or agents to enter upon the Customer's premises for the purposes of recovery and shall be liable to pay any costs associated with the removal of the Goods.

## **6. Warranty**

- 6.1** Bell warrants that it will provide the Goods and Services in accordance with Good Industry Practice by suitably trained and qualified Personnel who have the requisite skill, qualification and experience.
- 6.2** The Customer understands and acknowledges that Bell is not a manufacturer of Goods. Bell shall use all reasonable endeavours to procure that the benefit of the manufacturers' warranty passes onto the Customer.
- 6.3** In the event of the Customer becoming aware of any defect in the Goods during the manufacturer warranty period, the Customer shall promptly supply Bell with written particulars of such defect and provide access as is necessary to enable Bell to ascertain and verify the nature and cause of the defect.
- 6.4** The warranties in this Condition 6, shall not apply where such defect is caused in whole (or in part), by any alteration or addition to the Goods by the Customer or by use or storage of the Goods in a manner reasonably considered by Bell or the manufacturer of the Goods, to be improper or for purposes for which the Goods were not designed, by faulty installation, maintenance or repair by the Customer or any third party at the Customer's request.
- 6.5** Bell disclaims to the fullest extent permitted by law, all warranties, conditions and other terms in relation to the Goods and Services, whether implied by law, statute, custom or course of dealing. Including without limitation, any warranties regarding quality, merchantability or fitness for purpose.

## **7. Personnel**

- 7.1** The Customer agrees that Personnel providing Services to the Customer pursuant to the relevant Contract shall remain under the direct control of Bell. Where Personnel are providing the Services at the Customer's Site, Bell shall use all reasonable endeavours to ensure that the Personnel comply with the Customer's reasonable instructions.
- 7.2** Bell shall be entitled to replace Personnel assigned to perform the Services during the term of the Contract. Bell shall use reasonable endeavours to replace such Personnel with Personnel of commensurate skill and expertise.

## **8. Customer Obligations**

- 8.1** The Customer shall:
- 8.1.1** co-operate with Bell in all matters relating to the Goods and /or Services;
  - 8.1.2** provide Bell, its employees, agents, consultants and sub-contractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Bell to provide the Services;
  - 8.1.3** provide Bell with such information and materials as Bell may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 8.1.4** prepare the Customer's Site for the supply of Goods and/or Services;
  - 8.1.5** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;



- 8.1.6 comply with all Applicable Laws, including health and safety laws;
- 8.1.7 keep all materials, equipment, documents and other property of Bell (Bell Materials) at the Customer's premises in safe custody at its own risk, maintain Bell Materials in good conditions until returned to Bell, and not dispose of or use Bell Materials other than in accordance with Bells instructions or authorisation; and
- 8.1.8 comply with any additional obligations as set out in the applicable Contract.

8.2 If Bell's performance of any of its obligations under the Contract is prevented or delayed by an act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- 8.2.1 without limiting or affecting any other right or remedy available to it, Bell shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Bell's performance of any of its obligations;
- 8.2.2 Bell shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Bell's failure or delay to perform any of its obligations as set out in this Condition 8.2; and
- 8.2.3 the Customer shall reimburse Bell on written demand for any costs or losses sustained or incurred by Bell arising directly or indirectly from the Customer Default.

## 9. Confidentiality

- 9.1 Each Party shall protect the Confidential Information of the disclosing Party and, in doing so, must use no less than the equivalent degree of care that such Party applies to its own proprietary or secret information which shall not be less than a reasonable standard of care.
- 9.2 The receiving Party shall not and procure that its employees and any third parties shall not; disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Confidential Information other than strictly for the performance of the Services. For the avoidance of doubt, the receiving Party shall be liable for all acts or omissions of its employees and/or third parties.
- 9.3 The obligations of confidentiality pursuant to this Condition 9 do not apply to any Confidential Information that is required to be disclosed by a court of competent jurisdiction or operation of law, to the extent of such requirement only, provided the receiving Party, where reasonably practicable provides the disclosing Party prior notice of such disclosure.

## 10. Intellectual Property Rights

- 10.1 Each Party retains ownership of any Pre-Existing Materials. Unless expressly stated in the Contract, nothing in these terms and conditions or use of the other Party's IPR shall be construed as the transfer or grant of any interest in any such rights.
- 10.2 The Customer and its licensors shall retain all IPR in any Bespoke Materials created by Bell pursuant to the Contract.
- 10.3 The Customer grants to Bell a non-exclusive royalty-free licence to use the Customer's Systems and Personal Data to the extent reasonably required to perform the Services.

**10.4** For the avoidance of doubt, any licence granted pursuant to this Condition 10 shall terminate with immediate effect upon expiry or termination of the Contract.

## **11. Intellectual Property Rights Infringement**

**11.1** Each Party shall indemnify the other and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs (including reasonable legal costs) suffered or incurred by the other Party by reason of claims that the possession or use of the other Party's IPR infringes the IPR of a third party.

**11.2** Bell shall have no liability for any IPR infringement claim to the extent that it is based on (i) the use or combination with software, hardware or other materials not recommended by Bell, provided such infringement would not have arisen but for such use or combination; or (ii) use in a manner other than that for which it was designed or contemplated, or (iii) any unauthorised modification of the Goods or Services by any other personal not party to the Contract; or (iv) any compliance with designs, plans or specifications provided by the Customer.

## **12. Limitation of Liability**

**12.1** Neither Party excludes or limits its liability to the other for: i) personal injury or death caused by its negligence; ii) any matter for which, under applicable laws, a Party cannot exclude or limit or attempt to exclude or limit its liability; and iii) fraud or fraudulent misrepresentation.

**12.2** Subject to 12.1, neither Party shall have any liability to the other Party for any indirect, special or consequential loss, loss of profits, loss of revenue, loss of savings, damage to reputation or goodwill or loss of data.

**12.3** Subject to Condition 12.1 and 12.2, each Party's total liability to the other whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed:

**12.3.1** £2,000,000 (two million) for any and all liability resulting from defects in the Services; any claim under condition 11.1 (IPR Infringement); for breach of Condition 9 (Confidentiality); or negligence;

**12.3.2** for all other liability, the total Charges paid by the Customer under the Contract, unless otherwise agreed in the Contract.

## **13. Data Protection**

**13.1** Each Party will:

- a) only use any Personal Data of a Data Subject to carry out its obligations under this Contract and for its own legally justified records in relation to the Contract;
- b) keep the Personal Data of a Data Subject confidential other than where it is reasonably necessary for the purposes of carrying out its obligations under the Contract;
- c) report to the other Party any unauthorised access to, loss, theft or corruption of the Personal Data of a Data Subject received by it as soon as it comes to its attention;
- d) subject to any disclosure that is necessary to comply with the Contract or Applicable Laws, when processing Personal Data of a Data Subject for the purposes of the Services, use reasonable, regularly reviewed and proportionate measures to keep



such Personal Data secure and prevent the unauthorised disclosure of the Personal Data;

- e) use reasonable, regularly reviewed and proportionate measures to aid the other Party in complying with a Data Subject's rights under Data Protection Laws taking into account the nature of the Contract and the Personal Data;
- f) where Personal Data of a Data Subject is to be transferred, where a Party is acting as a Processor only use Sub-Processors that the other Party has approved and ensure that such Sub-Processors enter into terms with it that are no less onerous than these obligations with regards to the use of the Personal Data for the fulfilment of the Services;
- g) on the written request of the other Party, delete, provide access to or return (in a media reasonably specified by the requesting Party) all the Personal Data held by it after the termination of the Contract unless it is required to retain or store the Personal Data for legal purposes;
- h) following a reasonable written request, provide the other Party with all data that is reasonably necessary to demonstrate compliance with the provisions of this Condition 13 and allow the other Party occasional inspections (on reasonable written notice) of its premises where Personal Data is processed, to be conducted by the other Party or its auditor. Any such inspection shall be limited to reviewing the Personal Data and the technical and organisation measures in place to maintain the privacy and security of the Personal Data.

## **14. Term and Termination**

**14.1** Either Party may terminate the Contract by notice in writing if the other Party:

- a) is in material breach of any of its obligations under the Contract and (if the breach is capable of remedy) fails to remedy the breach within thirty (30) days;
- b) is unable to pay its debts as they mature, or suffers the appointment of a receiver, administrative receiver or administrator or the whole or any part of its assets or is the subject of any bankruptcy proceedings;
- c) if a Force Majeure Event continues for a period of sixty (60) days.

**14.2** Without limiting its other rights or remedies, Bell may suspend provision of the Goods and Services under the Contract or any other contract between the Customer and Bell if the Customer becomes subject to any of the events listed in Condition 14.1(a), or Bell reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

**14.3** The Customer may not terminate the Contract in whole in part for convenience. In the event of such cancellation, the Customer shall be liable to pay the Charges under the applicable Contract and any reasonable loss or expenses incurred by Bell due to such termination.

## **15. Consequences of Termination**

**15.1** On termination of the Contract:

**15.1.1** the Customer shall immediately pay to Bell all outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been

submitted, Bell shall submit an invoice, which shall be payable by the Customer immediately on receipt;

**15.1.2** the Customer shall return all of the Bell Materials and any deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Bell may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

**15.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations and 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 Contract which existed at or before the date of termination [or expiry].

**15.3** Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## **16. Insurance**

Both Parties agree to take out and maintain such insurance as is commercially prudent and reasonable with a reputable insurance company, including but not limited to employer's liability, public liability and professional indemnity.

## **17. Anti-bribery and corruption and facilitation of tax evasion**

**17.1** Each Party shall (and shall procure that its employees, agent, consultant, contractors and subcontractors shall):

**17.1.1** act in accordance with all applicable laws relating to bribery, corruption and the non-payment of secret commissions;

**17.1.2** not do, or omit to do anything likely to cause the other Party to be in breach of Applicable Laws;

**17.1.3** not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;

**17.1.4** maintain an effect anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance with Applicable Laws including the monitoring of compliance and detection of violations; and

**17.1.5** reasonably assist the other Party, to comply with its legal obligations related to bribery, corruption and secret commissions required by Applicable Laws any related costs shall be borne by the Party requesting assistance.

**17.2** Either Party shall promptly notify the other of any allegations of fraud, bribery, secret commissions or corrupt practises made against such Party in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations at any time during the term of the Contract.

## **18. Anti-Slavery**

**18.1** Each Party undertakes, warrants and represents that:

**18.1.1** it has not committed an offence under any Applicable Laws relating to the prevention of slavery ("**Anti-slavery Laws**"); or

- 18.1.2 it has not been notified that it is subject to an investigation relating to an alleged offence or prosecution under Anti-slavery Laws; or
- 18.1.3 it is not aware of any circumstances within its supply chain that could give rise to an investigation relating to an offence or prosecution under Anti-slavery Laws; and
- 18.1.4 it will promptly notify in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors or suppliers have breached or potentially breached any Anti-slavery Laws.

## **19. Assignment and Sub-contracting**

- 19.1 The Customer shall not assign the Contract without Bell's prior written consent, such consent not to be unreasonably withheld or delayed.
- 19.2 Bell shall be entitled to assign or sub-contract the Contract to any third party that it deems is appropriately skilled to provide the same Goods and/or Services. Bell shall remain primarily liable to the Customer for the acts or omissions of any sub-contractors.

## **20. Notices**

- 20.1 Where the Contract requires notice to be given by one Party to the other such notice shall be in writing and shall be delivered by hand, first class post or special delivery post to the following:
  - 20.1.1 in the case of delivery to Bell, to the CEO at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;
  - 20.1.2 in the case of delivery to the Customer to a Director at the Customer's registered office address; and
- 20.2 Notices will be deemed to have been duly served if delivered by hand at the time of delivery; if delivered by first class post or special delivery post 48 hours after being posted, provided that where in the case of delivery by hand such delivery occurs either after 4.00 on a Working Day, or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day;
- 20.3 in the case of communications relating to the Contract which do not relate to matters where the Contract requires notice to be given, communications may take place by email between the Parties using then current e mail addresses usually used between the Parties.

## **21. Force Majeure**

- 21.1 Neither Party shall be liable for the failure to perform its obligations under the Contract, if such failure results from a Force Majeure Event.
- 21.2 Each Party shall use all reasonable endeavours to limit the effects of any Force Majeure Event.
- 21.3 Each Party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

## **22. Non-solicitation**

- 22.1 The Parties undertake for the term of the Contract and for a period of twelve (12) months thereafter that they shall not either directly or indirectly employ (whether as employee or consultant) solicit or entice away the employees of the other Party.

**22.2** Nothing in the Contract shall limit the right of either Party to employ any person who has approached it in response to any public advertisement.

**22.3** If the Customer breaches Condition 22.1 and as a result of such breach the individual in question becomes employed or engaged by the Customer then the Customer shall pay to Bell by way of liquidated damages an amount equivalent to fifty percent (50%) of the then annual remuneration paid to such individual by Bell at the time of them ceasing to be employed or engaged by Bell.

## **23. General**

**23.1** If any clauses of the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such clauses shall be deemed omitted, all other clauses shall remain in full force and effect.

**23.2** The Contract is not intended to confer a benefit on any person who is not a party to it. A person who is not a party to a Contract may not enforce any of the provisions in it.

**23.3** No variation to the Contract shall be valid unless it is in writing and signed by a duly authorised representative of each of the Parties.

**23.4** Nothing contained in the Contract, and no action taken by the Parties pursuant to the Contract, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.

**23.5** The Contract and any document expressly referred to herein, contains the entire agreement between the Parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral between the Parties.

## **24. Governing Law**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.