

Terms & Conditions

Terms and Conditions

These terms and conditions apply to Your subscription for Services and the supply of Services by Us to You (**Contract**).

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions.

Authorised Users: Your employees, agents and independent contractors who are authorised by You to use the Services in a Branch, as further described in clause 2.2.

Branch: a defined location with a list of Authorised Users.

Branch Subscriptions: the subscriptions purchased by You pursuant to clause 9.1, on a Branch by Branch basis, which entitle Authorised Users to access and use the Services in accordance with this agreement.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or clause 11.7.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (a) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (b) any successor legislation to the GDPR or the Data Protection Act 1998.

Effective Date: the date of Our acceptance of Your subscription.

Introductory Offer: three months unless otherwise agreed.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, on any day other than a Saturday, Sunday or public holiday in England when banks are open for business.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by Us to You via www.mio.co.uk or any other website notified to You by Us from time to time, as more particularly described in the documents made available to You by Us setting out a description and user instructions.

Software: the online software applications provided by Us as part of the Services.

Subscription Fees: the subscription fees payable by You to Us for the Branch Subscriptions, as set out by Us from time to time in accordance with these terms and conditions.

Subscription Term: has the meaning given in clause 14.1 (being the Introductory Offer together with any subsequent Renewal Periods).

Support Services Policy: Our policy for providing support in relation to the Services as made available at www.mio.co.uk or such other website address as may be notified to You from time to time.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

We, Us or Our: TM Group (UK) Limited, a company incorporated in England and Wales with company number 05278187 whose registered office address is at 1200 Delta Business Park, Swindon, Wiltshire, SN5 7XZ.

You or Your: the person, firm or limited company that has subscribed for the Services.

Your Data: the data inputted by You, Authorised Users, or Us on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Contract.

2. Branch subscriptions

- 2.1 Subject to You purchasing the Branch Subscriptions in accordance with clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, We hereby grant to You a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Services during the Subscription Term solely for Your internal business operations.
- 2.2 You undertake that each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly, that each Authorised User shall keep his password confidential, and that each Authorised User shall not share access to their account with any other individual.
- 2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and We reserve the right, without liability or prejudice to Our other rights, to disable Your access to any material that breaches the provisions of this clause.

2.4 You shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) use the Services to provide services to third parties; or
- (d) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided under this clause 2.

2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and promptly notify Us in the event of any such unauthorised access or use.

2.6 The rights provided under this clause 2 are granted to You only, and shall not be considered granted to Your subsidiary or holding company (if any).

3. Additional Branch Subscriptions

You may, from time to time during any Subscription Term, purchase additional Branch Subscriptions and We shall grant access to the Services to such additional Authorised Users in accordance with the provisions of these terms and conditions.

4. Services

4.1 We shall, during the Subscription Term, provide the Services to You on and subject to these terms and conditions.

4.2 We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out once a calendar month during the maintenance window of 6.00 pm to 10.00 pm UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that We will use reasonable endeavours to give You notice in advance.

4.3 We will, as part of the Services and at no additional cost to the Customer, provide You with Our standard customer support services during Normal Business Hours.

5. Your Data

5.1 You shall own all right, title and interest in and to all of Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

5.2 In the event of any loss or damage to Your Data, Your sole and exclusive remedy against Us shall be for Us to use reasonable commercial endeavours to restore Your Data which has been lost or damaged from the latest back-up of Your Data maintained by Us in accordance with Our archiving procedure. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by Us to perform services related to Your Data maintenance and back-up for which it shall remain fully liable under clause 5.9).

5.3 In providing the Services, We shall comply with Our privacy and security policy relating to the privacy and security of Your Data available at www.mio.co.uk/privacypolicy.pdf (**Privacy Policy**).

5.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

5.5 The parties acknowledge that:

- (a) if We process any personal data on Your behalf when performing Our obligations, You are the data controller and We are the data processor for the

purposes of the Data Protection Legislation (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

- (b) the Privacy Policy sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.
 - (c) the personal data may be transferred or stored outside the EEA or the country where You and the Authorised Users are located in order to carry out the Services and Our other obligations under the Contract.
- 5.6 Without prejudice to the generality of clause 5.4, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us for the duration and purposes of this agreement so that We may lawfully use, process and transfer the Personal Data in accordance with the Contract on Your behalf.
- 5.7 Without prejudice to the generality of clause 5.4, We shall, in relation to any Personal Data processed in connection with the performance by Us of Our obligations under the Contract:
- (a) process that Personal Data only on Your written instructions unless We are required by the laws of any member of the European Union or by the laws of the European Union applicable to Us to process Personal Data (**Applicable Laws**). Where We are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, We shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from so notifying You;
 - (b) not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (i) You and We have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) We comply with reasonable instructions notified to it in advance by You with respect to the processing of the Personal Data;
 - (c) assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (d) notify You without undue delay on becoming aware of a Personal Data breach;

- (e) at Your written direction, delete or return Personal Data and copies thereof to You on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 5.
- 5.8 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 5.9 You consent to Us appointing third-party processors of Personal Data under this agreement. We confirm that we will enter into a written agreement with any third-party processor substantially on that third party's standard terms of business **OR** incorporating terms which are substantially similar to those set out in this clause 5. As between the You and Us, We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to this clause 5.
- 5.10 Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

6. Third party providers

You acknowledge that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by You, with any such third party. Any contract entered into and any transaction completed via any third-party website is between You and the relevant third party, and not Us. We recommend that You refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Our obligations

- 7.1 We undertake that the Services will be performed with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Our instructions, or modification or alteration of the Services by any party other than Us or Our duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, We will, at Our expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide You with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Your sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, We:
- (a) do not warrant that Your use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by You through the Services will meet Your requirements; and
 - (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 The Contract shall not prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

8. Your obligations

You shall:

- (a) provide Us with:
 - (i) all necessary co-operation in relation to the Contract; and
 - (ii) all necessary access to such information as may be required by Us;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting Your other obligations under these terms and conditions, comply with all applicable laws and regulations with respect to its activities under these terms and conditions;
- (c) carry out all of Your other responsibilities set out in these terms and conditions agreement in a timely and efficient manner. In the event of any delays in Your provision of such assistance as agreed by the parties, We may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (d) ensure that the Authorised Users use the Services in accordance with these terms and conditions and shall be responsible for any Authorised User's breach of these terms and conditions;
- (e) as soon as reasonably practicable, notify Us when any Authorised User is no longer employed or engaged by You
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for Us, Our contractors and agents to perform Our obligations under this agreement, including without limitation the Services;
- (g) ensure that its network and systems comply with the relevant specifications provided by Us from time to time; and
- (h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

9. Charges and payment

- 9.1 You shall pay the Subscription Fees to Us for the Branch Subscriptions in accordance with this clause 9 and the invoice documents provided by Us to You.
- 9.2 You shall on the Effective Date provide to Us valid payment details to allow Us to collect payment from you by whatever method of invoicing has been agreed.
- 9.3 If We have not received payment within 30 days after the due date, and without prejudice to any of Our other rights and remedies:
 - (a) We may, without liability to You, disable Your password, account and access to all or part of the Services and We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of National Westminster Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in these terms and conditions:
 - (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to Our invoice(s) at the appropriate rate.
- 9.5 We shall be entitled to increase the Subscription Fees and the fees payable in respect of Your Branch Subscriptions purchased pursuant to clause 3 upon 90 days' prior notice

to You and these terms and conditions shall be deemed to have been amended accordingly.

10. Proprietary rights

10.1 You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant You any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

10.2 We confirms that we have all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these terms and conditions.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under our agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute Our Confidential Information.
- 11.7 We acknowledge that Your Data is Your Confidential Information.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9 The above provisions of this clause 11 shall survive termination of the Contract, however arising.

12. Indemnity

- 12.1 You shall defend, indemnify and hold Us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Services, provided that:
- (a) You are given prompt notice of any such claim;
 - (b) We provide reasonable co-operation to You in the defence and settlement of such claim, at Your expense; and
 - (c) You are given sole authority to defend or settle the claim.

13. Limitation of liability

- 13.1 Except as expressly and specifically provided in the Contract:
- (a) You assume sole responsibility for results obtained from the use of the Services by You, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Us by You in connection with the Services, or any actions taken by Us at Your direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
 - (c) the Services are provided to You on an "as is" basis.
- 13.2 Nothing in the Contract excludes Our liability:
- (a) for death or personal injury caused by Our negligence; or
 - (b) for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

- (a) We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
- (b) Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the lower of £100,000 **OR** the total Subscription Fees paid for the Branch Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14. Term and termination

14.1 The Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Introductory Offer and, thereafter, the Contract shall be automatically renewed for successive periods of six months (each a **Renewal Period**), unless:

- (a) a party notifies the other party of termination, in writing, at least:
 - (i) 30 days before the end of the Introductory Offer; or
 - (ii) 90 days before the end of any Renewal Period,in which case this agreement shall terminate upon the expiry of the applicable Introductory Offer or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of the Contract;

and the Introductory Offer together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

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

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other 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;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the

court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(c) to clause 14.3(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 On termination of the Contract for any reason:

- (a) all licences granted shall immediately terminate and You shall immediately cease all use of the Services;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
- (c) We may destroy or otherwise dispose of any of Your Data in Our possession in accordance with clause 5.7(e), unless We receive, no later than ten days after the effective date of the termination of our agreement, a written request for the delivery to You of the then most recent back-up of Your Data. We shall use reasonable commercial endeavours to deliver the back-up to You within 30 days of its receipt of such a written request, provided that You have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Us in returning or disposing of Your Data; and

- (d) any 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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

We shall have no liability to You under the Contract if We are prevented from or delayed in performing Our obligations, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

16. Variation

No variation of the Contract shall be effective unless it is in writing and signed by Us (or Our authorised representatives).

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

Except as expressly provided in the Contract, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

19.2 If any provision or part-provision of the Contract is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Entire agreement

The Contract constitutes the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21. Assignment

21.1 You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under the Contract.

21.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under the Contract.

22. No partnership or agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. Third party rights

The Contract does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Governing law and jurisdiction

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