

## Business Terms

### 1. Interpretation

In these terms and conditions (Terms), unless the context otherwise requires, the following expressions shall have the following meanings:

**Business Day:** a day (other than a Saturday, Sunday, or public holiday) when the banks in London are open for business.

**Charges:** the sums payable for the Services calculated in accordance with clause 6.

**Client:** the person, company, business, firm or other undertaking who purchases the Services from the Supplier.

**Contract:** the contract between the Supplier and the Customer for the supply of the Services in accordance with these Terms formed pursuant to clause 2.2.

**Deliverable:** any output of the Services to be provided by the Supplier to the Customer as specified in the Proposal.

**Disbursement:** the cost of:

- (1) hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services which is either referred to in the Proposal or otherwise approved by the Client from time to time;
- (2) materials required by the Supplier to perform the Services; and
- (3) the Third Party Services.

**Force Majeure Event:** has the meaning given in clause 13.1.

**Material Adverse Circumstance:** any factor beyond the Supplier's reasonable control and which does or may materially and adversely affect the Supplier's performance of the Contract (including but not limited to increases in taxes and duties, and the availability and/or costs of labour or the Third Party Services, materials and manufacturing resources, and/or facilities) and which would not constitute a Force Majeure Event.

**Proposal:** means the written proposal for the work to be carried out by the Supplier submitted to the Client for their consideration in accordance with clause 2.1 and which, subject to clause 2.2, shall form the specification of the Contract.

**Rights:** all intellectual property including patents, utility models, rights to inventions, registered and unregistered trade marks, rights in get-up, rights in domain names, registered designs, unregistered rights in designs, trade

secrets, copyrights (including rights in software) and neighbouring rights, database rights, rights in know-how and all similar or other rights in the nature or character of intellectual property rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world.

**Services:** the services to be performed by the Supplier under the Contract as more particularly described in the relevant Proposal.

**Supplier:** Armstrong Design Limited, a company incorporated and registered in England and Wales with company number 04117531 whose registered office is at Ketts Farm, Old Road, Great Moulton, Norwich, NR15 2HA.

**Supplier Materials:** has the meaning given in clause 5.1.5

**Third Party Rights:** the Rights in any material or other input procured as a result of the Third Party Services.

**Third Party Services:** has the meaning given in clause 7.1

### 2. Basis of Contract

- 2.1. The Proposal constitutes the Supplier's invitation for the Client to offer to purchase the Services. The Proposal shall not constitute an offer.
- 2.2. Once signed by the Client, the Proposal constitutes the Client's written offer to purchase the Services in accordance with these Terms. The Contract is formed only when the Supplier has issued written confirmation that it accepts the Client's offer contained in the signed Proposal.
- 2.3. The Supplier may amend or withdraw the Proposal at any time before it has issued written acceptance in accordance with clause 2.2.
- 2.4. These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Each Contract shall constitute a separate contract for the supply of Services.
- 2.5. Except as required by clause 9, all Rights in the Proposal shall remain with the Supplier and the content of the Proposal shall be treated as confidential by the Client.

### 3. Supply of Services

- 3.1. In consideration of the Client paying the Charges, the Supplier will perform the Services.

3.2. Any performance dates set out in the Proposal or calculated in accordance with these Terms, shall be estimates only and time shall not be of the essence for the performance of the Services.

3.3. The Supplier warrants that the Services will:

3.3.1. subject to clause 6.4, be provided in accordance with the Proposal in all material respects; and

3.3.2. be performed with reasonable care and skill in accordance with generally accepted commercial practices.

3.4. If and to the extent that performance of the Services entails the supply of any goods then the Supplier warrants that such Deliverables shall:

3.4.1. be free from material defects in design, material and workmanship; and

3.4.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

3.4.3. be fit for any purpose expressly held out by the Supplier in a Proposal.

### 4. Approvals process

4.1. Subject to clause 4.4 and unless otherwise set out in the Proposal, the procedure set out in clauses 4.2 and 4.3 shall apply to the extent that any Deliverable is presented for the Client's acceptance. If a specific procedure for the acceptance of Deliverables is set out in the Proposal, then the terms of the Proposal shall prevail.

4.2. The Deliverable shall be deemed to be accepted by the Client upon the earliest of:

4.2.1. the expiration of 5 Business Days from the date on which the Deliverable is submitted to the Client for acceptance unless within such period the Client has expressly rejected the Deliverable in writing;

4.2.2. the Client's written confirmation being sent to the Supplier that the Deliverable is accepted (and for the avoidance of doubt, confirmation that the Deliverable is satisfactory or conforms to the Proposal shall be deemed to constitute acceptance); or

4.2.3. the use by the Client of the Deliverable in the normal course of its business (but the testing of any Deliverable to determine its acceptability shall not constitute acceptance).

#### 4.3. For the avoidance of doubt:

- 4.3.1. The client may reject a Deliverable by giving written notice to the Supplier within 5 Business Days of the date on which that Deliverable is presented for acceptance;
- 4.3.2. Notice served pursuant to clause 4.3.1 shall not operate to terminate the Contract but, subject to clauses 4.3.3, 4.3.4, and 4.3.5, the Supplier shall re-submit the relevant Deliverable for acceptance within 30 days of the date on which the Supplier receives the Client's notice under clause 4.3.1 or such other date as the Supplier and Client agree;
- 4.3.3. If the Client serves notice in accordance with clause 4.3.1 then the Supplier may at its discretion give written notice to the Client to terminate the Contract with immediate effect;
- 4.3.4. If the Deliverable is not accepted when re-submitted for acceptance pursuant to clause 4.3.2 then the Client may give the Supplier notice to terminate the Contract with immediate effect; and
- 4.3.5. Without prejudice to clause 7 and the Client's remedies for breach of the warranties at clauses 3.3 and 3.4:
  - 4.3.5.1. the Client shall remain liable for all Charges and Disbursements in respect of the Services and the Third Party Services up to and including the date on which the Contract is terminated; and
  - 4.3.5.2. the Client shall bear the Charges and Disbursements which accrue in or arise from the process of preparing and re-submitting the Deliverable for acceptance under clause 4.3.2.

4.4. The Client's right to reject a Deliverable under this clause 4.4 shall not apply to any Deliverables which are goods the supply of which the Supplier has procured from a third party pursuant to the terms of the Contract ("Goods"). If such Goods do not conform to the Contract then the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

For example: if under a Contract the Supplier designs a logo for the Client then the logo constitutes a Deliverable to which this clause 4 applies. However, if under the Contract the Supplier is to procure the supply of printed material from a third party then only clause 4.4 shall apply.

#### 5. Client's obligations

- 5.1. The Client shall:
  - 5.1.1. ensure that any information it provides, including any information in the Proposal, is complete and accurate;
  - 5.1.2. co-operate with the Supplier in all matters relating to the Services;
  - 5.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier;
  - 5.1.4. provide the Supplier with such information and materials as specifically set out in the Proposal or which the Supplier may otherwise reasonably require from time to time in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 5.1.5. keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") left at the Client's premises from time to time in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
  - 5.1.6. return to the Supplier on demand any or all of the Supplier Materials;
  - 5.1.7. comply with any additional obligations as set out in the Proposal.
- 5.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Default"), then without limiting or affecting any other right or remedy available to it, the Supplier shall:
  - 5.2.1. have the right to suspend performance of the Services until the Client remedies the Default, and to rely on the Default to relieve the Supplier from the performance of any of its obligations in each case to the extent the Default prevents or delays the Supplier's performance of any of its obligations; and
  - 5.2.2. not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations.

#### 6. Charges

- 6.1. Unless specifically stated otherwise in the Proposal [the Charges shall be calculated on a time and materials basis and]:
  - 6.1.1. the charges set out in the Proposal shall be an estimate only [and the Charges shall be calculated in accordance with the Supplier's daily fee rates]. The Supplier shall use its reasonable endeavours to notify the Client if the Supplier becomes aware that the Charges are likely to exceed the estimate set out in the Proposal and provide an indication of the total anticipated Charges; and
  - 6.1.2. the Charges do not include the Disbursements and the Supplier shall be entitled to charge the Client separately for the Disbursements.
- 6.2. In any event, where the Proposal states that the Charges are payable on a fixed charge basis the Supplier may increase such Charges by giving notice to the Client in the event that:
  - 6.2.1. the Supplier becomes, or is likely to become, subject to a Material Adverse Circumstance; or
  - 6.2.2. the Client asks the Supplier to change the nature of the Services or the timescales in which the Services are to be performed [and the Client acknowledges that the Supplier is not obliged to agree to any such requests].
- 6.3. Where the Proposal states that the Charges are payable on a fixed charge basis, then unless the Proposal expressly states to the contrary, the Charges shall exclude the Disbursements for which the Supplier shall be entitled to charge separately and in addition to the charges levied by the Supplier for performance of the Services.
- 6.4. The Supplier may, by written notice to the Customer, amend the Proposal after the Contract has been formed in the event of a Material Adverse Circumstance provided that the Supplier shall use its reasonable endeavours to procure that the Deliverables are as similar to the unamended Proposal as reasonably practicable.

#### 7. Third Party Services

- 7.1. The Client acknowledges that for the purpose of performing the Services, the Supplier shall commission third parties to provide materials and services for the benefit of the Client as identified in the Proposal or as approved by the Client from time to time ("Third Party Services").
- 7.2. In consideration of the Supplier procuring or agreeing to procure the Third Party Services, the Client shall pay for, and fully indemnify the

Supplier against any and all charges, losses, damages, demands, fees, expenses and costs (including legal costs) or other sums payable which the Supplier incurs, sustains or become liable to pay in respect of, in connection with or as a result of procuring the Third Party Services including, but not limited to:

7.2.1. the Disbursements or other sums paid or payable by the Supplier in respect of the Third Party Services;

7.2.2. the costs (including legal costs) or other sums incurred, paid or payable by the Supplier as a result of the failure of the Client to pay the costs of the Third Party Services when they fall due for payment by the Client in accordance with the Contract (including, but not limited to the cost of defending legal claims presented against the Supplier by suppliers of the Third Party Services and any damages ordered to be paid by the Supplier in connection therewith);

7.2.3. the sums set out at clause 7.3; and

7.2.4. the costs (including legal costs) incurred, paid or payable by the Supplier in recovering, or seeking to recover, any sum payable by the Client under this clause 7.2.

7.3. Clause 7.2 shall apply irrespective of whether the Third Party Services are or remain to be performed at any time after the Contract is terminated (howsoever termination is caused), and if the Contract is terminated the Client's liability under the indemnity in clause 7.2 shall include but not be limited to:

7.3.1. an amount equal to any Disbursements or other costs of the Third Party Services incurred prior to termination which are invoiced to the Supplier after termination;

7.3.2. any Disbursements or other sums incurred by or charged to the Supplier after termination in the event that it is not possible or reasonably practicable to cancel the contract for the Third Party Services;

7.3.3. any amount paid or payable to the third party by the Supplier in consequence of the cancellation of the Third Party Services (including sums the Supplier agrees to pay, or which a court orders the Supplier to pay, as damages or in settlement of a claim); and

7.3.4. legal costs in connection with any actual or potential claim brought against the Supplier in consequence of the termination or cancellation of the Third Party Services (whether or not such termination or cancellation is in breach of the Supplier's contract with the supplier of the Third Party Services).

7.4. Notwithstanding clause 8 and termination of the Contract, the Disbursements or the other sums due in accordance with clause 7.2 or clause 7.3 shall be payable on demand as a debt owed from the Client to the Supplier.

## 8. Terms of payment

8.1. Subject to clause 7 and clause 8.7 and unless otherwise stated in the Proposal:

8.1.1. the Supplier shall invoice the Client for the Charges and Disbursements monthly in arrears; and

8.1.2. the Client shall pay each invoice submitted to it within 30 days of the date of the invoice.

8.2. Time shall be of the essence for payment of the Charges and the Disbursements.

8.3. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where the Supplier makes any taxable supply to the Client for VAT purposes under the Contract, the Client shall, on receipt of a valid VAT invoice, pay the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

8.4. If the Client fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 11, 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 8.4 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

8.5. All amounts due from the Client under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) in full and in cleared funds to a bank account nominated by the Supplier in writing.

8.6. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services (including the Third Party Services) under the Contract or any other contract between the Supplier and the Client if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in 11.1, or the Supplier reasonably believes that the Client is about to become subject to any of them.

8.7. The Supplier may, by notice given to the Client upon or prior to formation of the Contract or at any time the Client becomes subject to any of the events in clause 11.1 (or if the Supplier reasonably suspects that the Client is about to become subject to any of them), require that payment be made upon production of a Invoice prior to the supply of any Services. The supply of any Services or the Third Party Services shall be conditional upon the payment of any such Invoice and the Supplier may suspend the Services and Third Party Services in accordance with clause 8.6 until such time as the Invoice and any other sums due from the Client to the Supplier are paid in full.

## 9. Intellectual Property Rights

9.1. Subject to clause 9.2 and clause 9.3, Rights in the Deliverables shall be owned by the Client on completion of the Services.

9.2. No Rights (other than in materials provided by the Client) shall vest in the Client under clause 9.1:

9.2.1. if expressly stated to the contrary in the Proposal;

9.2.2. unless and until all invoices payable by the Client in accordance with or arising under the terms of the Contract have been paid in full; or

9.2.3. if the Client does not accept the Deliverables in accordance with clause 4 (including, for the avoidance of doubt, if the Client expressly rejects the Deliverables).

9.3. Except to the extent expressly stated in the Proposal, the Client shall not own the Third Party Rights. The Supplier shall obtain a non-exclusive, royalty-free, non-transferable licence for the Client to use the Third Party Rights for the purposes and duration set out in the Proposal and the Supplier shall draw the terms of such licence to the attention of the Client. The Supplier shall have no liability for any breach by the Client of a Third Party Licence and nor shall the Supplier be obliged to procure the assignment of any Third Party Rights but shall, if requested by the Client, endeavour to procure a quote for an assignment of the Third Party Rights to the Client.

9.4. The Client shall indemnify the Supplier and keep it fully indemnified against all losses, costs (including legal costs), claims, demands, fines, penalties, expenses or other sums payable or sustained by the Supplier arising in, under, or in connection with:

9.4.1. the inclusion in any Deliverable or the use by the Supplier of any material or information provided by the Client which infringes the Rights of a third party; and

9.4.2. the breach or non-observance by the client of the terms of any Third Party Licence.

## 10. Limitation of Liability

- 10.1. The Supplier has insurance cover in respect of its legal liability to the Client for individual claims not exceeding £2,000,000 (two million pounds) per claim. The limits and exclusions in this clause 10 reflect the insurance cover the Supplier has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 10.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 10.2.1. death or personal injury caused by negligence;
  - 10.2.2. fraud or fraudulent misrepresentation; and
  - 10.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.3. Subject to clause 9.2, the Supplier's total and aggregate liability to the Client in respect of each Contract, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lower of (1) £2,000,000 (two million pounds) or (2) 250% of the aggregate total of the Charges and Disbursements payable pursuant to the relevant Contract.
- 10.4. The Supplier shall not be liable for any of the following types of loss and the Supplier's liability for these losses is wholly excluded:
- 10.4.1. loss of profits;
  - 10.4.2. loss of sales or business;
  - 10.4.3. loss of agreements or contracts;
  - 10.4.4. loss of anticipated savings;
  - 10.4.5. loss of use or corruption of software, data or information;
  - 10.4.6. loss of or damage to goodwill; or
  - 10.4.7. indirect or consequential loss.
- 10.5. Save as set out in clause 10.2, the Warranties set out in clause 3.3 and, if applicable, clause 3.4 are the only warranties given in respect of the Services. All other warranties or terms implied by law, including but not limited to sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982, are excluded from the contract to the fullest extent implied by law.

## 11. Termination

- 11.1. 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:
- 11.1.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
  - 11.1.2. 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), 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;
  - 11.1.3. 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
  - 11.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:
- 11.2.1. the Supplier serves notice in accordance with clause 4.3.3;
  - 11.2.2. the Client fails to pay any amount due under the Contract on the due date for payment; or
  - 11.2.3. there is a change of control of the Client.

## 12. Consequences of termination

- 12.1. On termination of the Contract (howsoever arising):
- 12.1.1. the Supplier may submit an invoice in respect of Services supplied but for which no invoice has already been submitted which shall be payable by the Client in accordance with clause 8; and
  - 12.1.2. the Client shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. Until they

have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 12.2. For the purposes of clause 12.1.1, if the Charges are not calculated on a time and materials basis then the Supplier shall acting reasonably determine the amount payable by the Client taking into account the due, fair and reasonable proportion of the Services supplied up to and including the time at which the Contract is terminated and the total Charges due if the Services were to be fully performed. The Supplier's estimate of the Charges payable under this clause 4.3 shall be binding on the Client save in the case of fraud or manifest error.
- 12.3. 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 Contract which existed at or before the date of termination or expiry.
- 12.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, shall remain in full force and effect. Without prejudice to the foregoing, clauses 6, 7, 8, 9, 10, 11, 12, and 13 shall continue in force on or after termination.

## 13. General

- 13.1. Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure reasonably results from events, circumstances or causes beyond its reasonable control (Force Majeure Event). The Party affected by a Force Majeure Event shall be permitted a commensurate extension of time to perform its obligations under the Contract. If because of a Force Majeure Event the period of delay or non-performance continues for 20 Business Days, the party not affected may terminate this Contract by giving written notice of not less than 10 Business Days to the affected party provided that such notice shall be of no effect if the Force Majeure Event ceases to affect the affected party before such notice expires.
- 13.2. Assignment and other dealings
- 13.2.1. the Supplier may at any time subcontract or delegate its obligations under the Contract. Notwithstanding the foregoing, the Client expressly consents to the appointment of any third parties for the purpose of obtaining the Third Party Services or otherwise specifically referred to in the Proposal.

13.2.2. save to the extent permitted by clause 13.2.1 neither party shall 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 without the prior written consent of the other party.

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.

(Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### 13.3. Confidentiality

13.3.1. Other than as strictly required in order to perform its obligations under this agreement neither party shall use or disclose any Confidential Information belonging to the other party without that other party's prior written consent. The Supplier may, however, make use of any general promotional intelligence which it gains in the course of providing the Services to the extent that such information is not Confidential Information.

13.7. 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 shall not affect the validity and enforceability of the rest of the Contract.

13.12. 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.

13.3.2. Upon termination of this agreement, for whatever reason, both parties shall return all and any Confidential Information including any copies in their possession to the other, or if such return is not possible, provide evidence of secure and proper destruction of such Confidential Information within 30 days of the termination date.

### 13.8. Notices

13.8.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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).

13.13. 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.

### 13.4. Entire agreement

13.4.1. 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.

13.8.2. Any notice shall be deemed to have been received:

13.8.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

13.4.2. 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.

13.8.2.2. 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 at the time recorded by the delivery service.

13.4.3. Nothing in this clause shall limit or exclude any liability for fraud.

13.8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.5. Variation. Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.9. Conflict between Terms and the Proposal. In the event of any conflict between these Terms and the Proposal then these Terms shall take precedence except where these Terms expressly state otherwise.

13.6. Waiver. 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. 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

13.10. No Partnership or Agency. Nothing in this agreement 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13.11. Third party rights. Unless expressly stated otherwise in the Proposal, the Contract does not give rise to any rights under the Contracts