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# Dyson Farming Research

## Terms and conditions

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**Reviewed by:** Richard Meredith, Head of Dyson Farming Research

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**Approved by:** Steve Barker, Commercial Director

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Dyson Farming Limited  
Public

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# Document control

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## Revision history

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Version	Date	Author	Summary of changes
1.0	26/01/23	Richard Meredith	Reformat and revision

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# Overview

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This document provides:

- Terms of use for all Dyson Farming Research services and deliverables.
  - Payment terms for subscribers to Dyson Farming Research.
  - Details of how we use your data.
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# 1.0 Introduction

Please read this agreement thoroughly before visiting [research.dysonfarming.com](https://research.dysonfarming.com) or contact the Research Team on 01526 322058 or [research@dysonfarming.com](mailto:research@dysonfarming.com).

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## 1.1 Supplier of services

These terms and conditions (as amended from time to time in accordance with clause 18 (*Variation*)) (Conditions) set out the basis on which Dyson Farming Limited, operating under the trading name Dyson Farming Research (Supplier), will carry out its supply of services to you, including the provision of the deliverables, as set out more particularly in the Engagement Letter (Services).

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## 1.2 Rules of interpretation

The following rules of interpretation apply to these Conditions:

- 1.4.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of these Conditions shall apply for the purposes of these Conditions to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, the Supplier.
- 1.4.2 A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4.4 A reference to writing or written includes email.

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# 2.0 Acknowledgement that services do not constitute advice

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## 2.1 Recipient of services

You, as the recipient of the Services (Customer), acknowledge and agree that the Supplier is an aggregator and provider of information for general information purposes only and does not provide investment, agronomic, farming or other professional advice whether to the Customer or otherwise.

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## 2.2 Direct reliance

The Customer acknowledges and agrees that it shall not place direct reliance on any materials produced or provided by the Supplier in relation to or in connection with the Services in any format whether oral, written, electronic, or otherwise, including without limitation, reports, information, data, diagrams and specifications (Deliverables). The Customer shall have responsibility for obtaining professional or specialist advice to assist in understanding and interpreting the Deliverables and their relevance and implications before taking or refraining from taking action based on the Deliverables.

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## 2.3 Deliverables

The Supplier makes no representations, warranties, or guarantees whether express or implied, as to the accuracy of Deliverables.

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## 2.4 Losses and damages

The Supplier is not responsible for any losses or damage resulting from any decisions of the Customer, or anybody accessing the Services or viewing or using in any way the Deliverables, that are made in reliance on or by reference to any of the Deliverables. Any decisions made in reliance on any of the Deliverables shall be entirely the responsibility of the Customer and shall be made by the Customer at its (or their) own risk.

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## 2.5 Agreement of conditions

The Customer shall include any person forming part of the group identified in the Engagement Letter and who is permitted to receive the benefit of any of the Services or Deliverables or has agreed to be bound by these Conditions (each a Beneficiary and together the Beneficiaries).

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# 3.0 Basis of contract

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## 3.1 Engagement letter

The engagement letter accompanying these Conditions (Engagement Letter) constitutes an offer by the Supplier for the Customer to purchase the Services in accordance with these Conditions.



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### 3.2 Offer

The offer shall be deemed to be accepted when the Engagement Letter has been signed by the Customer and returned to the Supplier, or, if the Engagement Letter has not been signed and returned, upon receipt of the Services by the Customer.

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### 3.3 Samples, drawings, descriptive matter and advertising

Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Conditions or have any contractual force.

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### 3.4 Exclusions

These Conditions apply to the exclusion of any other terms and conditions that the Customer has issued, seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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### 3.5 Quotation

Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 14 days from its date of issue.

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## 4.0 Supply of services

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### 4.1 Consideration of charges

In consideration of the charges set out in the Engagement Letter (within the paragraph headed "Pricing and Payment Terms") (Charges), the Supplier shall supply the Services to the Customer in accordance with the Engagement Letter and these Conditions in all material respects.

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### 4.2 Reasonable endeavour

The Supplier shall use all reasonable endeavours to meet any performance dates as may be specified in the Engagement Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

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### 4.3 Right to amend

The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

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### 4.4 Reasonable care and skill

The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

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## 5.0 Customer's obligations

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### 5.1 The customer shall:

The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

- 5.1.1 co-operate with the Supplier in all matters relating to the Services, including arriving on time for any face-to-face presentation;
- 5.1.2 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- 5.1.3 comply with all applicable laws, including health and safety laws; and
- 5.1.4 comply with any additional obligations as set out in the Engagement Letter and these Conditions.

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### 5.2 Supplier's performance

If the Supplier's performance of any of the Services or these Conditions is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- 5.2.1 without limiting or affecting any other right or remedy available to it, the Supplier 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 the Supplier's performance of any of its obligations;

- 5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 0; and
- 5.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

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## 6.0 Charges and payment

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### 6.1 Charges for the services

The Charges for the Services shall be as set out in the Engagement Letter.

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### 6.2 Invoice

The Supplier shall invoice the Customer within 28 days of the date or dates for payment as set out in the Engagement Letter.

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### 6.3 Payment

The Customer shall pay each invoice submitted by the Supplier:

- 6.3.1 within 28 days of the date of the invoice; and
- 6.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier,  
and time for payment shall be of the essence.

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### 6.4 Refunds

All amounts paid by the Customer are non-refundable.

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### 6.5 VAT

All amounts payable by the Customer are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made by the Supplier to the Customer, the Customer shall, on

receipt of a valid VAT invoice from the Supplier, pay to 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.

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## 6.6 Failure to pay

If the Customer fails to make a payment due to the Supplier by the due date, then, without limiting the Supplier's remedies under clause **Error! Reference source not found.**, the Customer 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 0 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

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## 6.7 Set-off, counterclaim, deduction and withholding

All amounts due 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).

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# 7.0 Intellectual property rights

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## 7.1 Definition

- 7.1.1 For the purposes of this clause 7, Intellectual Property Rights shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 7.1.2 All rights, title and interest to all Intellectual Property Rights in or arising out of or in connection with the Services or the Deliverables shall be owned by the Supplier.
- 7.1.3 The Customer acknowledges and agrees that the content or information presented or supplied to the Customer through the Services may be protected by Intellectual Property Rights or other property rights and laws. Except where expressly provided otherwise by the Supplier, nothing in the Services or the Deliverables or these Conditions shall be construed to confer any licence to any of the Supplier's Intellectual Property Rights, whether by implication or otherwise.

7.1.4 The Customer shall indemnify and keep indemnified the Supplier against any and all claims, losses, costs, damages, liabilities and expenses (including without limitation, reasonable legal fees and expenses paid to or for the benefit of any third party) arising from or in connection with the Customer's alleged or actual infringement of the Supplier's Intellectual Property Rights.

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## 8.0 The deliverables

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### 8.1 Personal use

Subject to the payment of the Charges, the Deliverables or any other information provided as part of, or in connection with the Services, are for the Customer's exclusive personal use and shall only be used for the purposes contemplated by these Conditions and in accordance with clause 2 (*Acknowledgement That Services Do Not Constitute Advice*) (Authorised Use).

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### 8.2 Reproduction

The Customer shall not reproduce, sell, copy, distribute or modify in any way any of the Deliverables.

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### 8.3 Printing and downloading

The Customer may print or download Deliverables provided to the Customer in electronic format provided that such Deliverables are:

- 8.1.1 used in accordance with the Authorised Use; and
- 8.1.2 not sold or distributed wholly or in part to any party who is not a Customer or Beneficiary or modified in any way.

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## 9.0 Data protection

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### 9.1 Definitions

For the purposes of this clause **Error! Reference source not found.** the following words and expressions shall have the following meanings:

- 9.1.1 Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures shall have the meanings given to them in the Data Protection Legislation;
- 9.1.2 Data Protection Legislation means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party; and
- 9.1.3 UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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## 9.2 Compliance

The Supplier and the Customer will comply with all applicable requirements of the Data Protection Legislation. This clause **Error! Reference source not found.** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause **Error! Reference source not found.**, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

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## 9.3 Purposes

The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.

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## 9.4 Consents and notices

Without prejudice to the generality of clause 9.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of these Conditions.

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## 9.5 Personal data

Without prejudice to the generality of clause 9.2, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under these Conditions:

- 9.5.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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);
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 9.5.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
  - the data subject has enforceable rights and effective legal remedies;
  - the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 9.5.5 assist the Customer, at the Customer's 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;
- 9.5.6 notify the Customer without undue delay on becoming aware of a personal data breach;
- 9.5.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- 9.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause **Error! Reference source not found.**

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# 10.0 Limitation of liability

## THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

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### 10.1 Limits of liability

Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:

10.1.1 death or personal injury caused by negligence; or

10.1.2 fraud or fraudulent misrepresentation.

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### 10.2 Liability

Subject to clause 10.1, the Supplier's total aggregate liability to the Customer (which for the avoidance of doubt shall include all Beneficiaries) shall in no event exceed £25,000 (twenty-five thousand pounds). The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Conditions. The Customer acknowledges and agrees that it considers the limitations set out in this clause 10.2 to be fair and reasonable having had regard to the nature of the Services and the related Charges.

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### 10.3 Liabilities

The Supplier shall not under any circumstances whatever be liable to the Customer or any other Beneficiary, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Conditions for:

10.3.1 any loss of profits, loss of sales or business, loss of agreements or contract, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, indirect or consequential loss; or

10.3.2 any loss arising out of the use of, or reliance on the Deliverables in a manner contrary to the limitations set out and acknowledged and agreed by the Customer at clause **Error! Reference source not found.** (*Acknowledgement That Services Do Not Constitute Advice*).

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### 10.4 Supplier's collective aggregate

Where there is more than one Beneficiary, the limitation in this clause **Error! Reference source not found.** shall be the Supplier's collective aggregate liability to the Customer which for the avoidance of doubt shall include all Beneficiaries and shall be apportioned amongst them. No Beneficiary shall dispute or challenge the validity,



operation, or enforceability of this clause on the basis that no such apportionment has been agreed or on the ground that the agreed share of the limitation amount so appointed to any Beneficiary is unreasonably low.

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## 10.5 Exclusions

The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.

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## 10.6 Claims

Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire twelve months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

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## 10.7 Survive termination

This clause **Error! Reference source not found.** shall survive termination of these Conditions.

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# 11.0 Termination

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## 11.1 Notice

Without affecting any other right or remedy available to it, the Supplier may terminate the Services and any other obligations owed under these Conditions by giving the Customer one months' written notice.

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## 11.2 Written notice

Without affecting any other right or remedy available to it, either party may terminate the Services and any other obligations owed under these Conditions with immediate effect by giving written notice to the other party if 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 these Conditions has been placed in jeopardy.

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## 11.3 Failure to pay

Without affecting any other right or remedy available to it, the Supplier may terminate the Services and any obligations under these Conditions with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under these Conditions on the due date for payment.

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#### **11.4 Failure to pay**

Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under these Conditions or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under these Conditions on the due date for payment, the Customer becomes subject to the event listed in clause 11.2, or the Supplier reasonably believes that the Customer is about to become subject to it.

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## **12.0 Consequences of termination**

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### **12.1 Outstanding payments and deliverables**

On termination of the Services and any other obligation owed under these Conditions:

12.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.1.2 the Customer shall return any Deliverables which have not been fully paid for.

---

### **12.2 Rights, remedies and obligations**

Termination or expiry of these the Services and any other obligations owed under these Conditions 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 these Conditions which existed at or before the date of termination or expiry.

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### **12.3 Provisions**

Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Conditions shall remain in full force and effect.

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## **13.0 Joint and several liability**

The Customer and all Beneficiaries shall be jointly and severally liable for their obligations, undertakings and liabilities under these Conditions and the Engagement Letter.

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## 14.0 Force majeure

Save in relation to the payment of any Charges, neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

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## 15.0 Assignment and other dealings

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### 15.1 Supplier assignment

The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Conditions.

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### 15.2 Customer assignment

The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the these Conditions without the prior written consent of the Supplier.

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## 16.0 Confidentiality

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### 16.1 Third parties

Each party undertakes that it shall not at any time disclose to any third party any confidential information concerning the Services, Deliverables, business, affairs, customers, clients or suppliers of the other party.

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## 16.2 Confidential information

Neither party shall use the other party's confidential information for any purpose other than to perform its respective obligations under these Conditions.

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# 17.0 Entire agreement

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## 17.1 Entire agreement

These Conditions and the Engagement Letter constitute 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.

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## 17.2 Misrepresentation

Each party acknowledges that in entering into these Conditions 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 these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

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## 17.3 Exclusion of liability

Nothing in this clause 17 shall limit or exclude any liability for fraud.

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# 18.0 Variation

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

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# 19.0 Waiver

A waiver of any right or remedy under these Conditions 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 these Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

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## 20.0 Severance

If any provision or part-provision of these Conditions 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 these Conditions.

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## 21.0 Notices

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### 21.1 Exclusion of liability

Any notice given to a party under or in connection with these Conditions 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 or if the Customer is an individual at an address specified by the Customer from time to time.

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### 21.2 Exclusion of liability

Any notice shall be deemed to have been received:

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

21.2.2 if sent by pre-paid first-class post the next working day delivery service, at 9.00 am on the second Business Day (being a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business) after posting or at the time recorded by the delivery service; and

21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 0, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.2.4 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.

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## 22.0 Third party rights

These Conditions do not give rise to any party other than the Customer and the Supplier having rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

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## 23.0 Governing law

These Conditions, 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.

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## 24.0 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 these Conditions or its subject matter or formation.

**The Customer acknowledges in signing the Engagement Letter that it has read clauses 2.1 to 2.4 and 10 of these Conditions and acknowledges and agrees to the limitations set out therein, which are considered reasonable having regard to the nature of the Services and the related Charges.**