

## Terms and Conditions

### 1. Interpretation

- 1.1. Clause, schedule and paragraph headings are for convenience only and shall not affect the interpretation or construction of the Contract.
- 1.2. Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, unincorporated association, firm, partnership or other legal entity.
- 1.3. The words 'other' 'including' and 'in particular' shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.4. References to any statute or statutory provision shall include (a) any subordinate legislation made under it (b) any provision which it has modified or re-enacted (whether with or without modification) and (c) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.
- 1.5. All references to clauses, schedules and paragraphs are to the clauses, schedules and paragraphs in the Contract unless otherwise stated.
- 1.6. The following definitions apply to this Contract:

**Acceptance Letter:** means the letter sent by CEEQUAL to the Applicant accepting the Applicant's Application Form and application for their project to be Certified by CEEQUAL, CEEQUAL sending the Acceptance Letter is also the point in time in which the Contract becomes legally binding.

**Affiliate(s)** means a group corporate body including any subsidiary, holding company, parent or ultimate parent company of a party as of the date of the Contract.

**Applicant Materials:** means any documents, slides, policies, drawings or other documentary evidence provided by the Applicant or their agent to CEEQUAL in performance of this Agreement and to further a CEEQUAL application or Certification.

**Applicant:** means the Party nominated as the "Applicant" on the Registration form or as named in the Proposal and the Applicants agents from time to time.

**Application Form:** means the application form completed by the Applicant and submitted to CEEQUAL to apply for the Applicant's project to be CEEQUAL certified.

**Application:** means the Application for Certification to the CEEQUAL scheme, of an infrastructure Project as set out in the Proposal.

**Assessor:** means the CEEQUAL qualified individual appointed by the Applicant to assess a Projects compliance with the CEEQUAL scheme and standard.

**Background IPR:** means any Intellectual Property Rights (including Confidential Information) other than Foreground Intellectual Property which is used in the course of or in connection with the Contract.

**CEEQUAL Marks:** means the following names and logos: "CEEQUAL", "BRE", "BRE Global", "BREEAM", "LPCB", "BRE Testing", "SABRE", "Building Research Establishment", "BRE Databook", "BRE Templater", "HQM", "Home Quality Mark" "Redbook", "Greenbook",

“BRE Global Listings”, “BRE Global Certification”, and any other trademark or service mark (whether registered or unregistered) which is owned by CEEQUAL from time to time.

**CEEQUAL:** means BRE Global Limited (trading as CEEQUAL) a company registered in England and Wales with company registration number 08961297 with the registered business address of Bucknalls Lane, Garston, Watford, Hertfordshire, WD25 9XX.

**Certification:** means the process of certifying that the Assessors assessment of a Project meets the requirements of the CEEQUAL standard and scheme through verification.

**Confidential Information:** means each Party's and their respective Affiliate's confidential information including though not limited to the business, affairs, customers, clients or suppliers of each Party (together with confidential information in Background IPR), disclosed by or on behalf of that Party to the other Party pursuant to the terms of the Contract, and any Results in which that Party owns the Intellectual Property;

**Contract:** has the meaning given to it in Clause 2.

**Deliverables:** means the output of the Services including but not limited to the Project certificate.

**DP Legislation:** means the General Data Protection Regulation (EU 2016/679), Data Protection Act 2018, and any legislation which amends, re-enacts or replaces it in England and Wales.

**Fee Sheet:** shall mean the sheet of Fees for an application and certification available on the CEEQUAL website at [insert website] and as may be updated and amended from time to time.

**Fees:** shall mean the sum paid by the Customer to CEEQUAL in accordance with the Proposal, these Terms and Conditions and the Fee Sheet.

**Foreground IPR:** means any Intellectual Property Rights arising and/or created and/or developed during the supply of the Services.

**Health and Safety Policy:** the health and safety policy of the Applicant as provided to BRE on request

**Intellectual Property Rights or IPR:** means patents, utility models, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of Information (including know-how and trade secrets), semiconductor topography rights, image rights, rights of personality and other similar rights, 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.

**Party (Parties):** means either CEEQUAL and/or the Applicant.

**Project:** means the infrastructure project for which the Applicant is making an Application for Certification.

**Proposal:** shall mean the offer in the form of a proposal or quotation letter which sets out the Services BRE is to deliver for the Customer together with any Special Conditions which may apply as agreed between the Parties.

**Publish:** shall mean the publication of an abstract, clause or paper in a journal or an electronic repository, or its presentation at a conference or seminar, or other announcement or like communication relating to this Contract or the Deliverables.

**Representative(s):** shall mean any employee, officer, consultant or other professional adviser of a Party.

**Services:** means the services to be supplied by CEEQUAL as set out in the Proposal and for the Furtherance of an Application for CEEQUAL Certification of a Project.

**Special Conditions:** means any additional terms and conditions which the Parties agree in writing shall apply to the Contract.

**Term:** has the meaning given to it in Clause 4.

**Terms and Conditions:** means these terms and conditions.

**Verifier:** means the individual appointed by CEEQUAL to verify the accuracy and compliance of the Assessors assessment of a Project.

## 2. Contract

2.1. This Contract ("the Contract") is consists of:

2.1.1. The Application Form

2.1.2. These Terms and Conditions;

2.1.3. the Special Conditions (if any);

2.1.4. the Proposal (if any);

2.1.5. any scheme documentation identified in the Proposal and as may be updated from time to time;

2.1.6. PN100 (CEEQUAL's Complaints and Appeals Procedure) as updated from time to time; and

2.1.7. The Acceptance Letter.

2.2. In completing the Application Form, you are making an offer to contract with CEEQUAL, the Contract is not legally binding until CEEQUAL have accepted the Applicants' Application Form and issued the Acceptance Letter, once an Application Form has been submitted it cannot be withdrawn without prior consent of CEEQUAL. Such consent not to be unreasonably withheld.

2.3. In the event of conflict between any of the provisions contained in any of the documents comprising the Contract the conflict will be resolved in the order in which the documents appear in Clause 2.1 above.

2.4. The Contract embodies and sets forth the entire agreement and understanding of the Parties and supersedes any prior oral or written agreements, understandings or arrangements relating to the subject matter of the Contract.

2.5. Neither Party shall be entitled to rely on any warranty, statement, promise or representation by the other Party, which is not expressly stated in the Contract.

- 2.6. Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for Breach of contract and irrevocably waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.

### **3. Overriding Condition**

- 3.1. The Applicant hereby agrees to abide by the principles of the Ten (10) 'Principles' of the UN Global Compact in all material aspects relating to the Project.
- 3.2. Should it be discovered, by whatever means, that the Applicant has not upheld or abided by the Ten (10) Principles of the United Nations Global Compact within their sphere of influence on the Project, CEEQUAL reserve the right to withdraw or withhold the CEEQUAL Certification of the Project and Deliverables. .
- 3.3. CEEQUAL does not require any Project participants to formally sign up to the United Nations Global Compact Principles.
- 3.4. Details of the Ten (10) Principles can be found at <https://www.unglobalcompact.org/what-is-gc/mission/principles>

### **4. The Applicant 's Responsibilities**

#### Prior to the Project Certification

- 4.1. The Applicant, at its own expense, in a timely manner and prior to CEEQUAL beginning the Services must:
- 4.1.1. Employ a suitably qualified CEEQUAL Assessor who has completed and passed the CEEQUAL Assessor Training Course and who has maintained any ongoing competency requirements as provided for in the CEEQUAL Assessor Code of Conduct.
- 4.1.2. Provide CEEQUAL with all necessary documents, evidence, assistance and otherwise comply with CEEQUAL's reasonable requests when such is required in performance of the Services;
- 4.1.3. Facilitate any Verifier site visits and ensure all necessary permissions and consents are obtained from the owner or occupier of any site and that the owner or occupier holds all necessary insurances to cover any liabilities that may arise including (but not limited to) personal injury, accidental damage to equipment or property, damage or injury to third parties caused by or resulting from the tests or investigations of CEEQUAL. The certificates for such insurances shall be made available to CEEQUAL upon request, failure to do so may result in CEEQUAL cancelling the visit and no refund will be provided.

#### Once Project has passed a stage of Certification and a Certificate has been issued

- 4.2. The Applicant, in addition to its obligations in clause 4.1, shall:
- 4.2.1. not to "pass off" similar Projects that have not been Certified as Certified;
- 4.2.2. Notify CEEQUAL in writing of any changes to its contact details or legal entity;
- 4.2.3. only use any CEEQUAL Marks, or claim Certification which:
- a) relates to the Project which has been certified under this Contract; and
  - b) as permitted by "PN274 Guidance and rules for use of CEEQUAL logos and marks" as amended and updated from time to time;

4.2.4. upon notification from CEEQUAL that Certification has been withdrawn or suspended, immediately cease using and remove any CEEQUAL Marks, or any claim of Certification relating to the specific Project from any websites or marketing materials

## **5. CEEQUAL Obligations**

5.1. In performance of its obligations under this Contract CEEQUAL:

5.1.1. Shall appoint a suitable qualified Verifier who shall act to verify and audit any CEEQUAL assessment to be performed by the Applicant's CEEQUAL Assessor. CEEQUAL reserves the right to change the appointed Verifier at any time. CEEQUAL shall consider any representations made by the Applicant in relation to the appointment of the Verifier, however such appointment is entirely at CEEQUALS discretion.

5.1.2. may appoint an assistant or apprentice Verifier or other persons to assist the Verifier in carrying out his or her duties

5.1.3. shall supply the Services using all reasonable care, skill and diligence as set out in the Proposal.

## **6. Term**

Unless otherwise stated in the Proposal, the Contract shall commence on the date of the issuing of the Acceptance Letter by CEEQUAL, and shall automatically terminate upon completion of the Services, unless terminated earlier in accordance with Clause 14.

## **7. Fees and payment terms**

7.1. The Applicant shall pay the Fees to CEEQUAL in accordance with the Acceptance Letter.

7.2. The Fee is exclusive of value added tax.

7.3. All sums payable to CEEQUAL shall be paid by the Applicant within 30 days of the date of CEEQUAL's invoice.

7.4. All Fees payable to CEEQUAL shall be payable in full without offset or deduction. If a payment due to CEEQUAL under this Contract is subject to tax (whether by way of direct assessment or withholding at its source), CEEQUAL shall be entitled to receive from the Applicant such amounts as shall ensure that the net receipt, after tax, to CEEQUAL in respect of the Fees and payment is the same as it would have been should the Fees or payment not had been subject to tax.

7.5. If payment of a sum is not received by CEEQUAL within 30 days from date of that invoice, CEEQUAL may:

7.5.1. exercise its statutory right to claim interest and compensation for debt recovery under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002 as amended from time to time; and/or

7.5.2. cease all further work and withhold the supply of the Services, the provision of any Deliverables and Certification, until payment is received by CEEQUAL.

7.6. The Fees exclude any time and expenses of any Assessors on the Project and The Applicant hereby acknowledge that they shall be solely liable for the payment of such.

7.7. In the event that the Project or any verification made under that project is delayed in excess of 12 months then CEEQUAL, acting reasonably shall have the right to amend, adjust or

otherwise increase the Fees quoted within the Proposal to bring in line with the current Fee Scale at the time of verification.

7.8. CEEQUAL may at any time and without notice adjust the Fee Scale for future Projects.

## **8. Intellectual Property**

8.1. Subject to this Clause 7, all Background IPR is, and shall remain, the exclusive property of the Party owning it, or where applicable, the third party from which its right to use the Background IPR is derived.

8.2. The Applicant grants to CEEQUAL a royalty free, non-exclusive, non-transferrable, world-wide licence to use its Background IPR to supply Services, produce the Foreground IPR and to use data contained within such in an anonymised and aggregated form for reporting purposes and further development of CEEQUAL products and services.

8.3. CEEQUAL shall own all Foreground IPR and all Applicant Materials embodying such rights to the fullest extent permitted by law.

8.4. CEEQUAL grants to the Applicant, and subject to Clause 8 and 9, a royalty-free, revocable, global, perpetual licence to any Deliverables and to obtain the full benefit of the Services.

8.5. The Applicant undertakes to CEEQUAL:

8.5.1. to do all acts necessary to confirm that absolute title in all Foreground IPR in the Deliverables has passed, or will pass, to CEEQUAL;

8.5.2. not to register nor attempt to register any of the Foreground IPR in the Deliverables, unless expressly requested in writing to do so by CEEQUAL; and

8.5.3. not to give permission to any third party to use any of the Deliverables, nor any of the Foreground IPR in the same.

8.6. CEEQUAL warrants, that insofar as it is aware, that the receipt and the use of the Deliverables by the Applicant shall not infringe the rights of any third party.

8.7. The Applicant warrants, to the extent that Background IPR may be the property of a third party, that all necessary consents, permissions or licences have been obtained from any such third party and the terms of such permit the disclosure of the Background IPR to CEEQUAL for the purposes of performing the Services.

## **9. Permitted Use**

9.1. Where the Applicant wishes to Publish the Deliverables (whether in soft and or in hard copy), the Applicant must Publish the Deliverables in their full and unedited state and must not do anything to mislead industry, consumers or any third party, or in a way that suggests or infers endorsement, approval or certification by CEEQUAL where no such endorsement, approval or certification exists.

9.2. The Applicant must immediately notify CEEQUAL if it becomes aware of the unauthorised use of the whole or any part of any of the Services and/or of the Deliverables by any third party.

9.3. Save for Clause 9.1 above, the Applicant warrants that it shall not use, without express written consent, any of CEEQUALs and or of CEEQUAL's Affiliates trademarks, logos or tradenames (whether registered or unregistered) including on any promotional or marketing material.

9.4. Where permission is granted in accordance with Clause 9.3, the Applicant warrants that it shall not use the CEEQUAL Marks and any other of CEEQUAL's and or of CEEQUAL's Affiliates trademarks, logos or tradenames (whether registered or unregistered) in any way as to mislead industry, consumers or any third party or in a way that suggests or infers endorsement, approval, verification or certification by CEEQUAL where no such endorsement, approval, verification or certification exists.

## **10. Confidentiality**

10.1.1. Each Party undertakes that it shall not during the term of the Contract, and for a period of five years after termination disclose to any person any Confidential Information of the other Party, except as permitted by Clause 10.2.

10.2. Each Party may disclose the other Party's Confidential Information:

10.2.1. to its employees, officers, Representatives or professional advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, Representatives or professional advisers to whom it discloses the other Party's confidential information comply with this Clause 10.2;

10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

10.2.3. as may be required to be disclosed by CEEQUAL to enable it to achieve or maintain approval and or accreditation;

10.2.4. where it is necessary for the supply of the Services and the provision of the Deliverables;

10.2.5. where it had already been in the possession of the Party prior to its disclosure by the other Party or which subsequently comes into its possession free from any obligation of confidentiality;

10.2.6. has been independently developed by the other Party;

10.2.7. where approval for release is provided in writing by the other Party; and or

10.2.8. where the information is or shall lawfully become part of the public domain.

10.3. Neither Party will use the other Party's logos, trademarks or tradenames in any press release or product advertising, or for any other promotional purpose, without obtaining the other Party's prior written consent.

## **11. Health and Safety**

11.1. Both Parties shall perform their respective obligations under this Contract in accordance with:

11.1.1. all applicable law, practices and codes regarding health and safety in the jurisdiction where the Services are being supplied; and

11.1.2. any Health and Safety Policy.

## **12. Suspension and Termination of Certification**

12.1. At the date of suspension or termination of Certification, for whatever reason, any Certification granted to that date shall immediately cease to be valid.

12.2. CEEQUAL may immediately suspend any Certification granted or terminate the Contract due to unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination, unsatisfactory quality system or non-conformance with any part of the Contract.

12.3. A CEEQUAL Certificate remains the property of CEEQUAL. In accordance with this paragraph 5, CEEQUAL will request the return of a CEEQUAL Certificate.

### **13. Modern Slavery and Anti-corruption and Bribery**

13.1. Both Parties shall:

13.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015; and

13.1.2. not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if carried out in the United Kingdom.

13.2. Both Parties shall:

13.2.1. comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations and codes from time to time in force, including the Bribery Act 2010; and

13.2.2. not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010 if carried out in the United Kingdom.

### **14. Data Protection**

14.1. The definitions and interpretations in the DP Legislation apply to this clause.

14.2. This clause 14 applies to personal data provided to CEEQUAL by the Applicant or on the Applicant's behalf in connection with the supply of the Services ("Personal Data").

14.3. The Applicant warrants and represents that it has any necessary consent, provided any necessary notice and done all other things required under the DP Legislation to disclose Personal Data to CEEQUAL in connection with the supply of the Services. CEEQUAL shall act as a Data Controller and supply the Services in accordance with the DP Legislation.

14.4. CEEQUAL will take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.

14.5. CEEQUAL shall process the Personal Data as reasonably required:

14.5.1. to supply the Services;

14.5.2. for CEEQUAL's reasonable business purposes including offering the Applicant related CEEQUAL products or services from CEEQUAL and/or its Affiliates, and in support of its business and quality control processes; and

14.5.3. to meet CEEQUAL's legal and regulatory obligations.

14.6. CEEQUAL may share Personal Data with CEEQUAL's Affiliates or other parties who facilitate or support CEEQUAL's business. CEEQUAL shall only make such a disclosure where it is required in connection with CEEQUAL's legitimate business interests and in compliance with applicable DP Legislation.

14.7. CEEQUAL shall notify the Applicant promptly:



- 14.7.1. upon receiving a request for Personal Data or other request from a data subject, or if CEEQUAL receives any claim, complaint or allegation relating to the processing of the Personal Data; and/or
- 14.7.2. upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in CEEQUAL's possession or control.
- 14.8. Upon request, each Party shall provide the other with information relating to its processing of Personal Data as reasonably required for the other to satisfy its obligations under DP Legislation.

## **15. Limitation of Liability**

- 15.1. CEEQUAL shall have no liability to the Applicant for any loss, damage, costs, expenses or other claims for compensation arising from:
  - 15.1.1. any Applicant Materials (or samples thereof) or Applicant Materials supplied by the Applicant which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Applicant, and/or
  - 15.1.2. where CEEQUAL performs invasive surveys or collects samples of the Applicant Materials, when supplying the Services.
- 15.2. CEEQUAL shall not be liable to the Applicant due to any representation, or any implied warranty, statement, promise, condition or other term not expressly set out in the Contract.
- 15.3. CEEQUAL shall not be liable to the Applicant for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of CEEQUAL, its Affiliates or servants or agents or otherwise) which arise out of or in connection with the supply of the Services including the provision of the Deliverables and or their use by the Applicant .
- 15.4. CEEQUAL shall not be liable for any loss or damage to the Applicant 's Applicant Materials or Information, howsoever caused.
- 15.5. The Applicant will look only to CEEQUAL (and not to any individual engaged by CEEQUAL, its employees or directors) for redress if the Applicant considers that there has been any breach of the Contract or any other cause of action in relation to the Services and Deliverable. The Applicant agrees not to pursue any claims in contract, tort (including negligence) or for Breach of statutory duty against any individuals working for and on behalf of CEEQUAL in carrying out its obligation under the Contract at any time, whether named expressly in the Contract or not. This Clause may be enforced by any individual engaged by CEEQUAL and by its employees, officers or other Representatives.
- 15.6. Nothing in this Contract shall limit or exclude either Party's liability to the other Party for:
  - 15.6.1. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
  - 15.6.2. fraud or fraudulent misrepresentation; and or,
  - 15.6.3. any other liability which cannot be limited or excluded by law.
- 15.7. CEEQUAL shall use reasonable endeavours to meet the timescales set out in the Contract but shall not be liable for any losses arising from any delay. Time is not of the essence.

- 15.8. Save for Clause 15.6, CEEQUAL's total liability to the Applicant, whether in contract, tort (including negligence), Breach of statutory duty, or otherwise, arising under or in connection with this Contract is the Fee.
- 15.9. The Applicant agrees to indemnify CEEQUAL against any losses suffered by or claims made against CEEQUAL as a result of any Breach of clauses 6 (intellectual property), 7 (permitted use), 8 (confidentiality), 9 (safety), 11 (modern slavery, anti-corruption and bribery) and 12 (data protection) by the Applicant.
- 15.10. Where CEEQUAL has Certificated a Project Assessment, it does not mean that CEEQUAL:
- 15.10.1. grants any express or implied warranty of any kind;
  - 15.10.2. endorses the Project or Project Assessment in any way; or
  - 15.10.3. assumes any responsibility for defects, failure in service or infringement of any patents, trademarks or brands, in relation to the Applicant Materials which have been Certified.

## **16. Termination**

- 16.1. Either Party may terminate this Contract for convenience by giving 30 days written notice to the other Party.
- 16.2. In the event the Applicant terminates this Contract under clause 16.1, all sums set out in the Proposal shall immediately become due and payable by the Applicant who shall pay such within 30 days of the date of termination.
- 16.3. CEEQUAL shall not be required to fulfil its duties and obligations under the Contract if at any time CEEQUAL is prevented from fulfilling its duties and obligations by any acts or omissions of the Applicant or the Applicant's Representatives provided always that CEEQUAL must give written notice to the Applicant of any such act or omission of the Applicant within 72 hours of the occurrence of such act or omission
- 16.4. Either Party may terminate the Contract immediately by notice in writing to the other Party if the other Party:
- 16.4.1. commits a Breach of the Contract which in the case of a Breach capable of remedy shall not have been remedied within 14 days of the receipt by the other Party of a notice from the innocent Party identifying the Breach and requiring its remedy; and or,
  - 16.4.2. is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant Party under this Contract) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the Party giving notice means that the other Party may be unable to pay its debts.
- 16.5. All Fees paid to CEEQUAL are non-refundable and CEEQUAL shall not make any refund following termination of this Contract for any reason.
- 16.6. Termination of the Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of the Contract as at the date of termination and the following Clauses shall survive expiration or early termination of the Contract: Clause 8 (IPR), Clause 9

(Permitted Use), Clause 10 (Confidentiality), Clause 14 (Data Protection), Clause 15 (Limitation of Liability), Clause 24 (Governing Law and Jurisdiction).

## **17. Third Party Rights**

Save as expressly provided in the Contract, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the Parties).

## **18. Severability**

18.1. If any provision or part provision of the Contract is held to be invalid, illegal or unenforceable such provision or part provision shall be deemed to be severed from the Contract and the remaining provisions shall remain in force and effect.

18.2. If any provision or part-provision of the Contract is deemed deleted under Clause 18.1 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.

## **19. Waiver**

No failure or delay on the part of either Party hereto to exercise any right or remedy under the Contract shall be construed as or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

## **20. Assignment and variation**

20.1. This Contract is personal to the Applicant who may not without the prior written consent of CEEQUAL assign, transfer, sub-contract or in any other manner make over to any third party the benefit of this Contract.

20.2. CEEQUAL may, at any time, assign (absolutely or by way of security and in whole or in part) transfer mortgage, charge or deal in any other manner with the benefit of any or all any other Party's obligations or any benefit arising under this Contract.

20.3. No variation to the Contract shall be valid unless in writing and signed by both Parties.

## **21. 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 result from events, circumstances or causes beyond its reasonable control.

## **22. Notices**

22.1. A notice under this Contract shall be served in writing and may be delivered personally or by sending it by pre-paid first-class post to the intended recipient's registered company address.

22.2. Notices may not be delivered by facsimile or email.

22.3. A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting.

22.4. This Clause shall not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

### **23. Disputes**

If any dispute, controversy or claim including without limitation, any dispute as to the validity, construction, enforceability or Breach arises, the Parties shall follow CEEQUAL's complaints and appeal procedure (as set out in PN100) and as amended from time to time.

### **24. Governing Law and Jurisdiction**

24.1. This Contract shall be governed by and construed in accordance with the law of England and Wales.

24.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).