

## 1. DEFINITIONS

1.1. In these terms and conditions the following definitions have the following meanings:

“Associate” means for the purposes of clause 10, an entity which is directly or indirectly controlling the Client, is under the same direct or indirect ownership or control as the Client, or, which is directly or indirectly owned or controlled by the Client;

“Business Days” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

“Client” means any person, firm or company to whom the Company shall supply or contract to supply any Work;

“Company” means K International Ltd whose company registration number is 02722328 and where registered office is at Quadrant House Floor 6, 4 Thomas More Square, London, United Kingdom, E1W 1YW;

“Conditions” means the standard terms and conditions of service as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Client and as amended from time to time in accordance with clause 2.3;

“Contract” means the contract between the Company and the Client for the supply of the Work in accordance with these Conditions;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the retained European Union law version of the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, 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);

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks 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;

“Relevant Person” means any translator, interpreter, typist, typesetter, artist, proof-reader or other person who has provided Work for Clients directly or indirectly through the Company within 6 months preceding the use of the Company’s services by the Client or an Associate;

“Translation Memory” means the memory created by the use of translation software which enables the automatic insertion of certain terminology into a translation as a result of analysis of its previous use and repetition in the translation; and

“Work” means any translation, interpreting, typesetting, artwork, printing or any other services supplied by the Company to the Client as described in the Company's written quotation.

- 1.2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. A reference to writing or written includes faxes and emails.

## **2. APPLICATION OF CONDITIONS**

- 2.1. The Work constitutes the services that the Company is to provide to the Client in accordance with these Conditions.
- 2.2. The Client's request in respect of the Work as required by the Client, shall only be deemed to be accepted when the Company issues written acceptance of the request in the form of the Company's acknowledgement of order as outlined in clause 3.2 at which point and on which date the Contract shall come into existence (“Commencement Date”).
- 2.3. No conditions other than these Conditions nor any variation to these Conditions shall be binding on the Company unless otherwise specifically agreed in writing by a Director of the Company.
- 2.4. These Conditions shall apply to the Contract and subject to the foregoing any conditions proposed by the Client are hereby excluded.

## **3. SUPPLY OF THE WORK**

- 3.1. Any written quotation for Work will remain open for a period of 30 Business Days after dispatch and thereafter will lapse unless otherwise stated in writing. The Company will not be bound by any oral quotation or by a Client's acceptance of it.
- 3.2. Upon acceptance of a quotation by a Client, the Company will confirm its acceptance of the quotation or approval to provide the Work and confirm this in writing to the Client. Once the Company has issued such an acknowledgement of order to the Client, the Contract shall come into existence. Each order when accepted by the Company constitutes a separate contract.
- 3.3. Where the Company starts work following a Client's request to do so, the Client shall be deemed to have accepted the Company's latest quotation and these Conditions.
- 3.4. The Company shall supply the Work to the Client in accordance with the quotation that has been accepted and the Company shall use its reasonable endeavours to meet any performance dates specified within the order, however such dates shall only be estimates

and for the avoidance of doubt, time shall not be of the essence for performance of the Work.

- 3.5. The Company reserves the right to amend the order for the Work, 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 Work and the Company will notify the Client of any relevant amendments.
- 3.6. The Company will provide the Work using reasonable care, skill and diligence.
- 3.7. The Company's retention and deletion policy regarding Work and any materials provided to the Company by the Client in connection with the Work is as follows and the Client shall make backup copies accordingly:
  - 3.7.1. electronic records (including but not limited to documents, emails and multimedia) which are stored electronically will be stored for the duration of the Work and, once Work is completed, will be automatically archived to the Company's electronic archive. If documents in this archive have been stored for 2 years without the Client having requested their return, they may be destroyed by the Company; and
  - 3.7.2. physical records (including but not limited to paper copies, compact discs, digital versatile disks and USB sticks and drives) will be stored for the duration of the Work and, once Work is completed, if they have been stored for 2 years without the Client having requested their return, they may be destroyed by the Company.

#### **4. CHARGES AND PAYMENT**

- 4.1. The Company's charges for the Work will be as specified in the quotation and payable by the Client in accordance with clause 4.4.
- 4.2. All prices quoted are exclusive of any amounts due in respect of value added tax chargeable from time to time (VAT) and delivery charges (other than standard postage) and the Client acknowledges that such fees will be payable in addition to the price outlined in the quotation provided.
- 4.3. Additional charges may be payable for expenses incurred by the Company and which are not included in the quotation and which the Company considers reasonably necessary in order to provide the Work.
- 4.4. Payment for Work shall be made within 30 days from the date of the invoice unless otherwise specifically agreed in writing by a Director of the Company. For the avoidance of doubt, time for payment shall be of the essence of the Contract.
- 4.5. The Company may, without prejudice to any other rights and remedies, at its discretion, charge the Client interest on any payment which has not been made within 30 days from the date of the invoice and at rate of 4% (four per cent) per month above the prevailing Barclays Bank Plc base rate of interest, such interest to accrue on a daily basis from the due date for payment until receipt by the Company of the full amount whether before or after judgment. The Client shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering any outstanding sums due or in exercising its rights pursuant to this clause 4.
- 4.6. All amounts due 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).

## **5. SUB-CONTRACTORS**

- 5.1. The Client acknowledges and agrees that the Company may use sub-contractors for some or all of the Work but notwithstanding such use, the Company shall remain completely responsible for all actions of sub-contractors relative to the Work. All references to the Company in these Conditions are automatically extended to include such sub-contractors as appropriate.

## **6. COMPLETION OF WORK**

- 6.1. The Client shall ensure that the terms of the order and any information provided therein are complete and accurate and the Client will co-operate with the Company in all matters relating to the Work.
- 6.2. Dates or periods given for completion of the Work are only estimates and the Company is not liable for the consequences of any delay. The Client must specify a completion date (if material) when commissioning the Work but whilst the Company shall make every reasonable effort to meet the Client's requirements, late delivery shall not entitle the Client to withhold payment for Work undertaken to date.
- 6.3. If the Client requires the Work to be completed by a tight deadline and in advance of the estimated time outlined in the quotation, the Company will use every effort to ensure that the Work is produced to a reasonable standard, however the Client acknowledges that reasonable allowances must be made by the Client in respect of minor defects, typographical or translation errors. Should such accelerated completion of the Work necessitate overtime being worked, the Client acknowledges that additional charges will be incurred to cover the increased costs and the Company will notify the Client of these increased costs beforehand.
- 6.4. Subject to clause 6.3, the Client shall notify the Company of any defect in Work performed by the Company in writing within 30 days of the receipt of the Work by the Client.
- 6.5. In the event that the Company receives a valid complaint from the Client in accordance with clause 6.4, the Company shall review the Work produced and shall, at its discretion, determine whether it shall re-perform the Work without any additional charges and as soon as reasonably practicable. When reviewing the Work, the Company will take into consideration the provisions of clause 6.3 and any deadlines agreed for the production of the Work.
- 6.6. The Company accepts no liability for the consequences of any delay in completion of the Work caused by the Client and, in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.
- 6.7. Unless otherwise agreed, the completed Work will be dispatched to the Client by post wherever practicable and to the address as specified in the quotation. If the Client requires the Work to be sent via email this must be stated in the quotation.

## **7. CANCELLATION AND SUSPENSION**

- 7.1. If, for any reason, the Client cancels any order for Work for which confirmation of acceptance has been issued by the Company, or which has been accepted pursuant to clause 3.3, the Client shall be liable to pay the Company's charges for all Work completed up to the

cancellation date and for all other costs and expenses which the Company may have incurred as a result of such cancellation. Such cancellation fees will be calculated in accordance with clause 15.5 for interpreting services.

## **8. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 8.1. The Company shall only be liable to the Client for any damages and/or loss incurred by the Client if it is caused by the Company's negligence, breach of duty or other wrongful act or omissions, subject to the limitations set out in this clause 8.
- 8.2. The Company shall not be liable to the Client by reason of any representation (other than a fraudulent representation) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for loss of profits, business or anticipated savings or for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the Company's negligence or that of its employees or agents or otherwise) which arise out of or in connection with the supply of or failure to supply the Work, except as expressly provided in these Conditions.
- 8.3. Notwithstanding anything contained in this clause 8, the Company's liability in respect of death or personal injury caused by the Company's negligence or for fraud (including fraudulent misrepresentation is not limited or excluded.
- 8.4. Unless expressly provided for in these Conditions, and except where the Work is carried out for a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.5. Save for liability for death or personal injury caused by the Company's negligence and for fraudulent misrepresentation, the Company's aggregate liability to the Client under all claims resulting from any order from such Client for Work, howsoever such claims arise (be it by negligence, breach of contract, misrepresentation or otherwise) shall in no circumstances exceed the price paid by such Client for such Work.
- 8.6. The Company shall not be liable for the expenses or losses derived from the Client's failure to comply with the Contract.
- 8.7. This clause 8 shall survive the termination of the Contract.

## **9. CLIENT'S MATERIAL**

- 9.1. Notwithstanding any other provision of these Conditions, the Company shall not be required to translate, typeset, interpret or print any materials which, in its opinion, is or may be of an obscene, offensive, defamatory or illegal nature.
- 9.2. The Client represents and warrants that it is the owner (or licensor) of any materials provided to the Company in connection with the Work to be carried out by the Company and the Client has, where appropriate, obtained the necessary consents to use any materials. The Client confirms that the downloading, translation, publication, distribution or other use by the Company of the material in the course of carrying out the Work pursuant to the Client's order will not infringe any Intellectual Property Rights of a third party.

- 9.3. The Client shall indemnify the Company against all costs, claims, expenses, damages and losses suffered or incurred by the Company as a result of any claim by a third party in connection with the Work carried out by the Company using the Client's materials may infringe the Intellectual Property Rights of that third party or constitutes defamation or is otherwise illegal.
- 9.4. All documents, papers or other property supplied to the Company by the Client will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequence of any loss or damage thereto.
- 9.5. The Company reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in its custody for more than 12 months following completion of the Work to which it relates, then it will be deemed as being in Control.

## **10. USE OF COMPANY PERSONNEL**

- 10.1. If a Client or Associate uses the services of a Relevant Person other than pursuant to a Contract with the Company, the Client shall forthwith pay to the Company the following sums:
  - 10.1.1. where the Relevant Person becomes an employee of a Client or Associate a sum equal to 15% of the gross annual remuneration of such Relevant Person or a sum of £2,500 (exclusive of VAT), whichever shall be the higher; and
  - 10.1.2. in any other case, the sum £2,500 (exclusive of VAT).
- 10.2. For the purposes of establishing whether an entity shall be treated as being controlled by another, if that other entity has at least 50% or more of the voting rights in the entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

## **11. DATA PROTECTION**

- 11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Company is the processor.
- 11.3. Without prejudice to the generality of clause 11.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Work.
- 11.4. Without prejudice to the generality of clause 11.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:
  - 11.4.1. process that personal data only on the documented written instructions of the Client;
  - 11.4.2. keep that personal data confidential;

- 11.4.3. comply with the Client's reasonable instructions with respect to processing that personal data;
  - 11.4.4. not transfer that personal data outside of the United Kingdom unless, in accordance with the Data Protection Legislation, the Company ensures that (i) the transfer is to a country approved as providing an adequate level of protection for personal data; or (ii) there are appropriate safeguards in place for the transfer of personal data; or (iii) binding corporate rules are in place; or (iv) one of the derogations for specific situations applies to the transfer;
  - 11.4.5. assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
  - 11.4.6. notify the Client without undue delay on becoming aware of a personal data breach or communication which relates to the Client's or the Company's compliance with the Data Protection Legislation;
  - 11.4.7. at the written request of the Client, and subject to clause 3.7 (if applicable), delete or return personal data (and any copies of the same) to the Client on termination of the Contract unless required by the Data Protection Legislation to store the personal data; and
  - 11.4.8. maintain complete and accurate records and information to demonstrate compliance with this clause 11.
- 11.5. The Company shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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, 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).
- 11.6. The Company may authorise a sub-processor to process personal data. When the Company does so, it will enter into a written contract with the sub-processor that contains data protection terms substantially the same as those set out in these Conditions. The Company shall remain fully liable for all data protection acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.
- 11.7. The Company may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller or processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

## **12. CONFIDENTIALITY**

- 12.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

- 12.2. Each party may disclose the other party's confidential information:
  - 12.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes or carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
  - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

### **13. FORCE MAJEURE**

- 13.1. In the event of Force Majeure (which shall include, but not be limited to, strike, fire, industrial dispute, civil commotion, natural disaster, acts of War and any other situation which can be shown to have materially affected the Company's ability to deal with the Work as agreed), the Company may be prevented from completing the Work. In such circumstances, the Company shall notify the Client immediately, indicating the circumstances of Force Majeure and shall be entitled to claim payment for Work already completed by the Company up to the date of the occurrence of Force Majeure. The Company will assist the Client to the best of its ability to place the Work elsewhere.

### **14. TRANSLATION, TYPESETTING AND ANCILLARY SERVICES**

- 14.1. The following supplementary provisions in this clause 14 shall apply to the supply of translation, typesetting and ancillary Work.
- 14.2. Under the Copyright, Designs and Patents Act 1988 (as amended), copyright subsists in the translation of any literary work and belongs to the author of such translation. Where the Company is the proprietor of any copyright in any Work, the Company, in agreeing to supply Work, licenses all Intellectual Property Rights in or arising out of or in connection with the Work (other than Intellectual Property Rights in any materials provided by the Client), insofar as it is able to do so, specifically in connection with the reproduction or publication of the Work received by the Client during the term of the Contract.
- 14.3. The Client shall not sub-licence, assign or otherwise transfer the rights granted by the Company to the Client in accordance with clause 14.2.
- 14.4. In the event that payment is not received in accordance with clause 4.4, the licence shall be automatically revoked and the Client shall not be at liberty to make use of any Work in which the copyright of the Company subsists. The foregoing licence does not extend to any Translation Memory created by the Company in the course of performing the Work.
- 14.5. The copyright and other Intellectual Property Rights in any software, Translation Memory or other tools used by the Company in performing the Work or in any Translation Memory created by the Company in the course of performing the Work, shall at all times be and remain the exclusive property of the Company or, where applicable, the Company's licensors.

- 14.6. Whilst the Company undertakes to use its reasonable endeavours to produce an accurate and idiomatic translation of the original text, the Client accepts that a translation may read differently from good original writing and no liability is accepted by the Company for any alleged lack of advertising or sales impact. The Company shall be under no obligation to indicate or correct errors or omissions in any original material supplied by the Client.
- 14.7. The Client grants the Company a fully paid-up, non-exclusive, royalty free, licence to copy and modify any materials provided by the Client to the Company for the term of the Contract and for the purposes of provided the Work to the Client.
- 14.8. Where a Client has specified a particular use for translation Work and subsequently desires to use the translation for a purpose other than that for which it was originally supplied, the Client should obtain confirmation from the Company that the translation is suitable for the new purpose. The Company accepts no liability where a translation is used for a purpose other than that for which it was originally supplied and reserves the right to make a further charge for any amendments necessitated by the use of a translation for a new purpose.
- 14.9. Where the Contract provides for proofs or texts to be submitted to the Client for approval, the Company shall not be liable for any errors not corrected by the Client or any amendments or modifications made by the Client in the proofs or texts so submitted.

## **15. INTERPRETING SERVICES**

- 15.1. This clause 15 shall apply exclusively to the provision of interpreting Work by the Company in addition to the remainder of these Conditions save to the extent that it is inconsistent with any of the other clauses in which event the provisions of this clause 15 shall prevail.
- 15.2. Documentation and relevant reference materials should be supplied to the Company as soon as possible and in any event to arrive not less than 48 hours before the start of the Work so that the interpreters have time to familiarise themselves with the specific terminology needed. No complaints regarding the quality of the Work will be accepted by the Company if these materials are not made available to the Company in accordance with this clause 15.2. Any complaints by the Client must be made in accordance with the provisions of clause 6.4.
- 15.3. Where the Company supplies interpreting equipment it will make arrangements for its installation and operation. The Company shall not be responsible for any interpreting equipment not so supplied.
- 15.4. Where a Client provides accommodation and meals for an interpreter, the interpreter's expenses will not be recharged to the Client nor will the travelling expenses of an interpreter be charged to the Client if the Client supplies the relevant air/train tickets to the Company in advance.
- 15.5. If for any reason the Client cancels the Work, 50% of the relevant working-day, non-working day and/or preparation day fees will be payable by the Client to the Company if the Company is informed in writing of the cancellation more than 30 days prior to the start of the Work. 75 % of such fees will be payable if the Company is so informed more than 7 days prior to the start of the Work and 100% of such fees will be payable if the Company is so informed 7 days or less prior to the start of the Work.

- 15.6. In the event of sickness or injury of an interpreter prior to or during Work being undertaken, the Company will use its reasonable endeavours to find a replacement interpreter but no liability is accepted by the Company for failure to do so.

## 16. TERMINATION

- 16.1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 1 weeks' written notice.
- 16.2. Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if any of the following circumstances occur:
- 16.2.1. the Client fails to pay any amount due under the Contract on the due date for payment;
  - 16.2.2. the Client commits a material breach of any term of the Contract (other than in respect of payment) and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
  - 16.2.3. the Client 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 16.2.4. the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 16.2.5. the Client's financial position deteriorates to such an extent that in the Company's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 16.3. Without affecting any other right or remedy available to it, the Company may suspend the supply of Work under the Contract or any other contract between the Client and the Company 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 clause 16.2.1 to 16.2.5, or the Company reasonably believes that the Client is about to become subject to any of them.

## 17. CONSEQUENCES OF TERMINATION

- 17.1. On termination of the Contract:
- 17.1.1. the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Work supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - 17.1.2. the Client shall return all of the Company's materials and any deliverables which have not been fully paid for; and

- 17.1.3. the Client shall return any interpreting equipment that may have been provided under clause 15.3.
- 17.2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 17.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **18. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 18.1. The Company shall:
  - 18.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (“Relevant Requirements”);
  - 18.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 18.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
  - 18.1.4. promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of the Contract;
  - 18.1.5. immediately notify the Client (in writing) if a foreign public official becomes an officer or employee of the Company or acquires a direct or indirect interest in the Company and the Company warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract); and
  - 18.1.6. at the Client’s request, certify to the Client in writing signed by an officer of the Company, compliance with this clause 18 by the Company and all persons associated with it under clause 18.2. The Company shall provide such supporting evidence of compliance as the Client may reasonably request.
- 18.2. The Company shall ensure that any person associated with the Company who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Company in clause 18.1 (“Relevant Terms”). The Company shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 18.3. For the purpose of this clause 18, the meaning of adequate procedures and foreign public

official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 18 a person associated with the Company includes but is not limited to any subcontractor of the Company.

## 19. ANTI-SLAVERY

- 19.1. The Company shall in performing its obligations under the Contract comply with all applicable ant-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

## 20. GENERAL

- 20.1. **Entire Agreement.** 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. 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.
- 20.2. **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 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.
- 20.3. **Severance.** If any provision of these Conditions or the Contract is held by a competent authority to be invalid, illegal or unenforceable in whole or in part the validity of the other provisions of these Conditions or the Contract and the remainder of the provisions in question shall not be affected thereby.
- 20.4. **Assignment and other dealings.** The Company 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 the Contract.
- 20.5. **Third party rights.** A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 20.6. **Notices.** Any notice or other communication 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); or sent by fax to its main fax number or sent by email to the address specified in the order confirmation. Any notice or communication shall be deemed to have been received:
- 20.6.1. if delivered by hand, on signature of a delivery receipt or at the time the notice

is left at the proper address;

- 20.6.2. 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;
- 20.6.3. if sent by fax, or 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 20.6.3 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.
- 20.6.4. This clause 20.6 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.

## **21. GOVERNING LAW**

- 21.1. 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.

## **22. JURISDICTION**

- 22.1. 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.