The Steel Construction Institute Product Certification
TERMS AND CONDITIONS OF BUSINESS

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1. DEFINITIONS

Annual Fee: the non-refundable annual fee payable by the Client to SCI in respect of the services covered by the Annual Review and the Surveillance;

Annual Review: the annual review of the Certificate by SCI and associated administrative work in connection with the possible renewal of the Certificate;

Application: the application for the assessment of a Product made by the Client to SCI;

Background Information:information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) related to the Product that are provided by the Client to SCI in conjunction with the Services (whether before or after the date of this Contract);

Certificate: the SCI certificate which may be issued pursuant to Clause 5.1;

Client: the legal entity that instructs SCI to carry out the Services pursuant to a Proposal;

Confidential Information: the information disclosed by one Party to the other and identified as confidential before or at the time of disclosure;

Contract: the contract for the provision of the Services comprising the Proposal and these Terms and Conditions;

Deliverables: any reports, publications, documents, presentations, materials or other deliverables produced by or on behalf of SCI in the performance of the Services including the Certificate;

Expiry Date: the day falling one year after the date of issue of the Certificate or the most recent renewal date;

Fees: the fees to be paid by the Client in relation to the performance of the Services as set out in the schedule of payments incorporated in the Proposal or any amendments in writing thereto. Fees include the fees payable in respect of the possible initial grant of any Certificate and related Services (including any Surveillance) in the period through to the Expiry Date as well as any subsequent Annual Fees;

Intellectual Property: patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Party: SCI or the Client and together collectively referred to as the Parties;

Product: the product which is the subject of assessment, brief particulars of which are set out in the Application;

Proposal: The proposal submitted by SCI to the Client in response to the Client's Application which outlines the stages of the Services to be provided by SCI, the Fees and the payment schedule (as may be updated by agreement between the Parties from time to time);

SCI: is The Steel Construction Institute;

SCI Product Certification Logos: designs, words, trademarks and/or logos held or registered by SCI which relate to its product certification services;

Services: the work, particulars of which are set out in the Proposal , to be carried out by SCI including an assessment of the Product in respect of its Specified Use in the United Kingdom (unless otherwise stated in the Certificate) and any ongoing Surveillance;

Specified Use: the use specified in the Application in respect of which the Product will be assessed by SCI;

Surveillance: periodic pre-arranged or unannounced inspections comprising visits and audits carried out by or on behalf of SCI at the place of manufacture, processing, fabrication, assembly or application of the Product or any other place deemed relevant by SCI;

2. THE SERVICES

2.1. The Services shall begin on a date to be agreed between SCI and the Client following acceptance of the Proposal by the Client. The Contract comes into force when acceptance of the Proposal is confirmed by the Client. For the avoidance of doubt no terms and conditions proposed on behalf of the Client shall be effective unless contained within a Proposal issued by SCI and agreed to in writing by both Parties.

2.2. The Services shall be performed in stages as outlined in the Proposal. Where at the conclusion of any stage it is deemed by SCI that additional work is necessary, SCI may amend the Proposal and resubmit it to the Client for acceptance of the amendment. If such amendment is not accepted by the Client, then either Party may terminate the Contract in accordance with either Clause 14.3 or Clause 14.6.

2.3. SCI will use reasonable care and skill in the performance of the Services in accordance with the Proposal.

2.4. All times, if any, for the provision of the Services whether written or verbal are estimates and no undertaking is given to carry out the Services or to despatch any Deliverables or Certificate within any specific period of time. Time of performance of the Services shall not be of the essence to the Contract.

2.5. SCI warrants to the Client that SCI has full power and authority under its constitution, and has taken all necessary actions and obtained all authorizations, licenses, consents and approvals, to allow it to enter into this Contract and to carry out the Services.

2.6. Notwhithstanding the requirements of Clause 16.1, SCI shall be entitled to subcontract any part or parts of the Services as it deems appropriate provided that any such subcontracting is not to a competitor to the Client.

3. FEES

3.1. The Fees as set out in the Proposal shall be paid by the Client in consideration of the provision of the Services. The Fees are payable by the Client irrespective of whether or not SCI is prepared to issue a Certificate or only prepared to issue a Certificate subject to whatever conditions it considers appropriate. The Fees quoted in the Proposal are based on the information provided by the Client in the Application and assume that such information is complete and accurate and SCI may reasonably revise the Fees and the Client agrees to pay such additional Fees if it turns out that the information is inaccurate or incomplete.

3.2. The Client shall pay the Fees to SCI in accordance with the schedule of payments provided in the Proposal within 30 days from receipt by the Client of SCI's invoices.

3.3. All amounts payable to SCI under this Contract are exclusive of VAT and unless otherwise stated in the Proposal (or agreed in writing) all transactions shall be in Pounds Sterling.

3.4. All invoices shall be paid in full. In the event of an error or query on an invoice this should be notified by the Client to SCI without delay. A credit note will be issued to correct errors or omissions and payment of the corrected amount remains due 30 days after receipt by the Client of the original invoice.

3.5. SCI shall have the right to suspend all Services and to revoke, suspend or withdraw the Certificate should payments not be made to the agreed schedule. Any adverse impact that this revocation, suspension or withdrawal has shall be the Client's sole responsibility.

3.6. If the Client fails to make any payment due to SCI under this Contract, without prejudice to any other right or remedy available to SCI, SCI may charge interest (both before and after any judgement) on the amount outstanding, on a daily basis at the rate of three per cent per annum above the London Interbank Offer Rate from time to time in force. That interest will be calculated from the date or last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly.

3.7. Where it has been agreed (as evidenced by a payment schedule) that payment for all or a stage of the Contract is to be made in advance, work will not commence until payment is actually received as cleared funds.

3.8. Any variations to the Services will be agreed in writing by SCI and the Client as an amendment to the Proposal and SCI reserves the right to provide a new schedule of Fees for the amended or additional Services. SCI reserves the right to decline to accept additional Services or variations to the agreed Services.

3.9. If at any time SCI is unable to progress the Services due to delays attributable to the Client, such as a delay in the provision of Background Information required by SCI, then SCI shall be entitled to charge reasonable additional fees to reflect any additional time spent or any time wasted as a result of such delays.

4. ANNUAL FEE

4.1. To maintain the validity of the Certificate and the licence granted by SCI to the Client pursuant to Clause 9 an Annual Fee as set out in the Proposal is due on the Expiry Date and each subsequent anniversary.SCI reserves the right to increase the Annual Fee by no more than the corresponding increase in the Retail Price Index (RPI) over the preceding 12 months.

4.2. The Client shall inform SCI in writing at least [90] days prior to the Expiry Date if it wishes the validity of the Certificate to be renewed on the next following Expiry Date. Failure to do so may mean that SCI is unable to complete the necessary Annual Review which could lead to the Certificate lapsing.

4.3. SCI reserves the right to levy additional Fees and the Client agrees to pay SCI for time reasonably spent by SCI assessing the impact of any new Background Information provided by the Client pursuant to clauses 7.3 to 7.5 inclusive. SCI also reserves the right to levy additional Fees and the Client agrees to pay SCI for time reasonably spent by SCI assessing the impact of any change in applicable legislation, regulations and standards relevant to the Product.

5. CERTIFICATE AND DELIVERABLES

5.1. If SCI in its absolute discretion is satisfied that the Product, when manufactured, processed, assembled or used as specified in the Certificate is satisfactory for the Specified Use and any non-compliances identified in earlier stages of the Services have been corrected to the satisfaction of SCI, SCI may issue a Certificate for the Product on completion of the Services.

5.2. The Client agrees that the award of a Certificate and the issue of any Deliverables and their format, content and, in the case of a Certificate, its ongoing validity are at the absolute discretion of SCI. If the Client objects to any of the conditions or limitations which SCI proposes to include within the Certificate or wishes them to remain confidential, the Client acknowledges that this may prevent SCI issuing any Certificate at all. In such circumstances the Client will remain fully liable to pay the Fees. SCI shall not include in the Certificate any details of the composition or method of manufacture of the Product other than as agreed between SCI and the Client.

5.3. Publications, document, specifications, legislation, regulations, standards and similar documents referenced in the Certificate are those that are current at the time the Certificate is issued or re-issued and deemed by SCI relevant to the certification of the Product for its Specified Use.

5.4. Any information contained or referred to in the Certificate relating to the manufacture, supply, installation, use, maintenance and removal of the Product represents the minimum requirements to be met. Conformity with such information is not to be taken as satisfying the requirements of any statutory, common law or contractual or other legal obligationwhich may exist at the date of issue or re-issue of the Certificate or subsequently.

5.5. The validity of the Certificate is subject to:

5.5.1. All aspects of the Product and its manufacture which affect its performance and suitability for the Specified Use being maintained at a standard equal to or better than that assessed and found to be satisfactory;

5.5.2. The Product continues to be the subject of Surveillance by SCI as and when SCI considers it necessary under arrangements determined by SCI.

5.6. SCI reserves the right to publish the Certificate awarded together with key information extracted therefrom for the purpose of verification of authenticity and validity by third parties.

6. SURVEILLANCE

6.1. The Client shall permit or procure the right for SCI and its agents at any time during working hours with or without prior notice both before and after completion of the Services or the issue of a Certificate (if any) to enter the premises of the Client or third parties to carry out Surveillance including examining documents and records and inspecting the manufacture, processing, assembly or use of the Product or its method of testing.

6.2. The Client shall procure permission for SCI and its agents at any time during working hours with or without prior notice both before and after completion of the Services or the issue of a Certificate (if any) to enter the premises of the Client or third parties to carry out Surveillance including examining documents and records and inspecting the Product as actually assembled / installed or being assembled / installed as part of a system or structure.

7. OBLIGATIONS OF THE CLIENT

7.1. The Client shall disclose to SCI full particulars of the Product, including but not limited to the Product's physical properties and chemical composition, its method of manufacture, processing and quality control, any available test data and the test procedures used to generate the data and any other Background Information relevant to the assessment of the Product and performance of the Services and shall promptly notify SCI of any changes to the above particulars or any new or additional information.

7.2. The Client warrants that the particulars provided to SCI pursuant to Clause 7.1 are accurate and complete and shall promptly notify SCI if it discovers any inaccuracy or shortcoming.

7.3. The Client shall promptly provide SCI with full details of any defect or failure (or any alleged or suspected defect or failure) whether in the Product or arising out of its incorporation into other systems or structures that it (including its employees, officers and advisors) becomes aware of.

7.4. The Client shall promptly notify SCI of any change in the Background Information supplied to SCI and of any new or additional information concerning the Product or its suitability for the Specified Use, including but not limited to any claims by users that the Product is or may be unsuitable for the Specified Use.

7.5. The Client shall promptly notify SCI of any change in specifications, product formulation, raw materials, material suppliers, manufacturing processes or locations, or any other change that may affect the performance of the Product as described in the Certificate and whether such change occurs during the performance of the Services or whilst any Certificate issued for the Product is current.

7.6. The Client shall promptly notify SCI of any changes that may affect its ability to conform with the Certificate or certification requirements.

7.7. The Client shall promptly notify SCI of any change in applicable legislation, regulations and standards relevant to the Product.

7.8. The Client shall, within a time agreed between SCI and the Client, provide SCI with additional information that SCI deems necessary for the performance of the Services.

7.9. The Client shall at all times during the performance of the Serivces or whilst the Certificate is current fulfil the certification requirements including implementing any changes communicated by SCI to the Client in respect of the certified Product.

7.10. The Client shall keep records of all complaints made known to it relating to compliance of the Product with the Certificate and certification requirements and shall make these records available to SCI upon request and shall take appropriate action with respect to such complaints and any deficiencies found in the Product that affect compliance with the Certificate or certification requirements and shall document the actions taken.

7.11. Where it is necesssary for SCI to investigate a complaint relating to the certified Product, the Client shall make all necessary arrangements and shall cooperate with SCI in its investigation of the complaint.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Any Intellectual Property in any Background Information shall remain the property of the Client. The Client grants SCI a non-exclusive licence to use the Intellectual Property in the Background Information for the purpose of fulfilling its obligation under the Contract and to maintain and deal with any matters related to the Services and/or the Certificate.

8.2. The Client warrants that it is the owner of all Intellectual Property Rights in relation to the Products and any Background Informationand SCI's access to and use of such Background Information and performance of the Services will not constitute or result in any infringement of third party intellectual property rights.

8.3. SCI shall be under no obligation to make any inquiry or investigation into the ownership or control of Intellectual Property in the Product or Background Information or any authority that the Client represents to have in such Intellectual Property, whether expressly or implidely.

8.4. The Client shall on demand indemnify SCI against any damages, costs, claims, expenses and liabilities of whatever nature that may be suffered or paid for by SCI to any third party in respect of a claim by a third party that:-

8.4.1. possession or use of the Product, Background Information or any part of it infringes any third party's rights arising in any jurisdiction;or

8.4.2. performance of the Services infringes a third party's rights.

8.5. SCI shall own the Intellectual Property rights in the Certificate, all the Deliverables and in the SCI Product Certification Logos and the Client shall at no time dispute such ownership.

9. LICENCE TO USE DELIVERABLES AND LOGOS

9.1. For as long as the Certificate remains valid and provided the Client has paid any Fees and/or Annual Fees that are due to SCI, SCI grants to the Client a non-exclusive licence in connection with the manufacture, sale or supply of the Product to:

9.1.1. use the SCI Product Certification Logos consistent with the scope of the Certificate strictly in accordance with the SCI Product Certification Logos Terms of Use, a copy of which is available on request from SCI;

9.1.2. reproduce, distribute and/or publish the Certificate in its entirety with no additions, deletions, amendment or variation of content or format of any kind whatsoever; and

9.1.3. create a link from the Client's website to the SCI Product Certification website.

9.2. SCI shall be entitled to suspend or revoke the licence granted pursuant to clause 9.1 upon suspension, withdrawal or expiry of the Certificate in accordance with Clause 10.

9.3. SCI shall be entitled to suspend or revoke the licence granted pursuant to clause 9.1 if the Client makes incorrect or misleading use of the licence in documentation, advertising or any other material published in whatever form.

9.4. Except for use of the Certificate and the SCI Certification Logos in accordance with clause 9.1, no indication shall be given by any advertisement or by markings on products or the packaging thereof or by any other means that implies approval or endorsement of the Product or any other of the Client's products by SCI.

9.5. If any SCI director or employee is required to appear in any litigation, arbitration or other alternative dispute resolution proceedings, then the Client shall pay SCI's reasonable fees, costs and expenses incurred as a result of such appearance.

9.6. The Client shall not (with the exception of the Certificate itself) publish nor permit others to publish any Deliverables or any other communication from SCI without the prior written consent of SCI.

9.7. Use of the UKAS logo must confom to the latest published edition of the conditions for use published by the Office for Produuct Safety and Standards.

9.8. Any reference to SCI as an accredited certification body must either use the national accreditation symbol or must include SCI's accreditation number (10414) in accordance with the conditions for use referenced in clause 9.7.

10. SUSPENSION, WITHDRAWAL OR EXPIRY OF THE CERTIFICATE

10.1. Unless previously withdrawn or suspended, the Certificate shall expire on the Expiry Date if the Client does not pay the Annual Fee for the following 12 months.

10.2. Where it considers it appropriate (including where the Client has not notified SCI in accordance with the deadline stated in Clause 4.2), SCI may, at its sole discretion, inform the Client of its intention to suspend or withdraw the Certificate and (i) to allow the Client a reasonable opportunity to take corrective action, within such timescales as SCI may reasonably determine, before the suspension or withdrawal takes effect (ii) to allow SCI to complete the necessary Annual Review.

10.3. SCI shall at any time and with immediate effect be entitled to amend, suspend or withdraw the Certificate by notice in writing to the Client if:

10.3.1. the Client is in breach of any of the terms and conditions set out in the Certificate or in these Terms and Conditions;

10.3.2. the Client makes claims regarding the certification or the certified Product which are inconsistent with the scope of Certificate or which SCI considers to be misleading or unauthorized.

10.3.3. any change is made to the Product as assessed and set out in the Certificate;

10.3.4. there is any change in the specifications, product formulation, raw materials, material suppliers, manufacturing processes or locations or any other change that may affect the performance of the Product as described in the Certificate;

10.3.5. information becomes available that was not available to SCI prior to the issue of the Certificate or there is a change in the Background Information provided for assessment and certification that could affect the conclusions reached in the assessment;

10.3.6. the Client does not allow SCI to carry out Surveillance in accordance with Clause 6;

10.3.7. SCI notifies the Client that in the opinion of SCI production control of the Product is not being maintained;

10.3.8. the Client fails to pay SCI in accordance with Clause 3 or 4 as appropriate;

10.3.9. in SCI's opinion, the statements made in the Certificate are no longer correct;

10.3.10. the Client misrepresents or misuses the SCI name or SCI Product Certification Logos;

10.3.11. the Client by its actions or inactions brings the SCI name or reputation into disrepute;

10.3.12. there is a change in applicable legislation, regulations and standards relevant to the Product; or

10.3.13. the Client becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or an administrator, administrative receiver or receiver is appointed over the whole or any part of it's assets, or it makes any arrangement with its creditors.

10.4. Upon suspension or withdrawal of a Certificate the Client's licence under Clause 9.1 shall be immediately terminated and all rights thereunder shall cease, and the Client shall:

10.4.1. remove all SCI Product Certification Logos from products, documents, advertising and marketing material with immediate effect;

10.4.2. not make any claims that imply that the Product complies with the Certificate;

10.4.3. remove the Certificate from its website and take all reasonable steps to destroy all electronic and printed copies of the Certificate; and

10.4.4. confirm in writing to SCI that this Clause 10.4 has been complied with.

10.5. The Client shall within three working days (or other longer period as determined by SCI) advise in writing all parties who may be affected by the suspension, withdrawal or expiry of the Certificate and maintain records of that advice.

11. CONFIDENTIALITY

11.1. Unless agreed in writing, neither Party will disclose to any third party, nor use for any purpose except as expressly agreed, any of the other Party's Confidential Information. For the avoidance of doubt, the contents of the Certificate itself are not Confidential Information.

11.2. The obligations of confidentiality shall not affect the Confidential Information of either Party which:

11.2.1. is known by the other Party prior to the time of disclosure;

11.2.2. is or becomes publicly known without any breach of this Contract or any other undertaking to keep it confidential;

11.2.3. has been obtained by the other Party from a third party who is not in breach of obligations of confidentiality to either Party;

11.2.4. has been independently developed by the other Party;

11.2.5. is disclosed by the other Party pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the disclosing Party has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed;

11.2.6. is disclosed by the other party for the purpose of seeking professional or legal advice; or

11.2.7. is approved for release in writing by an authorized representative of the other Party.

11.3. Neither SCI nor the Client will use the other's name or logo in any press release or product advertising, or for any other promotional purpose related to the Services, without first obtaining the other's written consent or as permitted under clause 9.

12. LIMITATION OF LIABILITY

12.1. This Clause 12 sets out SCI's entire liability (including liability for acts or omissons of its employees, agents or subcontractors) to the Client in respect of (i) breach of contract, (ii) any use made by the Client of the Deliverables or Certificate and (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

12.2. The content of the Certificate and Deliverables represents SCI's opinion in respect of the Product in relation to the Specified Use at the time the Services are provided based on a sampling process and SCI does not warrant to the Client or to any third party that the Product will perform in a satisfactory manner as described in the Certificate.

12.3. Nothing in this Contract limits or excludes SCI's liability for:

12.3.1. death or personal injury caused by SCI's negligence;

12.3.2. any fraud or for any sort of liability that, by law, cannot be limited or excluded;

12.3.3. or

12.3.4. any loss or damage caused by SCI's deliberate breach of this Contract.

12.4. Subject to clause 12.3, SCI's aggregate liability to the Client under or in connection with this Contract whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall not exceed in total the Fees already received by SCI under this Contract in the 12 months preceding the first act or omission the subject of the claim.

12.5. Subject to clause 12.3, the liability of SCI to the Client for any breach of this Contract, any negligence or arising in any other way out of the subject matter of this Contract, the Services, the Deliverables or the Certificate shall not extend to (i) indirect or consequential loss or damage; (ii) loss of profits, loss of revenue, loss of goodwill, loss of contracts, business or opportunity, whether direct or indirect, even if the Client has advised SCI of the possibility of those losses, or if they were within the Client's contemplation.

12.6. Subject to clause 12.3, SCI shall not be liable to the Client or any third party for any damage, loss or expense:

12.6.1. suffered by reason of any delay in the delivery of the Services or in issuing any Deliverables or Certificate to the Client, refusal to issue a Certificate or the expiry, suspension or withdrawal of a Certificate;

12.6.2. caused by any misinterpretation by the Client or such third party of the Deliverables or Certificate;

12.6.3. arising directly or indirectly from use of the Product, whether the damage, loss or expense is caused by its design, performance, materials, workmanship, maintenance or incorporation of the Product into other products, systems or works; or

12.6.4. arising directly or indirectly from any products, systems or works in which the Product is incorporated including their design, performance, materials, workmanship or maintenance.

12.7. SCI and the Client agree that the limitations of liability contained in this Clause 12 have been negotiated and agreed between them in the context of all the provisions of the Contract and satisfy the requirement of reasonableness within the meaning of the Unfair Contract Terms Act 1977.

13. FORCE MAJEURE

13.1. If the performance by either Party of any of its obligations under this Contract (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control that Party will not be in breach of this Contract because of that delay in performance. However, if the delay in performance continues for more than 3 months, either Party may

terminate this Contract with immediate effect by giving written notice.

14. TERMINATION

14.1. Either Party may terminate this Contract:

14.1.1. by giving written notice to the other Party if the other Party is in material breach of this Contract and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or

14.1.2. with immediate effect by giving written notice to the other Party if the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.

14.2. Without prejudice to any other rights that SCI has, SCI may forthwith terminate the Contract by written notice to the Client if the Client misuses the Certificate or Deliverables in breach of the Contract.

14.3. SCI may terminate the Contract by giving the Client 14 days notice if an amendment to the Proposal submitted to the Client pursuant to Clause 2.2 is not accepted by the Client within 14 days.

14.4. Upon termination of the Contract :

14.4.1. any Certificates issued pursuant to the Contract shall immediately be deemed to be withdrawn and any licences granted under Clause 9 shall immediately lapse.

14.4.2. the Client shall proceed in accordance with Clauses 10.4 and 10.5 and shall cooperate with SCI to verify compliance with these obligations.

14.5. Termination of the Contract other than as a result of a material breach by SCI shall not entitle the Client to any refund of Fees paid under the Contract.

14.6. Provided the Client has paid SCI in full the agreed Fees the Client may terminate this Contract without reason by giving SCI 30 days notice in writing. No refund shall be due to the Client in this event.

15. ANTI-CORRUPTION

15.1. The Client undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Anti-Corruption Laws**") and shall not do, nor omit to do, any act that will lead to SCI being in breach of any of the Anti-Corruption Laws.

15.2. The Client shall promptly report to SCI any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Contract.

15.3. The Client shall promptly report to SCI any offer of any undue financial or other advantage of any kind of which the Client becomes aware in connection with the performance of the Contract.

16. GENERAL

16.1. **Assignment:** Neither Party may assign or transfer this Contract as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. That consent may not be unreasonably withheld or delayed.

16.2. **Illegal/unenforceable provisions:** If the whole or any part of any limitation or provision of this Contract is void or unenforceable in any jurisdiction, the other provisions of this Contract, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected. The Parties agree that in the event of such unenforceability the relevant provision shall be deemed amended to the extent necessary to make it enforceable to achieve, to the fullest extent possible, the original intention of the Parties as expressed in these Terms.

16.3. **Notices:** All notices to be served by one Party on the other must be in writing and are deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other Party.

16.4. **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Contract, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Contract will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

16.5. **Entire agreement:** This Contract constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Contract on the basis of and does not place reliance upon any warranty, representation, statement, agreement or undertaking except those expressly set out in this Contract. Each

Party waives any claim for breach of this Contract, or any right to rescind this Contract in respect of any representation which is not an express provision of this Contract. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Contract) in respect of any fraud.

16.6. **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Contract, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses.

16.7. **Amendments:** No variation or amendment of this Contract shall be effective unless made in writing and signed by each Party's representative.

16.8. **Contracts (Rights of the Third Parties) Act 1999:** Nothing in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.9. **Limitation Period:** No action or proceedings under or in respect of this agreement whether in contract or in tort in negligence or for breach of statutory duty or otherwise shall be commenced against SCI after the expiry of 6 years following completion of the Services or such earlier date prescribed by law.

16.10. **Governing law:** This Contract is governed by, and is to be construed in accordance with, English law. Subject to clause 16.11 the English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Contract, except that either Party may bring proceedings for an injunction in any jurisdiction.

16.11. **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Contract within 14 days after one Party has notified the other of that issue, they will refer the matter to a Director of each of the Parties in an attempt to resolve the issue within 14 days after the referral. Either Party may bring proceedings in accordance with clause 16.10 if the matter has not been resolved within that 14 day period, and either Party may apply to the court for an injunction whether or not any issue has been escalated under this clause.