**Please read these Terms carefully, as they set out our and your legal rights and obligations in relation to our services.**

1. **Definitions and interpretation**
   1. In the Agreement:

“Acceptable Delay Time” means the time by which the Response Time may be exceeded by the the Agency for reasonable reasons including, but not limited to, support email going in to junk folder or not being received;

**“Additional Fees”**  means additional charges calculated as specified on Schedule 1 and these terms and conditions and payable by the Client to the Agency ;

**“Agency”**  means Haarty Hanks Limited having its office at Jubilee Centre 10-12 Lombard Road, Wimbledon, London SW19 3TZ;

**“Agency Materials”** means all works and materials (including text, images, video material, audio material, software, scripts, mark-ups, style sheets and databases) created by the Agency and incorporated by the Agency into the Website pursuant to the Agreement;

**“Agreed Scope of Works”**  means the proposal document issued by the Agency detailing the scope of the Services and other matters relating to the Agreement;

**“Affiliate”**  means a company, firm or individual that Controls, is Controlled by, or is under common Control with the relevant company, firm or individual;

**“Agreement”**  means the agreement between the Agency and the Client incorporating our Services and Terms and Schedule 1 Agreed Scope of Works, and any amendments to it from time to time;

**“Back-up Services”**  means copy of the website and stored on cloud servers;

**“Business Day”**  means any week day, other than a bank or public holiday in England;

**“Business Hours”**  means between 09:00 and 17:00 on a Business Day;

“**Confidential Information”**  means any information supplied (whether supplied in writing, orally or otherwise) by one party to the other partymarked as “confidential”, described as “confidential” or reasonably understood to be confidential;

“**Content Development”** means any and all information, text, data, graphics, photographs, hyperlinks, artwork, trade dress, video, videogames and software, that may be supplied by the Agency under this Agreement, and as may be further described in Schedule 1 - Agreed Scope of Works;

**“Control”** means the legal power to control (directly or indirectly) the management of an entity (and “Controlled” will beconstrued accordingly);

**“Client”**  is a person, persons, business or organisation using any of the services provided by the Agency;

“Data Protection Legislation” means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;

**“Discounted Fees”** means the amounts payable by the Client to the Agency which s reduced and discounted. However if the Client breaches or defaults on any of terms of this agreement then the Client will be liable for the full Fees, as may be further described and calculated in accordance with Schedule 1 - Agreed Scope of Works;

**“Effective Date”** means the date when the Agency sends to the Client its written confirmation that the Agreement is agreed, following the Client’sacceptance of the Proposal and these Web Marketing Terms;

**“Force Majeure Event”**  means an event, or a series of related events, that is outside the reasonable control of the party affected (includingfailures ofor problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**“Intellectual Property Rights”**  means all intellectual property rights wherever in the world, whether registered or unregistered, including anyapplication or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**“Minimum Term”**  means the period defined starting on the Effective Date;

**“Monthly Service”** is our standard payment plan and we will take a payment each month whilst the client is signed up to this Agreement;

**“Personal Data”**  has the meaning given to it in the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council

**“Project Fees”**  means the amounts payable by the Client to the Agency under or in relation to the Agreement (not including expenses), as may be further described and calculated in accordance with Schedule 1 - Agreed Scope of Works;

**“Rate”** means the Agency’s monthly fee as specified in Schedule 1 – Agreed Scope of Works and as updated at any time after the end of the Minimum Term by the Agency giving at least 30 days written notice of the update to the Client;

**“Response Time”** means the time within which the Agency must respond to a Support Request.

**“Services”**  means all services provided to the Client, as detailed in Clause (3) and in Scedule 1 – Agreed Scope of works;

**“Support Reques**t” means a request for Support Services submitted by the Client to the Agency by means of email

**“Term”**  means the term of the Agreement;

**“Website”**  means the website/domain or websites/domains specified in the Schedule 1 – Agreed Scope of Works; and

**“Year”**  means a period of 365 days (or 366 days if there is a 29 February during the relevant period) starting on the Effective Date or on any anniversary of contract start date.

* 1. In the Agreement, a reference to a statute or statutory provision includes a reference to:

1. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
2. any subordinate legislation made under that statute or statutory provision.
   1. Unless the context otherwise requires, each reference in this Agreement to:
      1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
      2. a Schedule is a schedule to this Agreement; and
      3. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
      4. a "Party" or the "Parties" refer to the parties to this Agreement.
   2. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
   3. Words imparting the singular number shall include the plural and vice versa.
   4. The ejusdem generis rule is not intended to be used in the interpretation of the Agreement; it follows that a general concept or category utilised in the Agreement will not be limited by any specific examples or instances utilised in relation to such a concept or category.
3. **Term**

2.1 This Agreement shall continue for 12 months (the “Minimum Term”) from the Effective Date specified in the Agreed Scope of Works. It shall continue for the Minimum Term and thereafter shall automatically renew for a further 12-month term (the “Renewal Term”) on the end of the Minimum Term until one party gives the other party written notice to terminate in accordance with clause [13].

1. **Services**
   1. From the Effective Date, the Agency will provide Support and Maintenance and as may be further described in Schedule 1 - Agreed Scope of Works.
2. **Clients Responsibilities and Obligations:**
   1. The Client shall promptly provide to the Agency:
3. answers to any questions from the Agency, in regard to task work on website and performing services under this Agreement.
4. all other co-operation, information and documentation reasonably required by the Agency for the provision of the Services and as the Agency may require from time to time;
5. access to their web hosting account, providing active user name / password combinations for access to the server via (S)FTP, assuring that correct permissions are in place on hosting provider and permission to make changes for the purpose of this Agreement;
   1. The Client shall perform its obligations under this Agreement in a reasonable and timely manner.
   2. The Client will be responsible for procuring any third-party co-operation reasonably required for the provision of the Services.
   3. The Client will be responsible for obtaining suitable licences of third party software (such as Data Management Platform) which are required for the full use of the Services.
   4. The Client authorises the Agency use of all Client logos, trademarks, product images, website images and any creative assets required to fulfil this Agreement.
   5. If Client’s requires minor content update if this is part of the agreed services and incoporated in Schedule 1 – the Agreed Scope of Works, the Client will property convey content updates in electronic format for this purpose. The Agency can create site content for an additional fee.
   6. The Client will not request, permit or authorise anyone other than the Agency to provide any maintenance services in respect of the Website or the Websites and should they do so then any support that will then be provided by the Agency will be chargeable and not covered by this Agreement.
6. **Project Fee and payment**
   1. All fees are non-refundable.
   2. The Client will pay to the Agency the Project Fees in respect of the Services, which will be equal to:
7. the monthly fee as outlined in the Schedule 1 - Agreed Scope of Works; plus
8. any expenses incurred bythe Agency in providing the Services that go beyond that incorporated in the monthly fee as outlined in the Schedule 1 - Agreed Scope of Works, (which expenses will be passed).
   1. The Agency will issue invoices to the Client in respect of Charges for the Services monthly in advance unless outlined otherwise in the contract terms.
   2. The Client will pay the Charges to the Agency within 7 days of entering into this agreement and subsequent payments being on the same day of each month.
   3. All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise.
   4. Charges must be paid by direct debit, standing order or bank transfer (using such payment details as are notified by the Agency to the Client from time to time).
   5. If the Client does not pay any amount properly due to the Agency under or in connection with the Agreement, the Agency may:

(a) charge the Client interest on the overdue amount at 8% per annum above the base rate of Bank of England (which interest will accrue daily from the due date until the date of actual payment and be compounded quarterly); or

(b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;

(c) issue written demands for all sums due, each such demand will be chargeable to the Client for a fee of £50 plus VAT;

(d) all of the Client’s project will be suspended until all overdue sums are paid;

(e) all outstanding sums (including interest and charges set out above) will be deducted from the Client’s credit/debit card. The client hereby authorises such deductions;

(f) refer all outstanding debts to a debt collection agency thus incurring an additional surcharge of 15% plus VAT. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Client and will be legally enforceable.

5.9 The Agency will:

(a) collect and collate evidence of all expenses;

(b) retain such records and evidence during the Term and for a period of 3 month following the end of the Term; and

(c) supply such records and evidence to the Client within 30 Business Days following receipt of a written request to do so.

5.10 if the Agency has discounted fees to the Client and the Client breaches or defaults any part of this agreement the Agency will pursue the full fee prior to any discount given to the Client.

1. **Legality**
   1. The Client must not use the Website:
2. to host, store, send, relay or process any material; or
3. for any purpose;which is unlawful, illegal, fraudulent, or which breaches any applicable laws, regulations or legally binding codes, or infringes any third-party rights, or may give rise to any form of legal action against the Agency or the Client or any third party.
4. The Agency reserves the right to refuse service to anyone requesting changes or modification of web pages for illegal purposes, inappropriate or offensive purposes or any other purpose that in our opinion is inappropriate.
   1. Without prejudice to the generality of Clause [10.1], the Client warrants that any list (including any email marketing list) provided by the Client, or on behalf of the Client, to the Agency will have been collected and collated in accordance with all applicable laws and regulations, and that the use of any such list by the Agency for the purposes of the Services [in accordance with the instructions of the Client] will not:
5. breach any applicable laws (including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council);
6. infringe any third party’s legal rights; or
7. give rise to any cause of action whether against the Agency, the Client, or any other person.
   1. Where the Agency reasonably suspects that there has been a breach of the provisions of this Clause [6], the Agency may suspend any or all of the Services and/or the Client’s access to any or all Services while it investigates the matter.
   2. Any breach by the Client of this Clause [6] will be deemed to be a material breach of the Agreement.
   3. The Client hereby indemnifies and undertakes to keep indemnified the Agency against any and all liabilities, damages, losses, expenses and costs (including legal expenses and amounts paid in settlement of any claim or legal action) arising, directly or indirectly, out of any breach [or alleged breach] by the Client of this Clause [6].
8. **Intellectual Property Rights**
   1. The Client warrants that they have the right to use all Client Site Materials supplied by them to the Agency and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and all Intellectual Property Rights subsisting therein at all times.
   2. The Agency warrants that they have the right to use all Agency Site Materials supplied by them as part of the Website and that, where applicable, all necessary permissions and rights have been obtained.
   3. The Agency shall retain ownership of all Intellectual Property Rights subsisting in the Website until the Project Fees are paid in full by the Client. Upon receipt by the Agency of all sums due, the Agency shall assign the online rights only to the Client immediately, and the Parties shall execute all documents necessary to give effect to that assignment.
   4. The Client shall indemnify the Agency against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party’s Intellectual Property Rights by any part of the Client Site Materials provided that the Agency;
      1. promptly notifies the Client in writing of the claim or proceedings;
      2. makes no admissions or settlements without the Client’s prior written consent;
      3. provides the Client with all information and assistance that the Client may reasonably require; and
      4. gives the Client sole authority to defend or settle the claim or proceedings.
9. **Warranties**
   1. The Client warrants to the Agency that it has the legal right and authority to enter into and perform its obligations under the Agreement. The signatory to this Agreement warrants that he/she has the authority to commit the Client to this Agreement.
   2. The Agency warrants to the Client:
10. that it has the legal right and authority to enter into and perform its obligations under the Agreement; and
11. that it will perform its obligations under the Agreement with reasonable care and skill.
    1. The Client acknowledges and agrees that:
12. All work for monthly maintenance tasks will be scheduled according to the Agency’s workflow. We have a process and maintain sites for many Clients, therefore. All website updates work that counts towards the Client’s monthly time allowance is done on a first come first serve basis, except in the case of a total website down issue, which would be considered an “emergency” and would take priority.
13. The Agency will make available a email [support@haartyhanks.com](mailto:support@haartyhanks.com) to enable the Client to contact the Agency in relation to requests for Maintenance Services and Technical Support Services. The Agency will use reasonable endeavours to respond to requests for support made within 24-48 hours unless otherwise agreed.
14. The Agreement only covers support during business working hours and does not include weekend support, unless otherwise specified in Schedule 1 – Agreed Scope of Works. If support is required at weekend or bank holidays this would be subject to additional fees.
15. Failure by Client to answer a question critical to the completion of a task within 5 business days may cause that task to be and moved to the “end of the line” of the Agency’s work queue. Depending on the time of month, this could cause that task to roll over into the next month’s bucket of update requests.
16. Once the time allocated, as specified in Schedule 1 – Agreed Scope of Works, has been reached for the month, any unfinished tasks on the Client’s task list will be rolled into the next month for processing
17. Should the Client wish to have additional tasks completed in the same month, they will be billed on an hourly basis of £100 per hour.
18. Client understands that if they provide the Agency with a maintenance task and the task has been completed, then they wish to make changes to the task, any additional time to make these changes will count towards the monthly allowance of time.
19. Website updates exclude, but are not limited to, image editing, graphic design, graphic editing, database design, database changes, programming, and search engine optimisation.
20. Website updates do not include website redesign, re-alignment or re-development equalling more than 50% change to web page, web graphics on the website (i.e. 4 graphics on website, and you want 3 changed, there is a charge for anything above 2, meaning 50%).
21. CMS design, integration of plugins that require intensive configuration, or programming of things that require extensive time to set up, including but not limited to blogs, shopping carts, API integrations with third party services, and web forums are not considered “minor” changes and therefore are not included in this Agreement. These require a separate design or development agreement.
22. Maintenance Agreement does not include training on how to use your website, WordPress, Magento or email unless otherwise agreed, but we can provide training at additional cost.
23. Maintenance Agreement does not include training on search engine optimisation (SEO) or other online digital marketing.
24. All communications will be done during regular business hours, which are Monday through Friday from 9:00 AM to 5:00 PM (GMT).
25. If the Client’s website is not hosted with the Agency, then the Agency have no control over Client’s hosting company in regard to server downtime, incompatibilities with software, PHP compatibility issues, etc.
26. If the Client’s email accounts are not hosted with the Agency, then the Agency cannot be responsible for Client’s email issues or troubleshooting problems on their own computer. Our role is to maintain and keep your website running at its optimal capabilities. We are not your IT team
27. Unused time is not accumulative and does not transfer from month to month. Maintenance Services time is strictly month to month.
28. The Agency is not responsible for rewriting sentences, restructuring paragraphs, or checking for typing errors, misspellings, etc.
29. The Agency is not responsible for changes made to Client’s web site(s) by other parties, including the Client themselves.
30. During the duration of this contract, the Client agrees that the Agency will be the sole provider of maintenance services for the website, and no other party will have access to or rights to change the web site’s code . If a party, including the Client, other than the Agency makes changes to the web site’s code, any errors that are created must be repaired and will be charged for at the hourly rate specified above.
31. The Agency is not responsible for third-party plugins that may become unusable as a result of Maintenance Services performed.
32. The Agency will not repair Client’s website(s) that became compromised, hacked, or otherwise defaced or infected prior to the Maintenance Services Agreement.
33. The Client acknowledges that the Agency can only act and provide services based on the information given by the Client and/or by its representatives.
    1. All of the parties liabilities and obligations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.
34. **Limitations and exclusions of liability**
    1. Nothing in the Agreement will:
35. limit or exclude the liability of a party for death or personal injury resulting from negligence;
36. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
37. limit any liability of a party in any way that is not permitted under applicable law; or
38. exclude any liability of a party that may not be excluded under applicable law.
    1. The limitations and exclusions of liability set out in this Clause 9 and elsewhere in the Agreement:
39. are subject to Clause 9.1;
40. govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
41. will limit and exclude the liability of the parties under the express indemnities set out in the Agreement.
    1. The Agency will not be liable to the Client or its subsidiaries or associates in respect of anyloss, damage or corruption to;
42. software or hardware,
43. any data or database;
44. any business, contracts or commercial opportunities;
45. any profits, anticipated profits, revenues, anticipated savings, goodwill;
46. any special, indirect or consequential loss or damage.to income, share prices, use, production;
47. any arising out of a Force Majeure Event;
    1. Nothing in this Agreement shall limit either Party’s liability under sub-Clause 9.6 [or Clause 10] and no sums to be paid thereunder shall count towards the cap on each Party’s liability under sub-Clause 9.5.
    2. Subject to sub-Clause 9.4, each Party’s total liability to the other in respect of any claims based on any events in any calendar year arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed £1,000.
    3. Nothing in this Agreement shall limit or exclude either Party’s liability for death or personal injury caused by that Party’s negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.
48. **Data protection**
    1. The Client warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Agency under the Agreement, and that the processing of that Personal Data by the Agency for the purposes of and in accordance with the terms of the Agreement will not breach any applicable laws (including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council).
    2. Where the Agency provides services to the Client as a data processor on their behalf, it will ensure that it complies with the specific requirements for data processors relating to the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.
    3. The Agency warrants that:

(a) it will act only on instructions from the Client in relation to the processing of any Personal Data performed by the Agency on behalf of the Client; and

(b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by the Agency on behalf of the Client.

1. **Confidentiality**
   1. All fees, services, documents, recommendations, and reports are confidential.
   2. Each party will keep confidential the Confidential Information of the other party, and will not disclose that Confidential Information except as expressly permitted by this Clause 16.
   3. Each party will protect the confidentiality of the Confidential Information of the other party using at least reasonable security measures.
   4. The Confidential Information of a party may be disclosed by the other party to its employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.
   5. These obligations of confidentiality will not apply to Confidential Information that:
2. has been published or is known to the public (other than as a result of a breach of the Agreement);
3. is known to the receiving party, and can be shown by the receiving party to have been known to it, before disclosure by the other party; or
4. is required to be disclosed by law, or by an order (binding upon the relevant party) of a competent governmental authority, regulatory body or stock exchange.
5. **Publicity**

12.1 We reserve the right to use the Client name and website address in the Agency’s promotional material unless a written request for confidentiality is provided by the Client.

1. **Termination**
   1. Either party may terminate the Agreement by giving at least 30 days written notice to the other party, after the Minimum Term. By providing written notice to the other party during the Renewal Term either party may elect to terminate this Agreement upon (but not before) expiry of the Renewal Term. For the avoidance of doubt, parties are entitled to give written notice to terminate the agreement at any time within the Minimum Term or any subsequent Renewal Term, however termination will not occur until the end of the relevant Minimum Term or Renewal Term.
   2. Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:
2. commits any material breach of any term of the Agreement, and:
   1. the breach is not remediable; or
   2. the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or

(b) persistently breaches the terms of the Agreement.

13.3 Either party may terminate the Agreement immediately by giving written notice to the other party if:

(a) the other party:

1. is dissolved;
2. ceases to conduct all (or substantially all) of its business;
3. is or becomes unable to pay its debts as they fall due;
4. is or becomes insolvent or is declared insolvent; or
5. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
7. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent Agency reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);
8. (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
9. **Effects of termination**
   1. Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 6.5, 5.7,9, 11, 14 and 15.3 to 15.12.
   2. Termination of the Agreement will not affect either party’s accrued rights (including accrued rights to be paid) as at the date of termination.
   3. If the Agreement is terminated under Clause 13.1, or by the Client under Clause 13.2 or 13.3 (but not in any other case) the Client acknowledges that no refunds will be given for fees paid. Furthermore, the Agency will also be entitled to be paid for the remaining duration of this Agreement.
   4. Save as provided in Clause 14.3, the Client will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to the Agency.

**15. General**

* 1. Any notice given under the Agreement must be in writing (whether or not described as “written notice” in the Agreement) and must be delivered personally, sent by pre-paid first class post or email, for the attention of the relevant person, and must be addressed to Jubilee Centre, 10-12 Lombard Road, Wimbledon, London, SW19 3TZ or email address given in the Proposal (or as notified by one party to the other in accordance with this Clause). Notices to the Client will be sent to the address provided when signing this Agreement.
  2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

1. where the notice is delivered personally, at the time of delivery;
2. where the notice is sent by post, 48 hours after posting; and
3. where the notice is sent by email, at the time of receiving the transmission (providing the sending party requets a receipt acknowledgement evidence of the transmission).
   1. No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
   2. If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
   3. Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
   4. The Agreement together with the terms and conditions may not be varied except by a written document signed by or on behalf of each of the parties.
   5. The Agency may freely assign their rights and obligations under the Agreement without the other party’s consent to any Affiliate of the assigning party or any successor to all or substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any rights or obligations under the Agreement.
   6. The Agency may subcontract any of its obligations under the Agreement to any third party.
   7. Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party’s power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
   8. The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
   9. Subject to Clause 9.1:
4. the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
5. neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement; and
6. neither party will have any liability other than pursuant to the express terms of the Agreement.
   1. The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

**16. Force Majeure**

* 1. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.
  2. In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure, the affected Party shall be entitled to a reasonable extension of the time for performing those obligations.

1. **No Waiver**
   1. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be awaiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall bedeemed to be a waiver of any subsequent breach of the same or any other provision.