**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:

**“Acceptance Retests”** means the retests to be carried out in the event of  Defects

**“Acceptance Tests”**  means the tests to be carried out on the Website as set out in the Agreed Scope of Works

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

**“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;

**“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;

**“Client Materials”**  means any and all content provided by the Client to the Agency for incorporation into the Design;

“**Confidential Information”**  means any information suppl (whether supplied in writing, orally or otherwise) by one party to the other party marked 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, video games 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 be construed accordingly);

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

**“Defect Report”**  means a report of Defects compiled by the Agency

**“Defect”**  means any failure in the Website that causes it to fail any part of the Acceptance Tests;

**“Effective Date”** means the date when the Agency sends to the Client its written confirmation that the Agreement is agreed, following the Client’s acceptance 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 (including failures of or 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 any application 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);

**“Non-Developer Defect”**  means any failure in the Website that causes it to fail any part of the Acceptance Tests that has been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Agency has no responsibility;

**“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), calculated in accordance with Schedule 1 - Agreed Scope of Works;

**“Project Manager”**  means a Project Manager appointed by either Party;

**“Project Milestone”**  means one of multiple phases that the design and development of the Website shall be divided into, as set out in the Agreed Scope of Works;

**“Retest Period”**  means the period within which the Acceptance Retests shall be carried out;

**“Testing Period”**  means the period within which the Acceptance Tests shall be carried out.

**“Services”**  means all services provided to the Client, as detailed in Clause [3];

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

**“Website”**  means the website or websites 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. The Clause headings do not affect the interpretation of the Agreement.
   2. 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 commence on the Effective Date and shall (subject to earlier termination under clause [13]) terminate automatically on Completion of the works and payment of all outstanding sums **OR** the First anniversary of the Effective Date, unless the parties agree in writing to extend the term of this Agreement by a further year.

1. **Project Specification and Client Materials**
   1. The Parties have prepared and agreed upon the Project Specification as set out in Agreed Scope of Works.
   2. The Agency shall provide the Services which shall include planning, designing and development, and delivery of the project in accordance with the Agreed Scope of Works and in accordance with any Project Milestones set out there.
   3. Either Party may request or propose amendments to the Project Specification. Any proposed amendments must be made in writing.
   4. Within 5 Business Days of receipt of a request or proposal under sub-Clause 5.3, the Agency shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Project Fees the Project Specification and timings.
   5. Within 5 Business Days of receipt of the Agency’s notice under sub-Clause 5.4, the Client shall notify the Agency in writing of its acceptance of the Agency’s changes to the Project Fees,Project Specification and timings or shall request a meeting with the Project Manager to discuss the same further.
   6. The Client Materials shall be provided by the Client.
2. **Services**
   1. From the Effective Date, the Agency will provide planning, designing and development, and as may be further described in Schedule 1 - Agreed Scope of Works.
   2. Idea/mood board this shapes the direction of the creative design and thus the Client shall provide;
3. all the ideas and any relevant content within a week of commencement of the project so that both parties can refer to this during the design phase;
   1. The Agency has allocated limited man-hours and costings for each Services. In the event, that these hours or costs go above what has been allocated, then the Agency has the discretion to make adjustment(s) to one or more of the Services in order to maintain the overall accumulative allocation of man hours and costings. If these adjustments are not feasible, the Client will incur additional fees.
4. **Clients Responsibilities**
   1. The Client shall promptly provide to the Agency:
5. a detailed set of ideas and requirements that can be referred to during the design phase
6. any and all information, data, documentation, and Client Materials that the Agency reasonably requires in order to perform its obligations under this Agreement;
7. all other co-operation, information and documentation reasonably required by the Agency for the provision of the Services;
8. access to all owned media and creative assets including product images. All images to be provided in high resolution using common file formats;
   1. The Client shall be fully responsible for the Client Materials and for all content, accuracy, and completeness thereof and shall indemnify the Agency against any and all damages, losses, and expenses arising as a result of any claims or proceedings on the grounds that the Client Materials contain any material that is unlawful or otherwise offensive (including, but not limitedto, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).
   2. The Client hereby acknowledges that the Agency’s ability to perform its obligations under this Agreement including, but not limited to, the design in accordance with the Project Specification, is dependent on the Client’s full and timely cooperation and the Client hereby agrees to provide the same.
   3. The Client will be responsible for procuring any third-party co-operation reasonably required for the provision 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. The Client shall ensure that any addresses and associated personal information provided by or on behalf of the Client to the Agency for use in connection with providing the Services under this Agreement has been collected in accordance with applicable law, and that the use of such information by the Agency is in accordance with this Agreement and the Client’s instruction will not breach any applicable law.
   6. The Client must promptly, following receipt of a written request from the Agency to do so, provide written feedback to the Agency concerning the Agency’s proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.
9. **Project Management and Updates**
   1. Each Party shall appoint one dedicated Project Manager who shall be responsible for liaising with the other Party on all matters under this Agreement. Each Project Manager shall have the necessary knowledge and experience of all relevant matters, and the authority to commit the Party by whom they are appointed.
   2. The Agency shall provide regular project updates detailing the progress of the design and development of the Website. In particular, such reports shall indicate any important matters requiring the Client’s attention.
10. **Third-Party Software**
    1. The Third-Party Software as maybe set out in Agreed Scope of Works shall be supplied and incorporated into the Project in accordance with the applicable software licence agreement(s)
    2. The licence fee(s), if any, that are payable for the Third-Party Software shall form a part of the Project Fees payable as set out in Schedule 1 – Agreed Scope of Works
11. **Development, Testing, and Acceptance**
    1. Upon completion of the crestives of the Project by the Agency in accordance with the Project Specification and the Client shall have a 7 Business Day Period during which it shall review and accept by with confirmation of the same.
    2. In the event that the creative are not accepted, the Client shall inform the Agency prior to the end of the 7 day period **all** Defects in writing.
    3. Upon receipt by the Agency of the Client’s information under sub-Clause 8.3, the Agency shall have a period of 7 Business Days to compile the Client’s reports of Defects into a Defect Report which the Agency shall provide to the Client in writing by the end of that period.
    4. Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable time to discuss the Defects and to agree upon solutions and a suitable timetable for implementing such solutions.
    5. Defects shall be remedied by the Agency at no additional cost to the Client.  The Client may request that the Agency remedy any Non-Agency Defects, however the Agency shall reserve the right to charge the Client in full for such remedial work at its then-current rates for such work and to require full payment of the same in advance.
    6. Where applicable, upon completion by the Agency of any and all necessary work to remedy Defects identified during the Acceptance Tests, the Client shall have 7 Business Day Retest Period during which it shall carry out the Acceptance Retests on the Website (or the affected parts thereof, as appropriate).
    7. The Website shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (excluding Non-Developer Defects and any Defects accepted by the Client). Upon successful completion of the Acceptance Tests, the Client shall confirm the same by means of a Final Project Acceptance Form which it shall return to the Agency without undue delay.
    8. Notwithstanding the foregoing provisions of Clause 8, the Client shall be deemed to have accepted the Creatives before the Acceptance Tests and (where applicable) Acceptance Retests have been passed if:
       1. the Client uses the Creatives or any part of it in the course of business other than for testing purposes in accordance with the Acceptance Tests or Acceptance Retests; or
       2. the Acceptance Tests or Acceptance Retests are unreasonably delayed for a period of more than 7 Business Days by the Client without the Agency’s written agreement to such a delay and to extend the relevant Testing Period or Retest Period.
    9. Within 5 days of acceptance of the completed creatives under sub-Clause 8.9, the Agency shall handover the completed creatives to the Client.
12. **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:
13. the fee as outlined in the Schedule 1 - Agreed Scope of Works; plus
14. any expenses incurred by the Agency in providing the Services that go beyond that incorporated in the 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 Project Fees for the Services and the Client will settle within 7 days of receipt of the Agency’s invoice for the same.
    2. The Client will pay the assignment fee, as detailed in Schedule 1 – Agreed Scope of Works, to the Agency on or before the Effective Date of this agreement.
    3. All fees stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise.
    4. Fees 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:
15. 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
16. claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;
17. issue written demands for all sums due, each such demand will be chargeable to the Client for a fee of £50 plus VAT;
18. all of the Client’ project will be suspended until all overdue sums are paid;
19. 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;
20. pursue for all outstanding debts through the legal courts and issue Insolvency or County Court Summons. The subsequent issuing fee, legal fees and other incidental charges incurred will be the responsibility of the Client and will be legally enforceable
21. 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;
22. without prejudice to the Agency‘s right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due the Agency reserve the right to be paid on an indemnity basis any costs the Agency incurs in recovering any money due under this Agreement (and the costs of recovering such costs) including the Agency administrative costs and any costs incurred with lawyers or debt collection agencies. The Agency‘s administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating the Agency‘s administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.
23. **Legality**
    1. The Client must not use the Creatives:
24. 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.
    1. Without prejudice to the generality of Clause [14.1], 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:
25. 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);
26. infringe any third party’s legal rights; or
27. 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 [10], 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 [10] 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 [10].
28. **Intellectual Property Rights**
    1. The Client warrants that they have the right to use all Client 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 Materials and all Intellectual Property Rights subsisting therein at all times.
    2. The Agency warrants that they have the right to use all Agency  Materials supplied by them as part of the project 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 project until the Project Fees are paid in full by the Client. Upon receipt by the Agency of all sums due, the Agency shall assign all rights 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.
29. **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:
30. that it has the legal right and authority to enter into and perform its obligations under the Agreement; and
31. that it will perform its obligations under the Agreement with reasonable care and skill.
    1. The Client acknowledges that:
32. the Agency will not be responsible for any alterations to the Website made by the Client or any third party that reverse or effect made to the Website by the Agency as part of the Services; The Client will be charged an additional fee for re-constructing content, based on the hourly rate of £100 per hour.
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 14 and elsewhere in the Agreement:
39. are subject to Clause 14.1;
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 any loss, 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 14.6 [or Clause 15] and no sums to be paid thereunder shall count towards the cap on each Party’s liability under sub-Clause 14.5.
    2. Subject to sub-Clause 14.4, 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**

17.1 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 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:
3. the breach is not remediable; or
4. 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
5. persistently breaches the terms of the Agreement.
   1. Either party may terminate the Agreement immediately by giving written notice to the other party if:
6. the other party:
7. is dissolved;
8. ceases to conduct all (or substantially all) of its business;
9. is or becomes unable to pay its debts as they fall due;
10. is or becomes insolvent or is declared insolvent; or
11. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
12. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party
13. 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);
14. (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.
15. **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, 11.5, 10.6, 14, 16, 19 and 20.3 to 20.12.
    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 18.1, or by the Client under Clause 18.2 (but not in any other case) the Client acknowledges that no refunds will be given for completed phases. Furthermore, the Agency will also be entitled to be paid for the completed portion of any phase that has already started that the Client has not paid for. The Agency will solely determine the percentage of any phases completed and thereafter calculate charges payable by the Client accordingly.
    4. Save as provided in Clause 18.2, 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.

**20. 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 the transmission (providing the sending party retains written 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 14.1:
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.

**21. 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 a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.