ENABLE GREAT LIMITED: GENERAL TERMS & CONDITIONS

Version 1.4, November 2026

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Terms and Conditions, the following words have these meanings:

Agreement means the contract between you and us comprising: (a) the Statement of Work; (b) these Terms and Conditions; and (c) any other documents expressly referred to in the Statement of Work.

Business Day means Monday to Friday, excluding public holidays in England and Wales.

Business Hours means 9:00am to 5:30pm on a Business Day.

Charges means the fees payable for the Services as set out in the Statement of Work, proposal, estimate, or invoice.

Client Materials means any documents, data, information, or materials provided by you to us.

Confidential Information means information that is proprietary or confidential and is disclosed by one party to the other, whether orally or in writing, and whether marked as confidential or not.

Day Rate means the daily charge for Services as specified in the Statement of Work, calculated on the basis of 7.5 hours of work per day. Half-days comprise 3.75 hours and are charged at 50% of the Day Rate.

Deliverables means any reports, recommendations, documents, materials, or work product created specifically for you as part of the Services.

Expenses means reasonable costs incurred in delivering the Services, including travel, accommodation, and materials, unless otherwise agreed in writing.

Material means significant in the context of the Agreement as a whole, taking into account factors such as financial impact, duration of the issue, and effect on the ability to deliver or receive the Services.

Professional Indemnity Insurance means a professional indemnity insurance policy with a minimum coverage of £1,000,000.

Services means the advisory, consultancy, or other services to be provided by us as described in the Statement of Work, and reference to "advisory", "consultancy", "fractional CTO services", "technology due diligence", or similar terms shall be interpreted accordingly.

Statement of Work means the document, proposal, email or other written correspondence, quote, or invoice setting out: (a) the scope of Services to be provided; (b) the applicable Charges; (c) the expected timescales; and (d) any other specific terms agreed in writing between us.

We/Us/Our means Enable Great Limited, a company registered in England and Wales (company number 16488176), whose registered office is at Faulkner House, 31 West Street, Wimborne, Dorset, England, BH21 1JS.

Writing or **Written** includes any form of written communication including email, letters, and any other durable medium that can be stored and reproduced.

You/Your means the person or organisation engaging us to provide Services.

1.2. Interpretation

In these Terms and Conditions:

1.2.1. References to "writing" or "written" include email

1.2.2. Headings are for convenience only and do not affect interpretation

1.2.3. Words in the singular include the plural and vice versa

1.2.4. References to "includes" or "including" are not limiting

1.2.5. References to clauses are to clauses of these Terms and Conditions

2. THE AGREEMENT

2.1. Application of Terms

These Terms and Conditions apply to all Services provided by us. By engaging us to provide Services, you agree to be bound by these Terms and Conditions.

2.2. The Contract

The Agreement between you and us comprises:

2.2.1. The Statement of Work (including any proposal, quote, or agreed scope in email or other written correspondence)

2.2.2. These Terms and Conditions

2.2.3. Any other documents expressly referred to in the Statement of Work

2.3. Order of Precedence

In the event of any conflict or inconsistency between these documents, the order of precedence shall be (highest to lowest):

2.3.1. The Statement of Work (for specific terms relating to that engagement)

2.3.2. These Terms and Conditions (for general terms)

2.4. Variations

Any variation to the scope, timescales, or Charges for Services must be agreed in writing between both parties. We reserve the right to charge additional fees for work that falls outside the agreed scope.

2.5. Acceptance

By signing a proposal, authorising commencement of Services, making payment for Services, or providing written confirmation to proceed, you confirm that you have read and accept these Terms and Conditions. We will provide these Terms and Conditions with all proposals, quotes, and on request. Current Terms and Conditions are available at www.enablegreat.com/terms.

3. SCOPE OF SERVICES

3.1. Service Delivery

We shall provide the Services with reasonable skill and care, in accordance with good industry practice and as described in the Statement of Work.

3.2. Time Estimates

Any timescales or delivery dates specified in the Statement of Work are estimates only and shall not be of the essence unless expressly agreed otherwise in writing. We shall use reasonable endeavours to meet agreed timescales.

3.3. Changes to Services

Where you request changes to the Services after agreement of the Statement of Work:

3.3.1. We will assess the impact on scope, timescales, and Charges

3.3.2. Any such changes must be agreed in writing

3.3.3. We reserve the right to charge additional fees for any resulting increase in scope

3.4. Dependencies

Our ability to deliver Services on time and to the required standard is dependent on:

3.4.1. Your timely provision of information, access, and materials

3.4.2. Your completion of any agreed responsibilities

3.4.3. Your availability for meetings, reviews, and decisions

Where delays arise due to your acts or omissions, we shall be entitled to adjust timescales and Charges accordingly.

3.5. Service Limitations

Unless expressly agreed otherwise in the Statement of Work:

3.5.1. The Services are advisory and consultancy in nature. We provide recommendations and

strategic guidance based on our professional judgment and the information available to us at the time.

3.5.2. We are not responsible for the implementation or execution of any recommendations we provide unless implementation services are explicitly included in the Statement of Work.

3.5.3. We do not guarantee or warrant specific outcomes, results, or business benefits. The realisation of any outcomes depends on numerous factors outside our control, including your implementation approach, organisational capability, market conditions, and actions of third parties.

3.5.4. All decisions regarding the adoption and implementation of our advice remain your sole responsibility.

3.5.5. Our advice is based on information made available to us. We are entitled to rely on the accuracy and completeness of such information without independent verification unless expressly agreed otherwise.

3.5.6. Where the Services include fractional, interim or embedded leadership roles, we act in an advisory and supporting capacity. Clause 3.5.4 applies equally to such roles, and you retain decision-making authority and accountability for all business decisions made in connection with the Services, including those relating to technology, investment, vendors and personnel.

4. YOUR RESPONSIBILITIES

4.1. Information and Access

You shall:

a) Provide us with all information, documentation, and data reasonably required to deliver the Services

b) Ensure such information is accurate, complete, and provided in a timely manner

c) Provide reasonable access to your personnel, systems, and premises as required

d) Respond to reasonable requests for decisions or clarification within agreed timescales

4.2. Client Materials

You warrant that:

a) You have the right to provide any Client Materials to us

b) Our use of Client Materials in providing the Services will not infringe any third party rights

c) Client Materials do not contain anything unlawful, defamatory, or malicious

4.3. Cooperation

You shall:

a) Cooperate with us in all matters relating to the Services

b) Complete any agreed responsibilities set out in the Statement of Work

c) Make available personnel with appropriate knowledge and authority to work with us

4.4. Notification of Issues

You shall promptly notify us of:

a) Any matter that may affect our ability to deliver the Services

b) Any concerns or issues relating to the Services

c) Any changes to your circumstances that may impact the engagement

5. OUR OBLIGATIONS

5.1. Standard of Care

We shall provide the Services:

a) With reasonable skill and care

b) In accordance with good industry practice

c) As described in the Statement of Work

d) In compliance with applicable laws

5.2. Professional Indemnity Insurance

We will obtain and maintain Professional Indemnity Insurance with minimum coverage of £1,000,000 before commencement of Services and throughout the term of our engagement. In the event we cease trading, we shall notify you promptly and use reasonable endeavours to maintain run-off cover for at least 12 months following cessation. Evidence of current insurance will be provided upon request.

5.3. Qualified Personnel

Services shall be provided by appropriately qualified and experienced personnel (including any sub-contractors engaged in accordance with Clause 13). Where we use different personnel during an engagement, we shall ensure they possess equivalent qualifications and experience.

5.4. Conflicts of Interest

We shall notify you promptly if we become aware of any conflict of interest or potential conflict of interest that may affect our ability to provide the Services impartially. We shall not act where such conflict cannot be appropriately managed.

5.5. Communication

We shall:

5.5.1. Keep you informed of progress with the Services

5.5.2. Notify you promptly of any matters that may materially affect delivery, timescales, or Charges

5.5.3. Respond to reasonable queries and requests within a reasonable timeframe

6. CHARGES AND PAYMENT

6.1. Charges

The Charges for Services shall be as set out in the Statement of Work, proposal, estimate, or invoice. Unless otherwise stated in writing, all Charges are exclusive of VAT and other applicable taxes, which shall be added at the prevailing rate.

6.2. Basis of Charging

Services may be provided on either:

6.2.1. A fixed price basis for agreed deliverables; or

6.2.2. A day-rate basis for time spent (as defined in clause 1.1 and as specified in the Statement of Work)

Where Services are provided on a day-rate basis, we shall provide reasonable notice of time spent and obtain your approval before exceeding any agreed estimate by more than 10%.

6.3. Invoicing

Unless otherwise agreed in writing:

6.3.1. For ongoing Services, we shall invoice you at the end of each calendar month for Services provided during that month

6.3.2. For fixed-price engagements, we shall invoice on completion of Services or in accordance with agreed milestones

6.3.3. Invoices shall include reasonable detail of Services provided and time spent (where applicable)

6.4. Payment Terms

Payment is due within 14 (fourteen) days of the invoice date, unless otherwise agreed in writing. Payment shall be made by bank transfer to the account specified on the invoice in pounds sterling (£). Where agreed in advance, we may invoice in euros (€) at the prevailing exchange rate on the invoice date.

6.5. Late Payment

If payment is not received by the due date:

6.5.1. Interest shall accrue daily on the outstanding amount at the rate of 8% above the Bank of England base rate per annum, calculated from the due date until payment is received in full.

6.5.2. We reserve the right to suspend provision of Services until payment is received.

6.5.3. We may charge reasonable and evidenced costs incurred in recovering the debt, including internal administration costs, legal fees, debt collection charges, and court costs.

6.6. Disputed Invoices

If you dispute any invoice, you must notify us in writing within 5 (five) Business Days of the invoice date, providing details of the dispute. You shall pay any undisputed portion of the invoice by the due date. We shall work with you in good faith to resolve any genuine disputes promptly.

6.7. Expenses

6.7.1. Unless otherwise agreed in writing, reasonable Expenses incurred in delivering the Services shall be charged in addition to the Charges. Expenses shall be charged at cost and may include:

a) Travel costs (rail, air, taxi)

b) Accommodation

c) Subsistence

d) Materials and resources required for delivery

6.7.2. Where Expenses are anticipated to exceed £500 for any engagement, we shall obtain your prior approval before incurring such costs. We shall provide receipts or other reasonable evidence of Expenses upon request.

6.8. Variation to Charges

We reserve the right to increase the Charges on each anniversary of the commencement of Services (or, for ad-hoc engagements, on 1st April each year) in line with the UK Consumer Price Index (CPI) or by 3%, whichever is greater. We shall provide at least 30 days' written notice of any such increase.

6.9. Set-Off

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding (except where required by law).

7. CANCELLATIONS AND RESCHEDULING

7.1. Scheduled Resources

Where you have scheduled our time for Services (whether through a Statement of Work or by booking specific dates), the following cancellation charges shall apply based on notice given prior to the scheduled date:

Notice Period	Cancellation Charge
0–2 Business Days	100% of Charges for scheduled time
3–5 Business Days	50% of Charges for scheduled time
6–10 Business Days	25% of Charges for scheduled time
10+ Business Days	No charge

For the avoidance of doubt, notice received after 5:00pm on a Business Day shall be deemed received on the next Business Day.

7.2. Rescheduling

Where you request rescheduling of scheduled time:

7.2.1. We shall use reasonable endeavours to accommodate your request

7.2.2. If we cannot reallocate the originally scheduled time to other work, the cancellation charges in Clause 7.1 shall apply

7.2.3. No charge shall apply where rescheduling is agreed at least 10 Business Days in advance and we can accommodate the new dates

7.3. Our Cancellation

If we need to cancel or reschedule scheduled time due to circumstances beyond our reasonable control, we shall:

7.3.1. Provide as much notice as reasonably practicable

7.3.2. Use reasonable endeavours to propose alternative dates

7.3.3. Not charge for the cancelled time

7.4. Client-Caused Cancellation

Where we must cancel or reschedule scheduled time due to your failure to fulfil agreed responsibilities (for example, failure to provide access, information, or personnel as agreed), we reserve the right to apply the cancellation charges set out in Clause 7.1, calculated from the point at which we became aware that your non-performance would impact the scheduled work.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Your Intellectual Property

All intellectual property rights in Client Materials and any pre-existing materials, data, or intellectual property owned by you shall remain your property.

8.2. Our Intellectual Property

All intellectual property rights in our pre-existing materials, methodologies, frameworks, know-how, and working practices shall remain our property. This includes:

8.2.1. Our general advisory methodologies and approaches

8.2.2. Template documents and frameworks

8.2.3. Tools and analysis techniques

8.2.4. Knowledge and experience gained through providing the Services

8.3. Deliverables

Subject to full payment of all Charges due:

8.3.1. Where we create Deliverables specifically for you (such as reports, recommendations, or analyses), we grant you a perpetual, non-exclusive, royalty-free licence to use such Deliverables for your internal business purposes.

8.3.2. Ownership of intellectual property rights in Deliverables shall vest in us, but you may use the content and recommendations as if they were your own.

8.3.3. We retain the right to reuse the structure, format, methodologies, and general approaches contained in any Deliverables for other clients, provided we do not disclose your Confidential Information.

8.3.4. Notwithstanding clauses 8.3.1 and 8.3.2, where expressly stated in the applicable Statement of Work, ownership of specified Deliverables shall transfer to you upon receipt of full payment of all Charges relating to those Deliverables subject to the following additional provisions:

a) Any such transfer shall exclude our pre-existing materials, methodologies, frameworks, tools, processes, working practices, know-how, and general intellectual property described in clause 8.2, which shall remain our property.

b) Unless otherwise agreed in writing, we shall retain a perpetual, non-exclusive, royalty-free right to use non-confidential elements of the assigned Deliverables for internal purposes and for providing services to other clients.

8.4. Third Party Materials

Where Deliverables incorporate third party materials (such as data, research, or software), such materials remain subject to the third party's intellectual property rights and terms of use. We shall notify you of any such third party materials and any restrictions on their use.

8.5. Knowledge Retention

You acknowledge that in providing the Services we may develop general knowledge, experience, and skills. Nothing in this Agreement shall prevent us from:

8.5.1. Retaining and using such general knowledge and skills

8.5.2. Providing services to other clients in the same or similar sectors

8.5.3. Developing similar methodologies or approaches for other clients

provided that we do not disclose your Confidential Information or reproduce your specific Deliverables.

8.6. Use of Your Name

We may reference you as a client and describe the general nature of Services provided to you in our marketing materials and case studies, unless you request otherwise in writing. We shall not disclose specific details of the Services or results without your prior written consent.

9. CONFIDENTIALITY

9.1. Confidential Information

Each party shall:

9.1.1. Keep the other party's Confidential Information strictly confidential

9.1.2. Use Confidential Information only for the purposes of this Agreement

9.1.3. Not disclose Confidential Information to third parties without prior written consent

9.1.4. Protect Confidential Information with the same degree of care used to protect its own confidential information (being no less than reasonable care)

9.2. Permitted Disclosures

Either party may disclose Confidential Information:

9.2.1. To its employees, officers, advisers, and sub-contractors who need to know such information for the purposes of this Agreement, provided such persons are bound by equivalent obligations of confidentiality

9.2.2. To the extent required by law, regulation, or court order, provided (where reasonably practicable) the disclosing party gives advance notice to the other party

9.2.3. Where the information:

a) Was already known to the receiving party without obligation of confidentiality

b) Is or becomes publicly available through no breach of this Agreement

c) Is independently developed by the receiving party without reference to the Confidential Information

d) Is rightfully received from a third party without restriction

9.3. Return of Information

On termination of this Agreement or on request, each party shall (at the other party's option):

9.3.1. Return all Confidential Information and any copies; or

9.3.2. Securely destroy such information and confirm destruction in writing

This shall not apply to information that must be retained by law or information stored on backup systems in accordance with standard IT procedures, provided such information remains subject to confidentiality obligations.

9.4. Duration

The obligations in this Clause 9 shall survive termination of this Agreement and continue for a period of 5 (five) years from the date of disclosure of the relevant Confidential Information, or indefinitely for information that constitutes a trade secret.

10. DATA PROTECTION

10.1. Compliance

Both parties shall comply with all applicable data protection and privacy legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended, updated, or replaced from time to time, and to the extent applicable, the data protection or privacy laws of any other country.

10.2. Processing of Personal Data

Where we process personal data on your behalf in providing the Services:

10.2.1. You are the data controller and we are the data processor (as those terms are defined in data protection legislation)

10.2.2. You warrant that you have all necessary consents and legal bases to provide personal data to us for the purposes of the Services

10.2.3. We shall process personal data only in accordance with your documented instructions and for the purposes of providing the Services

10.2.4. We shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage

10.3. Data Processing Annex

Where the Services involve regular or substantial processing of personal data, we shall enter into a separate data processing agreement with you, setting out the detailed terms of such processing in accordance with Article 28 of the UK GDPR.

10.4. Data Breaches

We shall notify you without undue delay upon becoming aware of any personal data breach affecting personal data we process on your behalf.

10.5. Sub-processors

You consent to our use of sub-contractors to process personal data on your behalf, provided such sub-contractors are bound by equivalent data protection obligations.

10.6. Privacy Notice

Our Privacy Notice (available on our website at www.enablegreat.com/privacy) sets out how we collect and process personal data about you (including contact details and information about our business relationship) in our capacity as data controller. This Clause 10 sets out the terms that apply where we process personal data on your behalf as data processor in the course of providing the Services.

11. LIABILITY AND INSURANCE

11.1. Our Liability Cap

Subject to Clause 11.2, our total aggregate liability to you arising under or in connection with this Agreement (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall be limited to the total Charges paid by you to us in the 12 (twelve) months immediately preceding the event giving rise to the claim, or where a claim arises before any Charges have been paid, the Charges set out in the Statement of Work for the current month.

11.2. Unlimited Liability

Nothing in this Agreement shall limit or exclude either party's liability for:

11.2.1. Death or personal injury caused by negligence

11.2.2. Fraud or fraudulent misrepresentation

11.2.3. Breach of obligations under data protection legislation

11.2.4. Any other liability that cannot be limited or excluded by law

11.3. Excluded Losses

Subject to Clause 11.2, neither party shall be liable to the other for:

11.3.1. Loss of profits, revenue, business, contracts, or anticipated savings

11.3.2. Loss of or damage to goodwill or reputation

11.3.3. Loss of use or corruption of software, data, or information

11.3.4. Any indirect or consequential loss or damage

11.3.5. Any losses arising from the failure of third party products, software, or services

11.3.6. Any losses arising from your failure to act on our recommendations or advice

11.4. Basis of Advice

Subject to Clause 11.2, we shall not be liable for any losses arising from:

11.4.1. Recommendations or advice based on inaccurate, incomplete, or misleading information provided by you

11.4.2. Your failure to disclose material information relevant to the Services

11.4.3. Changes in circumstances, law, or market conditions after delivery of our advice

11.4.4. Your decisions regarding implementation of our recommendations

11.5. Mitigation

You shall take all reasonable steps to mitigate any loss or damage for which you may claim under this Agreement.

11.6. Time Limit for Claims

No claim may be brought against us more than 12 (twelve) months after you became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.

12. TERM AND TERMINATION

12.1. Commencement and Duration

This Agreement shall commence on the date of the Statement of Work and shall continue until:

12.1.1. Completion of the Services (for fixed-term engagements); or

12.1.2. Terminated in accordance with this Clause 12

12.2. Termination for Convenience

For ongoing or rolling engagements (not fixed-term contracted Services):

12.2.1. Either party may terminate this Agreement on 30 (thirty) days' written notice

12.2.2. We may invoice for all Services provided up to the date of termination

12.2.3. You shall pay all Charges due for Services provided prior to termination

12.3. Fixed-Term Contracted Services

Where the Statement of Work specifies a fixed term or minimum commitment period:

12.3.1. Neither party may terminate for convenience during such period except by mutual written agreement

12.3.2. The Agreement may be terminated in accordance with Clauses 12.4 or 12.5

12.3.3. After expiry of any fixed term, the Agreement shall continue on a rolling basis

terminable on 30 days' notice unless otherwise agreed

12.4. Termination for Material Breach

Either party may terminate this Agreement with immediate effect by written notice if:

12.4.1. The other party commits a material breach of this Agreement and (if capable of remedy) fails to remedy such breach within 14 (fourteen) days of written notice requiring it to do so; or

12.4.2. The other party commits a material breach that is not capable of remedy

Examples of material breach include (but are not limited to):

a) By you: Non-payment of undisputed Charges for more than 60 days after the due date

b) By you: Repeated failure to provide information, access, or cooperation necessary for delivery of Services

c) By either party: Breach of confidentiality or data protection obligations

d) By either party: Conduct that is unlawful, fraudulent, or brings the other party into disrepute

12.5. Termination for Insolvency

Either party may terminate this Agreement with immediate effect by written notice if the other party:

12.5.1. Becomes insolvent or unable to pay its debts as they fall due

12.5.2. Has a receiver, administrator, or liquidator appointed

12.5.3. Enters into any arrangement or composition with creditors

12.5.4. Ceases or threatens to cease to carry on business

12.6. Effect of Termination

On termination of this Agreement:

12.6.1. All licences granted under this Agreement shall terminate (except as provided in Clause 8.3)

12.6.2. Each party shall return or destroy the other party's Confidential Information (subject to Clause 9.3)

12.6.3. You shall pay all outstanding Charges for Services provided up to the date of termination

12.6.4. Termination shall not affect any rights or liabilities that have accrued prior to termination

12.6.5. Clauses which are expressly stated to survive, or by their nature should survive, shall continue in force

12.7. Survival

The following provisions shall survive termination:

a) Clause 6 (Charges and Payment)

b) Clause 8 (Intellectual Property Rights)

c) Clause 9 (Confidentiality)

d) Clause 10 (Data Protection)

e) Clause 11 (Liability and Insurance)

f) Clause 16 (Dispute Resolution)

g) Clause 17 (General Provisions)

13. SUB-CONTRACTING

13.1. Our Right to Sub-contract

We may engage sub-contractors to provide all or part of the Services, provided that:

13.1.1. Sub-contractors possess appropriate skills, qualifications, and experience to deliver the relevant Services

13.1.2. We remain fully responsible for all acts and omissions of sub-contractors as if they were our own

13.1.3. Sub-contractors are bound by equivalent obligations of confidentiality, data protection, and intellectual property as set out in this Agreement

13.2. Notification

Where we intend to use sub-contractors for a material portion of the Services, we shall notify you in advance. You may object to a specific sub-contractor on reasonable grounds (such as conflict of interest or proven poor performance), in which case we shall either:

a) Propose an alternative sub-contractor; or

b) Deliver the Services ourselves; or (c) If neither option is reasonably practicable, either party may terminate the affected Services on reasonable written notice

13.3. Your Approval

Where specifically agreed in the Statement of Work that sub-contractor approval is required, we shall obtain your prior written approval before engaging any sub-contractor. Such approval shall not be unreasonably withheld or delayed.

13.4. Your Restrictions

You may not sub-contract or assign any of your rights or obligations under this Agreement without our prior written consent.

14. FORCE MAJEURE

14.1. Relief from Performance

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent that such failure or delay is caused by events, circumstances, or causes beyond its reasonable control, including but not limited to:

14.1.1. Acts of God, including fire, flood, earthquake, storm, or other natural disaster

14.1.2. War, invasion, act of foreign enemies, terrorism, civil war, or riot

14.1.3. Epidemic, pandemic, or other public health emergency

14.1.4. Government action, law, regulation, or order

14.1.5. Failure of public or private telecommunications networks

14.1.6. Strikes, lock-outs, or other industrial disputes (not involving the party's own employees)

14.1.7. Failure of third party suppliers or sub-contractors due to any of the above causes

14.2. Notification

A party claiming relief under this Clause 14 shall:

a) Notify the other party in writing as soon as reasonably practicable, providing details of the force majeure event and its expected duration

b) Use all reasonable endeavours to mitigate the effects of the force majeure event

c) Continue to perform its obligations to the extent reasonably practicable

14.3. Termination

If a force majeure event continues for more than 60 (sixty) days, either party may terminate this Agreement on 7 (seven) days' written notice. Such termination shall be without liability to either party, save that you shall pay for all Services provided up to the date of termination.

15. ANTI-BRIBERY AND MODERN SLAVERY

15.1. Anti-Bribery

Each party shall:

15.1.1. Comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010

15.1.2. Not engage in any activity, practice, or conduct that would constitute an offence under the Bribery Act 2010

15.1.3. Maintain appropriate policies and procedures to ensure compliance with anti-bribery laws

15.2. Modern Slavery

Each party shall:

15.2.1. Comply with all applicable anti-slavery and human trafficking laws, including the Modern Slavery Act 2015

15.2.2. Not engage in any activity, practice, or conduct that would constitute an offence under the Modern Slavery Act 2015

15.2.3. Ensure that its supply chains are free from slavery and human trafficking

15.3. Breach

Breach of this Clause 15 shall be deemed a material breach entitling the other party to terminate this Agreement with immediate effect.

16. DISPUTE RESOLUTION

16.1. Good Faith Negotiations

If a dispute arises between the parties in connection with this Agreement, the parties shall first attempt to resolve the dispute through

good faith negotiations between senior representatives of each party.

16.2. Mediation

If the dispute cannot be resolved through negotiations within 14 (fourteen) days, either party may refer the dispute to mediation. The parties shall:

16.2.1. Agree on the appointment of a mediator within 7 (seven) days of the mediation request, or failing agreement, request appointment by the Centre for Effective Dispute Resolution (CEDR)

16.2.2. Share the costs of mediation equally

16.2.3. Attend the mediation in good faith with authority to settle the dispute

16.3. Continuation of Services

Unless this Agreement has been terminated, we shall continue to provide the Services and you shall continue to make payments (excluding any disputed amounts) during the resolution of any dispute.

16.4. Litigation

If the dispute is not resolved through mediation within 30 (thirty) days of the first mediation session (or if either party refuses to engage in mediation), either party may commence court proceedings.

17. GENERAL PROVISIONS

17.1. Notices

17.1.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by email or by hand to the address set out in the Statement of Work (or such other address as may be notified from time to time).

17.1.2. Notices shall be deemed received:

a) If delivered by hand: on signature of a delivery receipt or at the time of delivery

b) If sent by email: at the time of transmission, or if sent outside Business Hours, at 9:00 am on the next Business Day (provided no delivery failure notification is received)

17.1.3. This Clause 17.1 does not apply to the service of proceedings or other documents in legal actions.

17.2. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

17.3. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.

17.4. Entire Agreement

17.4.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, representations, and understandings between the parties relating to its subject matter.

17.4.2. Each party acknowledges that it has not relied on any statement, representation, warranty, or understanding that is not expressly set out in this Agreement.

17.4.3. Nothing in this Clause 17.4 shall limit or exclude liability for fraud or fraudulent misrepresentation.

17.5. Variation

No variation of this Agreement shall be effective unless agreed in writing and signed by authorised representatives of both parties.

17.6. Waiver

17.6.1. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

17.6.2. Failure or delay by either party in exercising any right or remedy shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict further exercise of that right or remedy.

17.6.3. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that right or remedy.

17.7. Severance

17.7.1. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted to the minimum extent necessary to make the provision valid, legal, and enforceable.

17.7.2. If such deletion would materially alter the commercial basis of this Agreement, the parties shall negotiate in good faith to agree a replacement provision.

17.7.3. The remaining provisions of this Agreement shall continue in full force and effect.

17.8. No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.9. Third Party Rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.10. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all of which together shall constitute a single agreement.

17.11. Costs

Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

17.12. Further Assurance

Each party shall execute and deliver all such documents and perform all such acts as may reasonably be required to give full effect to this Agreement.