

1 DEFINITION AND INTERPRETATION

1.1 In the Contract:

"Authorised User" means an individual whom the Client has authorised to have access to the Systems and to whom a password has been issued for such purpose.

"Charges" means the charges for the Services as set out in the Quotation or Order Acceptance including without limitation fees, expenses and other costs.

"Client" means the party who purchases or agrees to purchase the Services as identified in the Order Acceptance.

"Commencement Date" has the meaning given to it in clause 1.5.

"Conditions" means these terms and conditions of contract which shall be updated from time to time.

"Confidential Information" means in the case of either party all information (in any media) of a confidential nature disclosed by that party its employees, agents, consultants or subcontractors to the other including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives, business affairs, customers, or suppliers.

"Contract" means the contract between Santia and the Client for the provision of the Services comprising these Conditions, the Quotation, the Order Acceptance, and any Special Conditions.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

"Documents" means any and all drawings, specifications, technical know-how, plans, reports, models, presentation materials, brochures, guides, course notes, training materials, promotional materials etc. prepared by or on behalf of Santia.

"DPA" means the Data Protection Act 1998.

"Equipment" means any equipment, appliance or systems provided and used by Santia as part of the Services to be maintained and/or repaired by Santia in accordance with the Contract.

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"IP" means any patents, patent applications, trademarks or trading names (in each case, whether or not registered), trade mark applications, know-how, design rights registered or unregistered (including registered design applications), confidential information, copyright, database rights and all other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.

"Order Acceptance" means the Client's acceptance of the Quotation upon the Client's signature of the order acceptance slip attached to the Quotation.

"Personal Data" means personal data as defined in section 1 of the DPA.

"Premises" means the Client's premises at which the Services shall be provided.

"Quotation" means the quotation for the Services provided by Santia to the Client.

"Services" means the services as set out in the Quotation or the Order Acceptance, including the provision of any Equipment and/or Systems as applicable.

"Special Conditions" means any special conditions agreed between Santia and the Client which shall be attached to the Order Acceptance and shall be included within the Contract.

"Systems" means such on-line systems or portals as may be provided by Santia as part of the Services in accordance with the Contract.

"Term" means the term of the Contract beginning on the Commencement Date and ending on the date of completion of the Services by Santia, the date stated in the Quotation or the date of termination in accordance with clause 11 (whichever is the earliest).

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

"Working Day" means Monday to Friday (inclusive) excluding bank holidays and other days in England and Wales when the banks of London are not open for business.

1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email unless otherwise stated in the Contract.

1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

1.4 The Quotation constitutes an offer by Santia to the Client to provide Services in accordance with these Conditions, which shall remain open valid for a period of 30 days from its date of issue (unless otherwise agreed by Santia and/or stated in the Quotation) and Santia shall be entitled to vary or withdraw a Quotation at its discretion after that time.

1.5 The Quotation shall be deemed accepted upon the Client's signature of the Order Acceptance, or the Client's provision to allow Santia to commence the Services whichever is the earlier, at which date the Contract shall come into existence ("**Commencement Date**").

1.6 These Conditions shall apply to and be incorporated into the Contract and shall be in substitution for any ongoing arrangement made between Santia and the Client, and shall prevail over any terms or conditions contained in or referred to in the Purchase Order or other Client correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these Conditions shall be binding upon Santia unless specifically agreed to in writing and signed by a duly authorised representative of Santia.

1.7 All the provisions of the Contract between Santia and the Client are contained in or referred to in the Quotation, Order Acceptance, these Conditions and (where applicable) the Special Conditions. In no circumstances will any conditions of purchase submitted at any time by the Client be applied to the Contract and any failure by Santia to challenge any such terms and conditions shall not imply acceptance of those terms and conditions.

1.8 In the event of any conflict between any terms contained in the Quotation, Special Conditions, Order Acceptance and these Conditions the following order of precedence shall apply to the extent of any inconsistency only:-

- 1.8.1 the Special Conditions;
- 1.8.2 Order Acceptance;
- 1.8.3 Quotation;
- 1.8.4 these Conditions.

2 SERVICES

2.1 During the Term, Santia shall supply the Services to the Client using all reasonable skill, care and diligence to the standard of a reasonably qualified and competent provider of services similar to the Services.

2.2 Santia shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Santia shall notify the Client of the relevant changes and any consequential amendment to the Charges in any such event.

3 CHARGES AND PAYMENT

3.1 The Charges for the Services shall be those agreed and set out in the Quotation. The Client shall pay the Charges specified in any invoice within 30 days of the date of such invoice (unless otherwise stated in the Quotation and/or Order Acceptance) in pounds sterling by direct debit or BACS transfer into Santia's account as notified in writing by Santia from time to time. All Charges are net of Value Added Tax (VAT) which the Client shall pay to Santia (at the prevailing rate) upon receipt of a valid VAT invoice. Time for payment shall be of the essence.

3.2 Santia reserves the right to carry out an annual review of the Charges and will notify the Client of any resulting changes to the Charges at least 30 days prior to implementation.

3.3 Notwithstanding any other terms of the Contract, Santia may withhold or suspend the provision of the Services (in addition to any other remedy available to Santia) without terminating the Contract if the Client has failed to pay Santia's invoices in accordance with the Contract.

3.4 If the Client fails to make any payment due to Santia under the Contract by the due date for payment, then, without limiting Santia's remedies under clause 3.1 or 3.3, the Client shall pay interest on the

overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

3.5 If the Client requires Santia to carry out any additional services not specified in the Quotation or Order Acceptance, Santia shall be entitled to make additional charges for such services.

3.6 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

3.7 Santia reserves the right to charge the Client a cancellation fee, at Santia's sole discretion, if the Client terminates the Contract prior to the end of the Term.

4 THE CLIENT'S OBLIGATIONS

4.1 The Client will:

4.1.1 ensure prompt provision of resources, including decisions, information, documentation and access (to personnel, records and Premises) required to enable Santia and its agents and employees to provide the Services in accordance with the Contract;

4.1.2 ensure a safe working environment at the Premises for Santia, its agents and employees; and ensure in the interests of health and safety that Santia's personnel, while on the Premises for the purpose of carrying out the Services have access at all times to a member of the Client's staff familiar with the Premises and safety procedures;

4.1.3 be responsible for the accuracy and legality of all information from time to time provided to Santia, ensure that none of it infringes the IP of or defames any person and indemnify and keep Santia indemnified accordingly;

4.1.4 be solely responsible for maintaining back-up and disaster recovery procedures and all other information the Client supplies to Santia from time to time;

4.1.5 wherever possible, provide a suitable vehicle parking facility for use by Santia's personnel which is free from any legal restrictions and immediately close to the location at which the Equipment is being stored or used, and/or Services are being provided; and

4.1.6 perform its obligations in the Contract in a competent, prompt and diligent manner.

4.2 The Client hereby acknowledges that the provision by Santia of the Services in accordance with the Contract will not absolve the Client from any obligation, including any statutory obligation, to which it may from time to time be subject.

4.3 The Client acknowledges that Santia provides the Services in reliance on information and data provided by the Client. The Client is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All assessments completed by Santia are based on the Client information and Santia shall not have any duty to check the accuracy or completeness of the information provided. Santia accepts no liability for the incorrect provision of the Services based on inaccurate information provided by the Client under the Contract.

4.4 The Client agrees that Santia shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Client, its agents or employees. Santia may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.

4.5 The Client accepts that Santia shall be entitled to announce (either verbally or in writing) for marketing purposes only that it has undertaken the Services for the Client.

4.6 In the event that the Client fails to notify Santia of any problem or concern within three (3) Working Days of Santia carrying out the Services then the Client will be deemed to have accepted the same.

4.7 If Santia is providing and using Equipment in accordance with the Contract, the Client will:

4.7.1 make available to Santia such reasonable facilities as may be requested from time to time by Santia for the storage and safekeeping of the Equipment, test equipment and parts and ensure that proper environmental conditions are maintained for the Equipment which is to be stored at the Premises, and maintain the accommodation for the Equipment in good order;

4.7.2 not to use, operate, adjust, move or make any modification to the Equipment without the prior written consent of Santia, and not allow and third party to do so; and

4.7.3 promptly notify Santia if the Equipment is subject to any of the actions stated in clause 4.7.2.

4.8 If Santia is providing Systems in accordance with the Contract, the Client shall and shall procure that any Authorised Users shall;

4.8.1 operate any relevant Systems only in accordance with Santia's and/or any relevant licensor of the Systems' instructions, and shall ensure that no modifications are made to any such Systems; and

4.8.2 supply to Santia a list of its Authorised Users;

4.8.3 maintain an up to date version of the list of Authorised Users and supply a copy to Santia promptly upon request; and

4.8.4 issue to each of its Authorised Users the password from time to time provided by Santia.

4.9 The Client shall ensure that it keeps an up to date list of all Authorised Users with access to the Systems at any given time. The Client shall ensure that each Authorised User keeps his or her username and password confidential and does not at any time share any access details to the Systems with any other person. The Client shall immediately inform Santia when individual Authorised Users no longer require access to the Systems.

4.10 Santia hereby grants the Client a royalty-free (save as set out in the Contract), non-exclusive and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.

4.11 In respect of the Client's use and any Authorised Users use of any relevant Systems, the Client shall comply with generally accepted principles of internet usage and ensure that:

4.11.1 such relevant Systems are not used by any of the Authorised Users fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material;

4.11.2 no attempt is made to reproduce, copy, adapt, decompile, disassemble, modify, reverse engineer or make error connections to the Systems in whole or in part; and

4.11.3 no viruses are introduced into any such Systems and that, if a virus is found, promptly upon its discovery eliminate it and/or ameliorate its effect.

4.12 The Client acknowledges and accepts that Santia may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.

4.13 Santia does not guarantee that the Systems will be uninterrupted, error or virus free and excludes any liability in relation to the same. Santia reserves the right to undertake maintenance or emergency works to the Systems from time to time.

5 RESERVATION OF TITLE

5.1 Title to and property in the Equipment and/or Systems shall remain vested in Santia at all times.

5.2 The Client shall hold any Equipment left at the Premises, as Santia's fiduciary agent and bailee and shall at all times keep the Equipment separate from such equipment and property of the Client and/or any third parties and properly stored, protected in accordance with clause 4.7. Santia shall keep the Equipment insured at all times.

5.3 Santia shall be entitled to repossess any Equipment and/or remove access to any Systems for which it retains title at any time (including but not limited upon termination of the Contract) and for such purpose as Santia and/or its agents and/or representatives shall be entitled at any time and without notice to enter upon any Premises and or premises at which the Equipment and/or Systems is stored or kept or reasonably believed so to be.

5.4 The Client shall not be entitled to sell or charge any of the Equipment by way of security for any indebtedness of the Client or otherwise.

6 DATA PROTECTION

6.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 6, Applicable Laws means (for so long as and to the extent that they apply to Santia) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

- 6.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Santia is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation) of the personal data that is given to Santia by the Client of any Data Subjects (as defined in the Data Protection Legislation) during the provision of the Services. The scope and nature of this processing is necessary in the performance of the contract with the Client, and will be processed in accordance with these Conditions. Santia shall be required to retain data for a period of 7 years following termination of the Contract for legal purposes.
- 6.3 The parties acknowledge that for the purposes of the Data Protection Legislation, that Santia is the Data Controller of the Client's personal data required to be provided in order to set the Client up as a customer of Santia and provide the Services to the Client. Such data provided under this clause 6.3, shall be processed in accordance with Santia's privacy policy made available on the website. The remainder of this clause 6 relates to Santia acting as a Data Processor.
- 6.4 Without prejudice to the generality of clause 6.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Santia for the duration and purposes of the Contract.
- 6.5 Without prejudice to the generality of clause 6.1, Santia shall, in relation to any Personal Data processed in connection with the performance by Santia of its obligations under the Contract:
- 6.5.1 process that Personal Data only on the written instructions of the Client unless Santia is required by Applicable Laws to otherwise process that Personal Data. Where Santia is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Santia shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Santia from so notifying the Client;
- 6.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 6.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 6.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- the Client or Santia has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - Santia complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - Santia complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 6.5.5 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 6.5.6 notify the Client without undue delay on becoming aware of a Personal Data breach;
- 6.5.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- 6.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 6.
- 6.6 The Client consents to Santia appointing as its IT and System providers as third-party processors of Personal Data under the Contract. Santia confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 6. As between the Client and Santa, Santia shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 6.
- 6.7 Either party may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 7 INTELLECTUAL PROPERTY**
- 7.1 Santia shall retain all IP relating to the Services and in any and all Documents, Equipment, Systems, any other systems, methods, material and items created by or on behalf of Santia whether specifically for the purposes of the Contract or otherwise.
- 7.2 If a third party owns any Systems, or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.
- 7.3 The Client hereby acknowledges that Santia shall have no liability for any misuse by or on behalf of the Client, or any other person, of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared) or any other deliverables generated during the provision of the Services.
- 7.4 The Client hereby grants Santia a royalty-free, non-exclusive and irrevocable licence to copy and use any Documents provided by the Client for all reasonable purposes related to the Services.
- 7.5 The Client shall not use the Systems, Documents, or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to receive the Services.
- 7.6 The Client hereby agrees to fully indemnify and hold Santia harmless in respect of any third party claims brought against Santia as a result of or relating to the use of any IP provided by Client to Santia under the Contract.
- 7.7 The Client shall not be entitled to rely on the content of the Documents, assessments or any other deliverables or information provided by Santia during the Contract outside of the Term, or for any reason during the Term other than for its own usual business purposes and/or the purpose for which they were originally provided. Santia accepts no liability for use of the Documents, assessments, and any other information provided to the Client other than during the Term.
- 7.8 For the avoidance of doubt, the Client shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of Documents, assessments or other information and/or deliverables provided by Santia to the Client or via the Systems to any third party.
- 7.9 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Client's use of the Systems, Santia may procure the right for the Client to continue using the Systems, replace or modify the Systems so that they become non-infringing or, if such remedies are not reasonably available, withdraw the Client's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 8 LIMITATION OF LIABILITY AND REMEDIES**
- 8.1 **Subject to clause 8.3 and notwithstanding clause 8.2, Santia's maximum total liability under or arising out of or in connection with the Contract will not exceed the sum which is the lesser of (i) £1,000,000 (one million pounds) or (ii) three times the total value of the Charges under the Contract.**
- 8.2 **Subject to clause 8.3, Santia will not in any circumstances have any liability (whether direct or indirect) for (i) loss of business or business opportunity, (ii) loss of revenue, (iii) loss of profits, (iv) loss of anticipated savings, (v) loss of or damage to data, (vi) loss of goodwill or injury to reputation (vii) any third party claims (viii) loss which could have been avoided by the Client through reasonable conduct or by the Client taking reasonable precautions or (ix) loss due to Systems downtime for maintenance or emergencies or (x) any consequential or indirect loss. The Client is strongly advised to insure against all such potential loss, damage, expense or liability.**
- 8.3 Nothing in the Contract seeks to exclude or limit any liability of Santia for death or personal injury caused by its negligence or for its fraudulent misrepresentation.
- 8.4 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 8.1 and 8.2 are fair and reasonable, reflected in the level of the Charges and the insurance cover carried by Santia and are just and equitable having full regards to the extent of Santia's responsibility for any loss or damage suffered.
- 8.5 Save as required by law and save as may otherwise be set out in the Contract, Santia disclaims and the Client waives all other warranties, express or implied, with respect to the Services, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.
- 8.6 Save as required by law, the Client's exclusive remedy for any default or defect in the performance of the Services by Santia shall be to correct and/or re-perform any such defective Services by Santia. If it is not economical or technically feasible for Santia to correct and/or re-perform the defect then the Client's exclusive remedy shall be a full or partial credit of sums paid for the defective Service(s) (subject always to the other provisions of this clause 8).
- 9 CONFIDENTIAL INFORMATION**
- 9.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and to use it only for the purposes of the Contract except in so far as may be necessary for the performance of any obligations of the Contract or to the extent that such information is generally available to the public or to the extent that disclosure of information is required to be made by law.
- 9.2 Each party agrees that this obligation shall continue in force without limitation in point of time notwithstanding the termination or expiry of the Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.
- 10 FORCE MAJEURE**
- Neither party shall have any liability to the other party if it is prevented from, or delayed in performing, its obligations under the Contract, or from carrying on its business by any event(s) or combination of events where such event(s) arises from, or is attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant party including, but not limited to, acts of God, terrorism, war or flood ("Force Majeure Event"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.
- 11 SUMMARY TERMINATION**
- 11.1 Santia may terminate the Contract (or part thereof) by providing the Client with 30 days' written notice.
- 11.2 The Client shall not be entitled to terminate the Contract (or part thereof) without cause.
- 11.2.1 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 11.2.2 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of notification of the breach and requiring its remedy; or
- 11.2.3 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;
- 11.2.4 the other party ceases or threatens to cease trading; or
- 11.2.5 the other party fails to make any payment in accordance with the terms of the Contract.
- 11.3 Upon termination of the Contract howsoever occurring:-
- 11.3.1 Santia shall be entitled to repossess any of the Equipment and Santia and/or its agents and/or representatives shall be entitled at any time and without notice to enter upon the Premises where the Equipment is stored or kept or reasonably believed so to be;
- 11.3.2 the Client's right to access and/or use the Systems shall cease immediately;
- 11.3.3 the Client shall return or dispose of any of Santia's Confidential Information and all copies thereof in accordance with Santia's instructions; and
- 11.3.4 the Client shall remain liable to pay any and all Charges outstanding and for any Services already performed prior to the date of termination.
- 11.4 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.
- 11.5 Clauses 5, 6.2, 7, 8, 9, 11.4, 11.5, and 12 shall survive termination.
- 12 MISCELLANEOUS**
- 12.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements statements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into the Contract neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in the Contract. Nothing in this clause 12.1 will exclude any liability in respect of misrepresentations made fraudulently.
- 12.2 A waiver by either party of any right under the Contract, or of any failure to perform or breach hereof by either party, shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof, whether of a similar or dissimilar nature.
- 12.3 No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of a duly authorised representative of each of the parties.
- 12.4 For the purposes of the Contract, Santia shall be an independent contractor, and neither Santia nor its sub-contractors nor its directors or employees nor any one of them, shall be deemed to be an employee or agent of or a partner with the Client.
- 12.5 The Client shall not assign the Contract in whole or in part without the prior approval of Santia (such approval not to be unreasonably withheld or delayed). Santia shall be entitled to assign the Contract in whole or in part at any time without consent.
- 12.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 12.7 Both parties shall comply, and shall ensure that each of their subcontractors, agents and personnel comply, with any relevant and applicable anti-bribery and corruption laws, regulations and/or directives related to the provision and receipt of the Services.
- 12.8 The Client warrants and represents to Santia that it complies with the Bribery Act 2010 and that it has not and shall not, in connection with the Services contemplated by the Contract or in connection with any other business transactions involving Santia, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist Santia in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by the Client to comply with this clause 12.8 shall constitute a material breach of the Contract.
- 12.9 The Client agrees that it will not at any time during the Term or for 6 months thereafter, without the prior written consent of Santia, directly or indirectly solicit, induce or entice away from Santia or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Santia to perform services substantially similar to the Services.
- 12.10 Any notice under the Contract must be given in writing to the addresses set out in the Quotation and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the date and time recorded).
- 12.11 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provisions of the Contract shall not otherwise be affected

or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

12.12 In performing its obligations under the Contract, each party shall procure (and shall procure that each member of its Group) complies with the terms of the Modern Slavery Act 2015.

12.13 The Contract, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.