

Schedule 2

AHE Consultancy Terms and Conditions – provision of services over £20,000

1 Interpretation

1.1 In this Contract:

“Background IPR” means any IPR (other than Foreground IPR) belonging to or licensed to either party before the Effective Date or not created in the course of or in connection with the Services;

“Business Day” means a day when the banks in London are open for business (other than Saturday, Sunday or a public holiday in England);

“Charges” means the charges, fees, expenses and any other sums payable by the Customer to Advance HE as set out in the Statement of Work;

“Contract” means the contract for provision of consultancy services between Advance HE and Customer;

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and **“Controlled”** shall be construed accordingly);

“Confidential Information” means all confidential information (however recorded or preserved) disclosed by or on behalf a party to this Contract to the other party, including information which relates to the business, affairs, finances, properties, assets, trading practices, services, developments, trade secrets, IPR, know-how, and associates of that party;

“Deliverables” means all documents, products and materials developed or provided by Advance HE or its agents, subcontractors, consultants and employees in relation to the Services in any form including data, reports and specifications (including drafts) and which are more specifically set out in a Statement of Work;

“Effective Date” means the date on the front sheet of this Contract;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“Force Majeure Event” means any circumstance not within a party's reasonable control including: acts of God, flood, drought,

earthquake or other natural disaster; epidemic or pandemic; Staff illness or cancellation; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; military coup; nuclear, chemical or biological contamination or sonic boom; any state's exit from the European Union; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; inability to obtain the relevant visa for Staff to undertake required international travel; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and interruption or failure of any utility service;

“Foreground IPR” means any IPR generated in the performance of the Services;

“Initial Term” means the initial term specified on the front sheet of this Contract;

“Intellectual Property Rights” or **“IPR”** means any discovery, invention, improvement, patent, design, process, information, copyright work (including, without limitation, rights in and to technical processes, systems, methods, software designs, algorithms, code, scripts, or other computer software), rights in databases, topography rights (whether capable of being patented or registered or not), or renewals or applications to register any such right and any other intellectual property right of any nature in any part of the world;

“Services” means the services to be provided by Advance HE under this Contract as set out in the Statement of Work;

“Staff” means any employee, consultant, subcontractor of Advance HE or any other persons engaged by Advance HE who are involved in the provision of the Services;

“Statement of Work” means the requirements, description of work and specifications of the Services, timelines for the delivery of the Services, and any Deliverables to be provided as part of the Services, as set out in Schedule 1 of this Contract; and

“Term” has the meaning given in clause 1.1 of Part A below.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 If there is an inconsistency between any terms set out in the Schedules, unless expressly stated to the contrary elsewhere in the Contract, the content of the Statement of Work shall prevail over this Schedule.
- 1.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 The terms of this Contract shall prevail over any other terms and conditions issued by the Customer (whether on a purchase order or otherwise).

Part A – Special Terms

1 Effective Date and Term

- 1.1 This Contract shall commence on the Effective Date and shall continue in full force and effect for the Initial Term, unless extended or terminated earlier in accordance with this clause. No later than one month before the end of the Initial Term, the parties may agree in writing that the term of the Contract is extended for a further period or periods. Unless it is further extended under this clause or terminated earlier, the Contract shall terminate automatically without notice at the end of the Initial Term or any agreed extension period (“Term”).

2 Master Services Contract (applicable only where “yes” is selected on front page)

- 2.1 Where this provision applies, the definition of “Statement of Work” in this Contract shall be amended to mean “any document containing the requirements, description of work and specifications of the Services, timelines for the delivery of the Services, and any Deliverables to be provided as part of the Services, substantially in the form set out in the template in Schedule 1 of this Contract”, and references to Statement of Work in this Contract shall be interpreted as meaning the relevant Statement of Work.
- 2.2 During the Term, the Customer shall be entitled from time to time to request in writing the provision of Services from Advance HE.
- 2.3 Where the Customer provides a written request for Services from Advance HE, then provided that the Customer has provided all information requested by Advance HE in relation to the requested Services, Advance HE shall (within 20

Business Days after receipt of (a) the written request of the Customer or (b) if later, all information requested by Advance HE in relation to the relevant Services):

- 2.3.1 either notify the Customer that it is not able to provide the requested Services; or
- 2.3.2 complete a draft Statement of Work containing information relevant to the Services to be provided, including any requirements, description of work and specifications of the Services, timelines for the delivery of the Services, and any Deliverables to be provided as part of the Services, and shall submit the draft Statement of Work to the Customer for its written approval.
- 2.4 Each Statement of Work shall come into force on the date it is executed by the authorised representatives of the Customer and Advance HE to it or such later date as is specified in the Statement of Work and shall continue, unless terminated earlier in accordance with the terms of this Contract, until the completion of the Services under that Statement of Work.
- 2.5 Each Statement of Work entered into by the Customer and Advance HE shall form a separate contract between the parties to this Contract. The provisions of this Contract shall apply to and be incorporated into all Statements of Work unless and to the extent that a Statement of Work expressly states otherwise.
- 2.6 On termination of this Contract, each Statement of Work then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such Statement of Work, unless earlier terminated in accordance with the terms of such Statement of Work. Termination of any Statement of Work shall not affect any other Statement of Work or this Contract.

Part B – General Terms

3 Obligations of Advance HE

- 3.1 Advance HE shall use its reasonable endeavours to provide the Services, and, where applicable, deliver the Deliverables to the Customer, in accordance with the Statement of Work in all material respects.
- 3.2 Advance HE shall use its reasonable endeavours to meet any performance dates or milestones specified in the Statement of Work.
- 3.3 Where it is performing the Services at the Customer’s premises, Advance HE shall use its reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at such premises, provided these have been

notified to it by the Customer. Advance HE shall not be liable under this Contract if, as a result of such observation, it is in breach of any of its obligations under this Contract.

- 3.4 Advance HE shall provide the Services using appropriately experienced, qualified and trained Staff who possess a degree of skill and experience which is appropriate to the tasks which they are allotted and shall procure that the Staff shall perform these tasks in a professional manner.

4 Obligations of the Customer

4.1 The Customer shall:

- 4.1.1 co-operate with Advance HE in all matters relating to the Services;
- 4.1.2 provide Advance HE and its Staff, in a timely manner and at no charge, access to the Customer's premises, data and other facilities of the Customer as reasonably required for the performance of the Services;
- 4.1.3 inform and supply Advance HE with details of all health and safety rules and regulations and any policies or other reasonable security requirements that apply at any of the Customer's premises at which the Services are provided;
- 4.1.4 provide, in a timely manner, such materials and other information as Advance HE may reasonably require for the performance of the Services, and ensure that it is accurate in all material respects; and
- 4.1.5 not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of Advance HE or its Staff.
- 4.2 The Customer shall not, without the prior written consent of Advance HE, at any time from the date of this Contract to the expiry of 6 months after the termination of this Contract solicit or entice away from Advance HE any person who is, or who has been, an employee, of Advance HE and involved in the provision of the Services.

5 Price and payment

- 5.1 Unless stated otherwise in the Statement of Work, the Customer shall pay to Advance HE:
- 5.1.1 the Charges specified in the Statement of Work;
- 5.1.2 reasonable expenses incurred in the performance of the Services such as travel, hotel, subsistence and any other ancillary expenses reasonably incurred by the Staff in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and

required by Advance HE for the supply of the Services; and

- 5.1.3 value added tax ("VAT") or any equivalent sales tax in any applicable jurisdiction.
- 5.2 Advance HE shall submit invoices to the Customer at the address stipulated on the front page of this Contract unless notified otherwise and the Customer shall pay each of Advance HE's invoices no later than 30 days after the date the invoice is received by the Customer.
- 5.3 Advance HE shall be responsible for paying or procuring the payment of any income tax, National Insurance contributions or other taxes or duties arising as a result of the provision of the Services other than any applicable VAT.
- 5.4 If the Customer fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, Advance HE may charge interest on the amount of any such late payment at the rate of 4% per annum above the official base lending rate from time to time of the Royal Bank of Scotland plc. Such interest will accrue from the date on which payment was due to the date on which payment is actually made.
- 5.5 Advance HE reserves the right to suspend performance of the Services until such time as all outstanding invoice(s) have been paid in full. The Customer shall be responsible for any reasonable costs incurred by Advance HE to re-commence the Services and the time period for completion of the Services will be extended by an amount equal to the period of suspension.

6 Change Control

- 6.1 Subject to clause 21, if either party wishes to change the scope or provision of the Services, it shall submit details of the requested change to the other in writing (e-mail to suffice) and such change shall only be implemented if agreed in accordance with the remainder of this clause.
- 6.2 If the Customer requests a change to the scope or provision of the Services:
- 6.2.1 Advance HE shall, within a reasonable time, provide a written estimate (e-mail to suffice) to the Customer of:
- (i) the likely time required to implement the change;
 - (ii) any reasonable variations to the Charges arising directly as a result of the proposed change including any Charges already incurred which the Customer may be liable to pay in accordance with clause 5.2 at Advance HE's discretion; and

- (iii) any other impact of the change on the terms of this Contract;
- 6.2.2 if, following receipt of Advance HE's written estimate submitted in accordance with clause 6.2.1, the Customer does not wish to proceed, there shall be no change to this Contract; and
- 6.2.3 if the Customer wishes Advance HE to proceed with the change, Advance HE shall do so after agreement on the necessary variations to the Charges, the Services and any other relevant terms of this Contract to take account of the change following which this Contract shall be varied by the parties in accordance with clause 21.
- 6.3 If Advance HE requests a change to the scope or provision of the Services, it shall send such request to the Customer in writing (e-mail to suffice), and the Customer shall be entitled to withhold or give its consent to such change. If the Customer permits Advance HE to proceed with the change, Advance HE shall do so, following a variation of this Contract in accordance with clause 21.

7 Warranties

- 7.1 Each party warrants to the other party that it has full power and authority to carry out the actions contemplated under this Contract, and that its entry into and performance under the terms of this Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 7.2 While Advance HE shall use reasonable endeavours to ensure the accuracy of Deliverables, the parties acknowledge and agree that Advance HE cannot guarantee specific results and that any Deliverables provided under this Contract are provided "as is" and without any express or implied warranties, representations or undertakings and Advance HE shall not be held responsible for any consequences arising out of any inaccuracies or omissions in the Deliverables unless they are the result of wilful default on the part of Advance HE. For example, Advance HE gives no warranty that any Deliverables do not infringe third party rights, are of merchantable or satisfactory quality, are fit for any particular purpose, or (where the Deliverables include biological or chemical materials) are viable, uncontaminated, safe or non-toxic.
- 7.3 Each of the parties acknowledges that, in entering into this Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract, and any conditions, warranties or other terms implied by statute or common law are

excluded from this Contract to the fullest extent permitted by law.

8 Intellectual Property Rights

- 8.1 The parties agree that all right, title, and interest in Background IPR shall remain the property of the party owning the same.
- 8.2 All Foreground IPR shall vest absolutely in Advance HE on its creation and, to the extent it does not automatically vest in Advance HE, the Customer hereby assigns to Advance HE with full title guarantee by way of present and future assignment all its right, title and interest in and to the Foreground IPR.
- 8.3 Advance HE hereby grants to the Customer a fully paid-up, royalty free, non-exclusive, non-assignable and non-sub-licensable worldwide licence to use the Foreground IPR in the Deliverables for its internal business purposes.
- 8.4 The Customer shall not use the Foreground IPR and/or the Deliverables for any purpose other than as set out in clause 8.3 without the prior written agreement of Advance HE, and the Customer acknowledges that such agreement may be conditional on a further written licence agreement being entered into between the parties. For the avoidance of doubt, in the event that the Customer wishes to commercially exploit the Foreground IPR and/or the Deliverables outside the scope of the licence granted in clause 8.3 above, it shall not do so until a further written licence agreement has been entered into with Advance HE, which will include commercially reasonable royalty provisions in respect of any such exploitation.
- 8.5 The Customer hereby grants to Advance HE a non-exclusive, perpetual, irrevocable, transferrable, worldwide, royalty free licence (together with a right to sub-license) to use the Customer's Background IPR for any purpose relating to the provision of the Services and creation and delivery of the Deliverables.
- 8.6 Subject to the restrictions on use of Confidential Information in clause 9, nothing in this Contract shall prevent or restrict Advance HE from providing services which are the same or similar to the Services to any third party, or from re-using the skills and know-how it has acquired in the course of providing the Services.

9 Confidentiality

- 9.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 9.2.

- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its employees, officers, representatives or advisers (and in the case Advance HE is the receiving party to its Staff) who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- 9.2.2 to the extent required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 9.4 The provisions of this clause 9 shall not apply to any Confidential Information which:
- 9.4.1 is or becomes public knowledge (otherwise than by breach of this clause 9);
- 9.4.2 was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- 9.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- 9.4.4 is independently developed without access to the Confidential Information.
- 10 Publicity and Publication**
- 10.1 Advance HE shall be permitted to use the name of the Customer in any publication making reference to Foreground IP as due acknowledgement of the source of the Charges received.
- 10.2 The Customer shall not publicise the terms of this Contract, or any Statement of Work, or use the name of Advance HE or any trade name or trade mark used by Advance HE or refer to Advance HE in any other way in any press release, promotional literature, publications or advertising material, including any website, "blogs", social media or other online services, without the prior written consent of Advance HE.
- 11 Limitation of Liability**
- 11.1 Nothing in this Contract shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation of that party, or any other liability which cannot lawfully be limited or excluded.
- 11.2 Subject to clauses 11.1 and 11.3:
- 11.2.1 neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information or any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Contract;
- 11.2.2 the total liability of each party to the other party whether in contract, tort, negligence, breach of statutory duty or otherwise for any direct loss or damage, costs or expenses arising under or in connection with this Contract shall not exceed an amount equal to the greater of £10,000 or the Charges which have been paid or are payable by the Customer to Advance HE under the Statement of Work out of or in connection with which such loss, damage, cost or expense arose; and
- 11.2.3 no claim shall be made against Advance HE relating to this Contract any later than 12 months after the relevant cause of action arose.
- 11.3 If Advance HE's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer or its agents, sub-contractors, consultants or employees, Advance HE shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 11.4 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.5 Each party shall maintain during the Term with a reputable insurance company adequate insurance against its liabilities under this Contract on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 12 Termination**
- 12.1 The Customer may terminate this Contract (or any Statement of Work) for any reason by giving at least twenty (20) Business Day's written notice to Advance HE (provided that the Customer shall compensate Advance HE in accordance with clause 13.3).

12.2 Without prejudice to any other rights or remedies which Advance HE may have, Advance HE may terminate this Contract (or any Statement of Work) without liability to the Customer on giving written notice:

12.2.1 immediately where the Customer is a company, there is a change of Control of the Customer; or

12.2.2 for any reason upon not less than 30 days' notice.

12.3 Either party may give notice in writing to the other terminating this Contract (or any Statement of Work) with immediate effect if:

12.3.1 the performance of the Services is delayed, hindered or prevented by a Force Majeure Event for a period in excess of three (3) months;

12.3.2 the other party commits any material breach of any of the terms of this Contract and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied; or

12.3.3 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

13 Consequences of termination

13.1 Termination of this Contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination.

13.2 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

13.3 On termination of this Contract for any reason:

13.3.1 in accordance with clause 5.2, the Customer shall pay Advance HE for any work properly carried out by Advance HE (or its Staff) in preparation for delivery of the Services, and any expenses incurred by Advance HE (or any of its Staff) in anticipation of the delivery of the Services in accordance with this Contract, up to the date of termination where such work and/or expenses have not previously been paid for;

13.3.2 all sums payable to Advance HE shall become due immediately and the Customer shall immediately pay Advance HE all outstanding unpaid invoices and any interest thereon and, in respect of Services supplied for which no invoice has been submitted, Advance HE may submit an invoice, which shall be payable immediately on receipt; and

13.3.3 to the extent that the Customer has any information or records derived directly from

Confidential Information, Intellectual Property Rights or other data of Advance HE, the Customer shall return to Advance HE all such information and records to Advance HE, or (to the extent technically practicable) erase or destroy all such information and records, and certify, in writing signed by an authorised signatory, to Advance HE that it has done the same.

14 Anti-corruption and anti-bribery

14.1 Each party shall:

14.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"); and

14.1.2 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

14.2 Neither party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (whether such an act was committed in the UK or not).

14.3 If any breach by either party (or anyone acting on its behalf) of this clause 14 is suspected or known, that party must notify the other party immediately and must respond promptly to the other party's enquiries and co-operate with any investigation.

14.4 Any breach of this clause 14 by either party or anyone acting on its behalf shall be deemed a material breach of this Contract not capable of remedy.

15 Protection of Personal Data

15.1 The provisions of Schedule 3 shall apply.

16 Assignment and sub-contracting

16.1 The Customer shall not, without the prior written consent of Advance HE assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Contract or any Statement of Work.

16.2 Advance HE may assign or novate this Contract and/or any Statement of Work to: (i) any separate entity Controlled by Advance HE; or (ii) any body or department which succeeds to those functions of Advance HE to which this Contract relates. The Customer warrants and represents that it will (at Advance HE's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 16.2.

17 Third party rights

17.1 This Contract does not, and no Statement of Work shall, create any rights or benefits enforceable by any person not a party to it (within the meaning of The Contracts (Rights of Third Parties) Act 1999) except that a person who under clause 16 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

17.2 The parties agree that no consent from any such permitted successor or assignee is required for the parties to vary or rescind this Contract or Statement of Work (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

18 Entire agreement

18.1 This Contract, together with the Statement of Work, contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, provided that nothing in this clause shall operate to limit or exclude either party's liability for fraudulent misrepresentation.

19 Waiver

19.1 A waiver of any right under this Contract or Statement of Work is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

20 Severability

20.1 If any provision (or part of a provision) of this Contract or Statement of Work is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21 Variation

21.1 No variation of the Contract shall be valid unless in writing and signed by a duly authorised representative of each of the parties.

22 Governing law

22.1 This Contract, Statement of Work and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or them or its or their subject matter, shall be governed by, and construed in accordance with, the laws of England.

23 Dispute resolution procedure and jurisdiction

23.1 Subject to the remainder of this clause 23, the parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract, Statement of Work, or its subject matter.

23.2 If any dispute or claim arises out of or in connection with this Contract or Statement of Work, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 Business Days after such notice or by such later date as the parties may otherwise agree in writing).

23.3 If the parties are unable to resolve the dispute or claim in accordance with clause 23.2, the parties shall seek settlement of that dispute or claim by mediation in accordance with the LCIA Mediation Rules (as at the date of such mediation), and those Rules are deemed to be incorporated by reference into this clause 23.

23.4 If the dispute or claim is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, either party may commence proceedings in accordance with clause 23.1.

23.5 Nothing in this clause 23 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Contract or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

24 Notice

24.1 Notice given under this Contract shall be in writing, in English, sent for the attention of the person signing this Contract on behalf of the recipient party and to the address given on the front page of this Contract (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

24.1.1 personally or by international courier, in which case the notice will be deemed to have been received at the time of delivery;

24.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have

been received at 09:00 on the second (2nd) Business Day after the date of posting; or

24.1.3 by pre-paid airmail if the notice is being sent to an address outside the country of posting, in which case the notice will be deemed to have been received on the fifth (5th) Business Day after the date of posting.

24.1.4 by email to the email address notified by the relevant party for the purposes of this clause, in which case the notice shall be deemed received at the time of transmission, provided that if transmission occurs outside normal business hours at the place of receipt, it shall be deemed received when normal business hours next commence.

24.2 This clause does not apply to the service of any proceedings or other documents in any legal action.

25 Counterparts

25.1 This Contract, and any Statement of Work, may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26 Status

26.1 Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and, save as expressly provided in the Statement of Work, neither party shall incur any expenditure in the name of or for the account of the other.