

SECON CYBER SECURITY LTD T/A SECON CYBER

TERMS & CONDITIONS FOR THE SUPPLY OF SECON CYBER SERVICES

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11.

1. INTERPRETATION

1.1. **Definitions.** In these Conditions, the following definitions apply:

- 1.1.1. **Bundled Services:** any Services, which consist of an agreed quota of days' worth of Service to be provided over a defined period of time as referred to in the Specification, for example, consultancy services provided for one day a month for 12 months from the date of the Contract.
- 1.1.2. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.1.3. **Cancellation Fee:** where the first day scheduled for performance of the Services is a Business Day, the cancellation fee shall be £1500. Where the first day scheduled for performance of the Services is a day other than a Business Day, the cancellation fee shall be £3000 unless otherwise agreed in writing by Secon.
- 1.1.4. **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 7.
- 1.1.5. **Commencement Date:** has the meaning set out in clause 2.2.
- 1.1.6. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.7.
- 1.1.7. **Confidential Information:** means all information (written or oral), which comes into either party's possession under or in connection with the Contract and these Conditions that is information of the other party or any member of its group and:
 - 1.1.7.1. is of a confidential nature (whether identified as confidential or not); or
 - 1.1.7.2. is marked by the disclosing party as "confidential" or otherwise identified as being confidential.
- 1.1.8. **Contract:** the contract between Secon and the Customer for the supply of Services in accordance with these Conditions.
- 1.1.9. **Customer:** the person, company or organisation that purchases Services from Secon.

- 1.1.10. **Goods:** the goods (or any part of them) set out in any Contract for the sale and purchase of goods between the Customer to Secon.
- 1.1.11. **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.1.12. **Order:** The Customer's order for Services as set out in the Order Form or otherwise in writing, or the Customer's written acceptance of a quotation by Secon, or overleaf, as the case may be.
- 1.1.13. **Order Confirmation:** means either when Secon confirms acceptance of the Order, whether by telephone, facsimile, post or electronic means or by delivery of the Services to which the Order relates.
- 1.1.14. **Order Form:** means Secon's purchase order form from time to time; Secon: Secon Solutions Limited.
- 1.1.15. **Services:** the services supplied by Secon to the Customer as set out in the Specification.
- 1.1.16. **Special Condition:** means any condition, which Secon agrees in writing as a variation or addition to these Conditions.
- 1.1.17. **Specification:** the description or specification of the Services provided in writing by Secon to the Customer.
- 1.1.18. **Secon's Materials:** has the meaning set out in clause 6.1(g).

1.2. **Construction.** In these Conditions, the following rules apply:

- 1.2.1. A **person** includes a natural person, corporate or unincorporated body whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5. A reference to writing or written includes faxes and e-mails.

1.3. These **Conditions:**

REGISTERED IN ENGLAND NO: 3788567
VAT: GB 731672635

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- 1.3.1. apply to all Contracts, whether made orally or in writing, to the exclusion of all other terms and conditions which you may put forward, whether in a purchase order, which are implied by trade, custom, practice or course of dealing or otherwise;
- 1.3.2. supersede all earlier agreements, arrangements or understandings made between Secon and you in relation to its subject matter;
- 1.3.3. cannot be varied unless agreed in writing by a director of Secon;
- 1.3.4. may, in relation to a particular Contract, be varied by a Special Condition. Such Special Condition shall apply only to the particular Contract in respect of which the Special Condition was agreed.

- 1.4. If there is a conflict between any terms contained in an Order and these Conditions, the terms contained in the Order shall prevail. If there is a conflict between a Special Condition and these Conditions, the Special Condition shall prevail.
- 1.5. Secon may modify the Conditions at any time on giving the Customer written notice or by posting the modified Conditions on any Secon website. Any modified Conditions shall not apply to any Contracts entered into before the date on which such modified Conditions were notified to the Customer. However, any Order placed after the date of notification in accordance with this clause shall be governed by the modified Conditions.

2. ORDER PROCESS

- 2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when Secon issues an Order Confirmation, at which point the Contract shall come into existence (**Commencement Date**).
- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Secon, which is not set out in the Contract.
- 2.4. Secon is not obliged to accept Orders and may reject an Order without reason.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any quotation given by Secon shall not constitute an offer, and is only valid for a period of 14 days from its date of issue, unless otherwise stated on the quotation itself.

3. TERMINATION & REARRANGEMENT FEES

- 3.1. Notwithstanding any terms contained in the Contract, where the Customer is a “consumer” as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**the Regulations**), the Customer’s statutory rights under the Regulations shall remain unaffected.
- 3.2. Secon reserves the right to charge a fee of an amount equal to the Cancellation Fee in the event:
 - 3.2.1. of a cancellation of the Contract by the Customer; and/or
 - 3.2.2. that, at any point prior to the commencement of the performance of the Services by Secon, the Customer rearranges the date that Secon that has scheduled to perform the Services.

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3.3. In addition to the Cancellation Fee, Secon reserves the right to charge the Customer any costs or expenses incurred pursuant to clause 7.2.

4. SUPPLY AND DURATION OF SERVICES

4.1. Secon shall supply the Services to the Customer in accordance with the Specification in all material respects. Where installation of any Goods is required by the Customer, Secon shall as soon as reasonably practicable, submit a Specification, which shall contain details of the Goods to be installed.

4.2. Secon reserves the right to provide the Services in stages, in which case each occasion shall constitute a separate, severable contract between Secon and the Customer.

4.3. Secon shall use all reasonable endeavours to meet any performance dates specified in the Order or otherwise in writing to the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.4. Secon 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 Secon shall notify the Customer in any such event.

4.5. Secon shall perform the Services with reasonable skill and care but gives no warranty as to the time that it will take, nor that performance of the Services will not cause the Customer any inconvenience. Unless otherwise agreed in writing, Secon's obligation to provide the Services shall not imply any obligation on Secon to train operators in the use of any Goods (unless specifically referred to in the Specification).

5. CONFIDENTIALITY

5.1. Each Party will keep Confidential Information received in relation to the Contract and these Conditions in strictest confidence.

5.2 The recipient of Confidential Information will

5.2.1. use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care used by the recipient in protecting its own confidential information;

5.2.2. only use the Confidential Information to perform its obligations under the Contract and these Conditions;

5.2.3. not disclose Confidential Information to any third party, without the express written permission from the disclosing party.

5.2.4. on request by the other party, return or destroy the Confidential Information.

5.3 Information is not Confidential Information if:

5.3.1. it is in or enters the public domain other than as a result of a breach of this Clause 5;

5.3.2. it is already in the recipient's lawful possession or is obtained by a third party who is free to disclose the Confidential Information;

5.3.3. it is authorised for release by the disclosing party's written consent; or

5.3.4. it is required to be disclosed by law or regulatory body, provided that the disclosing party is given reasonable advanced notice of the disclosure.

5.4. Secon will make reasonable efforts to ensure that the terms of this clause 5 apply to any individuals (including its own employees, agents or representatives) involved in the provision of the Services.

5.5. Nothing in the Contract or these Conditions will prevent either party from disclosing Confidential Information to its professional advisors, subject to those advisors maintaining the confidentiality of the information.

5.6. This clause 5 is intended to continue after expiry or termination of the Contract.

6. CUSTOMER'S OBLIGATIONS

6.1. The Customer shall:

- 6.1.1. ensure that the terms of the Order and any information provided in the Specification are complete and accurate;
- 6.1.2. co-operate with Secon in all matters relating to the Services;
- 6.1.3. provide Secon, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Secon;
- 6.1.4. provide Secon with such information and materials as Secon may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- 6.1.5. where necessary, prepare the Customer's premises for the supply of the Services;
- 6.1.6. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- 6.1.7. keep and maintain all materials, equipment, documents and other property of Secon (**Secon's Materials**) at the Customer's premises in safe custody at its own risk, maintain Secon's Materials in good condition until returned to Secon, and not dispose of or use Secon's Materials other than in accordance with Secon's written instructions or authorisation

6.2. If Secon's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default),

- 6.2.1. Secon shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations. The Customer shall reimburse Secon for any costs or losses incurred as a result of having to suspend or relieve itself from the performance of the Services;
- 6.2.2. Secon shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Secon's failure or delay to provide the Services;
- 6.2.3. the Customer shall reimburse Secon on written demand for any costs or losses sustained or incurred by Secon arising directly or indirectly from the Customer Default.

6.3. If, during performance of the Services by Secon, the Customer amends the scope of the Services as set out in the Specification (Amendment of Scope):

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- 6.3.1. Secon shall without limiting its other rights or remedies have the right to suspend performance of the Services, and may rely on the Amendment of Scope to relieve it from the performance of any of its obligations. The Customer shall reimburse Secon for any costs or losses incurred as a result of having to suspend or relieve itself from the performance of the Services;
- 6.3.2. Secon shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Secon’s failure or delay to provide the Services;
- 6.3.3. the Customer shall reimburse Secon on written demand for any costs or losses sustained or incurred by Secon arising directly or indirectly from the Amendment of Scope.

7. CHARGES AND PAYMENT

- 7.1. The Charges for the Services shall be set out in the quotation provided by Secon.
- 7.2. Secon shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Secon engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Secon for the performance of the Services, and for the cost of any materials.
- 7.3. The Customer shall pay each invoice submitted by Secon:
 - 7.3.1. within 30 days of the date of the invoice or within 5 days of completion of performance of the Services (whichever is later); and
 - 7.3.2. in full and in cleared funds to a bank account nominated in writing by Secon, and time for payment shall be of the essence of the Contract.
- 7.4. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Secon to the Customer, the Customer shall, pay to Secon such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5. If the Customer fails to make any payment due to Secon under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank’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 Customer shall pay the interest together with the overdue amount.
- 7.6. The Customer shall pay all amounts due under the Contract in full without any set- off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Secon may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Secon to the Customer.

8. BUNDLED SERVICES

- 8.1. Unless otherwise stated in writing, any Bundled Services shall be for a maximum duration of 12 months from the date of the Contract. Any unused service days remaining after the expiry of 12 months (or the expiry of the maximum duration as specified in writing) of the date of the Contract shall be forfeited by the Customer. Secon shall not be liable for any loss or damage incurred by the Customer in relation to the forfeiture of any unused service days.

8.2. Notwithstanding these Conditions, unless otherwise stated in writing, the Customer shall pay the Charges for the Bundled Services in advance of them being performed and Secon shall issue an invoice in relation thereto. Secon shall not be obliged to perform the Bundled Services, unless the Charges have been paid in full and in cleared funds to a bank account nominated in writing by Secon.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All Intellectual Property Rights arising out of or in connection with the Services shall be owned by Secon.
- 9.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer’s use of any such Intellectual Property Rights is conditional on Secon obtaining a written licence from the relevant licensor on such terms as will entitle Secon to license such rights to the Customer.
- 9.3. All of Secon’s Materials are the exclusive property of Secon.

10. NON-SOLICITATION

- 10.1. The Customer covenants and agrees that for the duration of the Contract and for twelve (12) months after the expiry thereof (whether or not the Contract was terminated and irrespective of the reason for termination) the Customer will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any Secon employee with whom the Customer has had contact or supervision of in connection with the performance of the Services, to terminate their employment relationship with Secon.
- 10.2. In the event of a breach of clause 10.1 the offending party shall pay to the other a sum equivalent to six months salary of the individual concerned. The parties agree that this figure is a genuine pre-estimate of the likely loss caused by the solicitation of an employee, and is not intended to operate as a penalty.

11. LIMITATION OF LIABILITY

- 11.1. Under no circumstances will Secon be liable for:
 - 11.1.1. losses incurred by the Customer through any failure or delay to deliver Services; or
 - 11.1.2. any loss of actual or anticipated profits or savings, loss of business, loss of opportunity, loss of use or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in providing the Services even if Secon has been advised of the possibility of your incurring the same and for the avoidance of doubt, the Customer agrees that any financial loss incurred shall be recovered through the Customer’s own insurance. Secon shall not be obliged to recover or contribute towards any costs or losses incurred (including through its own insurers).
- 11.2. Secon does not limit its liability for death or personal injury caused by Secon’s negligence or for any other losses or damages which cannot be limited by law.
- 11.3. Subject to clause 11.2 above, the liability of Secon under the Contract in respect of each event or series of connected events of liability that may arise due to the negligent act or omissions of themselves, their employees, agents or sub-contractors shall not exceed: Professional Indemnity £5,000,000 for any one claim. Public Liability / Products Liability £10,000,000 for any one claim. Employers Liability £10,000,000 for any one claim.

11.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.5. This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 12.1.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;
- 12.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 12.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 12.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 12.1.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 12.1.8. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.1.10. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(i) (inclusive);

- 12.1.11. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 12.1.12. the other party's financial position deteriorates to such an extent that in Secon's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 12.1.13. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

- 12.2. Without limiting its other rights or remedies, Secon may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.
- 12.3. Without limiting its other rights or remedies, Secon may suspend provision of the Services under the Contract or any other contract between the Customer and Secon if the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(m), or Secon reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

13. CONSEQUENCE OF TERMINATION

13.1. On termination of the Contract for any reason:

- 13.1.1. the Customer shall immediately pay to Secon all of Secon's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Secon shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 13.1.2. the Customer shall return all of the Secon's Materials which have not been fully paid for. If the Customer fails to do so, then Secon may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 13.1.3. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication survive termination shall continue in full force and effect.

14. FORCE MAJEURE

- 14.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Secon including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Secon or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2. Secon shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3. If the Force Majeure Event prevents Secon from providing any of the Services for more than 6 weeks, Secon shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1. Assignment and other dealings

15.1.1. Secon may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.1.2. The Customer shall not, without the prior written consent of Secon, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2. Notices.

15.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

15.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.

15.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3. Severance.

15.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.3.2. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4. Waiver

15.4.1. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5. No partnership or agency

15.5.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6. Third parties

15.6.1. A person who is not a party to the Contract shall not have any rights to enforce its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.7. Variation

15.7.1. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Secon.

15.8. Governing Law

15.8.1. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales

15.9. Jurisdiction

15.9.1. 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 Contract, its subject matter or formation, including non-contractual disputes or claims.