



T: 0330 390 7540

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Waste Management Contract Details

Customer Details

Registered Business Name	MANCHESTER CCRC TRUST
Business Type	Charity
Company Number (if applicable)	1202344
Business SIC Code	94910

Business Trading Name	Fabric Church
Registered Address / Home Address if Sole Trader	34 Mauldeth Road Manchester M20 4UD
Business Address For Collections	1 Ardwick Green North Manchester M12 6HD

Contact Name For Collections	Nakita Ainsworth
Date of Birth	24/06/1995
Landline Number	07429173904
Mobile Number	
Email Address	nakita@fabric-church.org
Invoicing/Accounts Contact	Invoicing Contact
Invoicing Email Address	accounts@fabric-church.org
Invoicing Phone Number	
Invoicing Mobile Number	
Contract Length	24 Month

Bin Location / Access Notes	Bins will be located in the green padlocked compound. in the carpark to the side of the building The code to get into the compound is 1709. Opening times for Sanitary waste - Monday 1-5pm, Tuesday 11-5pm, Wednesday 9.30am until 2pm Jacqui has confirmed that they can service on a Monday 3.30am, and recycling Monday 3.30pm. These are customers preferred days and times.
Other Relevant Notes	

Contact Methods

I consent to being contacted by Better Waste Solutions in relation to my account via:

Email	Phone	Text Message	WhatsApp
Allow	Allow	Allow	Allow

Waste Collection Details

Container and Waste Type	Quantity	Collection Frequency	Cost Per Bin Per Collection (+VAT)
1100L General Waste Bin	1	Fortnightly	£18.00
1100L Dry Mixed Recycling Bin	1	Fortnightly	£12.00
Eclipse DISCREET 11.3L Sanitary Bin	4	Fortnightly	£9.00
Duty Of Care	1	N/A	£75.00
Bin Loss Cover	2	Weekly	£1.00
Delivery Charge	1	One Off	£15.00

Payment Details Provided

Name On Account	MANCHESTER CCRC TRUST
Bank Name	The Co-Operative Bank Plc
Sort Code	089299
Account Number	67301522

Payment will be taken monthly in advance of service via Direct Debit – you are covered by the direct debit guarantee. I/we agree to the purchase of the above service, subject to the terms & conditions printed overleaf.

The above service has been agreed on the phone with Better Waste Solutions by:

Customer Representative: Nakita Ainsworth

On: 31 January 2024

On behalf of: MANCHESTER CCRC TRUST



Annual Duty of Care Waste Transfer Note

This document is valid for 1 year from the commencement date, and is a legal document.

Please keep it safe for at least 2 years.

Commencement Date: 31 January 2024

Section A – Description of the Waste

Waste Code	Container and Waste Type	Container Quantity	Collection Frequency	Weight Limit (kg)	Supplier
Mixed Municipal - 20 03 01	1100L General Waste Bin	1	Fortnightly	80	Bagnall & Morris (B&M)
Mixed Packaging - 15 01 06	1100L Dry Mixed Recycling Bin	1	Fortnightly	45	Bagnall & Morris (B&M)
Sanitary Waste - 18 01 04	Eclipse DISCREET 11.3L Sanitary Bin	4	Fortnightly	0	PHS

Section B – Customer Details – Producer & Current Holder of the Waste (Transferor)

Registered Business Name: MANCHESTER CCRC TRUST

Business Trading Name: Fabric Church

SIC Code: 94910

Address of Transfer/Collection Point: 1 Ardwick Green North
Manchester
M12 6HD

Section C – Person Collecting the Waste (Transferee)

Waste Carrier License No.	Waste Carrier License Name	Waste Carrier License Address
CBDU180923	Bagnall & Morris (Waste Services) Ltd	Iris House Dock Road South Bromborough Wirral CH62 4SQ
CBDU015856	Personnel Hygiene Services Ltd	Block B Western Industrial Estate Caerphilly CF83 1XH

Section D - Transfer of Waste Arranged By (Broker)

Business Name: Better Waste Solutions Limited

Registered Address: Metropolitan House, Longrigg Road, Swalwell, Gateshead, NE16 3AS

Broker Registration Number: CBDU333116

By signing below I confirm that I have fulfilled my duty to apply the waste hierarchy as required by Regulation 12 of the Waste (England and Wales) Regulations 2011

Customer Signature	DocuSigned by: AD474D2BEF7F4B4...	Broker Signature	
Name	Nakita Ainsworth	Name	Kathryn Drake

Agreed terms

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services by the Company, as set out in the Contract Details and as varied from time to time in accordance with clause 6.7.

Collection Site: means the site or sites further particulars of which are set out in the Contract Details.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 9 (General) (inclusive).

Containers: means any bin, skip, front end loader, container, drum, sack or other receptacle, collected by the Company's subcontractors in connection with the provision of the Services.

Contract: the contract between the Customer and the Company for the supply of the Services in accordance with the Contract Details and these Conditions.

Company: means Better Waste Solutions Limited, company number 12552024, having its registered office at Metropolitan House, Longrigg Road, Swalwell, Gateshead, NE16 3AS, and shall include any subsidiary of the Company which may participate in the performance of the Agreement.

Contract Start Date: the day on which the Company is to start provision of the Services, as set out in the Contract Details.

Customer: means the person, firm, company or other trading entity named on the Contract to whom the Company has agreed to provide Services.

Customer Materials: all materials, equipment, tools, specifications and data supplied by the Customer to the Company, including but not limited to keys for access to the Collection Site, contact data and bank details.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Duty of Care Certificate: means the current controlled waste description and duty of care certificate completed by the Customer and the Company pursuant to the provisions of the Environmental Protection Act 1990 and regulations made thereunder which relates to the waste covered by this Contract.

Equipment: means each and every item of waste disposal equipment hired out by the Company to the Customer, including containers.

Hazardous Waste: means waste defined as hazardous in the revised Waste Framework Directive (2008/98/EC) and listed as being hazardous

waste in the European Waste Catalogue (Commission Decision 2000/532/EC as amended and Commission Decision 2001/118/EC) as may be amended by the applicable law from time to time.

Services: the services to be provided by the Company pursuant to the Contract, as set out in the Contract Details.

Vehicle: means each and every vehicle owned or operated by the Company, its agents or sub-contractors which visits any Collection Site to deliver, empty, replace or remove Equipment.

Wasted Journey: means any collection, whether scheduled or additional, which was not possible to be completed

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

(b) 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.

(c) A reference to **writing** or **written** includes email but not fax.

2. Commencement and term

2.1 The Contract shall commence on the date stated at the beginning of it. Unless terminated earlier in accordance with its terms, the Contract shall continue for the contract length period specified in the Contract Details (**Initial Term**). The Contract shall automatically extend for the contract length period specified in the Contract Details (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term.

2.2 The Company shall be entitled to terminate the Contract for any reason with immediate effect by giving the other party not less than one (1) months' prior written notice.

2.3 The Customer may give written notice to the other party, not later than 3 months and not earlier than 6 months before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

2.4 If the Customer wishes to terminate the Contract outside of the above timescale for any reason, the Company reserves the right to charge a termination fee equivalent to 43% of the value that would have been payable for the Services until the end of the Contract.

(a) Where no delivery has taken place, a cancellation fee of £100+VAT shall be applicable to terminate the Contract

2.5 The Customer and the Company both agree that the above provisions represent a genuine pre-estimate by both parties of the loss incurred by the Company, as a result of any such termination, suspension or cancellation.

3. Supply of services

3.1 The Company shall supply the Services to the Customer from the Contract Start Date in accordance with the Contract.

3.2 In supplying the Services, the Company shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with the service description set out in the Contract Details;
- (c) comply with all applicable laws, statutes and regulations from time to time in force, provided that the Company shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;
- (d) observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Company, provided that the Company shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
- (e) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Company may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

3.3 The driver of the Vehicle may in his absolute discretion refuse delivery if he believes that access to the Collection Site or turning facilities are unsafe or likely to cause damage to the Vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable.

3.4 The Company will use all reasonable endeavours to satisfy itself that any disposal site at which the Customer's waste is disposed of is operated in accordance with statutory requirements where such disposal site is not operated by the Company. However, the Company accepts no liability whatsoever for any third party's failure so to operate.

3.5 If the Customer's requirements for the Service shall at any time change, the Company shall, subject to clause 3.7, implement such changes as are agreed between the Customer and the Company in writing.

3.6 The Company and the Customer shall join in making such written amendments to this Contract (which, for the avoidance of doubt includes the Charges) and in executing such replacement Duty of Care Certificate as may be necessary to give effect to any changes agreed under this clause 3.

3.7 Additional collections may be requested by the Customer with as much notice as possible, however the Company is under no obligation to perform services in addition to the contracted service. Additional collections, whether an additional visit or additional waste being taken on a scheduled service,

must be booked in advance and confirmed as accepted by the Company. Charges will be notified at the time of booking and the Customer will be liable to pay the additional costs.

3.8 Times and dates quoted by the Company for undertaking the Services are intended as estimates only and will not be of the essence of the Contract in this respect and can be varied by the Company by notice to the Customer.

4. Customer's obligations

4.1 The Customer shall:

- (a) co-operate with the Company in all matters relating to the Services;
- (b) provide, for the Company and its subcontractors, in a timely manner and at no charge, access to the Customer's premises as reasonably required by the Company or any of its subcontractors or representatives;
- (c) provide, in a timely manner, such information as the Company may reasonably require, and ensure that it is accurate and complete in all material respects;
- (d) always make its waste available for collection and without restriction (including without limitation by time, location or obstruction); and
- (e) provide suitable access to the Collection Site, a suitable area for siting the Equipment and suitable facilities for turning the Vehicle around.

4.2 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall:

- (a) 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;
- (b) be entitled to payment of the Charges despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses the Company sustains or incurs that arise directly or indirectly from such prevention or delay.

4.3 Risk of any loss or damage to the Equipment shall pass to and remain with the Customer from the time when the Equipment first arrives at the Collection Site, except where the loss or damage arises from the negligence or wilful default of the Company, its employees, agents or sub-contractors.

4.4 The Customer shall at all times allow the Company, its employees or agents access to the Equipment to empty or replace it and on the termination of this agreement to remove it from the Collection Site.

4.5 All waste deposited in the Equipment shall become the property of the Company from the time when the Company empties or replaces the Equipment provided that this clause shall not absolve the Customer from any liability or responsibility in relation to the waste.

4.6 The Customer will conform to any statutory enactments and regulations and byelaws and regulations of local or other statutory authorities which apply to the Equipment.

4.7 The Customer shall not overload or overfill the Equipment; or set fire to the contents of the Equipment; or interfere with the mechanism of the Equipment; or add or attach to the Equipment any painting, sign, writing, lettering or advertising without the prior written approval of the Company. The maximum bin weight is as stated on the Duty of Care Certificate. If the maximum weight limit is exceeded, the Company reserves the right to charge an additional cost of 25p per kilogram of additional weight. In cases of consistent excess weight, the Customer must comply with the Company's requests to amend the Service provided which may include but not be limited to additional bins, increased collections, or change of location of the Equipment. If a bin is over the maximum weight or it is not possible to close the lid on a bin, the Company reserves the right not to uplift the waste from that bin and it will then be the responsibility of the Customer to dispose of the contents of that bin at its cost; the Customer shall remain liable for the Charges and in addition the Company shall be entitled to charge the Customer the additional costs incurred by it in attempting to collect the waste.

4.8 All Equipment provided shall remain the property of the Company and the Customer will have no rights in the Equipment other than as a mere bailee. The Equipment must only be used by the Customer and must be kept at the Collection Site. The Customer shall have no right of lien over the Equipment.

4.9 The Customer has agreed that the Equipment is suitable to contain and transport the Waste in the quantities specified. The Company relies on the Customer's advice as to the quantity, type, and weight of waste involved in the provision of the Service.

4.10 The Customer and the Company shall each sign a new Duty of Care Certificate:

- (a) without prejudice to clause 4.12, at any time when there is a change in any of the details set out in Contract Details or on any Duty of Care Certificate; and/or
- (b) before the expiration of twelve months from the Commencement Date or any current Duty of Care Certificate.

4.11 The first Duty of Care Certificate shall be charged at the price stated in the Contract Details. Each annual renewal will be charged at £75 +VAT.

4.12 The Customer represents and warrants that the details relating to the waste contained in Contract Details or in any Duty of Care Certificate will be true, accurate and complete in all respects. The Company relies on those details in the provision of the Services. The Company shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the waste accurately.

4.13 The Customer may not place or cause to be placed in the Equipment any material other than the waste described in the Contract Details and Duty of Care Certificate.

4.14 Without prejudice to the generality of the provisions of this clause 4, the Company will be entitled to refuse to deal with any material:

- (a) which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or
- (b) the handling of which may cause the Company to incur civil or criminal liability; or
- (c) which it has reason to believe is or may be a Hazardous Waste; or
- (d) the disposal of which might involve the Company in additional expense or an unreasonable amount of extra work.

4.15 If waste which is recyclable waste is, in the Company's reasonable opinion, contaminated then the Company may refuse to complete the collection and charge the customer for a Wasted Journey, or make an additional charge for that collection and increase the Charge (temporarily or permanently) for any future collection of the waste if the Company decides at its discretion that it is able to collect it and comply with any applicable laws.

4.16 Subject to clause 7.3, the Customer shall be responsible for the safety of any person (including the employees and agents of the Company) whilst on or about the Collection Site.

4.17 If the Customer requests that the Equipment be placed in a position which requires the Vehicle to leave the public highway the Customer shall indemnify and hold the Company harmless against any loss, costs, claims, damages, or expenses which the Company may thereby incur whether as a result of damage to the Vehicle, the Equipment, the property of the Customer or a third party including damage to the road margin or pavements.

4.18 The Customer shall maintain insurance cover in respect of the indemnity in clause 4.17 and shall at the request of the Company provide a copy of the insurance policy as proof of maintaining such cover.

4.19 During the Contract the Customer is responsible for the Equipment, and shall make good to the Company all loss of or damage to the Equipment (fair wear and tear excepted).

4.20 If the collection, whether scheduled or additional, was not completed when expected, it is the responsibility of the Customer to report it to the Company within 7 days. The Company shall investigate this and arrange a suitable remedy which may include (but not be limited to) a rescheduled collection or a credit for the missed service. If the collection was found to be missed due to the fault of the Customer, such as but not limited to the waste not being correct or accessible, the Customer shall be liable to pay the full cost of the collection, plus a recovery collection if requested.

5. Data protection

The Company will process all Customer data in accordance with Data Protection Legislation.

6. Charges and payment

6.1 In consideration for the provision of the Services, the Customer shall pay the Company the Charges in accordance with this clause 6.

6.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Company at the prevailing rate (if applicable).

6.3 The Company shall submit invoices for the Charges to the invoicing email address specified in the Contract Details.

6.4 The Customer shall pay each invoice monthly by direct debit. If the direct debit bounces, the Customer will be liable to pay a £40 +VAT Direct Debit bounce fee per month, in addition to the amount due.

6.5 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then, without limiting the Company's remedies under clause 8, (Termination):

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- (b) the Company may suspend all Services until payment has been made in full.

6.6 All amounts due under the Contract from the Customer to the Company shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.7 The Company shall have the right to increase the Charges at any time provided it gives the Customer not less than one (1) months' prior written notice of any variation of the Charges.

7. Limitation of liability

7.1 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

7.3 Nothing in this agreement limits any public liability claim or liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and

- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.4 Nothing in the agreement shall limit the Company's liability under clauses 4.17 and 7.9 of the Contract.

7.5 Subject to clause 7.3, the Company's total aggregate liability to the Customer shall not exceed one hundred percent (100%) of the total annual Charges payable by the Customer under the Contract.

7.6 This clause 7.6 sets out specific heads of excluded loss:

- (a) Subject to clause 7.3, the types of loss listed in clause 7.6(b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.

7.7 The Company has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

7.8 Unless the Customer notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire twelve months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

7.9 Subject to clause 7.6, the Customer shall indemnify and hold the Company harmless against any injury, demands, actions, costs, charges, expenses, loss, damage, or liability to any persons or property arising from:

- (a) any act omission or negligence of the Customer its agents or employees; or
- (b) the provision of the Services.

8. Termination

8.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to

remedy that breach within a period of 30 days after being notified in writing to do so;

- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) the Company is no longer able to provide the Services requested by the Customer.

8.3 On termination of the Contract for whatever reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- (c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

9. General

9.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 Assignment and other dealings

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and

obligations under the Contract without the Company's prior written consent.

- (b) The Company may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

9.3 Confidentiality

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or subcontractors of the other party or of any member of the group to which the other party belongs, except as permitted by clause 9.3. For the purposes of this clause 9.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.4 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

9.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 Waiver

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

right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.7 Severance. 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 9.7 shall not affect the validity and enforceability of the rest of the Contract.

9.8 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the address specified in the Contract Details.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;
 - (ii) 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 or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 9.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.9 Third party rights

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

9.10 Announcements. The Customer shall not make, or permit any person to make, any public announcement, communication or circular concerning this Contract or the Services without the prior written consent of the Company.

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

9.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

9.13 Language. This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.