

## ACB : Terms & Conditions of Business

### 1. **Definitions:**

1.1 In these terms and conditions, the following expressions shall bear the following meanings respectively:

“**ACB**” means The Active Collection Bureau Limited registered in England and Wales with company number 03464973.

“**Applicable Laws**” means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes that apply to the Materials and/or the provision of the Services.

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

“**Contract**” means the agreement between the Customer and ACB for the supply of Services in accordance with these Conditions (unless otherwise agreed by ACB in writing) together with the Quotation and any other documents expressly stated by ACB to form the Contract and any variations that have been agreed between ACB and the Customer.

“**Control**” shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

“**Conditions**” means these terms and conditions as amended from time to time.

“**Customer**” means the person or firm who purchases or agrees to purchase Services from ACB (either directly, on behalf of an Owner or through an Intermediary) as detailed in the Quotation.

“**Deposit**” means the deposit amount (if any) detailed in the Quotation.

“**Intermediary**” means the person, firm, company or broker who contracts with ACB to provide the Services for and on behalf of a Customer as detailed in the Quotation.

“**Material(s)**” means those items, components, particles, substances, compounds, minerals, whether solid or liquid, that are radioactive, hazardous, toxic, dangerous and/or require protective measures for their storage, transportation and movement which are subject to the provision of the Services and are more particularly described in the Quotation.

“**Order**” means the Customer’s order for Services as set out in the Customer’s purchase order form or the Customer’s written acceptance of the Quotation, as the case may be.

“**Owner**” means the person or firm who owns or has title to the Material (which may be different to the Customer).

“**Quotation**” means the written quotation, proposal or project plan (as varied and agreed between ACB and the Customer) detailing the Services to be supplied by ACB to the Customer.

“**Permit**” means any permit, approval, licence, consent, certificate, registration, notification or other authorisation required under any Applicable Law relating to the Material and/or the provision of the Services which for the avoidance of doubt shall include nuclear and non-nuclear sites. “Permitted” shall be construed accordingly.

“**Price**” means the amount payable by the Customer to ACB for the Services as detailed in the Quotation and/or as stated in the invoice.

“**Services**” means the services to be provided by ACB to the Customer as detailed in the Quotation or as otherwise agreed by ACB and the Customer in writing, which may include packaging, transport, storage, shipment and all necessary measures required by ACB to transport and/or dispose of or recycle the Material.

“**Site**” means the premises from which the Materials are to be collected by ACB.

### 1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it 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.

1.2.2 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.

1.2.3 A reference to writing or written includes fax but not email.

### 2. **Contract:**

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 ACB issues written acceptance of the Order or commences provision of the Services, whichever is the earlier, at which point and on which date the Contract shall come into existence.

2.3 Any Quotation given by ACB shall not constitute an offer, and is only valid for a period of thirty (30) days from its date of issue unless ACB otherwise agrees in writing.

2.4 ACB’s acceptance of an Order is conditional upon satisfactory credit checks on the

Customer and/or Intermediary (as applicable), its directors and/or principals as ACB in its discretion considers necessary. If such credit checks are not to ACB's satisfaction, ACB reserves the right not to enter into any Contract with the Customer or to revise any Quotation that ACB has provided.

- 2.5 No terms or conditions of purchase proposed or stipulated by the Customer and no other terms, conditions, warranties, particulars, standards, criteria, specifications and other matters, whether written or oral, expressed or implied, shall form part of or be deemed incorporated into the Contract unless agreed in writing by a duly authorised representative of ACB.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate in the Customer's purchase order, confirmation of order or otherwise, or which are implied by trade, custom, practice or course of dealing.
- 2.7 The Contract shall form the entire agreement between ACB and the Customer and shall supersede any prior agreement or arrangement relating to the subject matter of the Contract.
- 2.8 The Customer acknowledges that it has not relied upon any statement, promise or representation made or given by or on behalf of ACB which is not set out in the Contract.

### 3. **Supply of Services**

- 3.1 ACB shall provide the Services to the Customer:
  - 3.1.1 using reasonable care and skill;
  - 3.1.2 in accordance with the Quotation in all material respects;
  - 3.1.3 in accordance with and subject to the terms of its Environmental Permit; and
  - 3.1.4 in accordance with Applicable Laws in force from time to time.
- 3.2 Except as set out in these Conditions, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise in respect of any Services provided by ACB are excluded to the fullest extent permitted by law.
- 3.3 ACB shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quotation or agreed between the parties but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.4 ACB shall have the right to make any changes to the Services that 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 ACB shall notify the Customer in any such event.

- 3.5 If the Customer postpones the performance date for the provision of the Services or ACB is otherwise unable to perform the Services as a result of the Customer's failure to provide adequate instructions and/or to comply with its obligations under the Contract, then, except where such failure or delay is caused by a force majeure event or by ACB's failure to comply with its obligations under the Contract, ACB reserves the right to charge the Customer for all related costs and expenses.

### 4. **Intermediaries**

- 4.1 Where an Intermediary is entering into the Contract for and on behalf of a Customer, the Intermediary warrants, agrees, represents and undertakes that:
  - 4.1.1 all references to the Customer shall be deemed to include the Customer and the Intermediary;
  - 4.1.2 it has full capacity and authority to enter into and to perform the Contract on behalf of the Customer;
  - 4.1.3 the Contract will constitute legal, valid and binding obligations on the Intermediary and the Customer;
  - 4.1.4 it has notified the Customer of these Conditions;
  - 4.1.5 ownership in the Materials shall only pass to ACB in accordance with clause 9.5; and
  - 4.1.6 the Customer will co-operate with ACB in all matters relating to the Services as detailed in these Conditions.

### 5. **Customer's obligations**

- 5.1 The Customer shall:
  - 5.1.1 ensure that the terms of the Order and/or the Quotation and any information it provides relating to the Site and/or the Materials are complete and accurate;
  - 5.1.2 co-operate with ACB in all matters relating to the Services;
  - 5.1.3 comply with all Applicable Laws;
  - 5.1.4 complete and if appropriate provide to ACB and any authorities with all necessary documentation that is necessary to comply with Applicable Laws;
  - 5.1.5 provide ACB, its employees, agents, consultants and subcontractors, with access to the Site and other facilities as reasonably required by ACB;
  - 5.1.6 provide ACB with such information and materials as ACB may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - 5.1.7 prepare the Site for the supply of the Services;

- 5.1.8 obtain and maintain until the transfer of ownership in the Materials and all necessary Permits that may be required before the date on which the Services are to start; and
  - 5.1.9 comply with any additional obligations detailed in the Quotation or otherwise agreed between the parties in writing.
- 5.2 If ACB'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**"):
  - 5.2.1 ACB 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 to the extent the Customer Default prevents or delays ACB's performance of any of its obligations;
  - 5.2.2 ACB shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from ACB's failure or delay to perform any of its obligations as set out in this clause 5.2; and
  - 5.2.3 the Customer shall reimburse ACB on written demand for any costs or losses sustained or incurred by ACB arising directly or indirectly from the Customer Default.

**6. Failed Collection and or Delivery:**

- 6.1 In the event that ACB, or its designated Intermediary, is unable to carry out the Services as agreed, leading to incurred costs – for example, accommodation, transport or other prepaid services such as plant hire – ACB reserves the right to charge the Customer any reasonable cost incurred as a result. As a minimum, this would include all transport costs and may also include any packaging that has been already shipped to site and subsequently requires collection.
- 6.2 Nothing in this clause 6 implies a penalty.
- 6.3 A delay claim under this clause 6 does not mean a cancellation.

**7. Pricing & Payment:**

- 7.1 Unless otherwise specified in the Quotation or agreed in writing by ACB, the Customer agrees to pay ACB in full the Deposit or amount specified in the Quotation prior to the provision of the Services. Time for payment shall be of the essence of the Contract.
- 7.2 Where a Price has been quoted, this is a best estimate based on the information given to ACB by the Customer and/or which is available at that time and may be based on a

number of assumptions. If it materialises that in ACB's reasonable opinion, the information provided and/or assumptions made are incorrect, inaccurate or have changed and/or that the proposed scope of Services is not feasible, ACB shall be entitled to issue a revised Quotation and/or charge the Customer for any additional Services provided to those detailed in the Quotation together with all related costs and expenses incurred by ACB.

- 7.3 Any VAT, duties, penalties or taxes payable under the Contract shall be charged in addition to the Price and subject to the same payment terms as set out in these Conditions.
- 7.4 ACB may charge the Customer interest on any part of the Price and other amount due to ACB under the Contract that remains unpaid after seven (7) days from the due date for payment at an annual rate of four percent (4%) above the National Westminster Bank's Base Rate from time to time but at four percent (4%) a year for any period when the base rate is below zero percent (0%). 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.
- 7.5 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). ACB 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 ACB to the Customer.

**8. ACB Personnel:**

- 8.1 The Customer undertakes not to, during the term of the Contract, nor for a period of five (5) years after completion of the provision of the Services rendered in connection with the Contract or earlier termination of the Contract (whichever shall occur earlier), make any offer of employment to any member of ACB's current operational and management personnel without the prior written consent from ACB.

**9. Materials:**

- 9.1 The Customer will ensure that all Materials are in a fit and safe condition for the Services to be carried out in accordance with Applicable Laws and safety standards.
- 9.2 ACB reserves the right to reject and shall not be obliged to collect any Material which:
  - 9.2.1 it considers in its sole discretion, cannot be collected, transported and/or disposed of in a lawful manner, without risk to public health and/or without risk to the environment; and
  - 9.2.2 is different from or additional to that specified in the Quotation or which does not comply with the Contract.

- 9.3 In the event that ACB agrees to collect different and/or additional Material to that specified in the Quotation or otherwise agreed in writing, the Customer shall be responsible for any and all costs, losses, expenses, damages, claims and demands howsoever incurred and whether such losses are incurred by ACB directly or indirectly as a consequence of any Material not complying with the Contract and/or the collection and disposal of such different and/or additional Material.
- 9.4 Subject to clauses 9.5 and 14.5 and unless ACB has otherwise agreed in writing, the risk in the Materials shall pass to ACB once the Materials have been loaded onto ACB's or its sub-contractor's vehicle.
- 9.5 Notwithstanding clause 9.4, except where ACB has agreed to provide packaging and/or transport services only where title in the Materials shall not pass to ACB, for all other Services, title in the Materials shall not pass from the Owner to ACB until ACB receives payment in full (in cash or cleared funds) for the Services or ACB issues a certificate of receipt.
10. **Changes to the Services:**
- 10.1 In the event that a Customer requires a change to the nature or scope of the Services, ACB must be informed in writing and any changes must be accompanied by reasons for seeking such changes. It will be at ACB's sole discretion to determine whether such proposed change to the Services or the provision of additional Services shall be accepted by ACB and if so, whether it shall be subject to a separate Quotation.
- 10.2 No change will come into effect until accepted in writing by ACB and signed by representatives of both parties.
11. **Confidentiality:**
- 11.1 Without prejudice to the rights of either party arising elsewhere in the Contract, all information (including documentation – whether held in hard copy or electronic) exchanged between the Customer and ACB whether orally or in writing shall be treated as confidential unless otherwise indicated in writing.
- 11.2 Neither party shall disclose or knowingly permit to be disclosed to any person, firm, company, governmental organisation or entity any such information or documentation without prior written consent of the other party, unless:
- 11.2.1 to an employee, servant, agent or supplier who needs to know that information for the purposes of the Services (subject to the same obligation of confidentiality); or
- 11.2.2 to a government authorised body that demands access to that information in carrying out relevant duties in accordance with the laws of that state.
- 11.3 The obligations set out in clauses 11.1 and 11.2 shall remain in force for a period of five (5) years from completion of the Contract and shall not apply to information or documentation which:
- 11.3.1 is in the public domain or has entered into the public domain through no fault of the party receiving the information or of its agents or employees; or
- 11.3.2 is already in possession of the receiving party at the time of disclosure and is fully documented to that effect; or
- 11.3.3 is received from a third party not under obligation of the Contract to either the Customer or ACB; or
- 11.3.4 is later developed independently by one or more of the parties' respective employees who did not have access to the information; or
- 11.3.5 is agreed by both parties to be of a trivial and non-confidential nature.
12. **Termination:**
- 12.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one (1) months' written notice.
- 12.2 Without limiting its other rights or remedies, ACB may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 12.2.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of the Customer being notified in writing to do so;
- 12.2.2 the Customer 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;
- 12.2.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.2.4 the Customer's financial position deteriorates to such an extent that in ACB's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in

jeopardy.

12.3 Without limiting its other rights or remedies, ACB may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or

12.3.2 there is a change of Control of the Customer.

12.4 Without limiting its other rights or remedies, ACB may suspend provision of the Services under the Contract or any other contract between the Customer and ACB if the Customer becomes subject to any of the events listed in clause 12.2.2 to clause 12.2.4 or ACB reasonably believes that the Customer is about to become subject to any of them.

12.5 On termination of the Contract for any reason:

12.5.1 the Customer shall immediately pay to ACB all of ACB's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, ACB shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.5.2 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 that existed at or before the date of termination or expiry; and

12.5.3 clauses that expressly or by implication survive termination shall continue in full force and effect.

### 13. **Force Majeure:**

13.1 Neither party shall be liable for any failure to perform or delay in performing the Contract if the delay or failure is due to any cause beyond the reasonable control of the party, which shall include, but is not limited to:

13.1.1 any Act of God, fire, flood, drought, explosion, accident, incident, labour dispute, war, strike, outbreak of disease, lock-out, civil disturbance or emergency (including terrorism or threat thereof);

13.1.2 any incident that results in the closure of a facility;

13.1.3 postponement due to adverse weather conditions or conditions otherwise being unsafe in the opinion of ACB; or

13.1.4 inability of ACB to secure labour, materials, supplies, certificates or approvals.

13.2 In all circumstances, ACB will provide full details to the Customer in writing as soon as is practicable. The Contract and Services shall be suspended until such time as the delay continues.

13.3 In the event of a force majeure continuing for thirty (30) days or more, or is such as to render the completion of the Contract impossible, ACB shall be released in its entirety from the obligations of the Contract and the Customer shall pay ACB all costs, expenses and charges for the work already undertaken.

### 14. **Return of Material:**

14.1 ACB reserves the right to return any of the Material (whether radioactive or not) to the Customer if it is in breach of any of these Conditions and/or the Contract.

14.2 In such circumstances, the Material will be made safe for transport and deposited at the Customer's site at the Customer's sole cost and expense. Any packaging materials used will be recovered and the Customer is liable for all costs relating to transport, packaging, labelling, health physics and loss of profit of ACB.

14.3 Should the original site no longer be viable (e.g. the site has surrendered its Environmental Permit), then the Material will be returned to an alternative Permitted facility belonging to the Customer or the Owner (as the case may be).

14.4 ACB is under an obligation to inform the necessary authorities (i.e. Home Office (UK Government), Environment Agency, Health & Safety Executive, Office for Nuclear Regulation, Police Force and their specific departments (including Special Branch)) of any such returns as appropriate.

14.5 In the event that any Material is returned under this clause 14, notwithstanding clause 9.4, risk of such Material shall return to the Customer once the Materials have been unloaded from ACB's or its sub-contractor's vehicle at the Customer's site or at the alternative Permitted facility.

### 15. **Certification:**

15.1 Certificates of receipt are issued following ACB's quality control procedures being completed and receipt of the Price in cleared funds by ACB.

15.2 The Customer shall, if required, provide all necessary certificates and paperwork to indicate proof of title and ownership, as well as that the Material is legally allowed to be transported, stored and disposed of/recycled in accordance with the Contract.

### 16. **Indemnities, Insurance & Exclusion of Liability:**

16.1 Nothing in the Contract shall limit or exclude ACB's liability for:

- 16.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 16.1.2 fraud or fraudulent misrepresentation; or
  - 16.1.3 breach of any term or any other liability that cannot be limited or excluded by Applicable Law.
- 16.2 Subject to clause 16.1, ACB shall not be liable to the Customer and/or the Owner (where applicable), whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 16.2.1 loss of profits;
  - 16.2.2 loss of sales or business;
  - 16.2.3 loss of agreements or contracts;
  - 16.2.4 loss of anticipated savings;
  - 16.2.5 loss of use or corruption of software, data or information;
  - 16.2.6 loss of damage to goodwill; and
  - 16.2.7 any indirect or consequential loss.
- 16.3 Subject to clause 16.1, ACB's total liability to the Customer and/or the Owner (if applicable), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Price paid under the Contract.
- 16.4 The Customer shall indemnify and hold harmless ACB against all losses, damage sustained to ACB or its property and for any claims for personal injury or death to ACB's personnel arising from or in connection with the Contract and for Services, where such loss, damage or death is caused by the Customer, the Owner or either of its employees, agents or sub-contractors.
- 16.5 Unless otherwise agreed between the parties in writing and except:
- 16.5.1 where the risk of the Materials has transferred to ACB in accordance with clause 9.4; and/or
  - 16.5.2 ownership in the Materials has transferred to ACB in accordance with clause 9.5,
- the Customer shall remain liable for the Material at all times.
- 16.6 This clause 16 shall survive termination of the Contract.
17. **Corrupt Gifts & Bribery:**
- 17.1 In connection with this or any other contract between the Customer and ACB, the Customer shall not give, provide, nor offer to ACB staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this clause, ACB shall, without prejudice to any other rights ACB may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Customer any loss or damage resulting from such termination.
- 17.2 To ensure compliance with the Bribery Act 2010, the Customer shall:
- 17.2.1 comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - 17.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 17.2.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with this clause 17.2 and will enforce them where appropriate;
  - 17.2.4 promptly report to ACB any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract.
- 17.3 The Customer shall ensure that any person associated with the Customer or other person who is performing services in connection with the Contract does so only on the basis of a written contract that imposes on and secures from such persons terms equivalent to those imposed on the Customer in this clause 17. The Customer shall be directly liable to ACB for any breach by such persons of clause 17.1.
- 17.4 The Customer agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Customer under Contract with ACB, and ACB (and ACB's authorised representatives) shall have the right to inspect and audit the Customer's books, records and accounts at any time on prior written notice.
- 17.5 Without prejudice to ACB's rights to be indemnified elsewhere under the Contract, ACB shall not be required to make any payments to the Customer that might otherwise be due from ACB if such payments are related to a transaction in connection with which the Customer has breached this clause 17.
18. **Third Party Rights:**  
No one other than a party to the Contract shall have any right to enforce any of its terms.
19. **Dispute resolution:**
- 19.1 If any dispute arises in connection with the Contract and/or these Conditions, a Director or other senior representative of the parties with authority to settle the dispute will within

- fourteen (14) days of a written request from one party to the other meet in a good faith effort to resolve the dispute.
- 19.2 If the dispute is not wholly resolved at that meeting, the parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party shall give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
- 19.3 The mediation shall start not later than fourteen (14) days after the date of the ADR notice. The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.
20. **No Assignment:**  
The Customer shall not, without the prior written consent of ACB, 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.
21. **Entire agreement:**  
21.1 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.  
21.2 Each party agrees that it 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.
22. **Variation:**  
No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
23. **Waiver:**  
23.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:  
23.1.1 waive that or any other right or remedy; or  
23.1.2 prevent or restrict the further exercise of that or any other right or remedy.
24. **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 shall not affect the validity and enforceability of the rest of the Contract.
25. **Notices:**  
25.1 Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office 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, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.  
25.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 25.1; 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 fax or read receipted e-mail, one Business Day after transmission.  
25.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
26. **Governing law & jurisdiction:**  
26.1 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.  
26.2 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.