

# **TERMS AND CONDITIONS OF SERVICE**

**SECURITY AIR EXPRESS LIMITED**

## **Security Air Express Limited Terms and Conditions of Service**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

**Contract:** the Quotation or Rate Card (as the case may be) issued by the Supplier which together with the Conditions forms a separate Contract between the parties in relation to each of the Customer's orders for the Services as are accepted by the Supplier in accordance with condition 2.2.

**Customer:** the person, firm or company who purchases Services from the Supplier.

**Customer's Equipment:** any equipment, systems, or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

**Dangerous Goods:** means goods as defined in the Approved Carriage List issued by the Health and Safety Commission from time to time, including but not limited to: chemicals, any substance which is hazardous, corrosive or inflammable, oil-based paints, thinners, white spirit, fuels (including but not limited to gas cylinders, petrol, diesel, or oil except for fuel inside locked fuel tanks on vehicles, machines, plant or machinery), and explosives (including but not limited to firearms, bullets or other ammunition, cartridges and detonators).

**Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Quotation:** the Quotation issued by the Supplier and referencing these Conditions which forms part of the Contract.

**Rate Card:** the Rate Card issued by the Supplier and referencing these Conditions which forms part of the Contract

**Services:** the services to be provided by the Supplier under the Contract as set out in the Quotation or the Rate Card (as the case may be) and more particularly described in the Conditions, together with any other services which the Supplier provides, or agrees to provide, to the Customer.

**Supplier:** Security Air Express Limited, a limited company registered in England and Wales with company number 2788444, whose registered office is at Coppermill Court, Coppermill Lane, West Hyde, Rickmansworth, Hertfordshire WD3 9XS. "SAE Logistics" is a trading name of Security Air Express Limited.

**Supplier's Equipment:** any equipment, including tools, systems, or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in

the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Headings in these Conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to **writing** or **written** includes faxes and not e-mail.
- 1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.7 References to conditions and schedule are to the condition and schedule of the Contract.

## **2. APPLICATION OF CONDITIONS**

- 2.1 These Conditions shall:
  - (a) apply to and be incorporated into the Contract; and
  - (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a Quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.
- 2.2 The Customer's order for the Services (or any of them) specified in the Quotation or Rate Card (as the case may be) constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:
  - (a) by a written acknowledgement issued and executed by the Supplier;  
or
  - (b) (if earlier) by the Supplier starting to provide the Services,

when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions

(if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Where the Quotation or the Rate Card (as the case may be) specify one or more of the Services referred to in conditions 2.3(a) to 2.3(d) inclusive, the trading conditions referred to in the relevant condition shall apply to those Services in addition to these Conditions, and shall be incorporated in the Contract:

- (a) Distribution of the Customer's goods by road outside the United Kingdom: The Convention for the International Carriage of Goods by Road signed at Geneva on 19 May 1956;
- (b) Distribution of the Customer's goods by air or sea: The British International Freight Association Standard Trading Conditions 2005;
- (c) Distribution of the Customer's goods by road within the United Kingdom: The Road Haulage Association Conditions of Carriage 2009;
- (d) Warehousing services: The United Kingdom Warehousing Association Conditions 2006,

in each case, as amended or updated from time to time.

2.4 In the event of any conflict between the trading conditions referred to in conditions 2.3(a) to 2.3(d) above and any of the provisions of these Conditions, these Conditions shall prevail.

2.5 The Customer hereby acknowledges that, prior to the Contract being entered into, a copy of each of the relevant trading conditions referred to in this condition 2.3 has been downloaded by the Customer from the Supplier's website at [http://www.saelogistics.com/t\\_and\\_c/index.htm](http://www.saelogistics.com/t_and_c/index.htm) and the Customer hereby confirms acceptance of them.

### **3. COMMENCEMENT AND DURATION**

3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from the date of the Supplier's acceptance of the Customer's offer to purchase the Services, in accordance with condition 2.2.

3.2 Subject to condition 11, the Services supplied under the Contract shall continue to be supplied until the Contract is terminated by one of the parties giving to the other not less than one months' notice at any time.

#### **4. SUPPLIER'S OBLIGATIONS**

- 4.1 The Supplier shall use reasonable endeavours to provide the Services, in accordance in all material respects with the Quotation or the Rate Card (as the case may be) and these Conditions.
- 4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Quotation or the Rate Card (as the case may be) or otherwise agreed, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

#### **5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier, its agents, subcontractors and employees, in a timely manner and at no charge, with access to the Customer's premises, and other facilities as reasonably required by the Supplier;
- (c) provide to the Supplier, in a timely manner, such information as the Supplier may reasonably require in relation to the Services and ensure that it is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Customer's obligations and actions under this condition 5.1(d);
- (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
- (f) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;
- (g) ensure that any of the Customer's goods which are handled, stored, distributed, transported or otherwise dealt with by the Supplier in the course of providing the Services do not include goods which the Customer does not own, or Dangerous Goods, illegal substances, pornography, live animals, stolen goods or any other item which the Supplier considers to present a hazard. The Supplier reserves the right without liability to the Customer to refuse to handle, store, transport or otherwise deal in any way with any goods which the

Customer does not own, or with any of the prohibited items referred to in this condition 5.1(g);

- (h) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the Supplier's Equipment, the use of the Customer's Equipment in relation to the Supplier's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- (i) obtain and maintain at its own cost appropriate insurance cover and security arrangements in respect of any of the Customer's goods which are handled, stored, distributed, transported or otherwise dealt with by the Supplier in the course of providing the Services, and ensure that any such goods are adequately packaged and protected so as to enable the Supplier to perform the Services;
- (j) where the Services include alarm and/or keyholder services, ensure that adequate arrangements are in place to preserve the security of any keys and the confidentiality of any alarm codes, including without limitation ensuring that no copies are made of any keys, and that alarm codes are not divulged to any third parties. The Customer shall comply with any instructions in relation to security or access issued by the Supplier from time to time;
- (k) where the Services include storage services, remove any of the Customer's property from the Supplier's premises within seven days of receipt of notice from the Supplier requesting it to do so, and leave the Supplier's premises in a clean, tidy and undamaged condition following such removal.

5.2 If the Supplier'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 Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

- 5.4 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of three months after the termination of the Contract, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee or subcontractor of the Supplier in the provision of the Services.
- 5.5 Any consent given by the Supplier in accordance with condition 5.4 shall be subject to the Customer paying to the Supplier a sum equivalent to 15% of the then current annual remuneration of the Supplier's employee or subcontractor or, if higher, 15% of the annual remuneration to be paid by the Customer to that employee or subcontractor.

## **6. CHARGES AND PAYMENT**

- 6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Quotation or the Rate Card (as the case may be). Where the Supplier accepts a request from the Customer to provide the Services without a price having been quoted or agreed prior to performance of the Services, the Customer shall pay such price as the Supplier shall reasonably specify after performance of the Services, taking into account the Supplier's costs and expenses incurred in providing the Services, the Supplier's profit, and the urgency of the Customer's requirement.
- 6.2 The price for the Services set out in the Quotation or the Rate Card (as the case may be) or as otherwise determined in accordance with condition 6.1 shall be paid to the Supplier (without deduction or set-off) on the date set out in the Quotation or, if there is no such date specified in the Quotation or there is no Quotation, on presentation of the Supplier's relevant invoice. The Supplier shall invoice the Customer for the price payable, together with VAT at the appropriate rate, at the end of the week or month in which the Services are provided, as notified from time to time.
- 6.3 The parties agree that the Supplier may review and increase the charges set out in the Quotation or the Rate Card. The Supplier will give the Customer written notice of any such increase 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it may, within 7 days of such notice being received or deemed to have been received in accordance with condition 20, terminate the Contract by giving 90 days written notice to the Supplier.
- 6.4 The parties agree that the Supplier may add a fuel surcharge to the charges set out in the Quotation or the Rate Card. In the event of a change in fuel prices, the Supplier may add or modify a surcharge by an amount it may reasonably consider to reflect the consequential increase in its direct operating costs. The current surcharge rates are published on the Supplier's

website at [www.saelogistics.com/t\\_and\\_c/surcharges.htm](http://www.saelogistics.com/t_and_c/surcharges.htm) and the Customer acknowledges and agrees that it is the Customer's responsibility to check such surcharges prior to ordering any Services.

- 6.5 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand; and
  - (b) suspend all Services until payment has been made in full (which for the avoidance of doubt, in the case of Services which include storage of the Customer's goods, entitles the Supplier to refuse the Customer access to its goods whilst stored on the Supplier's premises).
- 6.7 Time for payment shall be of the essence of the Contract.
- 6.8 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

## **7. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

- 7.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products or services which the Customer may obtain.
- 7.2 The Customer may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and

- (b) as may be required by law, court order or any governmental or regulatory authority.

7.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 7.

7.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

7.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including the Supplier's Equipment) shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

**8. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

8.1 This condition 8 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- (a) any breach of the Contract including any deliberate breach of this Contract by the Supplier, or its employees, agents or subcontractors;
- (b) any use made by the Customer of the Services or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions limits or excludes the liability of the Supplier:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.

8.4 Subject to condition 8.2 and condition 8.3:

- (a) the Supplier shall not be liable for:
  - (i) loss of profits; or
  - (ii) loss of business; or

- (iii) depletion of goodwill and/or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of contract; or
  - (vi) loss of use; or
  - (vii) loss of corruption of data or information; or
  - (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

**9. TIME LIMITS FOR CLAIMS - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

9.1 The Supplier shall not be liable for damage to the whole or any part of the goods or other items being transported by the Supplier, or physical loss, mis-delivery or non-delivery of the whole or any part of such goods or items unless advised thereof in writing (faxes and emails are acceptable) within 24 hour Working Hours of the date and time of delivery (or, in the event of mis-delivery or non-delivery, within 24 Working Hours of 5.00 pm on the due date for delivery), provided that if the Customer proves that:

- (a) it was not reasonably possible for the Customer to advise the Supplier within such time limit, and
- (b) such advice was made by the Customer as soon as practicable,

the Supplier shall not have the benefit of the exclusion of liability afforded by this condition 9.

9.2 For the purposes of this condition 9, a "Working Hour" is each hour between 9.00 am and 5.00 pm, Mondays to Fridays inclusive, other than bank holidays and public holidays in England and Wales.

**10. DATA PROTECTION**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services and any request by the Customer for credit facilities.

## 11. TERMINATION

11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving written notice to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- (d) 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) 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; or
- (e) 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 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; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party 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;
- (g) 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; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

- (i) 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; or
- (j) 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; or
- (k) 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 condition 11.1(d) to condition 11.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

11.2 The Supplier may terminate the Contract without liability to the Customer at any time on giving the Customer not less than one month's written notice.

11.3 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of it. Until the Supplier's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.4 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:

- (a) condition 7;
- (b) condition 8;
- (c) condition 9;
- (d) condition 11; and

- (e) condition 21.

## **12. FORCE MAJEURE**

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier 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.

## **13. VARIATION**

- 13.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
- 13.2 Subject to condition 13.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **14. WAIVER**

- 14.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 14.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **15. SEVERANCE**

- 15.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 15.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**16. ENTIRE AGREEMENT**

- 16.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

- 16.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.

- 16.3 Nothing in this condition shall limit or exclude any liability for fraud.

**17. ASSIGNMENT**

- 17.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 17.2 The Supplier may at any time assign, transfer, charge, mortgage, 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.

- 17.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

**18. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**19. RIGHTS OF THIRD PARTIES**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

**20. NOTICES**

- 20.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-

class post, recorded delivery or by commercial courier to the other party at the address specified in the Quotation or the Rate Card (as the case may be), or as otherwise specified by the relevant party by notice in writing to the other party or, if no such address is specified, at the relevant party's registered office, principle office or other place of business (in that order of precedence).

- 20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address determined in accordance with condition 20.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 20.3 This condition 20 shall not apply to the service of any in any proceedings or other documents in any legal action.
- 20.4 A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

## **21. GOVERNING LAW AND JURISDICTION**

- 21.1 The 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.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).