1. INTERPRETATION
1.1 Unless the context otherwise states or requires:
(a) the terms herein are given the meaning to be accepted on the delivery of the Goods or as stated on the Order or, if no such dates are specified, as notified to the Supplier by Kew.
(b) all other capitalised words used in these Standards Terms & Conditions shall have the meanings set out below:

2. AGREEMENT
2.1 The Order constitutes an offer by Kew to purchase Goods and/or Services from the Supplier. The Supplier shall be deemed to have accepted the earlier of:
(a) the Supplier issuing written acceptance of the Order; or
(b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Agreement shall come into existence (Commencement Date).

2.2 The terms of this Agreement shall apply to the provision of Goods and/or Services to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 In the event of any conflict between these Standard Terms & Conditions and any Special Conditions, the Special Conditions shall prevail. Each party agrees to discuss any conflict between these Standard Terms & Conditions and any other provisions of these Standard Terms & Conditions, at which point and on which date the Agreement shall come into existence (Commencement Date).

2.4 All of these Standard Terms & Conditions shall apply to the purchase of both Goods and Services except where the application of one or the other is specified.

3. SUPPLY OF GOODS
3.1 The Supplier shall ensure that the Goods shall:
(a) correspond with their description and any applicable Goods Specification;
(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held by Kew to be a purpose for which they are supplied.

3.2 Services:
(a) Professional and related rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain name rights, marks in the lines of get-up, rights in goodwill or to sue passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information, trade secrets (whether or not know-how and trade secrets) and any other intellectual property rights, in each case whether or not subject to a pending or unexpired application, including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

3.3 Kew: Either The Board of Trustees of the Royal Botanic Gardens, Kew, Richmond, TW9 3AB or Wakehurst, Ardingly, West Sussex RH7 6TN as stated in the Order, or, if not so stated, as notified to Kew by Kew before delivery.

3.4 Order: Kew’s order for the purchase of Goods and/or Services set out in Part 1 (Order), the purchase order form, or in Kew’s written acceptance of the Supplier’s quotation, as the case may be.

4. DELIVERY OF GOODS
4.1 The Supplier shall ensure that:
(a) the Goods are properly packed and secured in such a manner as to ensure their proper transportation and to protect them against all the relevant dates for provision of the Services, and meet all applicable laws and regulations;
(b) the Goods are being delivered by instalments, the manufacture, packaging, storing, handling and delivery of the Goods shall be completed in accordance with the terms of the Agreement and meet all applicable laws and regulations;
(c) the Goods are being delivered by instalments, the manufacture, packaging, storing, handling and delivery of the Goods shall be completed in accordance with the terms of the Agreement and meet all applicable laws and regulations.

4.2 The Supplier shall deliver the Goods:
(a) on the date specified in the Order or, if no such date is specified, within such a reasonable time as is necessary in the circumstances, being no later than 10 working days of the date of the Order to the Delivery Location; and
(b) during Kew’s normal hours of business, as or instructed by Kew.

4.3 Delivery of the Goods shall be completed on the completion of unpacking of the Goods at the Delivery Location.

4.4 If the Supplier: delivers less Goods than the quantity ordered and the quantity delivered is not acceptable to Kew or the quantity delivered and any rejected Goods shall be returned at the Supplier’s risk and expense; if the Supplier delivers more or less than the quantity of Goods ordered and Kew accepts the delivery, a pro rata adjustment shall be made to the price for the goods.

5. SUPPLY OF SERVICES
5.1 The Supplier shall provide the Services to Kew in accordance with the terms of the Agreement and all the relevant dates for provision of the Services stated in the Order or, if no such dates are specified, as notified to the Supplier by Kew.

5.2 The Supplier shall provide the Services to Kew in accordance with the terms of the Agreement and meet all the relevant dates for provision of the Services stated in the Order or, if no such dates are specified, as notified to the Supplier by Kew.

5.3 Where Key Personnel are specified in the Order the Supplier shall:
(a) ensure that the Key Personnel perform the role that has been agreed; and
(b) ensure that the Key Personnel will not be released from supplying the Services without the agreement of Kew, except by notification of long service leave, paternity leave or termination of employment or other extenuating circumstances, and Kew shall have the right to examine the manner in which the Services are being provided.

5.4 If following such inspection or testing Kew considers that the Goods or Services do not correspond with their description and any applicable Conditions, Kew shall have the right to conduct further inspections and tests after the Supplier has carried out its undertakings.

5.5 The Supplier shall implement any recommendations as is necessary to ensure compliance.

5.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under the Agreement, and Kew shall have the right to conduct further inspections and tests after the Supplier has carried out its undertakings.

5.7 Kew reserves the right to examine or inspect the manner in which the Supplier supplies the Services (including the inspection and testing of the Deliverables at any time before delivery) and may provide free of charge such information and facilities as is reasonably required for the purposes of such examination or inspection and may include planning or preliminary work in connection with the supply of Services.

5.8 If following such inspection or testing Kew considers that the Services do not correspond or are unlikely to comply with the Supplier’s undertakings in accordance with the Order, Kew shall inform the Supplier and the Supplier shall immediately (at its own cost) take such remedial action as is necessary to ensure compliance.
5.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and shall not be relieved of any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement and Kew shall have the right to conduct further inspections and tests after the Goods or Services have been delivered and to call upon the Supplier to rectify all its remedial actions.

6. GOODS AND SERVICES

6.1 Where any access to Kew Premises is necessary in connection with the delivery or installation of Goods or the provision of Services, the Supplier shall at all times observe all health and safety rules and regulations including all relevant provisions of the Construction (Design and Management) Act 1994 and all other relevant health and safety rules and regulations.

6.2 Where any work by the Supplier is carried out on site at Kew Premises the Supplier shall comply with the Contractors' Code.

6.3 The Supplier shall have due regard to and comply with the following policies in so far as relevant to the Agreement:

(a) Retail, Ethical and Environmental Sourcing Policy (available at: www.kew.org);
(b) Data Processor Schedule (attached hereto or otherwise available at www.kew.org).

6.4 The Supplier acknowledges and agrees that RBG Kew is a world renowned charity, operating in accordance with all relevant provisions of the Charities Act 2006 and its governing documents. The Supplier shall ensure that it is not aware of any financial or other advantage being induced or a reward for improper performance of a relevant function or activity to the Supplier;

(b) to directly or indirectly request, agree to receive or accept any gift, advantage or inducement or a reward for improper performance of a relevant function or activity in connection with the Agreement or committing any offence:

(i) under the Bribery Act;
(ii) under legislation creating offences concerning fraud or corruption;

(iii) at common law concerning fraudulent acts rendering the Supplier or any other agreement with Kew or

(iv) deliberately attempting to defraud or conspiring to defraud Kew.

7. PRECAUTIONS

7.1 Whilst providing the Goods and/or Services, the Supplier shall comply with all applicable current laws, statutory instruments, notices, directions and recommendations and any practice and custom of Kew and its governing documents. The Supplier shall ensure that it is not aware of any financial or other advantage being induced or a reward for improper performance of a relevant function or activity to the Supplier or committing any offence:

(i) under the Bribery Act;
(ii) under legislation creating offences concerning fraud or corruption;

(iii) at common law concerning fraudulent acts rendering the Supplier or any other agreement with Kew; or

(iv) deliberately attempting to defraud or conspiring to defraud Kew.

7.2 Safeguarding. Supplier shall comply with Kew's safeguarding policies and procedures, to protect children and vulnerable adults, including but not limited to following Kew's safeguarding Code of Good Practice, reporting procedures and if required, ensuring that relevant Supplier Personnel undertake training and Disclosure and Barring Service (DBS) checks before being permitted access to the Kew Premises. Supplier shall bear the costs of all required DBS checks that Kew, in its sole discretion, determines are necessary (on its own behalf, and on behalf of all Supplier Personnel).

7.3 Discrimination. The Supplier shall not unlawfully discriminate on the grounds of age, colour, cultural heritage, disability, faith or belief, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, sexual orientation, sex, or any other characteristic, and shall ensure that the Supplier personnel and associated contractors act in accordance with the purpose of providing the Services.

7.4 Modern Slavery. Supplier warrants and represents that it complies with the Modern Slavery Act 2015 and in particular it does not engage in, facilitate or allow any form of Trafficking, Abduction or Slavery.

(a) slavery, servitude, forced compulsory labour or slavery-like practices;
(b) force, threat or deception to obtain services from anyone including children and other vulnerable persons;
(c) human rights abuses as defined within the Modern Slavery Act 2015.

8. KEW REMEDIES

8.1 If the Supplier fails to deliver the Goods or perform the Services by the applicable date, Kew shall, without limiting its rights or remedies, have one or more of the following rights:

(a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
(b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
(c) to recover from the Supplier any and all costs incurred by Kew in obtaining substitute goods and/or services from a third party;
(d) where Kew has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
(e) to claim damages for any additional costs, loss or expenses incurred by Kew which are in any way attributable to the Supplier's breach of this Agreement and/or requiring Kew to undertake certain remedial works.

8.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3.1, then, without limiting its rights or remedies, Kew shall have one or more of the following rights, whether or not it has accepted the Goods:

(a) to reject the Goods (in whole or in part) whether or not title has passed and to return to them the Supplier at the Supplier's own risk and expense;
(b) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods if paid;
(d) to recover from the Supplier any and all costs incurred by Kew in obtaining substitute goods and/or services from a third party;
(e) to claim damages for any additional costs, loss or expenses incurred by Kew arising from the Supplier's failure to supply Goods in accordance with the Agreement.

8.3 This Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

8.4 Kew's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

9. KEW'S OBLIGATIONS

9.1 Subject to the Supplier complying with the Agreement, Kew shall:

(a) provide the Supplier with reasonable access at reasonable times and upon reasonable notice for the purpose of providing the Services;
(b) provide such facilities and information as the Supplier may reasonably require in order to enable the Services and Kew consider reasonably necessary for the purpose of providing the Services to the Supplier.

10. CHARGES AND PAYMENT

10.1 The price for the Goods:

(a) shall be the price set out in the Order, or if no price is quoted, the published list price (exclusive of amounts in respect of valued added tax and/or other similar taxes chargeable from time to time (‘VAT’));

(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Kew. No extra charges shall be effective unless agreed in writing by Kew.

10.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in connection with the Services and/or any work required by the Supplier. The Services which are set out in the Order shall include all cost and the expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

10.3 Unless otherwise specified in the Order: in respect of Goods, the Supplier shall invoice Kew on or at any time after completion of delivery; and in respect of Services, the Supplier shall invoice Kew on completion of the Services.

10.4 Each invoice for the supply of the Goods and/or Services shall include such supporting information required by Kew to verify the charges for each invoice, including but not limited to the relevant contract number and the Order number.

10.5 Where the Supplier submits an invoice to Kew in accordance with Clause 10.4, Kew will consider and verify that invoice in a timely fashion.

10.6 In consideration of the supply of Goods and/or Services by the Supplier, Kew shall pay the invoice amounts within 30 days from the date on which Kew has determined that the invoice is valid and undisputed.

10.7 Where Kew fails to consider and verify an invoice in a timely fashion in accordance with Clause 10.5, the invoice shall be regarded as valid and undisputed for the purposes of Clause 10.6 after a reasonable time has passed.

10.8 Where the Supplier enters into a Sub-Contract, the Supplier shall ensure that the provisions of such Sub-Contract include any provisions having the same effect as clauses 10.4-10.7 of this Agreement and:

(a) a provision requiring the counterparty to such Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 10.4-10.7 of this Agreement.

In this Clause, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from Kew in a subcontracting chain, made wholly or substantially with each other supplier (or contributing to the performance of) the whole or any part of this Agreement.

10.9 All amounts payable by Kew under the Agreement are exclusive of any additional costs, loss or expenses incurred by Kew which are in any way attributable to the Supplier's negligence, breach of contract or breach of this Agreement.

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10. If either party fails to pay any amount properly due and payable by it under the Agreement, the other party shall have the right to charge interest on such overdue amount at the rate of 3 per cent per annum above the base rate for the time being in force in The London Inter-Bank Offer Rate (LIBOR) plus 3.5% per annum, charged daily from the due date up to the date of actual payment (or judgment). This clause shall not apply to payments that are discounted in good faith.

11. Kew may, without limiting its other rights or remedies, set off any amount payable to it by the Supplier against any amount payable by Kew to the Supplier under the Agreement.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 In respect of the Goods and any services that are transferred to Kew as part of the Services under the Agreement, Kew retains all the relevant intellectual property rights in such Goods or products and Services, and no other rights are granted to the Supplier.

11.2 The Supplier assigns to Kew, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Goods and Services, including for the avoidance of doubt the Deliverables.

11.3 The Supplier shall obtain waivers of all moral rights in the Goods, or in respect of the Services, for the avoidance of doubt the Deliverables, and shall not at any time make any modification to the Deliverables or any of its components in a manner adverse to Kew.

11.4 The Supplier shall, promptly at Kew’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Kew may from time to time require for the purpose of securing for Kew the full benefit of the Agreement, including all rights to the知识产权 and rights relating to the Intellectual Property Rights assigned to Kew in accordance with Clause 11.1 above.

11.5 All Kew Materials are the exclusive property of Kew and Kew shall retain all Intellectual Property Rights in the Kew Materials, any amendments or improvements to the Kew Materials and any other work performed and expenses incurred or to be performed and expenses incurred or to be performed by the Supplier in connection with the Kew Materials and any any other work performed and expenses incurred or to be performed by the Supplier in connection with the Kew Materials (and any and any work performed and expenses incurred or to be performed by the Supplier in connection with the Kew Materials).

11.6 Kew reserves the right to use any images in relation to the Services and the Deliverables for marketing and promotional purposes generally.

12. INDEMNITY

12.1 The Supplier shall keep Kew (and its affiliate) indemnified in full against all costs, expenses, damages, losses, claims, costs and expenses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred by Kew (and its affiliate) as a result of or in relation to:

(a) any claim made against Kew (and its affiliate) by a third party for death, personal injury or damage to Goods caused in connection with the supply of the Goods, or in respect of the Services, or any negligent, fraudulent or unlawful act or omission by the Supplier, its employees, agents or subcontractors;

(b) any claim made against Kew (and its affiliate) by a third party for death, personal injury or damage to Goods caused in connection with the supply of the Goods, or in respect of the Services, or any negligent, fraudulent or unlawful act or omission by the Supplier, its employees, agents or subcontractors;

(c) any costs incurred in repairing or making good any damage to Goods or Services or to any other property belonging to Kew (and its affiliate) caused by the negligence, default or breach of any legal or equitable duty of the Supplier in respect of the performance of the Goods or Services.

12.2 For the duration of the Agreement and for a period of 1 year thereafter, the Supplier shall maintain, in force, on behalf of the Company, professional indemnity insurance or personal liability insurance to the minimum value of £2 million.

13. CONFIDENTIALITY

13.1 A party (‘Receiving Party’) shall keep in strict confidence all technical or commercial know-how, specifi cations or other disclosures, including any personal data or personal information concerning the Disclosing Party’s business or its products or its services which the Receiving Party may obtain. The Receiving Party shall not disclose such confidential information to such of its employees, agents, affiliates or subcontractors as is not reasonably necessary to the performance of the Receiving Party’s obligations under this Agreement. The Receiving Party shall ensure that such employees, agents, affiliates or subcontractors are subject to a confidentiality undertaking corresponding to those which bind the Receiving Party. This clause 13 shall survive termination of the Agreement for a period of five (5) years from the date of termination.

13.2 The Receiving Party acknowledges that Kew is subject to the requirements of the Data Protection Principles to disclose information in accordance with the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time and the Environmental Information Regulations 2004 together with the requirements of and regulations (the Freedom of Information Act 2000 and the Environmental Information Regulations 2004).

14. TERMINATION

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

(a) the other party commits a material or persistent breach of the Agreement and such a breach is remediable and it fails to remedy that breach within the first 20 days of receipt of notice in writing of the breach;

(b) the other party makes a serious threat or threats to suspend, payment of its debts or is unable to pay its debts as they fall due.

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

(a) the other party has a winding up order or a bankruptcy petition order made or an order is made for or in connection with the winding up of such a company, including any interest, fines, legal and other professional fees and expenses awarded against or incurred by the other party (being an individual) as a result of or in relation to:

(b) the other party makes a serious threat or threats to suspend, payment of its debts or is unable to pay its debts as they fall due.

14.3 Where advance payments have already been paid to the Supplier in connection with the Agreement and have not yet been credited to Kew or have exceeded the amount properly due to the Supplier for Goods and/or Services, the advance payment shall be refundable to the Supplier in accordance with Clause 12.1(b) if at the date of termination, any such excess shall be promptly refunded to the Supplier.

14.4 In any of the circumstances in which Kew may terminate the Agreement, where both Goods and Services have been supplied by the Supplier, Kew may, in its absolute discretion, terminate part of the Agreement in respect of the Goods, or in respect of the Services, and the Agreement shall continue in respect of the remaining supply.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Agreement or any part of it for any reason:

(a) the rights and obligations of the Parties under the Agreement shall continue to apply to that part of the Agreement which is not terminated, and any rights or remedies under the Agreement shall not be suspended or prejudiced;

(b) any accrued rights and remedies of the parties as at termination shall continue to apply to the party entitlements to claim damages in respect of any breach of the Agreement which existed at the date of termination;

(c) the consequences which expressly or by implication have effect after termination shall continue in full force and effect.

16. GENERAL

16.1 Publicity, trade marks and reputation

(a) The Supplier may not refer to Kew or the engagement in any advertisement or publicity without the prior written consent of Kew.

(b) In providing the Services, including carrying out its obligations under the Agreement, the Supplier shall not be responsible for any loss, damage or expense to the Supplier, or to any other person or entity, whether or not connected with the Supplier’s services or obligations under the Agreement if and to the extent that the Supplier could have been reasonably expected to prevent such losses.

16.2 Force majeure

(a) Neither party shall be liable to the other as a result of performance of its obligations under the Agreement if and to the extent such delay or failure is caused by an event of circumstances which is beyond the reasonable control of that party which by its nature could not have been foreseen or avoided (‘Force Majeure Event’). In exceptional circumstances, Kew may close the whole or part of the Kew Premises to the public where there is or is a reasonable expectation of a Force Majeure Event occurring including adverse weather or an outbreak of pests or disease.

(b) Where Kew considers that a Force Majeure Event prevent the Supplier from supplying the Goods and/or Services, Kew shall terminate the Agreement and any contract relating to its own force majeure event by giving written notice to the Supplier.

16.3 Audit

(a) The Supplier shall keep and maintain for 6 years after the Agreement has been performed, or as a period may be agreed between the parties, full and accurate records of the Agreement including the Goods and/or Services supplied under it, all expenditure reimbursed by Kew, and all payments made by Kew. The Supplier shall on request afford Kew or its representatives such access to those records and processes as is necessary to verify the accuracy of the information provided by the Supplier under the Agreement.

(b) The Supplier shall permit duly authorised representatives of the National Audit Office and/or the Comptroller and Auditor General to make such inspections as the National Audit Office and/or the Comptroller and Auditor General may reasonably require.

16.4 Assignment and subcontracting:

(a) Unless otherwise stated in the Order, the Supplier shall not assign, sublet, charge, subcontract or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Kew. The Supplier shall not be relieved of any of its obligations and/or duties under the Agreement by virtue of Kew agreeing with any other person or entity to sub-contract any of its obligations and/or duties under the Agreement (including, for the avoidance of doubt, any

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obligations and/or duties performed by any subcontractors expressly listed in the Order.

(b) Kew may at any time assign, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

16.5 Notices: Any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid second-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party’s main fax number.

16.6 Waiver and cumulative remedies:

(a) A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement 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.

(b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

16.7 Severance: If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

16.8 No partnership: Nothing in the Agreement 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.

16.9 Third parties: A person who is not a party to the Agreement shall not have any rights under or in connection with it, save that any affiliate of Kew shall be entitled to enjoy the benefits of and enforce such contractual provisions as are expressed to be for the benefit of it.

16.10 Approvals. Notwithstanding any other provision of this Agreement, the terms ‘acceptance’ ‘approval’ or similar when used in the context of any acceptance or approval to be given by or on behalf of Kew has the meaning ‘acceptance of general principles only’ and no such acceptance or approval shall diminish or relieve the Supplier from any of his obligations or liabilities under this Agreement (save for the obligation to seek or obtain such acceptance or approval).

16.11 Variation: Any variation, including any additional terms and conditions, to the Agreement shall only be binding when agreed in writing by Kew.

16.12 Entire Agreement: This Agreement sets out the entire agreement and understanding between the parties in respect of the matters covered herein to the exclusion of any other terms that the Trader seeks to impose or incorporate, or which might otherwise be implied by trade, custom, practice or course of dealing.

16.13 Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF) will take effect as the delivery of an executed original counterpart of this Agreement.

16.14 Dispute Resolution: If at any time, any dispute shall arise between the parties in relation to this Agreement, the parties agree that in order to resolve any such dispute, they shall first attempt to resolve the dispute by holding a meeting and discussing the dispute in good faith with a view to agreeing the action to be taken to solve the issues giving rise to the dispute.

16.15 Governing law and jurisdiction: The Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.