



**CENTRAL LABORATORY  
INNOVATION AND KNOWLEDGE  
TRANSFER LIMITED**

**TERMS AND CONDITIONS FOR  
ACCESS TO THE SRS, ISIS AND CLF  
FACILITIES**

**1. DEFINITIONS AND  
INTERPRETATION**

1.1. In the Contract (as defined below) the following expressions have the meaning set opposite:

**The CLF** – the Central Laser Facility situated at STFC's Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot OX11 0QX;

**CLIK** – Central Laboratory Innovation and Knowledge Transfer Limited;

**CLIK's Confidential Information** – all information, know-how and data (including any Results in which any CLIK Member owns the Intellectual Property Rights) that is disclosed by CLIK or any CLIK Member to the Customer or which comes to the Customer's knowledge as a result of conducting the Experiments, or otherwise from the presence of the Customer's employees or representatives, on CLIK Premises;

**the CLIK Group** – CLIK, CCLRC, and any subsidiary company of CLIK or CCLRC;

**CLIK Member** – any member of the CLIK Group;

**CLIK Premises** – the premises of any CLIK Member including the SRS, ISIS and CLF Facilities;

**CLIK's Technical Officer** – the person identified as such in the Sales Order Form;

**these Conditions** – these terms and conditions;

**Confidential Information** – the Customer's Confidential Information and/or CLIK's Confidential Information as the context requires;

**the Contract** – the contract between CLIK and the Customer incorporating these Conditions, any Special Conditions and the Sales Order Form;

**the Customer** – the person so described in the Sales Order Form;

**the Customer's Confidential Information** – information relating to the Samples and the Experiments (including all Results except for those in which any CLIK Member owns the Intellectual Property Rights) which is disclosed by the Customer to any CLIK Member or which comes to the knowledge of any CLIK Member as a result of conducting the Experiments or otherwise as a result of the Experiments being conducted on CLIK Premises;

**the Customer's Technical Officer** – the person identified as such in the Sales Order Form;

**a Deliverable** – any goods supplied or to be supplied by CLIK to the Customer under the Contract that are identified as a deliverable on the Sales Order Form, as amended from time to time in accordance with the Contract;

**the Delivery Date** – the Delivery Date (if any) stated in the Sales Order Form;

**the End Date** – the End Date (if any) stated in the Sales Order Form;

**the Equipment** – the equipment supplied or brought onto any CLIK Premises by the Customer;

**the Experiments** – the experiments specified in the Sales Order Form;

**the ISIS Facility** – the ISIS neutron and muon source situated at STFC's Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot OX11 0QX;

**Intellectual Property Rights** – any patent, copyright, trade mark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above;

**the Price** – the price or charges set out on the Sales Order Form,

as revised from time to time in accordance with the Contract;

**the Results** – all information, know-how, results, data, inventions and software identified or first reduced to practice or writing by either party in the course of conducting the Experiments;

**the Sales Order Form** – the Sales Order Form (including the Specification) attached to and incorporating these Conditions;

**the Samples** – the materials or substances which are the subject of the Experiments;

**the Services** – the services supplied or to be supplied by CLIK to the Customer under the Contract that are identified as Services in the Sales Order Form (including any Experiments which are to be conducted or sub-contracted by CLIK), as amended from time to time in accordance with the Contract;

**the Special Conditions** – the special conditions (if any) appended to these Conditions;

**the Specification** – the specification (if any) of any of the Services, Experiments or Deliverables attached to and forming part of the Sales Order Form;

**the SRS Facility** – the synchrotron radiation facility situated at STFC's Daresbury Laboratory, Daresbury Science and Innovation Campus, Daresbury, Warrington, WA4 4AD;

- the Start Date** – the Start Date stated in the Sales Order Form;
- STFC** – The Science and Technology Facilities Council;
- the Warranty Period** – the warranty period for each Deliverable stated in the Sales Order Form, or if none is stated, the period of 12 months from the date of delivery of the relevant Deliverable;
- Working Day** – any day that is not: a Saturday or Sunday; or a day which is a public holiday in England; or 27, 28, 29, 30 or 31 December in any year.
- 1.2. References in the Contract to any enactment, act, order, regulation or similar instrument are to be construed as references to that enactment, act, order, regulation or instrument as amended by any later enactment, order, regulation or instrument or as contained in any later re-enactment of it.
- 1.3. The headings in the Contract are for ease of reference only and do not affect its interpretation or construction.
- 2. CONTRACT**
- 2.1. When CLIK sends to the Customer a completed Sales Order Form signed by an authorised representative of CLIK, it is making an offer to supply the Services and the Deliverables. The Contract is formed when the Customer signs and returns a copy of the Sales Order Form to CLIK provided that it does so within the period for acceptance (if any) as stated in the Sales Order Form.
- 2.2. These Conditions and the Sales Order Form (including any Specification), together with any Special Conditions apply to the supply of the Services and the Deliverables to the exclusion of all other terms and conditions. Any other terms and conditions proposed by the Customer, or which the Customer purports to apply (whether in any purchase order, confirmation of order, in correspondence or in any other context) will not form part of the Contract or be binding on CLIK.
- 2.3. These Conditions, the Special Conditions (if any) and the Sales Order Form (including any Specification) constitute the entire agreement between the Customer and CLIK in relation to the Services and the Deliverables and supersede all earlier agreements, arrangements and understandings relating to that subject matter.
- 2.4. If there is any conflict or inconsistency between these Conditions, the Sales Order Form (including any Specification) and the Special Conditions, the Sales Order Form will prevail over the Special Conditions and the Special Conditions will prevail over these Conditions, in each case to the extent necessary to resolve that conflict or inconsistency.
- 2.5. CLIK may amend any Service or Deliverable where necessary to comply with any statutory or regulatory requirement or in any way that does not materially affect their quality.
- 2.6. Subject to Condition 2.5, neither the Contract nor any Service or Deliverable may be amended, supplemented or varied without the written agreement of both CLIK (or any CLIK Member designated by CLIK) and the Customer.
- 3. SAMPLES AND EQUIPMENT**
- 3.1. The Customer will, at its own cost, deliver the Samples to the SRS, ISIS or CLF Facility on or before the Start Date.
- 3.2. Before delivering the Samples to any CLIK Premises, the Customer will notify the CLIK Technical Officer in writing as to the nature of the Samples and will declare whether the Samples constitute a hazard with respect to their flammability, explosivity, radioactivity, toxicity, carcinogenic, caustic or pathogenic nature and will complete a Control of Substances Hazardous to Health (COSHH) or other appropriate declaration as may be required by any health and safety legislation which may be in force from time to time or by any CLIK Member's policy, regulation, code of practice or instruction that has been brought to the attention of the Customer.
- 3.3. The Customer will remove any excess Samples from CLIK Premises promptly after the completion of the Experiments. CLIK may, without further reference or notice to the Customer, destroy any Samples remaining on CLIK Premises 30 days or more after the completion of the Experiments.
- 3.4. Before delivering any Equipment to any CLIK Premises, the Customer will supply all information reasonably required by any CLIK Member relating to the Equipment and will ensure that the Equipment complies with any applicable health and safety, environmental and other legislation which may be in force from time to time and with any CLIK Member's policy, regulation, code of practice or instruction which has been brought to the attention of the Customer.
- (a) The Customer will, at its own cost, promptly remove the Equipment (if any) from CLIK Premises after the completion of the Experiments. If the Customer has not removed the Equipment within 30 days after the completion of the Experiments, CLIK may, at its option:
- (b) return the Equipment to the Customer; or
- (c) store and insure the Equipment until collected by the Customer and may invoice the Customer for all costs incurred by it (including an administration fee) for doing so. The Customer will pay all such costs within 30 days after the date of CLIK's invoice.
- 3.5. No CLIK Member will be liable for the safety of or for any loss of or damage to any Equipment or other property that the Customer may bring on to any CLIK Premises for the purpose of conducting the Experiments or for any other purpose.
- 4. PERFORMANCE**
- 4.1. CLIK will use reasonable endeavours to supply the

- Services and the Deliverables in accordance with the Contract.
- 4.2. For Experiments which are to be conducted or sub-contracted by CLIK, CLIK will use its reasonable endeavours to ensure that those Experiments are conducted in accordance with the Specification between the Start Date and the End Date. Neither CLIK or any CLIK Member gives any warranty that the Experiments will lead to any particular result or that any Experiment will be successful.
- 4.3. For Experiments which are to be conducted by the Customer:
- (a) subject to Condition 4.6, CLIK will arrange for the Customer's Technical Officer and any other person nominated by the Customer's Technical Officer and notified in writing to CLIK's Technical Officer to have access to and use the SRS, ISIS or CLF Facility to conduct the Experiments on the dates and times set out in the Sales Order Form;
- (b) the Customer will ensure that the Customer's Technical Officer obtains approval from CLIK's Technical Officer before commencing the Experiments and that the Experiments are conducted under the supervision of and in accordance with all reasonable instructions issued by CLIK's Technical Officer or any other employee or representative of any CLIK Member nominated by CLIK's Technical Officer; and
- (c) the Customer will ensure that the Customer's Technical Officer and any other person nominated by
- the Customer's Technical Officer to conduct the Experiments complies with (i) all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and (ii) any CLIK Member policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any CLIK Member laboratory, facility or equipment which is brought to their attention or given to them whilst they are on CLIK Premises by CLIK's Technical Officer or any other employee or representative of any CLIK Member nominated by CLIK's Technical Officer.
- 4.4. The Customer will provide CLIK's Technical Officer with any and all information, software, equipment, materials and documentation, and will carry out any task allocated as the Customer's responsibility in the Sales Order Form (including any Specification) in good time to allow CLIK to carry out its obligations under the Contract.
- 4.5. If the Customer does not perform or delays in performing its obligations under the Contract, and that non-performance or delay affects CLIK's ability to perform the Contract, CLIK will not be in breach of contract, and Customer will pay CLIK as if CLIK had performed its obligations.
- 4.6. All CLIK Members have absolute discretion to deny access to any person to any CLIK Premises, including the SRS, ISIS or CLF Facility, at any time.
- 5. RESCHEDULING**
- 5.1. If the Experiments are rescheduled from the dates set out in the Sales Order Form at the request of the Customer, CLIK may charge and the Customer will pay a reasonable rescheduling fee in addition to the Price. The Customer will pay the rescheduling fee within 30 days after the date of CLIK's invoice.
- 5.2. If CLIK has to reschedule the Experiments from the dates set out in the Sales Order Form because of circumstances beyond its reasonable control, it will promptly notify the Customer and will offer alternative dates to the Customer. In this case, no CLIK Member will have any other liability to the Customer in respect of any failure to provide access to the SRS, ISIS or CLF Facility on the original dates.
- 6. PRICE AND PAYMENT**
- 6.1. The Customer will pay the Price to CLIK.
- 6.2. Unless the Sales Order Form states that any Services or Deliverables are supplied on a fixed price basis, CLIK may (at the intervals specified on the Sales Order Form) revise the Price by giving the Customer not less than 30 days' written notice.
- 6.3. The Customer will reimburse CLIK for all reasonable travel, subsistence and other expenses incurred by CLIK's staff and sub-contractors in providing any Service or Deliverable to the Customer.
- 6.4. All prices, fees, charges and expenses are exclusive of any applicable value added, sales, excise, or similar taxes and all customs duties. The Customer will pay these in addition to the Price and CLIK's expenses.
- 6.5. The Customer will also pay for all packaging, carriage and insurance.
- 6.6. CLIK may invoice the Customer as set out in the Sales Order Form, and the Customer will pay each of CLIK's invoices, in the currency stated in the Sales Order Form, within 30 days after the date of that invoice.
- 6.7. If the Customer is required by law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under the Contract, the amount payable to CLIK by the Customer will be increased by the amount of that deduction or withholding to ensure that CLIK receives a sum equal to the amount to be paid under the Contract.
- 6.8. If any payment to CLIK is overdue, CLIK may do one or more of the following:
- (a) suspend work under the Contract until that payment has been made in full. (In that case all expenses incurred by CLIK in connection with that suspension and any subsequent resumption of work will be added to the amounts payable and will be paid by the Customer, and any time scales will be extended accordingly.); or

(b) treat the non-payment as a material breach and terminate the Contract in accordance with Condition 13.2(a); or

(c) charge the Customer interest on any overdue sum and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6.9. CLIK is not obliged to carry out any work except that specifically included in the Services. CLIK reserves the right to charge the Customer, and the Customer will pay CLIK a reasonable charge for, any additional services supplied by CLIK.

6.10. On the termination or expiry of the Contract, the Customer will pay CLIK, in accordance with this Condition 6, all unpaid fees and expenses accrued up to the date of termination or the expiry of the Contract and for all costs and expenses that CLIK has incurred or agreed to incur in connection with any work done or to be done for the Customer.

## **7. DELIVERY**

7.1. Any date or period for delivery is intended to be an estimate only. The Customer will not be entitled to terminate the Contract solely because the delivery of any Service or Deliverable is delayed, even if it has given notice to CLIK requiring delivery by a specific date.

7.2. The Customer will take delivery of each Deliverable within 7 Working Days after CLIK (or any person designated by CLIK) gives the Customer notice that that Deliverable is ready for delivery.

7.3. If the Customer does not take delivery of any Deliverable, or if CLIK is unable to deliver any Deliverable because the Customer has not provided appropriate information, documents, licences and authorisations:

(a) risk in that Deliverable will immediately pass to the Customer;

(b) that Deliverable will be deemed to have been delivered; and

(c) CLIK may store that Deliverable until actual delivery, and the Customer will be liable for all related costs and expenses (including, without limitation, the costs of storage and insurance).

7.4. CLIK may make a partial delivery of any Deliverables and invoice for the part(s) delivered or shipped, even though all of the Deliverables have not been delivered or shipped.

7.5. The Customer will obtain, at its risk and expense, any export and import licences or other authorisations necessary for the export and import of the Deliverables and their transit through any country or territory, will deal with all customs formalities necessary for their export, import and transit, and will bear the costs of complying with those formalities, and all duties, taxes and other charges payable on export or import.

7.6. The Customer will inspect the Deliverables within 14 Working Days after delivery and will notify CLIK of any defects or shortages. Subject to any Special Condition,

the Deliverables will be deemed to have been accepted by the Customer if no notice of rejection is given to CLIK within that period.

## **8. TITLE AND RISK**

8.1. Risk in Deliverables will pass to the Customer on delivery to the Customer or deemed delivery under Condition 7.3(b).

8.2. Ownership of any Deliverable will remain with CLIK until all sums due from the Customer under the Contract have been paid to CLIK in full (in cash or cleared funds) and CLIK has received in full all other sums that are or that become due to CLIK from the Customer on any account.

8.3. Until ownership of each of the Deliverables has passed to the Customer, the Customer will hold that Deliverable on a fiduciary basis as CLIK's bailee.

8.4. The Customer may resell any Deliverables before ownership has passed to it only on the following conditions:

(a) any sale must be made in the ordinary course of the Customer's business at full market value; and

(b) any sale will be a sale of CLIK's property but on the Customer's own behalf and the Customer will deal as principal when making that sale.

8.5. The Customer's right to possess any Deliverable will terminate immediately if:

(a) the Customer undergoes any of the events set out in Condition 13.2(b);

(b) the Customer encumbers or in any way charges any of the Deliverables; or

(c) CLIK terminates the Contract before CLIK has received payment in full (in cash or cleared funds) for the Deliverables and the Services.

8.6. CLIK may recover payment for the Deliverables even though ownership of any of the Deliverables has not passed from CLIK or to the Customer.

8.7. The Customer grants CLIK, its agents and employees, an irrevocable licence at any time to enter any premises where the Deliverables are or may be stored in order to inspect them or, where the Customer's right to possession has come to an end, to repossess them.

8.8. If at the Customer's request, CLIK insures any Deliverable after risk has passed to the Customer, the Customer will reimburse the costs of that insurance to CLIK on demand.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1. Unless expressly stated to the contrary in these Conditions, any Special Conditions or the Sales Order Form, nothing in the Contract assigns or transfers any Intellectual Property Rights or grants either party any licence to use any Intellectual Property Rights, except that CLIK (and any sub-contractor of CLIK) may use, for the purpose of performing its obligations under the Contract, all information, software and materials (including the Samples)

- supplied to it by or on behalf of the Customer.
- 9.2. The Customer will own all Intellectual Property Rights in the Results that relate specifically to the Samples.
- 9.3. As between the parties, CLIK will own all other Intellectual Property Rights in the Results and any other Intellectual Property Rights arising from the provision of the Services.
- 9.4. CLIK and the Customer will each take any action or execute any document reasonably required by the other to give effect to any of its rights under the Contract or to enable their registration in any relevant territory provided the requesting party pays the other party's reasonable expenses.
- 10. CONFIDENTIALITY**
- 10.1. CLIK will, and will procure that each CLIK Member will, keep confidential and not disclose to any third party nor use for any purpose except carrying out the Experiments and providing the Services any of the Customer's Confidential Information.
- 10.2. The Customer will keep confidential and not disclose to any third party nor use for any purpose any of CLIK's Confidential Information.
- 10.3. Neither party will be in breach of its obligations to keep the other party's Confidential Information confidential to the extent that it:
- (a) is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
- (b) is or becomes publicly known without any breach of the Contract or any other undertaking to keep it confidential;
- (c) has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of obligation of confidentiality owed to the other party;
- (d) is disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
- (e) is approved for release in writing by an authorised representative of the other party.
- 10.4. CLIK will not be in breach of any obligation to keep the Customer's Confidential Information confidential or not to disclose it to any third party by making it available to any other CLIK Member.
- 10.5. If any CLIK Member receives a request under the Freedom of Information Act 2000 to disclose any information that, under the Contract, is the Customer's Confidential Information, CLIK will notify the Customer and will consult with the Customer. The Customer will respond to CLIK within 10 days after receiving CLIK's notice if that notice requests the Customer to provide information to assist CLIK to determine whether or not an exemption to the Freedom of Information Act applies to the information requested. The Customer acknowledges that the decision as to whether or not an exemption does apply and whether the Confidential Information requested can be withheld rests solely with CLIK.
- 10.6. Neither CLIK nor the Customer will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.
- 11. WARRANTIES**
- 11.1. CLIK warrants to the Customer that:
- (a) each Deliverable will comply with the Specification (if any) or its description in the Sales Order Form during the Warranty Period for that Deliverable; and
- (b) the Services will be supplied with reasonable skill and care.
- 11.2. If CLIK breaches the warranty in Condition 11.1(a) and the Customer has notified CLIK of that breach within the Warranty Period, CLIK will:
- (a) repair or replace any Deliverable or any part of it that does not comply with that warranty; or
- (b) refund the Price paid by the Customer for that Deliverable.
- 11.3. If CLIK breaches the warranty in Condition 11.1(b) and the Customer has notified CLIK of that breach within 2 months after the provision of that Service CLIK will, at its option:
- (a) re-perform that Service at no additional charge to the Customer; or
- (b) refund the Price paid by the Customer for that Service.
- 11.4. CLIK may decide whether any Deliverable is to be repaired in situ or returned to CLIK. If any Deliverable is to be returned to CLIK, the Customer will bear the risk of loss or damage in transit and the Customer will pack the Deliverable for return to CLIK in accordance with CLIK's instructions. CLIK will re-imburse the reasonable costs of carriage to the Customer.
- 11.5. CLIK will not be in breach of the warranty in clause 11.1(a) if:
- (a) the failure to comply with that warranty results from damage in transit or after delivery; or
- (b) the Customer sells or uses the Deliverable after giving notice under Condition 11.2; or
- (c) the problem arises because the Customer has failed to follow CLIK's instructions or recommendations in relation to the storage, installation, commissioning, use or maintenance of that Deliverable or (if there are no such instructions or recommendations) good trade practice; or

(d) the Customer or any third party has altered, repaired or damaged that Deliverable.

11.6. The warranties and undertakings given by CLIK in the Contract are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms on the part of CLIK or any CLIK Member (except those expressly set out in the Contract), including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result, are excluded from the Contract.

11.7. The Customer warrants that it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing) except those specifically set out in the Contract. The Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by CLIK fraudulently) which is not specifically set out in the Contract.

## 12. LIABILITY

12.1. Nothing in the Contract excludes or limits the liability of any CLIK Member for: (i) fraud or other criminal act; (ii) personal injury or death caused by negligence; or (iii) any other liability that cannot be excluded by law.

12.2. The aggregate liability of the CLIK Group for damage to tangible property arising in connection with the Contract or in connection with any and all of the

Services and the Deliverables is limited to £250,000 (two hundred and fifty thousand pounds).

12.3. Subject to Condition 12.1, in no event will any CLIK Member be liable for any loss or damage resulting from: loss of or damage or corruption of data; loss of use of software, data or systems; loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation, whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover no CLIK Member will be liable for any indirect loss or damage.

12.4. Except as provided for in Condition 12.1 and Condition 12.2, the maximum aggregate liability of the CLIK Group to the Customer in connection with the Contract and the provision or failure to provide any or all of the Services and the Deliverables will be limited to a sum equivalent to the Price.

12.5. The above limitations and exclusions of liability apply regardless of the cause of action, whether arising under statute, in contract, in tort (including but not limited to negligence), or in any other way.

12.6. Despite anything else contained in the Contract, neither party will be liable for any delay in performing or failure to perform its obligations (except an obligation to pay) caused by circumstances beyond its control including, without limitation, any act or omission of the other party

or of any third party (except a party's employees, contractors or suppliers who will be deemed to be under its control for the purposes of this Condition). In those circumstances the Customer or CLIK (as the case may be) will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the Contract but also in the context of CLIK's (or any sub-contractor's) other commitments.

12.7. The Customer will indemnify each CLIK Member and keep them fully and effectively indemnified against:

(a) all loss of or damage to the property, equipment and premises of each CLIK Member; and

(b) each and every claim made against any CLIK Member by any third party for (i) personal injury; (ii) damage to or loss of property; or (iii) infringement of third party Intellectual Property Rights;

arising as a result of the actions of the Customer or its employees or representatives in conducting the Experiments or otherwise in connection with their presence on CLIK Premises, or from the use of any Results by the Customer or any third party using them with the consent of the Customer, except to the extent due to any negligence on the part of any CLIK Member.

## 13. DURATION AND TERMINATION

13.1. The Services will begin on the Start Date and, subject to earlier termination of the Contract under Condition 13.2 or any Special Condition, will continue until the End Date.

13.2. CLIK or the Customer may terminate the Contract by giving notice to the other if:

(a) the other commits any material breach of the Contract and (in the case of a breach that is capable of being remedied) has failed to remedy that breach within 30 days after receiving notice requiring it to remedy that breach; or

(b) the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or the other passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other becomes subject to an administration order, or if the other enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

13.3. The expiry or termination of the Contract will not affect any accrued rights or liabilities of CLIK or the Customer, nor will it affect the coming into force or the continuance in force of any provision of the Contract that is

- expressly, or by implication, intended to come into or to continue in force on or after termination.
- 13.4. Conditions 1, 2, 3.3, 3.5, 3.6, 6.8, 6.9, 6.10, 8.2, 8.3, 8.5, 8.6, 8.7, 8.8, 9, 10, 11, 12, 13.3, 13.4 and 14 will survive the termination or expiry of the Contract and will continue indefinitely.
- 14. GENERAL**
- 14.1. No forbearance or delay by CLIK or the Customer in enforcing its rights will prejudice or restrict those rights. No waiver of any right or breach will operate as a waiver of any other right or breach. No right, power or remedy conferred on, or reserved to, CLIK or the Customer is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.
- 14.2. If any part of the Contract is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Contract will not be affected.
- 14.3. All notices to be given under the Contract must be in writing and be sent to the address or fax number of the intended recipient set out in the Sales Order Form, or any other address or fax number which the intended recipient may designate by notice given in accordance with the provisions of this Condition 14.3. Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by fax and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by fax, when despatched, provided the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the intended recipient's fax number.
- 14.4. CLIK may, provided it gives written notice to the Customer, assign the Contract or its rights and obligations under the Contract to any member of the CLIK Group. Otherwise, neither CLIK nor the Customer may assign the Contract or any of its rights or obligations under it, whether in whole or in part, without first obtaining the other's written consent (such consent not be unreasonably withheld or delayed).
- 14.5. CLIK may sub-contract any or all of its obligations under the Contract to any third party. Any notice, instruction or other communication to be given by CLIK under the Contract may be given by any party designated by CLIK.
- 14.6. The Contract and its validity are governed by, and the Contract is to be construed in accordance with, the laws of England. Both parties agree to submit to the non-exclusive jurisdiction of the English Courts.
- 14.7. Nothing in the Contract creates any partnership or joint venture between CLIK and the Customer, or the relationship between them of principal and agent.
- 14.8. No third party is entitled to the benefit of the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any CLIK Member may directly enforce or rely on any Condition expressed to be for the benefit of the CLIK Group or any CLIK Member.