



TM2/TM3 Reception Service Terms and Conditions

All Users of services provided by BLUE ZINC IT LTD, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between Blue Zinc IT Ltd. Registered office: Dill House, Unit 4C, Castlereagh Business Park, 478 Castlereagh Rd, Belfast, County Antrim, BT5 6BQ ("we" and also "BLUE ZINC IT LTD") and the user ("you").

The following constitute the terms and conditions under which BLUE ZINC IT LTD trades and supplies its TM2/TM3 Reception services and related products. These conditions, in conjunction with the details as shown on the BLUE ZINC IT LTD Order Form (where completed) represent the totality of the agreement and form the Contract between BLUE ZINC IT LTD and the User for TM2/TM3 Reception, but are in addition to the TM2/TM3 Licensing and Technical Support Agreement for the use of TM2/TM3 Practice Management Software and any additional Agreements for related software or services, such as the TM2/TM3 Data Hosting Terms.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. BLUE ZINC IT LTD is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

Background:

Blue Zinc IT offer the TM2 / TM3 Reception Service to users of the TM2 practice management system. The TM2 Reception Service is delivered by a 3rd party specialist in call handling and outsourced reception services, MPL Contact. The client in this case is defined as the user of the TM2 or TM3 Practice Management system who contracts with Blue Zinc IT Ltd to use TM2 / TM3 Reception Service. By using the TM2/TM3 Reception Service, the client agrees to the following terms and conditions of business from MPL Contact. Any reference to charges and payment are superseded by the Agreement made between the client and Blue Zinc IT Ltd. Any exclusions or limitations of liability or indemnity referenced below also apply to Blue Zinc IT Ltd.

For the purposes of the Data Protection Act 1998 or any subsequent superseding legislation such as GDPR legislation 2018, the use of the TM2 / TM3 Reception Service does not constitute Blue Zinc IT Ltd, nor MPL Contact being a Data Processor.

mpl contact Limited company number 08503155, whose registered office is Cumberland

House, Park Row, Nottingham NG1 6EE ("mplcontact") 1 . Definitions and Interpretation M PL CONTACT LIM ITED – BUREAU TERM S AND CONDITIONS mpl contact Ltd company number 08503155, whose registered office is Cumberland House, 35 Park Row, Nottingham NG1 6EE ("mplcontact")

1. Definitions and Interpretations:

"Agreement" means this agreement as comprised in this document entitled 'mplcontact Limited – Bureau Terms and Conditions', the Cover Page and any document annexed by both parties to this Agreement or such further terms and conditions as may be included in or annexed to the Cover Page;

"Associated Company" means a company which is a holding company of a party to this Agreement, or a subsidiary of the holding company or a company which is a franchisee of mplcontact;

"Bureau Terms and Conditions" means these terms and conditions as set out in clauses 1 to 13;

"Callers" mean those persons seeking to communicate with the Client through use of the Services provided by mplcontact;

"Call Handler" means those mplcontact employees or agents engaged in the provision of Services;

"Charges" means the consideration payable for the provision of Services under this Agreement;

"Client" means the company or sole trader or partnership named as the Client in this Agreement;

"Confidential Information" means all Data and other information (in any form and whether reduced into writing, given orally or stored in any media or recoverable from any media) relating to either party to this Agreement, any subsidiaries, subcontractors and agents and any Associated Company, its subsidiaries, subcontractors and agents, that is received in the course of any negotiations prior to the making of this Agreement or gained in the entering into or performance of this Agreement, and which is either expressly designated as being confidential or should reasonably be considered confidential by the party to whom the information belongs, including the terms of this Agreement;

"Cover Page" means the mplcontact pro forma document (of one or more pages) headed "Client Order";

"Data" means that Intellectual Property including Personal Data howsoever recorded or stored that is created by MPL in the discharge of its obligations under this Agreement;

"Dedicated Terms and Conditions" means the further terms and conditions which shall be applicable as well as these Bureau Terms and Conditions when this Agreement is or becomes and agreement for the provision of Dedicated Services;

"Employee Claim" means a claim by an employee for wrongful dismissal, unfair dismissal, breach of contract, unlawful discrimination, redundancy, protective awards, unlawful deductions from wages and/or any claim capable of being brought in an Employment Tribunal or Court of England & Wales;

"Facilities" means all the personnel, equipment, software, premises and infrastructure

necessary to provide the Services;

“Force Majeure” means circumstances beyond the reasonable control of a party including, without limitation, loss of or interruption to the national communications infrastructure or significant part thereof (such as for example the telephone network), loss of use of any premises from which the Services are provided because of evacuation on the advice of the emergency services, acts of God, acts of any governmental or supranational authority, war or national emergency, riots, civil commotion, fire, explosion, flood, (other than fire, explosion or flood arising as a result of a breach of this agreement by the Provider) epidemic and loss of electricity supply;

“Intellectual Property” means property in which intellectual property rights of whatever nature (including but not limited to rights in computer software, patents, trade marks, service marks, design rights, database rights, know-how rights, goodwill, reputation, get-up, logos, devices, plans, models, data, diagrams, specifications, source and object code materials, processes, design rights, trade or business name rights, rights in confidential information, present contingent and future copyright, rights to sue for passing-off, plus applications or rights to apply for any of the foregoing) subsist;

“mplcontact Replacement” means an undertaking (not being the Client) which is to provide or perform (or continue to provide or perform) services which are the same as or similar to or are in substitution of or replacement for the Services (or any part thereof) at any time after the Termination Date;

“Personal Data” has the meaning given to it in the Data Protection Act 1998;

“Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 1981 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 as they may be amended from time to time;

“Services” mean the Services to be provided by mplcontact under this Agreement including Set Up Services;

“Services Schedule” means a Schedule to this Agreement particularising details of the Services to be provided;

“Set Up Services” means those Services which consist of the process of analysing the Client’s stated requirements, identifying the nature of Services that mplcontact can provide in order to fulfil (as best as possible) those requirements, and the process of preparing the Facilities in order to be able to provide those Services;

“Start Date” means the date from which the Services are to be provided or the date upon which the Set Up process finishes, whichever is the later;

“Term” means the period over which this Agreement continues;

“Termination Date” means the date upon which this Agreement ends.

1.2 In this Agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses, schedules and annexes are references to the relevant clause in or schedule or annex to this Agreement.

2. Provision of Bureau Services

2.1 On the date of this Agreement the Client appoints mplcontact to provide the Set Up Services and, on completion of the Set Up, to provide Services for the Term in accordance with these Bureau Terms and Conditions of this Agreement. mplcontact may provide the Services or some of them by an Associated Company.

2.2 The Agreement shall be deemed an offer by the Client to contract with mplcontact subject to the Bureau Terms and Conditions. mplcontact may accept that offer and any such acceptance shall be effective only if subject to these Bureau Terms and Conditions.

2.3 Irrespective of the date of this Agreement, it shall continue for a minimum period of twelve months from the Start Date and shall automatically continue for recurring periods of 1 year unless terminated in accordance with the provisions of clause 8.

2.4 mplcontact shall provide the Services with reasonable skill and care and shall use personnel who possess a degree of skill and experience which is appropriate to the tasks to which they are allotted and who shall perform those tasks in a workmanlike and professional manner.

2.5 A Services Schedule may be agreed or have been agreed between the parties. If one is required and not agreed before the making of this Agreement, the parties shall endeavour to finalise and agree such a Schedule as soon as is reasonable in the circumstances. Should there be no Services Schedule or until one is agreed, mplcontact shall provide those Services as it may deem to be required by the Client having regard to the knowledge it has at the time of making this Agreement.

2.6 mplcontact hereby warrants and represents to the Client that: (a) it has and will during the continuance of this Agreement continue to have the full capacity and authority and all necessary licences, permits and consents (other than in respect of any Client software and Intellectual Property provided by the Client) to enter into and to provide the Services under this Agreement; (b) this Agreement is executed by a duly authorised representative of mplcontact; (c) the provision of the Services by mplcontact shall not infringe any Intellectual Property rights of any third party provided that this sub-clause shall not apply where the infringement claim arises from the proper use by mplcontact of the Client Software and / or the Intellectual Property provided by the Client.

2.7 mplcontact shall have the right at any time without notifying the Client to make changes to the Services which are necessary to comply with any applicable safety or other statutory requirement provided that such variation does not materially affect the quality or performance of the Services which may be reasonably anticipated by the Client.

3 . mplcontact as an agent of the Client

3.1 Where in the course of providing the Services under this Agreement mplcontact is required to act for or on behalf of the Client in any dealings with a Caller, both parties recognise that in such a case mplcontact is acting as an agent for the Client.

3.2 The Client hereby authorises mplcontact to act as its agent, and indemnifies mplcontact against any loss or damage incurred by mplcontact by reason of it being an undisclosed agent

of the Client when properly carrying out the provision of the Services in accordance with the Client's instructions. The authority given to mplcontact by the Client shall be limited to that authority necessary to carry out the Services.

3.3 The Client acknowledges and requests that, to the extent lawful, communications which relate to the provision of Services under this Agreement are to be recorded within the mplcontact facilities for the following purposes: (a) monitoring or keeping a record of communications in order to establish the existence of facts; or (b) ascertain or demonstrate the standards which are achieved or ought to be achieved by Call Handlers in the course of their duties; or (c) for the purpose of investigating or detecting the unauthorised use of the Facilities or any other telecommunication system.

3.4 To the extent that the consent of any party is required in the making of any record, or the obtaining of or processing of any Data for the Client by mplcontact under this Agreement, the Client shall have the obligation to obtain such consent.

4. Charges and Payment

4.1 The Charges as set out in the Cover Page shall become due and payable in accordance with the terms set out therein.

4.2 On the Cover Page, under the sub-heading 'Summary of Charges': (a) "By Invoice" means that payment shall be due for payment no later than 30 days from the date of the Invoice; (b) "Monthly in advance" means that payment shall be made no later than the last day of the calendar month immediately preceding the month in which Services are to be delivered; (c) "Monthly in arrears" means that any invoices rendered by mplcontact for Charges which are stated to be payable monthly in arrears shall be paid by the Client within 30 days of the date of such invoice.

4.3 In consideration of greater use its resources as may be required over the period up to and including Christmas and New Year, mplcontact may increase the Monthly Management Charge by up to 50% for that period covering the month of December.

4.4 Where there is any change or addition to the nature or volume of the Services at any time during the Term ("Additional Services"), Charges for the Set Up of such Additional Services will be payable by the date of the next following monthly payment. Charges for continuing Additional Services will be payable on the same terms as for the Services. mplcontact reserves the right to increase that element of the Charges if the Client, being aware of the possible increase, makes a request for a variation in the manner in which mplcontact administers the Client's Services where such request would require the provision by mplcontact of resources additional to those already in use to supply the Services to the Client.

4.5 If the Client fails to make any payment due to mplcontact in full within 7 days of the due date then, without prejudice to any other right or remedy that may be available to mplcontact, mplcontact shall be entitled: (a) following the giving of notice by email, fax or post of the intention to do so, to suspend performance of some or all of the Services until all sums due to

mplcontact have been paid in full; (b) to charge the Client interest (both before and after any judgment) on any unpaid amount at the rate of 2% above the base rate per month accruing on a daily basis of Barclays bank Plc from time to time from the due date until the actual date of receipt of such amount by mplcontact; and / or (c) charge the Client for any costs incurred in obtaining (or attempting to obtain) payment of any unpaid amounts including, without limitation, reasonable legal fees and back Charges.

4.6 mplcontact shall be entitled to charge the Client interest to accrue daily at the rate of 2% per annum above Lloyds TSB Bank plc base rate from time to time on any amount that remains unpaid for more than 30 days.

4.7 All Charges to be paid by the Client under this Agreement are stated exclusive of VAT which shall additionally be paid by the Client where relevant at the rate applicable from time to time in the manner prescribed by law.

4.8 The Client shall pay all Charges when due without any deduction or set-off.

4.9 All Charges are exclusive of mplcontact's reasonable expenses incurred in connection with the provision of the Services which shall be payable by the Client at cost in addition to the Charges.

4.10 mplcontact reserves the right, by giving notice to the Client at any time, to levy additional Charges for one or more of the Services commensurate with any increase in the cost to mplcontact of supplying Services to the Client which is due to an act or omission of the Client including but not limited to any delay caused by any instructions of the Client or failure by the Client to give mplcontact adequate information or instructions or if the costs to mplcontact of providing the Services increase by more than 5% within the preceding 12 month period.

4.10 Save as permitted in this clause 4, mplcontact will not increase the rate of Charges for 12 months from the Start Date after which those Charges may be reviewed.

5. Client's obligations

5.1 The Client shall provide mplcontact with all assistance, materials and full and accurate information for the purposes of enabling mplcontact to provide the Services.

5.2 The Client undertakes and agrees that in order for mplcontact to carry out the Set Up or to provide the Services it will make such resources and information available in a timely manner to mplcontact as mplcontact shall reasonably request.

5.3 The Client hereby warrants and represents to mplcontact that: (a) it has and will during the Term continue to have the full capacity and authority and all necessary licences, permits and consents to enter into and perform its obligations pursuant to this Agreement; (b) the

processing of any Data by mplcontact shall not infringe any rights of any third party; (c) it is the owner or properly authorised or licensed party of all Intellectual Property which it makes available to mplcontact under this Agreement and has all necessary permissions for the creation of Personal Data by mplcontact in the discharge of its obligations; (d) this Agreement is executed by a duly authorised representative of the Client; (e) all Intellectual Property provided by it prior to and for the Term of this Agreement shall not be obscene, defamatory or likely to result in any claim being made against mplcontact by any third party; (f) it will not act in any way which is prejudicial to mplcontact or its business or which may reflect adversely on the integrity, goodwill or reputation of mplcontact or any Associated Company.

5.4 The Client warrants that by the process of negotiating the making of this Agreement or the execution of it, no employee of the Client or no employee of any sub-contractor to the Client has acquired any right to make an Employee Claim by virtue of the operation of the Regulations.

5.5 The Client agrees not to use the Services for any unlawful immoral or improper purpose and acknowledges that such use constitutes grounds for immediate termination of the Services by MPL under clause 8.1.

6. Intellectual Property rights

6.1 All Data shall vest in the Client. The Client authorises mplcontact for the continuance of the Term to create Data in the course of carrying out its obligations and to process it under the terms of this Agreement. The Client further authorises mplcontact that following the Termination Date mplcontact may retain and process all such Data, subject to the obligations arising under clause 7 and any requirements of the Data Protection Act 1998.

6.2 Where, in connection with the provision of the Services, the Client uses any Intellectual Property which is owned by mplcontact, mplcontact shall grant to the Client, or shall procure that the Client is granted (without charge to the Client and for the benefit of the Client) an non-exclusive, royalty-free licence to use such Intellectual Property for the Term.

6.3 Where, in connection with the provision of the Services, mplcontact uses any Intellectual Property which is owned by the Client, the Client shall grant to mplcontact an indefinite non-exclusive, royalty-free licence to use such Intellectual Property in the proper discharge of its obligations under this Agreement.

6.4 Unless stated expressly in writing in this Agreement, neither party will acquire any ownership of or rights in the other's Intellectual Property by the operation of Agreement.

6.5 The Client shall indemnify mplcontact against any claim or action brought against MPL alleging that the use of Client's Intellectual Property infringes the Intellectual Property rights of a third party.

7. Duty of Confidentiality

7.1 The parties to this Agreement undertake, except as provided below, to treat as confidential and keep secret all Confidential Information of the other with the same degree of care as each employs with regard to its own Confidential Information and in any event in accordance with best current commercial security practices provided that this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

7.2 Neither party shall without the prior written consent of the other party divulge any part of the other party's Confidential Information to any person except: (a) to their own employees, consultants or sub-contractors and then only to those employees, consultants or sub-contractors who need to know the Confidential Information for the purposes of this Agreement; and (b) to either party's auditors, HM Revenue & Customs, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation.

7.3 Both parties undertake to ensure that persons and bodies referred to in clause 7.2 are made aware prior to the disclosure of any Confidential Information that the same is imparted under a duty of confidentiality.

7.4 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of the duty of confidentiality and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for such a breach of the duty.

7.5 The duty of confidentiality shall remain in full force and effect following the Termination Date.

8. Termination

8.1 This Agreement may be terminated for breach: (a) immediately on service of a notice by either party if the other party is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, that party has failed to remedy such breach within 30 days of receipt of notice so to do (or within 7 days of receipt of such notice in respect of breach of any payment obligations by the Client); (b) immediately on service of a notice by either party on the other if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property; (c) immediately on service of a notice by either party if the other party ceases or threatens to

cease to carry on business in the United Kingdom; (d) immediately on service of a notice by mplcontact if the Client uses or seeks to use or seeks to facilitate the use by any other party of the Services for any purpose which is unlawful, or which is or may be considered to be indecent, lewd or offensive.

8.2 The Client may terminate this Agreement at any time on 60 days prior written notice expiring at any time after the first anniversary of the Start Date.

8.3 Any waiver by mplcontact of a breach of any provisions of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision. The right to terminate this Agreement shall not prejudice any other right or remedy of mplcontact in respect of any other breach of this Agreement.

9. Consequences of termination

9.1 If this Agreement is terminated in accordance with the terms of clause 8, or should the parties agree during the Term to reduce the level of Services being provided, mplcontact shall, subject to payment of its reasonable fees, co-operate fully with the Client to manage any necessary migration of Data or other information to the Client or, at the Client's request, an mplcontact Replacement.

9.2 Within 30 days of the Termination Date mplcontact shall return to the Client all of the Client's Confidential Information and certify in writing if the Client so requires that the same has been restored to the Client. However, the parties acknowledge that mplcontact may retain recordings or electronic copies of Confidential Information in accordance with its retention of business records and Data policy.

9.3 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after termination.

10. Data Protection

10.1 mplcontact undertakes to the Client that it will comply with obligations equivalent to the obligations of a 'data controller' under the provisions of the seventh data protection principle as set out in Schedule 1 of the Data Protection Act 1998.

10.2 In addition, mplcontact: (a) warrants that it has appropriate technical and organisational measures in place against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connected with this Agreement; (b) undertakes that it will act only on the instructions of the Client in relation to the processing of

any Personal Data in connection with this Agreement.

10.3 mplcontact will comply with the Client's Data security policies as notified to it from time to time.

10.4 The obligations set out in this clause shall remain in force notwithstanding termination of this Agreement.

11. The Regulations

11.1 Subject to the provisions of clause 11.2, the Client shall indemnify mplcontact and keep mplcontact fully and effectively indemnified against all loss or damage resulting from any proceedings, awards, penalties, interest, damages, orders, costs (including legal costs) or any expenses arising or accruing to mplcontact as a result of any Employee Claim.

11.2 The indemnity at clause 11.1 shall only apply: (a) in respect of any person employed by the Client prior to the making of this Agreement; and (b) whose Employee Claim includes a claim that there has been a breach of the Regulations.

12. mplcontact's exclusion of liability , limitation of liability and indemnity

12.1 mplcontact shall not be liable to the Client or be deemed to be in breach of its warranties or obligations under any provision of this Agreement: (a) for any delay in performing or for any failure to perform its obligations to the extent that such delay or failure was due to any omission or failure of the Client to comply with reasonable requests by mplcontact for instructions information or action required by it to perform its obligations within a reasonable time limit; or (b) for the consequences of any acts or omissions of the Client, its employees or agents or any third party engaged by or on behalf of the Client (other than third party sub-contractors or suppliers selected by mplcontact); or (c) if the Client is in default of any of its payment obligations to mplcontact.

12.2 Subject to clause 12.3, mplcontact shall be liable for the personal injury of any person or the death of any person directly caused by the negligence of MPL's employees servants or agents in connection with the provision of the Services.

12.3 All liability that is not expressly assumed in this Agreement is hereby excluded. Particularly, mplcontact will not be liable: (a) for consequential or indirect losses resulting from the misinterpretation or misrecording of any information, delay in passing any information to any person or through any communications system or the failure to pass any information to any person or through any communications system; or (b) for loss or damages howsoever arising including consequential or indirect losses resulting from the loss of or corruption of Data or from use of Data by mplcontact when properly discharging its obligations under this Agreement; or (c) for any consequential loss including that resulting in lost profits, loss of opportunity or anticipated savings, or resulting from any breach of



contract or any duty at law as a consequence of any act or omission of mplcontact and whether such loss was reasonably foreseeable or actually foreseen. However nothing in this Agreement shall have effect to exclude or limit liability for fraudulent misrepresentation.

12.4 mplcontact's maximum liability to the Client (other than in cases of personal injury to or death of any person) where not excluded under this Agreement shall not exceed in any circumstances an amount equivalent to the total amount of Charges actually paid by the Client to mplcontact during the six complete calendar months immediately preceding the accrual of such liability (or the first of such liabilities).

12.5 The parties acknowledge and agree that the limitations contained in this clause 12 are reasonable in the light of all the circumstances and that nothing in this Agreement excludes or limits liability under or in connection with this Agreement for fraud, death of or personal injury to any person or any other liability to the extent such liability may not be excluded or limited as a matter of law. 12.6 The Client accepts and acknowledges that calls and information may be routed over national and international public telecommunication systems or other communications networks which are not under the control of mplcontact. M mplcontact shall have no liability to the Client where there is failure to provide the Services over any period or periods during the Term in a satisfactory manner or at all: (a) which arises because of any failure or breakdown of national and international public telecommunication systems or other communications networks used in delivering the Services which are not under the control of mplcontact; or (b) if the failure was due to any event of Force Majeure.

12.7 The Client shall be free to obtain substitute services from an alternative supplier during the continuance of the event of Force Majeure and shall be under no obligation to pay mplcontact for Services which have not been supplied by mplcontact because of the event of Force Majeure.

12.8 mplcontact will indemnify the Client for direct damage to tangible property (which for avoidance of doubt shall not include Data) caused by the negligence of its employees servants or agents in connection with the performance of their duties under this Agreement. mplcontact's total liability under this clause shall be limited to £2,000,000 for any one event or series of connected events.

13. General

13.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing sent by post or by facsimile addressed to that other party at its principal or usual place of business.

13.2 This Agreement shall be governed by the laws of England & Wales and the parties submit to the exclusive jurisdiction of the Courts of England.

13.3 This Agreement constitutes the entire agreement and understanding of the parties and



supersedes any previous agreement between the parties relating to the subject matter of this Agreement and no additions, amendment to or modifications of this Agreement shall be effective unless it is in writing and duly signed on behalf of the parties.

13.4 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

13.5 Any provision intended to or capable of surviving termination of this Agreement shall continue to have effect notwithstanding the expiry or other termination of this Agreement.

13.6 Either party may assign this Agreement to an acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

13.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

13.8 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

13.9 Save as expressly provided, this Agreement shall not constitute or imply any relationship of agency; neither shall it imply the existence of or create any relationship of partnership, joint venture, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

13.10 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement and no additions, amendment to or modifications of this Agreement shall be effective unless it is in writing and duly signed on behalf of the parties.