

NINE DOT DEVELOPMENT LIMITED TERMS AND CONDITIONS OF SALE

These terms and conditions govern the relationship between you, the Customer (as defined below), and Nine Dot Development Limited. Please read them carefully and make sure that they are understood before ordering any Services, as they affect your rights and liabilities. Please note that your order for Services is conditional upon your acceptance of these Terms. If you refuse to accept these terms, you will not be able to order any services.

A copy of these Terms should be printed or saved to a computer for future reference.

These terms and conditions apply to Services carried out by Nine Dot Development Limited on behalf of any Customer. Every time Services are ordered, please check these Terms to ensure they are understood as they are amended from time to time.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions.

Advance Deposit: A deposit that is paid in advance of any work or services that Nine Dot Development Limited starts that forms part of a Project Plan, Quote or accepted Purchase Order from a customer;

Base Build: the initial development of the software framework which may include a content management system (CMS);

Block Hours: Time that is booked, paid for and reserved in advance of any work or services starting for an existing customer;

Bug: an error, flaw, mistake, failure, or fault in a computer program or system forming part of the Project/Services that produces an incorrect or unexpected result that is directly under Nine Dot Development Limited's control that causes such program or system to behave in unintended ways. A bug must be accepted and agreed in writing by Nine Dot Development Limited (such acceptance not to be unreasonably withheld or delayed) before it can be repaired. Non bug problems are chargeable as a Variation;

Client Build: software or a front end designed and built for an end client of the Customer on top of the combined platform of the Base Build and CMS (if applicable);

Contract: the Customer's purchase order and/or Nine Dot Development Limited's acceptance of it under condition 3;

CMS: the Content Management System that allows for the Customer to administer the end clients software to a basic level;

Customer: the person, firm or company who purchases Services from Nine Dot Development Limited;

Customer's Project Manager: the Customer's manager for the Project appointed in accordance with condition 5.1(a);

Deliverables: all products, services and materials developed by Nine Dot Development Limited in relation to the Project Plan in any media, including, without limitation, computer programs, websites, data, diagrams, reports, codes and specifications (including drafts);

Delivery: the point at which the Deliverables are presented to the Customer in stages, project milestones or any other form as determined by Nine Dot Development Limited. The delivery of work in stages is subject to clause 7.10;

Fixed Pricing: For the avoidance of doubt; any fixed price quoted to any customer will apply to the original Project Plan or quotation costs agreed only. Once the Project Plan has started, the fixed price will only apply if there are no Variations to the initial Project Plan. Any delays or requested changes caused by the customer will be treated as a Variation if they incur additional time or cost to Nine Dot Development Limited;

Hosting Facilities: hosting, storing and maintaining electronic files relating to a website to enable it to be available via the World Wide Web;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and 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;

Instalment Payments: A staged or interim invoice requesting payment that is triggered by the completion of a milestone, work after a period of time or any other deadline detailed in a Project Plan or by Nine Dot Development Limited;

Minimum Charge: Four hour's work at Nine Dot Development Limited's hourly rate (as amended from time to time);

Nine Dot Development Limited: Nine Dot Development Limited, a company registered in England and Wales with company number 10833559 whose registered office is Unit 10 Westleigh Business Park, Winchester Avenue, Blaby, Leicester, Leicestershire, LE8 4EZ;

Nine Dot Development Limited's Project Manager: Nine Dot Development Limited's manager for the Project, appointed in accordance with condition 4.4;

Pre-existing Materials: materials which existed before the commencement of the Project;

Pre-existing Intellectual Property Rights: means any Intellectual Property Rights which existed prior to the Contract, whether in Pre-existing Materials or otherwise;

Project: the project as described in the Project Plan;

Project Milestone: a date or work stream by which is a part of the Project Plan is a completed task or deadline, as set out in the Project Plan and can be used as a trigger to invoice for an Instalment Payment;

Project Plan: the Quote and Order Form that describes the Project objectives and sets out the estimated timetable (including Project Milestones), costs, deadlines and responsibilities for the provision of the Services by Nine Dot Development Limited in accordance with the Contract;

Services: the services to be provided by Nine Dot Development Limited under the Contract;

Variations: A Variation can apply to a Project Plan or any other work stream before or after the work has commenced. A Variation is an alteration or change to the time required, design or working specification or services that were in the original Project Plan and is authorised by Nine Dot Development Limited. A Variation will be at an additional cost to the Project Plan, even if the original cost was a Fixed Price. Separate invoices can be raised for all Variations and are subject to the conditions shown in 7.5 and 7.6;

VAT: value added tax chargeable under English law for the time being and any similar additional tax. 1.2 Headings do not affect the interpretation of these conditions.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in: (a) the Customer's purchase order; and/or (b) confirmation of order; and/or (c) specification; and/or (d) as may be implied by law, trade custom, practice or course of dealing.

2.2 Any Variation of the Contract shall be in writing and signed by or on behalf of both parties. Variations will incur additional costs.

3. EFFECT OF PURCHASE ORDER

The Customer's purchase order constitutes an offer by the Customer to purchase the Services specified in it on these conditions; accordingly, the execution and return of the acknowledgement copy of the Project Plan purchase order form by Nine Dot Development Limited, the execution and return of the Order Specification or Nine Dot Development Limited's commencement or execution of work pursuant to the purchase order, shall establish a contract for the supply and purchase of those Services on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in the purchase order shall not govern the Contract.

4. NINE DOT DEVELOPMENT LIMITED'S OBLIGATIONS

4.1 Nine Dot Development Limited shall use best endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Project Plan, such Deliverables to be of good quality, to meet their description, and be fit

for the purpose expressed to Nine Dot Development Limited by the Customer, such details being those precisely outlined in the Project Plan.

4.2 Nine Dot Development Limited shall provide all Deliverables and Services and any other services provided pursuant to the Contract using a reasonable level of care and skill.

4.3 Nine Dot Development Limited shall use best endeavours to meet the performance dates specified in the Project Plan. For the avoidance of doubt, such performance dates are intrinsically linked to the length of time it takes for the Customer to respond to requests for information/action from Nine Dot Development Limited and if such responses are not made within a time period acceptable to Nine Dot Development Limited (acting reasonably), Nine Dot Development Limited shall not be responsible for performance dates not being met or any direct or indirect consequences relating to such performance dates not being met.

4.4 Nine Dot Development Limited shall use reasonable endeavours to respond to Customer correspondence within 24 hours of receipt of the same.

4.5 Nine Dot Development Limited may appoint a Project Manager and shall use reasonable endeavours to ensure that the same person acts as Nine Dot Development Limited's Project Manager throughout the Project, but may replace them from time to time where reasonably necessary in the interests of Nine Dot Development Limited's business.

4.6 Nine Dot Development Limited should carry out all reasonable necessary remedial actions relating to Bugs notified by the Customer to Nine Dot Development Limited within one month of the Delivery of the Deliverables with no charge. Should Nine Dot Development Limited consider in their reasonable opinion that the issue raised by the Customer is not a Bug, or due to any defect in the designs or Services provided pursuant to the Contract, Nine Dot Development Limited will charge the Customer for the time spent investigating and/or remedying the issue as a Variation, such charge to be reasonably and properly assessed.

4.7 If there is a maintenance schedule, all Bugs found will be fixed and deemed as maintenance. If there is not a maintenance schedule, any bug fixes will be charged for. Maintenance and remedy of bugs will only be fixed if the account is not in arrears of payments.

4.8 Should Nine Dot Development Limited receive enquires from the Customer relating to Hosting Facilities where the host is not Nine Dot Development Limited, Nine Dot Development Limited will charge the Customer for the time spent investigating and/or remedying the issue as a Variation.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) co-operate with Nine Dot Development Limited in all matters relating to the Project;
- (b) provide, in a timely manner, such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by Nine Dot Development Limited;
- (c) provide, in a timely manner (considered where reasonably practicable, to be within three working days, such information as Nine Dot Development Limited may reasonably request, and ensure that such information is accurate in all material respects;

- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services (if applicable);
- (e) provide Nine Dot Development Limited with remote access to the Customer's information technology facilities free of charge at any time for the purposes of carrying out the Services; and
- (f) comply with such other reasonable requests and/or instructions made or given by Nine Dot Development Limited to enable the Services to be carried out.

5.2 If Nine Dot Development Limited's performance of its obligations under the Contract are prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall be liable to pay to Nine Dot Development Limited, on demand, all reasonable, and reasonably and properly incurred direct costs or losses sustained by it, subject to Nine Dot Development Limited confirming such costs and / or losses to the Customer in writing (along with reasonable evidence to support the claim) and the Customer agreeing the same, subject to Nine Dot Development Limited being under an absolute duty to mitigate its loss, and any such loss being subject to the exclusions of liability and financial cap pursuant to clause 10 of these terms.

5.3 In the event of Nine Dot Development Limited submitting a claim for costs / losses pursuant to clause 5.2 above and the Customer not agreeing to the same, the parties agree that the dispute shall be referred to an independent arbitrator (such arbitrator being appointed either by agreement of the parties, failing which by the President of the Chartered Institute of Arbitrators) ("the Arbitrator"), who shall be jointly instructed with separate submission and evidence from either party and that the Arbitrator's decision will be final.

5.4 In the event of an Arbitrator being appointed in accordance with clause 5.3 above and the Arbitrator's decision is to award damages to Nine Dot Development Limited for losses equal to or in excess of those initially requested by Nine Dot Development Limited, then the Customer shall pay the Arbitrator's fees in full as well as any damages for losses awarded to Nine Dot Development Limited. In the event that the Arbitrator awards lesser damages for losses to Nine Dot Development Limited than those initially requested, but such award is no more than 15% less than the sum initially claimed, then the Customer shall pay such losses to Nine Dot Development Limited and Nine Dot Development Limited and the Customer will each bear 50% of the Arbitrator's fees. In the event the Arbitrator makes either no award for damages or an award of more than 15% less than that initially claimed by Nine Dot Development Limited, then the Customer shall pay any award made to Nine Dot Development Limited, but Nine Dot Development Limited will bear all of the Arbitrator's fees

5.5 The Customer shall not, without the prior written consent of Nine Dot Development Limited, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from Nine Dot Development Limited or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Nine Dot Development Limited, who was working on the Contract.

6. CHANGE CONTROL

6.1 The Customer's Project Manager and Nine Dot Development Limited's Project Manager shall meet at least once every month to discuss matters relating to the Project, or at such other frequencies as stated in the Project Plan. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

6.2 If either party requests a change to the scope or execution of the Services, Nine Dot Development Limited shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to Nine Dot Development Limited's charges arising from the change;
- (c) the likely effect of the change on the Project Plan; and
- (d) any other impact of the change on the terms of the Contract.

6.3 If Nine Dot Development Limited request a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

6.4 If the Customer wishes Nine Dot Development Limited to proceed with the change, Nine Dot Development Limited have no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Project Plan and any other relevant terms of the Contract to take account of the change.

7. CHARGES AND PAYMENT

7.1 Condition 7.2 shall apply if the Services are to be provided on a time-and-materials basis. Condition 7.3 shall apply if the Services are to be provided for a fixed price. The remainder of this condition 7 shall apply in either case.

7.2 Where the Services are provided on a time-and-materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with Nine Dot Development Limited's standard hourly fee rates as amended from time to time, subject to the Minimum Charge; and
- (b) Nine Dot Development Limited shall invoice the Customer bi-monthly or monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 7, unless otherwise agreed between the parties.

7.3 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the Project Plan plus any additional costs added as a result of work carried out under a Variation. The total price shall be paid to Nine Dot Development Limited (without deduction or set-off) in payment instalments as set out in the Project Plan on its achieving the corresponding Project Milestone or other deadline. On achieving a Project Milestone or other deadline, Nine Dot Development Limited shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in condition 7.4.

7.4 Any fixed price contained in the Project Plan excludes Variations that occur after the start date and VAT, which Nine Dot Development Limited shall add to its invoices at the appropriate rate.

7.5 The Customer shall pay each invoice submitted to it by Nine Dot Development Limited in full, and in cleared funds, within 14 days of the date shown on each invoice. The money can be transferred electronically to the bank account details shown on each invoice. Invoices can be raised separately for: Advance Deposits, Block Hours, Hosting Services, Support Contracts, Variations, Instalment Payments, any other work or services carried out by Nine Dot Development Limited.

7.6 Nine Dot Developments use base camp to allow Customers to review and sign off project stages. Work in progress will be hosted in a staging environment and Customers will be sent a staging link to access work undertaken and review the same for functionality, to identify any bugs and revisions (which may or may not be subject to change control provisions). If, within 1 month of being sent a staging link, the Customer has not raised any points or approved the work as complete:

7.6.1 Require payment of the full balance of monies from the Customer;

7.6.2 Assume that there are no Bugs;

7.6.3 Assume that the Deliverables have been accepted;

7.6.4 At Nine Dot Development Limited's sole discretion (which shall be unfettered), if they so elect, extend the period for the Customer to identify Bugs and/or accept the Deliverables, conditional upon the immediate partial payment of the balance of monies due to Nine Dot Development Limited by the Customer.

7.7 Without prejudice to any other right or remedy that Nine Dot Development Limited may have, if the Customer fails to pay Nine Dot Development Limited on the due date Nine Dot Development Limited may:

(a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. Nine Dot Development Limited may claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998;

(b) suspend all Services until payment has been made in full;

(c) put any Project, the Services or any Deliverables beyond use until payment has been made in full.

7.8 Time for payment shall be of the essence of the Contract.

7.9 All payments payable to Nine Dot Development Limited under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.10 Nine Dot Development Limited may, without prejudice to any other rights it may have, set off any liability of the Customer to Nine Dot Development Limited against any liability of Nine Dot Development Limited to the Customer.

7.11 Divisibility: Nine Dot Development Limited may deliver work and services in stages that will require payments by instalments after Project Plans have started and milestones are reached. Each invoice raised for stages and Variations and each instalment payment shall constitute a separate contract and the conditions shown in clauses 7.5, 7.6 and 7.7 shall apply.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Nine Dot Development Limited acknowledge that the Customer may have Pre-existing Intellectual Property Rights, including in respect of Pre-existing Materials which are being worked on by Nine Dot Development Limited pursuant to the Project, including data bases, designs, documents, drawings, and records which are made available to Nine Dot Development Limited or any of Nine Dot Development Limited's personnel in the course of provision of the Services, and

any Pre-existing Intellectual Property Rights in respect of any of those items, shall belong exclusively to the Customer.

8.2 To the extent it is not reasonably practicable for Nine Dot Development Limited to provide the Services without the use of any of the Customers Pre-existing Intellectual Property Rights, the Customer hereby grants to Nine Dot Development Limited a non-exclusive, revocable, non-transferrable and royalty free licence during the Contract to use any such Pre-existing Intellectual Property Rights of the Customer as Nine Dot Development Limited may reasonably require for the purpose of performing the Services.

8.3 At the conclusion of the Project, following delivery to Customer by Nine Dot Development Limited of the Deliverables and conditional upon payment of all sums due to Nine Dot Development Limited by the Customer in respect of the Project, Nine Dot Development Limited will provide the Customer with the source code to any and all Deliverables produced on behalf of the Customer as part of the Project together with any written materials agreed to be supplied as part of the project specification.

9. CONFIDENTIALITY AND NINE DOT DEVELOPMENT LIMITED'S PROPERTY

9.1 Save in respect of the Customer's Intellectual Property Rights and as reserved pursuant to clause 8, and as required by law, the Customer shall keep in strict confidence all technical or commercial know-how specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Nine Dot Development Limited or its agents, and any other confidential information concerning Nine Dot Development Limited's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to Nine Dot Development Limited, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

9.2 All materials, equipment and tools, drawings, specifications and data supplied by Nine Dot Development Limited to the Customer (but, for the sake of clarity, not including any data originally supplied to Nine Dot Development Limited by the Customer which shall constitute a Pre-Existing Intellectual Property Right belonging to the Customer and remain so (in isolation) even after its incorporation into Deliverables, pursuant to the protection provided by clauses 8.1 and 8.2 above) shall remain the exclusive property of Nine Dot Development Limited.

9.3 Nine Dot Development Limited shall keep in strict confidence all technical or commercial know how specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Nine Dot Development Limited by the Customer or its agents, and any other confidential information concerning the Customer, its business or its products which Nine Dot Development Limited may obtain. Nine Dot Development Limited shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors to a need to know basis for the purpose of discharging Nine Dot Development Limited's obligations to the Customer, and shall ensure that such employees, agents, or sub-contractors are subject to the obligations of confidentiality corresponding to those which bind Nine Dot Development Limited.

9.4 All materials, equipment, tools, drawings, specifications and data supplied by the Customer to Nine Dot Development Limited will at all times be and remain the exclusive property of the Customer, but shall be held by Nine Dot Development Limited in safe custody at its own risk and maintained and kept in good condition by Nine Dot Development Limited until return to the

Customer, and shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.

9.5 This condition 9 shall survive termination of the Contract, however arising.

10. LIMITATION OF LIABILITY

10.1 Save in respect of clause 8 and clause 9, the following provisions set out the entire financial liability of Nine Dot Development Limited (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

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

But the following provisions shall not apply in respect of clause 8 and clause 9.

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

10.3 Nothing in these conditions excludes the liability of Nine Dot Development Limited:

- (a) for death or personal injury caused by Nine Dot Development Limited's negligence; or
- (b) for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

(a) Nine Dot Development Limited shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

- (i) loss or indirect loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) Nine Dot Development Limited will carry out any Project/Services using the latest versions of the relevant operating systems and commonly used browsers available as at the date the Deliverables are delivered to the Customer and shall have no responsibility or liability to the Customer for any issues encountered by the Customer relating to updates to such operating systems or browsers carried out after the Delivery of the Deliverables.

(c) Save in respect of a breach of clause 8 or 9 Nine Dot Development Limited's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid (or payable)

for the Project (including any additional charges as a result of change logs) and Services (including any maintenance fees paid).

11. TERMINATION

11.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) there is a change of control of the other party; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

11.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

12. FORCE MAJEURE

Nine Dot Development Limited shall have no liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, storm.

13. WAIVER

13.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. SEVERANCE

14.1 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

16. ASSIGNMENT

16.1 The Customer shall not, without the prior written consent of Nine Dot Development Limited, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 Nine Dot Development Limited may transfer all or any of its rights or obligations under the Contract as is necessary in the performance of the Contract.

17. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

19. NOTICES

Any notice under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in the Contract, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at

which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

20. GOVERNING LAW AND JURISDICTION

20.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

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

21. ENTIRE AGREEMENT

21.1 These Terms and Conditions and the associated project specification (attached hereto) represents and contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of Nine Dot Development Limited and the Customer.

21.2 Each party to this agreement acknowledges that, in entering into this agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.