

CALLS9 LIMITED - TERMS & CONDITIONS OF BUSINESS (v3)

1. Interpretation

1.1 The following terms have the following meanings:

"Acceptance Date" means the date on which a relevant Deliverable is accepted or deemed accepted by the Client in accordance with condition 7;

"calls9" means calls9 Limited (company number 7771594) whose registered office is at 1 Broad Gate, The Headrow, Leeds, LS1 8EQ, United Kingdom;

"Client" means the person, company or other legal entity placing an Order with calls9;

"Client Material" means any materials (including documents, information, images, content and other materials) supplied by the Client to calls9 or reasonably requested by calls9 in relation to the Services, including any content, data and information input into or uploaded to the Services or systems provided by calls9 by or on behalf of the Client;

"Conditions" means these terms and conditions;

"Deliverables" means all websites, software, reports and/or other deliverables to be delivered by calls9 to the Client in the course of the provision of the Services, as set out in the Proposal and/or the Work Specification, other than the Nucleus Solution;

"Engagement" means the contract for the supply of Services formed by calls9's acceptance of an Order in accordance with condition 2.1;

"Excused Downtime" means any periods during which the Nucleus Solution is not available for use which arise as a result of: (a) any Client environment issues affecting connectivity, including without limitation, Client's telecommunications connection or any other Client software or equipment, Client's firewall software, hardware or security settings, Client's configuration of anti-virus software or anti-spyware or malware software, or operator error of Client; (b) any third party software, hardware, or telecommunication failures, including internet slow-downs or failures; (c) any event described in condition 15.2; (d) issues related to third party domain name system (DNS) errors or failures; (e) general internet access or related problems beyond the demarcation point of calls9's (or its subcontractors') data centres; (f) unlawful third party interference, including without limitation attacks from hackers, crackers, DOS and DDOS attacks; (g) scheduled maintenance of the Nucleus Solution, conducted on a regular basis, of which calls9 will give the Client reasonable advanced notice by email or other pre-approved notification; and (h) emergency maintenance of the Nucleus Solution Services, for which the Client may not receive advanced notice;

"Fees" means the fees payable by the Client to calls9 for the Services, as detailed in the Proposal (or as otherwise agreed between calls9 and the Client);

"Intellectual Property" means all intellectual property rights including, without limitation, patents, designs, copyright, trade marks, database rights, rights in and to confidential information and know-how (whether such rights are registered or capable of registration and including all applications and rights to apply) and any rights analogous to the same subsisting anywhere in the world at any time;

"Nucleus Solution" means calls9's content management system, hosting software and infrastructure required to enable clients to edit content and for website / app visitors to view content;

"Order" means an order submitted by the Client to calls9 in respect of supply of the Services (and where applicable the Deliverables) which shall be deemed to occur when the Client confirms in writing its agreement to the Proposal;

"Permitted Purpose" means the purpose specified in the Order.

"Post Warranty Support" means an extension of the Warranty Period in return for such additional Fees as calls9 and the Client agree;

"Proposal" means the proposal provided by calls9 to the Client prior to the Order being submitted detailing the Services to be provided (and where applicable the Deliverables to be supplied) and setting out the Fees and an estimated timetable for delivery;

"Services" means the development, consultancy or other services to be provided by calls9 as detailed in the Proposal (including, where applicable, the supply of the Deliverables and / or the licensing of the Nucleus Solution);

"Service Failure" means a failure by calls9 to adhere to an SLA in relation to the performance of the Services;

"SLA" means any service level agreement relating to the performance of the Services by calls9 which is agreed between calls9 and the Client;

"Warranty" means the warranty set out in condition 9.2.2; and

"Warranty Period" means the period of 45 (forty five) days beginning on the Acceptance Date (as may be extended if the Client purchases Post Warranty Support from calls9).

"Work Specification" means any specification in relation to the Services (and where applicable Deliverables and / or the Nucleus Solution) detailed in the Proposal or agreed between calls9 and the Client from time to time including, without limitation, a design specification, functional specification, technical specification or hosting specification;

2. Commencement

2.1 The placing of an Order by the Client shall indicate unqualified acceptance of these Conditions. An Order shall be deemed to have been accepted by calls9, and the Engagement shall be deemed to have been entered into, when calls9 commences supply of the Services.

2.2 All Services supplied (including without limitation any Deliverables and the Nucleus Solution) are supplied subject to these Conditions to the exclusion of any terms and conditions presented, submitted or supplied by the Client, which shall not be binding on calls9.

2.3 No representative, agent or other person has calls9's authority to vary, amend or waive any of these Conditions on behalf of calls9 and no amendment or variation to any of these Conditions shall be deemed to have been accepted unless accepted in writing by a director of calls9.

3. calls9's obligations

3.1 calls9 agrees to supply the Services (including where applicable any Deliverables and the Nucleus Solution) to the Client in accordance in all material respects with the Proposal.

3.2 calls9 shall use reasonable endeavours to meet any dates for performance of the Services set out in the Proposal, but time shall not be of the essence of the Engagement.

3.3 The Client acknowledges and agrees that calls9's ability to provide the Services is dependant on the full and timely co-operation of the Client.

3.4 Other than set out in these Conditions, calls9 does not warrant or give any guarantees that the Deliverables will be fit for purpose and it shall be for the Client to determine that the Deliverables are fit for the Client's purpose prior to placing an Order.

4. The Client's obligations

4.1 The Client shall:

4.1.1 provide all reasonable co-operation with calls9 in all matters in respect of the Services;

4.1.2 provide any Client Material in a timely manner; and

4.1.3 unless otherwise agreed, be responsible for obtaining all necessary approvals and permissions relating to its acceptance, use and/or operation of any Deliverables.

4.2 The Client hereby grants to calls9 a worldwide, irrevocable, unconditional, non-exclusive, royalty free licence to use the Client Material for the purpose of providing the Services.

4.3 If calls9's performance of its obligations under the Engagement is prevented or delayed by any act or omission of the Client, its agents, subcontractors or employees, then notwithstanding anything to the contrary in the Proposal:

4.3.1 calls9 shall not be liable for any costs, charges or losses incurred by the Client in respect of any such failure or delay in performing such obligation; and

4.3.2 any time for performance of any such obligation shall be reasonably extended by the period of such prevention or delay.

5. Client Material

5.1 The Client shall ensure that:

5.1.1 all Client Material is, where it states facts, accurate;

5.1.2 any opinions contained within any Client Material are genuinely held; and

5.1.3 all Client Material complies with applicable law in the UK and in any country from where it is uploaded.

5.2 The Client shall ensure that all Client Material:

5.2.1 does not contain any material which is defamatory of any person;

5.2.2 does not contain any material which is obscene, offensive, hateful or inflammatory;

5.2.3 does not promote or contain sexually explicit material;

- 5.2.4 does not promote or contain violence;
- 5.2.5 does not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 5.2.6 does not infringe any copyright, database right, trade mark or other intellectual property right of any other person;
- 5.2.7 is not likely to deceive any person;
- 5.2.8 does not breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 5.2.9 does not promote any illegal activity;
- 5.2.10 is not threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 5.2.11 is not likely to harass, upset, embarrass alarm or annoy any other person;
- 5.2.12 does not give the impression that it emanates from calls9, if this is not the case; and
- 5.2.13 does not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 5.3 Failure to comply with this condition 5 constitutes a material breach of these Conditions, and shall entitle calls9 to take all or any of the following actions:
- 5.3.1 immediate, temporary or permanent withdrawal of the Client's right to use the Services;
- 5.3.2 immediate, temporary or permanent removal of any Client Material from the Services;
- 5.3.3 legal proceedings against the Client for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 5.3.4 further legal action against the Client; and/or
- 5.3.5 disclosure of such information to law enforcement authorities as calls9 reasonably considers necessary.

6. Change Control

- 6.1 In the event that the Client wishes to make any change to any aspect of Engagement, including but not limited to the Work Specification, it must notify calls9 of such requested change in writing ("**Change Request**").
- 6.2 On receipt of a Change Request calls9 will, subject to condition 6.4, within a reasonable time provide a written estimate to the Client of:
- 6.2.1 the likely time required to implement the change;
- 6.2.2 any necessary variations to the Fees arising from the change; and
- 6.2.3 any other impact of the change on the Engagement, (a "**Change Request Response**").
- 6.3 If following receipt of a Change Request Response the Client wishes calls9 to proceed with the change, calls9 has no obligation to do so unless and until the parties have agreed the necessary variations to the Fees and any other relevant terms of the Engagement to take account of the change.
- 6.4 calls9 shall be under no obligation to accept a Change Request and/or provide a Change Request Response where the effect of such change would be to reduce the level of the Fees.

7. Acceptance

- 7.1 calls9 shall notify the Client in writing when calls9 believes a Deliverable and / or the Nucleus Solution complies in all material respects with the Work Specification and, where relevant, shall make the Deliverable and / or the Nucleus Solution available to the Client for acceptance.
- 7.2 The Client shall only be entitled to reject a Deliverable where it does not comply in all material respects with the Work Specification. If the Deliverable and / or the Nucleus Solution complies in all material respects with the Work Specification the Client shall accept the Deliverable and / or the Nucleus Solution in writing promptly, and in any event within 5 (five) business days of such Deliverable and / or the Nucleus Solution being made available to the Client by calls9 (the "**Acceptance Period**").
- 7.3 The Deliverable and / or the Nucleus Solution will be deemed to be accepted:

- 7.3.1 if the Client does not accept or reject the Deliverable and / or the Nucleus Solution within the Acceptance Period; or

- 7.3.2 if the Client uses any Deliverable and / or the Nucleus Solution for any revenue-earning purposes or to provide any services to third parties other than for testing purposes.

- 7.4 Subject to condition 7.6, if the Client determines in its reasonable opinion that the Deliverable and / or the Nucleus Solution does not comply in all material respects with the Work Specification it shall notify calls9 in writing of such within the Acceptance Period. Following receipt of such notification from the Client calls9 shall:

- 7.4.1 make such modifications to the Deliverable and / or the Nucleus Solution as are reasonably necessary so that the Deliverable and / or the Nucleus Solution complies in all material respects with the Work Specification; and

- 7.4.2 inform the Client in writing when calls9 determines that the Deliverable and / or the Nucleus Solution (as modified) complies in all material respects with the Work Specification, following which conditions 7.1 to 7.4 shall apply to the Deliverable and / or the Nucleus Solution (as modified), subject to condition 7.5.

- 7.5 Subject to condition 7.6, if the Deliverable and / or the Nucleus Solution (as modified) fails to meet the Work Specification after the procedure set out in conditions 7.1 to 7.4 has been followed three times, then the Client shall accept the Deliverable and / or the Nucleus Solution at a reduced Fee to be agreed between the parties.

- 7.6 If the Deliverable and / or the Nucleus Solution does not comply in all material respects with the Work Specification as a result of any act or omission of the Client, or any of its employees, sub-contractors or agents (a "**Client Defect**"), the Deliverable and / or the Nucleus Solution shall be deemed to have been accepted by the Client notwithstanding such Client Defect. calls9 shall provide any assistance reasonably requested by the Client in remedying any Client Defect and the Client shall pay calls9 in full on a time and material basis for any such additional services.

8. Fees and payment

- 8.1 The Client shall pay the Fees in accordance with the terms set out in the Proposal. In the absence of any specific terms in the Proposal, calls9 shall be entitled to invoice the Client for 70 (seventy) per cent of the Fees on the date on which the Engagement is entered into, and for the balance of the Fees on the Acceptance Date.

- 8.2 Notwithstanding any terms set out in the Proposal, where the provision of the Services continues for more than 30 (thirty) days, calls9 shall be entitled to invoice the Client for the Fees on a monthly basis.

- 8.3 Where any Services are provided on a time and materials basis the Fees shall be calculated in accordance with calls9's standard daily and/or hourly fee rates (as applicable) as in force from time to time. Where applicable, calls9 shall detail its current fee rates in the Proposal.

- 8.4 calls9 shall deliver or otherwise make available

- 8.4.1 the Deliverable to the Client once the Client has paid all Fees payable in respect of the Engagement; and

- 8.4.2 the Nucleus Solution once the Client has paid the Fee set out in the Order, and shall continue to make the Nucleus Solution available, subject to payment of the Fee in accordance with the Order.

- 8.5 The Fees are exclusive of VAT (where applicable) and any third party expenses detailed in the Proposal or otherwise agreed between calls9 and the Client in writing.

- 8.6 The Client shall pay each invoice submitted to it by calls9, in pounds Sterling, in full and in cleared funds, within 10 (ten) business days of the date of invoice. No payment shall be deemed to have been received until calls9 has received cleared funds.

- 8.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay calls9 on the due date, calls9 may:

- 8.7.1 (without prejudice to any right to claim for interest under the law) charge interest on such sum from the due date for payment at a rate of 4% above base rate of HSBC Bank plc as applying from time to time accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and/or

- 8.7.2 suspend supply of all Services until payment has been made in full.

- 8.8 All sums payable to calls9 under the Engagement shall become due immediately on its termination, despite any other provision.

8.9 The Client shall make all payments due to calls9 under the Engagement in full without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

9. Warranty

9.1 Except as expressly permitted by these Conditions or to the extent permitted by section 296A of the Copyright Design & Patents Act 1988 (as may be amended or superseded from time to time) the Client warrants (where applicable):

9.1.1 not to copy the Deliverable or the Nucleus Solution;

9.1.2 not to translate, merge, adapt, vary or modify the Deliverable or the Nucleus Solution;

9.1.3 not to make alterations to, or modifications of, the whole or any part of any Deliverable or the Nucleus Solution nor permit the Deliverable or the Nucleus Solution or any part of it to be combined with, or become incorporated in, any other program, application, website or other works except as expressly agreed by calls9; and

9.1.4 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Deliverable or the Nucleus Solution.

9.2 calls9 warrants that:

9.2.1 it shall perform the Services with reasonable skill and care and in accordance with any applicable SLA; and

9.2.2 where applicable, the Deliverable and the Nucleus Solution shall comply in all material respects with the Work Specification throughout the Warranty Period.

9.3 If the Services do not comply with the warranty set out in condition 9.2.1 and the Client notifies calls9 within 10 (ten) business days of the date of the alleged non-compliance:

9.3.1 where an SLA applies to the Services, the relevant remedy set out in the SLA shall apply (to the exclusion of condition 9.3.2); and

9.3.2 where no SLA applies to the Services, calls9 shall, at its option, re-perform the Services or refund the Client the Fees paid in respect of the defective Services (or a proportionate part thereof),

and to the fullest extent permitted by law and subject to condition 13.2, this shall constitute calls9's entire liability in respect of a breach of condition 9.2.1.

9.4 If:

9.4.1 the Deliverable or the Nucleus Solution does not comply with the Warranty and:

9.4.2 the Deliverable or the Nucleus Solution has been installed, used and supported at all times properly and in accordance with calls9's instructions; and

9.4.3 no alteration, modification or addition has been made to the Deliverable or the Nucleus Solution without calls9's prior written consent; and

9.4.4 the Client notifies calls9 of such alleged non-compliance in writing within the Warranty Period,

then, save to the extent that such non-compliance is attributable to any act or omission of the Client or to any third party software, calls9 shall modify or replace the Deliverable or the Nucleus Solution at its own cost so that the Deliverable or the Nucleus Solution complies with the Warranty. To the fullest extent permitted by law and subject to condition 13.2, this shall constitute calls9's entire liability in respect of a breach of condition 9.2.2.

9.5 The Warranty Period may be extended if the Client purchases Post Warranty Support from calls9.

9.6 Save as expressly set out in these Conditions and subject to condition 13.2, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Engagement.

10. Intellectual Property

10.1 All Intellectual Property rights owned or controlled by a party prior to the Engagement and/or generated independently of the Engagement shall remain in that party's possession or control as applicable. Except as expressly set out in these Conditions, nothing said or done by either party shall constitute a transfer of such rights.

10.2 Any Intellectual Property in the processes or programming methods which calls9 develops during the course of providing the Services, including for the avoidance of doubt the Intellectual Property in any source code, is owned by calls9 or its licensors (as applicable). No rights or licences are granted to the Client in respect of such Intellectual Property.

10.3 Subject to condition 10.2 above, calls9 hereby grants the Client a royalty-free, non-exclusive licence to use any Intellectual

Property generated by calls9 directly in the course of providing the Services to the Client, solely for the purpose of and only to such extent as is necessary to enable the Client and its customers to make use of the Deliverables and the Services (save that no licence is or will be granted in respect of any source code).

10.4 The Intellectual Property in the Deliverables is, and shall remain, the property of calls9. calls9 grants the Client a non-exclusive, non-transferable right to use the Deliverables for the Permitted Purpose.

10.5 The Intellectual Property in the Nucleus Solution is, and shall remain, the property of calls9. calls9 grants the Client a non-exclusive, non-transferable right to use the Nucleus Solution for the Permitted Purpose.

10.6 Where calls9 uses any Intellectual Property owned by a third party in the provision of the Services, calls9 shall use reasonable endeavours to obtain such licences and consents from the relevant licensor or licensors on such terms as are necessary to entitle calls9 to licence such rights to the Client.

10.7 The Client grants, subject to these Conditions, calls9 the non-exclusive, non-transferable right to use the Client Material for the sole purpose of providing the Services.

10.8 Unless otherwise agreed in writing, the Client hereby grants calls9 a royalty-free, non-exclusive, perpetual licence to use the name and trade marks of the Client for the purpose of calls9 marketing itself and its services to third parties. The Client further acknowledges and understands that calls9 may use the Deliverables (including without limitation images of the Deliverables) on its website and in other marketing material for the purpose of calls9 marketing itself and its services.

11. Availability of Nucleus Solution

11.1 calls9 shall use commercially reasonable endeavours to make the Nucleus Solution available 24 hours a day, seven days a week, except for periods of Excused Downtime.

11.2 The undertaking at condition 11.1 shall not apply to the extent of any non-conformance which is caused by use of the Nucleus Solution contrary to calls9's instructions, or modification or alteration of the Nucleus Solution by any party other than calls9 or calls9's duly authorised contractors or agents. calls9: (a) does not warrant that the Client's use of the Nucleus Solution will be uninterrupted or error-free; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Nucleus Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12. Confidentiality

The Client shall at all times keep secret and confidential all technical or commercial know-how, specifications, inventions, processes, initiatives, business and trade secrets, methods of doing business, customer list and all other information of a confidential nature which have been disclosed to the Client or the Client's agent by calls9, its employees, agents or sub-contractors and any other confidential information concerning calls9's business or its products which the Client may obtain. The Client shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Client's obligations to calls9, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Client. The obligations in this condition shall not apply where such Confidential Information is already in the public domain or lawfully known to the Client at the time of disclosure; subsequently comes lawfully into the possession of the Client from a third party; or where it is required to be disclosed by law. This condition 12 shall survive termination of the Engagement however arising.

13. Limitation of liability

13.1 This condition 13 sets out calls9's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of any breach of the Engagement; any use made by the Client of the Deliverables, the Nucleus Solution or any part of them; or any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Engagement.

13.2 Nothing in the Engagement limits or excludes either party's liability for:

13.2.1 death or personal injury resulting from that party's negligence;

13.2.2 any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party;

13.2.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

13.2.4 any matter in respect of which it would be unlawful for a party to exclude or limit its liability for.

13.3 Subject to condition 13.2, calls9 shall not be liable under the Engagement for any:

13.3.1 loss of profits; or

13.3.2 loss of business; or

13.3.3 depletion of goodwill and/or similar losses; or

13.3.4 loss of anticipated savings; or

13.3.5 loss or corruption of data or information; or

13.3.6 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

13.4 Subject to condition 13.2, calls9's total liability in respect of all claims for breach of contract, breach of statutory duty, negligence or other tort, misrepresentation or otherwise arising out of or in connection with the Engagement or its subject matter shall be limited to the amount paid to calls9 by the Client from the commencement date of the Engagement up to the date of the breach or, where the provision of the Services continues for longer than 9 months, to the amount paid by the Client to calls9 under the Engagement in the 9 months preceding the breach.

14. Termination

14.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Engagement without liability to the other with immediate effect upon written notice to the other if:

14.1.1 the other party commits a material breach of the Engagement which is not capable of being remedied or, if capable of remedy, fails to remedy that breach within 10 (ten) business days of that party being notified in writing of the breach; or

14.1.2 the other party repeatedly breaches any of the terms of the Engagement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Engagement; or

14.1.3 the other party is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or, in the case of a natural person, section 268 of the Insolvency Act 1986); an order is made or a resolution is passed for the winding up of the other party; a notice of intention to appoint an administrator over the other party is given; or an administrator is appointed to manage the affairs, business and property of the other party; or a receiver is appointed of any of the other party's assets or undertakings; or the other party makes any arrangement or composition with its creditors; or the other party ceases, or threatens to cease, to trade; or the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.2 calls9 may terminate the Engagement without liability to the Client on one month's notice at any time. If calls9 so terminates, calls9 shall refund to the Client any prepaid amounts which relate to any unutilised period of time.

14.3 The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected by termination.

15. General

15.1 No failure or delay by a party to exercise any right or remedy provided under the Engagement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.2 calls9 shall have no liability to the Client under the Engagement if it is prevented from or delayed in performing its obligations under the Engagement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of calls9 or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of calls9's sub-contractors.

15.3 If any provision (or part of a provision) of the Engagement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal so as to achieve the intention of the parties without illegality or by mutual agreement by the parties, may be severed from the Engagement.

15.4 The Engagement constitutes the entire agreement and understanding between the parties to the Engagement and supersedes any previous agreement between them relating to the relevant Services. Further, in entering into the Engagement neither party has relied on any statement, representation, assurance or

warranty (whether made negligently or innocently) other than as expressly set out in the Engagement. Nothing in the Engagement shall operate to limit or exclude any party's liability for fraud or fraudulent misrepresentation.

15.5 The Client shall not, without calls9's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Engagement, such consent not to be unreasonably withheld. calls9 shall be entitled to sub-contract the provision of the Services in whole or in part without the consent of the Client.

15.6 Nothing in the Engagement 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.

15.7 The Engagement is made for the benefit of calls9 and the Client and is not intended to benefit, or be enforceable by, anyone else and no party has any right to enforce any of the terms under the Contracts (Rights of Third Parties) Act 1999.

15.8 Notice given under the Engagement shall be in writing and sent to the address given for that party in the Proposal (or such other address as the relevant party may notify to the other party) and shall be delivered personally, or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 15.8 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day in England), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that in the case of post, that the envelope containing the notice was properly addressed and posted.

15.9 The Engagement shall be governed by the law of England and Wales and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of England and Wales.

15.10 If the Client is situated outside England and Wales, the Client will nominate the firm of solicitors authorised and regulated by the Solicitors Regulation Authority as its agent to receive on its behalf in England or Wales service of any proceedings relating to the Engagement. Such service shall be deemed completed on delivery to such firm of solicitors (whether or not it is forwarded to and received by the Client). The Client irrevocably consents to any process in any legal action or proceedings under the Engagement being served on it in accordance with this condition 15.10. Nothing contained in these Conditions shall affect the right to serve process in any other manner permitted by law.