

AGREEMENT FOR TECHNICAL SERVICES

REFERENCE: Phase 1 P&CWLMB Survey and modelling

This Agreement is made effective as of the day of (the 'Effective Date') by and between:

- (1) Jacobs U.K. Limited a company registered in England and Wales with registered number 02594504 and registered office at 1180 Eskdale Road, Winnersh Wokingham, Berkshire, RG41 5TU, (the "Consultant"); and
- (2) The Pevensey and Cuckmere Water Level Management Board Kettlewell House, Austin Fields Industrial Estate, KING'S LYNN, PE30 1PH, United Kingdom (the "Client").

(each a "Party" and together the "Parties")

WHEREAS Client wishes Consultant to perform certain Services as described in this Agreement and Consultant wishes so to do in consideration for the remuneration set out in this Agreement:-

NOW THEREFORE the Parties agree as follows:-

This Agreement consists of the following documents which are incorporated into and made part of this Agreement.

The Agreement	
The General Terms and Conditions	Exhibit A
The Scope of Work	Appendix 1
Programme of Work	Appendix A of Appendix 1 (to be shifted by four weeks to allow for Board approval)
Remuneration and Payment	Section 5 of Appendix 1

1. SCOPE OF WORK

The services which Client wishes Consultant to perform are described in Appendix 1 (the "Services"). Such Services shall be performed in accordance with the terms and conditions of this Agreement.

2. PROGRAMME OF WORK

The Consultant shall commence the Services in accordance with the programme of work set out in Appendix A 2 (the 'Programme') once it receives and accepts Client's instruction to proceed. However, this programme was written with the assumption the contract will be awarded on 10 January 2020 and should be shifted by four weeks to allow for Board approval.

3. REMUNERATION

In consideration of the performance by Consultant of this Agreement, Client shall pay to Consultant remuneration in accordance with the terms of this Agreement at the rates set out in Section 5 (Commercial Offer) of Appendix 1.

4. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Signed for and on behalf of Consultant

Signed for and on behalf of Client

Signed by _____

Signed by _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT 'A' to AGREEMENT (REFERENCE: [Phase 1 P&CWLMB Survey and modelling])

GENERAL TERMS AND CONDITIONS

1.0 DEFINED TERMS

"Affiliate"	shall mean	a holding company or a subsidiary company of a Party or a subsidiary of that Party's holding company, where holding company and subsidiary have the meaning given to them by s. 1159 of the Companies Act 2006
Amount Due"	shall having the meaning	set out in clause 4.1.4
"Business Day"	shall mean	a day other than a Saturday, Sunday or a public holiday in England when the banks in London are open for business.
"Certificate"	shall mean	the certificate of completion
"Completion"	shall be	the date calculated in accordance with clause 2.9
"Confidential Information"	Shall have the meaning	set out in clause 11.1
"Excluded Loss"	shall mean	(i)any special, indirect, incidental or consequential damage or loss and (ii) any loss of profit or anticipated profit or saving, loss of revenue, loss of contracts, loss of production, loss of product, loss of feedstock, loss of use or loss of efficiency, any claims by Client suppliers, contractors, customers or offtakers whether based on alleged Consultant fault or otherwise, any financing or interest costs, increase in operating costs, plant downtime, business interruption, any similar losses or claims and any pure economic loss howsoever caused
"Consultant"	shall mean	the Party named as such in the Agreement
"Consultant Group"	shall mean	Consultant and its Affiliates.
"Client"	shall mean	the Party named as such in the Agreement
"Client Group"	shall mean	Client, its Affiliates and Client's co-ventures and related companies and their contractors and suppliers.

"Final Date for Payment"	Shall be	the date falling thirty (30) days after the Amount Due becomes due for payment pursuant to clause 4.1, or in respect of the final Amount Due, the applicable date set out in Clause 4.4
"Financial Institution"	shall mean	lending institutions {or their agents, brokers, underwriters or insurers), who are or may participate in the financing, brokering, underwriting or insuring of the project to which the Services relate.
"Force Majeure"	shall have the meaning	set out in clause 8.1
"Insolvent"	shall mean	"insolvent" in accordance with S.113 of the Housing Grants, Construction and Regeneration Act 1998 (as amended) and any analogous arrangements, events or proceedings in any other jurisdictions.
"Loss or Damage"	shall have the meaning	set out in clause 7.3.
"Party (Parties)"	shall mean	singularly or collectively the signatories to this Agreement.
"Services"	shall mean	the work and services of Consultant more particularly defined in Appendix 1
"Work Product"	shall mean	the documents and hydraulic model produced as a result of the Services

20 PERFORMANCE OF SERVICES

2.1 Consultant warrants to Client that it will use reasonable care and skill to perform the Services set out in Appendix 1 in accordance with the Agreement. In the event that the Services are found to be deficient and the deficiency is notified in writing by Client to Consultant within the twelve (12) month period immediately following Completion Consultant will re-perform such services as Consultant has contracted to provide as necessary to correct the deficiency in the Services. The cost of such re-performance under this clause shall be borne by Consultant up to the sum comprising Consultant's limit of liability set out in clause 7, but Consultant shall have no other liability for or in connection with any deficiencies in the Services including but not limited to costs and expenses related to repair, replacement, addition or deletion of materials, facilities or equipment.

- 2.2 Except as expressly provided for in clause 2.1 above, Consultant makes no warranties, guarantees or representations express or implied in respect of or in connection with the Services. Implied warranties of fitness for a particular purpose and/or merchantability and/or satisfactory quality are hereby specifically excluded.
- 2.3 Client shall provide Consultant in a timely manner with all information, access, materials and equipment and other things which Consultant reasonably requires in order to carry out the Services. Consultant shall be entitled to rely on the accuracy of any information provided to it by or on behalf of Client. If Client does not comply with its obligations under clause 2.3 within a reasonable time equitable adjustment shall be made to Consultant's remuneration calculated in accordance with Appendix A of Appendix 1 and the programme set out in Appendix A of Appendix 1 to ensure that Consultant is no worse off by reason of Client's failure to respond. 2.4 Consultant shall use its reasonable efforts to meet the programme set out in Appendix A of Appendix 1.
- 2.5 Consultant shall not be liable for the presence or removal of asbestos, mold/fungus or any other contaminated or toxic substances from the property/facility or site or for any other site conditions set out in Appendix 1. If any such risks are identified Client shall take custody of the relevant part of the property/facility or site and arrange for their removal and an equitable adjustment shall be made to Consultant's remuneration calculated in accordance with Section 5 of Appendix 1 and the programme set out in Appendix A of Appendix 1 to ensure that Consultant is no worse off as a result.
- 2.6 If Consultant or its personnel provides any indication of the cost of the Services, that indication shall not constitute the offer of a fixed fee for the work. If Consultant or its personnel provides any indication of the cost of future work by Client or others, such as for equipment, materials, construction or remedial work, such indications shall not guarantee that Client or others will be willing or able to execute the work at such a cost. Consultant shall use reasonable endeavours to prepare realistic estimates of future costs. Client acknowledges that the actual cost of such work will be affected by factors that Consultant cannot control or predict.
- 2.7 After Consultant considers it has completed the Services set out in Appendix 1 it may give notice to Client for issue of a Certificate. Client shall within 7 working days of receipt either:
- 2.7.1 sign the Certificate; or
 - 2.7.2 give Consultant notice in writing of the elements of the Services that it reasonably requires Consultant to complete before issue of the Certificate.
- 2.8 If Client gives notice under 2.7.2 Consultant may submit further notices for a Certificate. Client shall provide the Certificate within 7 working days of receipt of request unless it notifies Consultant within that period of any actions specified by it on first application that Consultant has not completed.

2.9 Completion shall take place on the earliest of:

2.9.1 the date a Certificate is signed;

2.9.2 the eighth working day after deemed receipt of a notice under clause 2.7 if Consultant has not received a response from Client as set out in that clause; or

2.9.3 the date Client starts commercial operations at the part of the property/facility or site on or in relation to which Consultant is providing its Services.

3.0 CONSULTANT'S EMPLOYEES ON CLIENT OR THIRD PARTY PREMISES

3.1 Where part of the Services are to be performed on Client's or third party premises Consultant shall conform and abide by such procedures and regulations pertaining to safety and administration applicable to Client personnel as are notified to Consultant.

3.2 The Consultant, where necessary, shall be responsible for obtaining all relevant entry permits, visas, injections, inoculations and other like processing for its own personnel. Client shall provide all reasonable assistance in connection therewith.

4.0 REMUNERATION AND PAYMENT

4.1 The Client shall pay Consultant remuneration based on percentage of works complete and in the currency set out in Section 5 of Appendix 1 for the Services. Consultant shall produce invoices monthly showing:

4.1.1 The total amount estimated due for the month following the date of invoice:

4.1.2 All expenses incurred and not previously paid by Client; and

4.1.3 Any other amounts to be paid to Consultant less amounts to be paid by or retained from Consultant

4.1.4 (the "Amount Due").

The Amount Due shall become due for payment when Client is deemed to receive Consultant's invoice pursuant to clause 18. Not later than the Final Date for Payment, Client shall pay to Consultant the Amount Due.

4.2 Each Amount Due shall be exclusive of all taxes, duties, and levies including but not limited to VAT and any withholding tax levied on remuneration due to Consultant, which will be to the account of Client.

4.3 On expiry, termination or Completion (whichever is the earlier) Consultant shall submit a final invoice to Client setting out the details required by clause 4.1.1, 4.1.2 and 4.1.4 above. The Amount Due shall be calculated as the difference between the

amounts set out at 4.1.1 and 4.1.2 plus the amount set out at 4.1.4. If the aggregate of the amounts set out at 4.1.1 and 4.1.4 is less than that at 4.1.2 then Consultant shall pay the amount of overpayment to Client within 14 days of the date of invoice. If the sum at 4.1.1 is greater than that at 4.1.2 then that sum plus any amount outstanding under 4.1.4 shall become due for payment on the date when Client is deemed to receive Consultant's invoice pursuant to clause 18 and Client shall pay Consultant the amount due not later than 28 days after such due date.

4.4 If Client disagrees with any part of an invoice he shall pay the other part(s) due from it by the Final Date for Payment and in any event no later than 7 days before the Final Date for Payment he shall issue a pay less notice (or in the case of sums it considers due to it pursuant to clause 4.3, a pay more notice) detailing the sum Client considers to be due, the basis on which the sum is calculated and stating the ground(s) for non-payment (or in the case of a pay more notice, the ground(s) for payment to it) and the amount attributable to each ground.

4.5 If Client does not pay any amount due by the Final Date for Payment then

4.5.1 Client shall also pay to Consultant interest on the amount due compounded monthly at a rate equivalent to 5% per annum above the official dealing rate of the Bank of England from the Final Date for Payment until the date payment is made in full; and

4.5.2 Consultant may (after giving at least 7 days' notice to Client and without prejudice to any other rights and remedies it may have) suspend in whole or in part performance of the Services until payment is received or the dispute is settled. On resumption of performance equitable adjustment shall be made to Consultant's remuneration calculated in accordance with Section 5 of Appendix 1 and the programme set out at Appendix A of Appendix 1 to ensure that Consultant is no worse off by reason of exercising its right to suspend. Where suspension results in demobilisation Consultant shall not be under any obligation to remobilise the same personnel upon resumption of the Services. Client shall reimburse Consultant its actual costs for mobilisation of all personnel required for the resumption of the Services; and

4.5.3 If the Amount Due is not paid or the dispute settled within 3 months after the date of suspension under clause 4.5.2 Consultant shall (without prejudice to any other rights and remedies it may have) have the right to terminate this Agreement on written notice.

5.0 **CHANGES**

5.1 Client may by giving written notice to Consultant from time to time make changes in Client requirements and information, issue additional instructions and require additional Services or direct the omission of part of the Services that are no longer required to be performed (not being the entirety of the Services) without invalidating

this Agreement. Before any such change, addition or omission is performed the value to Consultant and necessary changes to the programme shall be determined by mutual agreement of the Parties. The value of an omission shall be computed on the basis of the estimated cost to Consultant which would have been incurred had the Services not been omitted. The Consultant's remuneration pursuant to Appendix A of Appendix 1 shall be recalculated to take into account the agreed value of the change. The programme set out in Appendix A of Appendix 1 shall be amended to take into account the changes.

- 5.2 Consultant may submit a request for a change to the Services, Client's requirements, information and instructions by written notice to Client together with an estimate of the value of the request to Consultant and details of any necessary changes to the programme. The request shall be deemed accepted, Consultant's remuneration pursuant to Section 5 of Appendix 1 shall be deemed recalculated and the programme set out in Appendix A of Appendix 1 amended per Consultant's request if Client does not respond to the request within 7 working days of receipt.
- 5.3 If after the Effective Date the cost or duration of the Services is altered as a result of changes in or additions to the regulations in any country in which the Services are to be performed (including any country where works or services dependent on the Services are to be performed) Consultant's remuneration calculated in accordance with Section 5 of Appendix 1 and the programme set out at Appendix A of Appendix 1 shall be adjusted accordingly.

6.0 INDEMNITY

- 6.1 Consultant shall indemnify and hold Client harmless from and against any claims, demands, losses, liability, suits, expenses, costs or causes of action in respect of injury or death of any Consultant Group employee (except for injury or death resulting from the operation of Client Group facilities not related to the Services) or damage to or loss of Consultant Group property howsoever arising including without limitation in tort, contract, negligence, or breach of statutory duty.
- 6.2 Client shall indemnify and hold harmless Consultant from and against any claims, demands, losses, liability, suits, expenses costs or causes of action in respect of injury or death of any Client Group employee or damage to or loss of Client Group property or property of Client Group employee howsoever arising including without limitation in tort, contract, negligence, or breach of statutory duty.

7.0 LIABILITY

- 7.1 Subject to clause 7.2 but notwithstanding any other provision of this Agreement the liability of Consultant under or arising out of or in connection with the Agreement and the performance of the Services shall be limited to and shall not exceed in the aggregate three times the remuneration paid to Consultant for the Services howsoever arising and regardless of cause including without limitation the fault, breach of contract, tort (including concurrent or sole and exclusive negligence), breach of duty, strict

liability or otherwise of Consultant and whether a claim is based on contract, at law, in equity or otherwise Any and all releases, limitations on liability, restrictions, exclusions and indemnities running in favour of the Consultant in this Agreement shall include in the aggregate companies in the Consultant's Group, and its and their officers, directors, shareholders, employees, agents and representatives.

7.2 Notwithstanding any other provision of this Agreement in no event shall Consultant be liable for Excluded Losses of Client Group howsoever arising and regardless of cause including without limitation by the fault, breach of contract, tort (including concurrent or sole and exclusive negligence) breach of duty, strict liability or otherwise of Consultant and whether a claim is based on contract, at law, in equity or otherwise.

7.3 Without prejudice to any other exclusion or limitation of liability for damages, loss, expense or costs of whatsoever nature ("Loss or Damage") in this Agreement the liability of Consultant (if any) for any Loss or Damage under or arising out of this Agreement shall not exceed such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the Loss or Damage and on the assumptions that:

7.3.1 all other consultants, contractors, sub-contractors, project managers, advisers and other parties engaged by Client in connection with the project for which the Services are provided have provided contractual undertakings on terms no less onerous than those set out in this Agreement to Client in respect of the carrying out of their obligations in connection with the project to which the Services relate; and

7.3.2 there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between Client and any other party referred to in this clause 7.3 and any such other party who is responsible to any extent for the Loss or Damage is contractually liable to Client for the Loss or Damage; and

7.3.3 all the parties referred to in this clause 7.3 have paid to Client such proportion of the Loss or Damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the Loss and Damage.

7.4 Client's sole and exclusive remedies for any and all claims it might have against Consultant arising out of any act error or omission of Consultant are those expressly set forth in this Agreement and Client waives any other remedies it might have whether at law, or in equity and whether based on contract, tort, statute or otherwise.

7.5 Any and all releases, limitations on liability, restrictions, exclusions and indemnities running in favour of Consultant in this Agreement shall include in the aggregate companies in Consultant's Group, and its and their officers, directors, shareholders, employees, agents and representatives.

8.0 FORCE MAJEURE

8.1 Neither Party shall be responsible (except for the payment of monies then due) for any

delay, default or nonperformance of this Agreement to the extent that such delay, default or nonperformance is caused by any event or circumstance beyond the reasonable control of that Party including but not limited to acts of God, acts or threats of terrorism, labour strikes, changes to law, lockouts or other labour difficulties, civil commotion, criminal acts of third persons, acts or omissions of sovereign states, fire, accidents, seriously adverse weather conditions or war (whether declared or undeclared} ("Force Majeure").

8.2 Consultant shall be entitled to an equitable adjustment to its remuneration calculated in accordance with Section 5 of Appendix 1 and to the programme set out at Appendix A of Appendix 1 to take into account effects of Force Majeure.

8.3 If the performance of the Services is subject to a continuous delay by reason of Force Majeure for more than 30 (thirty) days then each Party shall have the right to terminate the Agreement under the terms of clause 9.

9.0 TERMINATION

9.1 Either Party may on fourteen (14) days written notice terminate performance of the Services for material breach of the Agreement by the other Party which (if capable of remedy) is not remedied within fourteen days of receipt of written notice outlining the breach from the non-defaulting Party to the defaulting Party.

9.2 If either Party is Insolvent, the other may give written notice to the Insolvent Party terminating this Agreement with immediate effect.

9.3 On termination for Client's default or insolvency pursuant to Clause 9.2 Consultant shall be entitled to submit an invoice for final payment as soon as possible after termination. The amount due on termination shall be:

9.3.1. an amount due assessed as for normal payments; and

9.3.2. other costs reasonably incurred by Consultant in expectation of completing the whole of the Services and to which the Consultant is committed.

9.1 Consultant's sole liability and Client's exclusive remedy upon termination of this Agreement for the default of Consultant shall be the furnishing to Client by Consultant of any deliverables completed by Consultant as part of the Services up to the date of notice of termination provided that Client has paid Consultant for all Services performed up to the date of termination.

10.0 INTELLECTUAL PROPERTY

The Consultant shall assign to the Client the intellectual property rights in all documents and information it prepares and of all services it provides for the Client for the purposes of this Agreement.

11.0 CONFIDENTIALITY

- 11.1 For the purposes of this clause "Confidential Information" shall mean all information whether disclosed in writing, orally, or by any other means by one Party to another Party after the Effective Date for the purposes of the Services or the project to which the Services relate and which by its nature is confidential, is marked as confidential, for the purposes of this Agreement is clearly intended to be confidential, or which is known or reasonably should be known by the receiving Party to be confidential, except that this definition shall not apply to information which:
- 11.1.1 is in the public domain otherwise than as a result of a breach of this Agreement;
 - 11.1.2 was in the receiving Party's possession prior to disclosure hereunder and was not acquired under an obligation of confidentiality directly or indirectly from the disclosing Party;
 - 11.1.3 is received by the receiving Party from a third party without notice to the receiving Party of any obligation of confidentiality or other restrictions with respect to the use thereof (but this exception shall not apply to any information which is improperly received);
 - 11.1.4 was developed by the receiving Party independently of disclosure made under this Agreement; or
 - 11.1.5 is required by law, any court of competent jurisdiction or fiscal or regulatory authority to be disclosed by the receiving Party.
- 11.2 Each Party shall keep Confidential Information received from the other Party confidential and shall not disclose any such Confidential Information to third parties without prior written permission from the disclosing Party except as reasonably required for the purpose of the Services. The receiving Party shall use the Confidential Information disclosed to it only for the purposes of the Services and the project to which the Services relate. The receiving Party shall take all reasonable action and at least the same precautions as it takes to prevent the unauthorised disclosure of its own information to prevent unauthorised disclosure to third parties. If a receiving Party wishes to disclose Confidential Information it has received it shall take reasonable precautions to ensure that the relevant third party complies with the provisions of this clause 11.
- 11.3 On termination or expiration of this Agreement, each Party shall upon request return or destroy all Confidential Information furnished to it by the other Party including any copies except that each Party may retain one copy of the Confidential Information for archival and legal purposes only. The terms and conditions of this Agreement shall continue after termination or expiry for 10 years in relation to any copies of Confidential Information so retained.
- 11.4 Consultant shall inform Client of any matters arising in Consultant's performance of the Services which have been obtained or produced by the use of methods, procedures or specialised techniques developed by Consultant as part of Consultant's particular expertise. Such methods, procedures or specialised techniques shall remain confidential between the Parties during the term of this Agreement and after its

expiration or termination and shall remain the property of Consultant.

- 11.5 The confidentiality obligations contained in this clause 11 shall survive the termination or expiration of this Agreement by 5 years except in relation to copies of Confidential Information retained in accordance with clause 11.3 and information notified under clause 11.4, in which case those clauses shall apply.

12.0 CLIENT INFORMATION

Within seven working days of the Effective Date Client shall inform Consultant of the name and contact details of the individual with full authority to approve all technical, financial and contractual matters. Client shall make such individual available for the duration of the Services, or provide a suitable replacement and notify the same to Consultant, and ensure that such individual approves such matters promptly and within no more than three (7) working days of presentation to him. If the individual does not approve matters referred to him within three (7) working days of presentation Client shall be deemed to give its approval to the same. Client shall ensure that all information to be supplied by it is done so promptly and is correct and complete.

13.0 BUSINESS ETHICS

Each of the Parties undertakes to the other that it has and will comply with and has not and will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. Breach of this clause shall be deemed a material breach of this Agreement.

14.0 TAXATION

- 14.2 Subject to clause 14.2, each Party shall be solely liable for the collection and/or payment of all governmental taxes or assessments including without limitation National Insurance and other employee benefits arising from the employment of any person by that Party or for other taxes assessed against it and shall hold the other Party harmless therefrom.

- 14.2 Clause 14.1 shall not apply to any taxes, duties or levies on remuneration due to Consultant including but not limited to VAT, any local tax or any withholding taxes which shall be for Client's account.

15.0 RELATIONSHIP BETWEEN THE PARTIES

- 15.1 This Agreement creates a non-exclusive relationship between the Parties. Subject to the requirements of clause 11 either Party shall be free to enter into agreements for services of a similar nature with any other party without limitation.
- 15.2 Unless and to the extent otherwise agreed in writing by the Parties, Consultant shall be an independent contractor and not an agent of Client and the employees, agents and servants of Consultant shall not be the employees, agents or servants of Client.

16.0 PUBLICITY

16.1 Neither Party shall publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to the Services and/or the other Party's business generally for use in press releases, project profiles or other forms of publicity, without prior reference to and approval in writing from the other Party. This provision shall survive for 5 years after the earlier of termination of this Agreement or Completion.

17.0 NON SOLICITATION

17.1 The Parties each agree that they will not hire or recruit employees of the other Party or its Affiliates, and will use its reasonable efforts to ensure that their Affiliates do not hire or recruit such employees who to the knowledge of that Party work on the project to which the Services relate at any time, without the prior written consent of the employing Party while this Agreement is in force and for 12 months following Completion or its earlier termination (for which purpose and to such extent this clause 17 shall survive Completion or earlier termination of this Agreement). Nothing in this Agreement shall be interpreted to restrict the recruiting activities of any Party which are not directed toward specific individuals working on the project to which the Services relate at any time.

17.2 In the event of a breach of clause 17.1 by either Party, the Party in breach shall, as compensation for recruitment and training costs and not as penalty, pay a sum equivalent to three months' salary of the employee in question to the Party whose employee they have hired or recruited.

17.3 This clause 17 shall not apply in respect of any particular employee if the employee has applied for a post with the other Party by answering a public advertisement.

18.0 NOTICES

18.1 Any notice required or authorised to be given by a Party under this Agreement shall be delivered by hand, sent by first class post or by pre-paid special delivery post to the other Party at the address stated and for the attention of the person set out below, or to such other address or for the attention of such other person as may be specified by the relevant Party by notice from time to time.

Consultant: Jacobs, Burderop Park, Swindon, SN4 DOD
for the attention of: Shauket Khan

Client: The Pevensey and Cuckmere Water Level
Management Board, Kettlewell House, Austin Fields Industrial
Estate, King's Lynn, PE30 1PH.
for the attention of: Phil Camamile, Chief Executive

18.2 A notice delivered by hand shall be deemed duly received when left at the address and for the attention of the person referred to in this clause 18.

- 18.3 A notice sent by first class post or pre-paid special delivery shall be deemed to have been duly received at 5.30 pm on the second Business Day after posting

19.0 THIRD PARTY BENEFICIARIES

- 19.1 With the exception of clause 7.5 which shall be enforceable by Consultant's Group, neither Party confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 19.2 Client will not, without the prior consent of Consultant (not to be unreasonably withheld), use Consultant's name in any document.
- 19.3 Client accepts that a statement preventing reliance on and disclaiming liability to third parties shall be included in all copies or extracts of the Work Product.

20.0 SURVIVAL

The provisions of clause 1, 2, 4, 6, 7, 9, 10, 11, 14-21 shall survive Completion or earlier termination in accordance with their terms.

21.0 MISCELLANEOUS

- 21.1 In the event of a dispute concerning this Agreement, the disputed item shall be reduced to writing and addressed to the signatories to this Agreement. The Parties shall in good faith attempt to resolve all disputes within 14 days of receipt of written notification.
- 21.2 Each Party hereby warrants that it has full authority to enter into this Agreement and the obligations contained therein.
- 21.3 This Agreement constitutes the entire Agreement and understanding between the Parties in respect of its subject matter and in respect or connection thereof supersedes all previous representations, negotiations, commitments, agreements, understandings, undertakings or communications thereto, whether oral or written. Each of the Parties acknowledge that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof.
- 21.4 This Agreement or any provision of it cannot be varied or amended except by written consent of both Parties.
- 21.5 No forbearance or failure by either Party to exercise or assert or claim any right or entitlement under this Agreement shall be construed as a waiver of that right or entitlement or any other right or entitlement unless agreed in writing by that Party.

21.6 If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

21.7 English shall be the language used for all purposes in connection with this Agreement.

21.8 This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

22.0 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English courts for all matters arising under or in connection with this Agreement except that any judgement award or order obtained in the English courts may be enforced in any jurisdiction.

- END

APPENDIX 1 – SCOPE OF WORK

For this Agreement Consultant's services will be as defined in scope issued on 20th December 2019 and attached

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