



SMOKE VENT SYSTEMS LTD

TERMS AND CONDITIONS

Smoke Vent Systems Ltd is a limited company registered in England with a registered office at Partnership House, 14 Lodge Road, Southampton and a company registration number of 7502781 (hereinafter referred to as SVS)

1. DEFINITIONS

1.1 In this Agreement the following words will have the following meaning and interpretation:

- 1.1.1 “Act” means all of the Companies Acts in force and this includes all amendments, variations, modifications and statutory instruments thereto.
- 1.1.2 “Additional Services” means any such additional services provided by SVS to the Client that are in addition to the agreed Services as set out and defined herein in this Agreement.
- 1.1.3 “Agreement” means this Agreement and its Schedules and/or the accompanying quotation together with any extension, modification and/or alteration thereof. This Agreement shall apply to all contracts for the sale of Goods and supply of Services by SVS to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document which are hereby rejected or (as appropriate) shall be excluded from this Agreement.
- 1.1.4 “Quotations” means the quotation accompanying these Terms & Conditions.
- 1.1.5 “Business Day” means any day other than Saturday, Sunday and/or a recognised bank or public or religious holiday.
- 1.1.6 “Working hours” means unless otherwise stated working hours shall mean SVS’s standard working hours Monday – Friday (excluding recognised bank or public or religious holiday). Work outside of these hours will be subject to additional costs and treated as a variation or additional services to the contract.
- 1.1.7 “Client” means The Company / Organisation / Person to whom the accompanying quotation is addressed to and also including any of its employees, Directors and/or agents who may request the Services and/or any Additional Services to be provided by SVS.
- 1.1.8 “Confidential Information” means any information whatsoever in whatever form or format including but not limited to information in visual, oral, written, recorded and/or electronic form and/or format and including any drafts, templates or samples belonging or relating to either Party, its business affairs, its commercial purpose, its costs, charges and/or fees which is not in the public domain and if either Party has marked such as confidential or proprietary, or has been described as confidential (either orally or in writing), or due to its character, substance or nature, a reasonable person in a similar position to its recipient and under comparable circumstances would treat it as confidential and/or of a commercial sensitive nature.
- 1.1.9 “Force Majeure” and/or “Event of Force Majeure” means any event affecting the performance by a Party of their obligations, requirements and/or responsibilities under this Agreement that is beyond that Party’s reasonable control including, without limitation to, any strikes, lock-outs or other industrial action affecting a third party, any terrorist action or threat of terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, epidemic,

pandemic or other natural physical disaster, any legislation, regulation, rule or ruling of a government, court or any competent authority, or failure of a utility service including but not limited to electric power, gas, water or telephone or communication service.

1.1.10 "Party" and/or "Parties" includes any assignees and any successors in title.

1.1.11 "Services" means those Services to be provided by SVS to the Client as set out in the accompanying quotation during the term of this Agreement.

2. INTERPRETATION

2.1 This Agreement may also contain additional defined terms which will be indicated by those words being contained in quotations (" ") and all defined terms will be treated and interpreted as defined terms for the purposes of the applicability and enforceability and understanding of this Agreement.

2.2 In this Agreement:

2.1.1 The headings used are for convenience only and shall have no effect upon the interpretation or meaning of this Agreement.

2.1.2 Words importing the singular shall include the plural and vice versa.

2.1.3 Reference to any gender will include any gender.

2.1.4 References to the person includes any firm, company or other entity having legal personality and vice versa.

2.1.5 References to "writing" or "in writing" or "written" includes but is not limited to any communication effected by electronic or facsimile transmission or similar means.

2.1.6 Any reference, either expressly or by implication, to any statute, law, statutory instrument, enactment, regulation, will also include any variation.

3. LEGAL AND BINDING AGREEMENT

3.1 The Parties warrant to each other that they fully understand their respective and joint obligations and responsibilities as set out herein in this Agreement and furthermore each Party warrants to the other that they possess the full and complete authority to enter into this Agreement and to be bound by its terms, meaning and operation.

3.2 The Parties fully understand that by entering into this Agreement they are entering into a formal and binding legal agreement and therefore they fully accept and understand each and every part of this Agreement and that they have been afforded each and every opportunity to clarify the meaning, interpretation, obligations and duties as set out herein prior to its execution.

3.3 The Parties, by signing this Agreement, further aver that they have sought and received and/or elected not to seek or receive independent legal advice as to the meaning and interpretation of this Agreement and their respective and joint responsibilities, obligations and duties as set out herein.

3.4 The Client entirely accepts that this Agreement and its terms, meaning and operation will irrevocably prevail over any of its terms and conditions in relation to the provision of the Services and/or any Additional Services by SVS.

4. SERVICES TO BE PROVIDED BY EACH PARTY

Services provided by SVS to the client.

4.1 SVS will provide the Services as set out in the accompanying quotation to the Client.

4.2 The Client's point of direct contract with SVS as at the date of this Agreement will be notified upon commencement of the contract.

Services (Attendances & Works) provided free of charge by the Client to SVS.

- 4.3** The attendances and schedule of works as detailed in the accompanying quotation are to be provided free of charge by the client to SVS.
- 4.4** Timely provision of adequate and accurate information by the Client and third parties over whom SVS have no control.
- 4.5** Performance by the Client and those third parties over whom SVS have no control, of all functions upon which the Works or any part thereof are dependent.
- 4.6** Provision of access to such sites and locations as and when may be necessary in order for SVS to undertake the Works.

5. PAYMENT FOR THE SERVICES BY THE CLIENT TO SVS

- 5.1** The Client has accepted the Services to be performed for them by SVS and has agreed to remunerate SVS in accordance with the Payment Schedule and Rates as set out below: -
- Payment for Hatches / Louvres / Dampers & Glazed AOV Winders is strictly based on pro-forma invoices with SVS under absolutely no obligation to order material until payment for these items has been received in full
 - All other Payments are strictly due within 30 days month end from the date of our invoice.
- 5.2** Deposit payments made to SVS are non-refundable.
- 5.3** The Payment Due Date shall be the same date that an invoice is issued. Payment Notices stating the amount of payment and the basis of its calculation are to be issued by the Main Contractor not later than 5 days after the Payment Due.
- 5.4** Any Pay Less Notice stating an intention to withhold payment, its value, reasons and basis of calculation is to be issued by the Main Contractor not less than 5 days before the Final Date for Payment.
- 5.5** In respect of every invoice, the Final Date for Payment shall be 30 days from the date of the invoice or in accordance with the date shown on the invoice whichever is the sooner.
- 5.6** The Parties have agreed that the payments to SVS by the Client are to be paid by the Client upon receipt of an invoice from SVS and be paid by bank transfer.
- 5.7** All payments to SVS by the Client are to be made by bank transfer on the dates as specified in the accompanying quotation to this Agreement. SVS reserves the right, upon written notice, to alter their nominated bank for any and all payments under this Agreement.
- 5.8** In the unlikely event that any payments due to SVS from the Client are delayed and/or not received by the dates as specified in the accompanying quotation to this Agreement then, free from any liability, liquidated ascertained damages, contra charges, damages, costs, fees, demands and/or any other losses whatsoever, SVS may elect to suspend the provision of the Services until such time as payment in full has been paid by the Client and received as cleared funds by SVS.
- 5.9** Without prejudice to any other right or remedy, SVS shall be entitled to interest upon late payment at the Bank of England base rate plus 8% per annum.
- 5.10** In the event that this Agreement is terminated as set out below at clause 12 and/or any extension of this Agreement is terminated the Client agrees, without offset, deduction or reduction whatsoever to pay to SVS any outstanding payments for Services and/or any Additional Services up to the date of any such termination.

6. RETENTION

- 6.1** SVS will not accept retention deductions.

7. RETENTION OF TITLE

- 7.1** All goods delivered to site for incorporation into the works shall, at all times, remain the property of SVS until full payment of the contract value has been received into SVS's bank account.

8. ADDITIONAL SERVICES

- 8.1** From time-to-time during the term of this Agreement the Parties may agree, by acting at all times in good faith towards each other, that Additional Services may be required to be provided, undertaken and/or performed for the Client by SVS.
- 8.2** In the event that such Additional Services are agreed the Parties will also discuss and agree, by acting at all times in good faith towards each other, the fees, cost and pricings for any such Additional Services which will be paid on either an ad hoc basis and/or as part of the Payment Schedule and Rates for the Services as set out in the accompanying quotation to this Agreement.
- 8.3** For the avoidance of doubt the provision of Additional Services are expressly agreed by the Parties to this Agreement to form part of this Agreement and the Parties irrevocably entirely accept and understand that such Additional Services, if any, are subject to the terms of this Agreement.
- 8.4** In the event that this Agreement is validly terminated in accordance with this Agreement and the provision of Additional Services will also cease as at the date of any such valid termination.

9. DAYWORKS

- 9.1** SVS will not carry out works on a day work basis. Any variation to our contract must be on a quotation / acceptance basis with a formal written variation to the contract provided by the Main Contractor.
- 9.2** In the event that dayworks are required unless there is a guarantee of payment, SVS are not obliged to carry out any day works.
- 9.3** Furthermore, SVS will need to be provided with a list of approved contractors personnel who are authorised to sign SVS's dayworks sheet and any daywork sheet signed by the Client / Main Contractors authorised person must be paid in full on the next payment date and shall not be subject to remeasurement, re-negotiation or discounting at a later date.

10. GUARANTEE

- 10.1** The guarantee commences on the date of hand over of SVS's equipment not from practical completion of the Main Contract or any other date.
- 10.2** SVS undertakes to repair or replace any Goods or any part of any Goods in which a defect in materials or workmanship appears within twelve months of the actual date of Delivery or, if earlier, the date of the Company's invoice in circumstances where the Company has been asked to store the Goods on its premises before Delivery.
- 10.3** Where Labour cost is covered by the SVS's warranty in the period, but not thereafter, and is subject to the condition that it is at the SVS's discretion whether to supply the services of its own employee or agent, or to authorise the Buyer to perform the services at the SVS's cost. However, SVS is not obliged to meet the costs of the performance of any services authorised or arranged by the Buyer unless the SVS has agreed the amount of the cost in writing beforehand.
- 10.4** SVS's guarantee and warranties in Clauses 10.1, 10.2 and 10.3 are limited to repair or replacement of defective parts (as applicable) and do not extend to other loss or damage arising from use of the Goods. They do not cover defects from any non-compliance or other improper handling, storage or installation, inadequate maintenance, incorrect operation, inadequate or improper commissioning, modifications or repairs carried out by third parties, water ingress from any source and/or mechanical damage or abuse.
- 10.5** SVS's guarantee and warranties is conditional upon SVS being given the necessary access and facilities for inspection, investigation and testing of the Goods or part thereof. Where SVS is

required to provide labour during the Warranty Period, the Buyer shall ensure that the SVS's representative or agent has free and unencumbered site access during normal working hours and safe access to the relevant Goods including the free provision of any necessary access equipment.

10.6 All guarantees and warranties are subject to the Goods or replacement parts having been applied, installed, commissioned, serviced and maintained in accordance with good practice and the recommendations of the SVS's installation, operation, commissioning and servicing guidelines.

10.7 This Warranty excludes products for which SVS Ltd have not been fully paid.

10.8 This Warranty does not include for the cost and expense resulting from dismantling and reinstallation of any product or for any covering with a tarpaulin or other temporary protection measures arising while repair or replacement works are undertaken.

10.9 This Warranty excludes defects directly or indirectly caused by the following: -

1. Installation of the product including (but not limited to) installation carried out contrary to manufacturers installation instructions or contrary to good workmanship standards.
2. Wear and tear.
3. Installation of the product outside recommended installation areas.
4. Operation of the product contrary to standard operation, or misuse.
5. The use of incompatible spare parts, wearing parts or accessories or the incorrect power supply or power supply voltage.
6. Modifications or changes made to the product.
7. Any form of inappropriate handling including during transportation.
8. Any other factors than those which relate to the product's manufacture or the materials used in its manufacture.
9. Neglect including (but not limited to) a failure to maintain or carry out regular testing and/or servicing, or due to neglect in maintenance of the product as described in the user/maintenance instructions or directions for use, or where the defect could have been prevented through maintenance as described in the user/maintenance instructions or directions for use. All such instructions or directions for use may be obtained from SVS.
10. Damage caused by accident. This includes but is not limited to accidental glass or dome breakage.
11. Damage caused by corrosion.
12. Damage caused by exposure to sanding, sand blasting, etching, or any other surface treatment.
13. Discolouration or change of colour and fading caused by sunlight, condensation, acid rain or any other conditions producing such effect.
14. Damage caused by faulty building design or construction, malfunction or reduced or restricted function or water leakage resulting from the build-up of ice, snow, twigs, etc.
15. Movement in adjoining structures or similar.
16. Problems resulting from use in areas of high humidity and areas without proper or adequate ventilation and/or humidity control.
17. Products subjected to conditions outside of their design limitations.
18. Alterations or modifications made to products including the addition of non-approved components.
19. The effects of extreme weather conditions including lightning or severe hail.
20. Variations in the colour of glass or polycarbonate or other damage caused by adverse conditions including corrosive environmental factors such as acid rain.
21. Glass corrosion resulting from standing water or debris on glass.
22. Condensation on or in glass or polycarbonate Roof Opening Vents and any water damage which may have occurred as a natural result of humidity inside or outside of a building or the variation between indoor and outdoor temperatures.
23. Claims relating to insulated glass Roof Opening Vents where any film has been applied to the glass surface.

10.10 In order to comply with the requirements of the Health and Safety at Work Act it is essential that the equipment is regularly maintained by suitably trained and qualified personnel.

11. CONFIDENTIALITY

- 11.1** The Parties accept and fully understand that they may, from time-to-time during the term and operation of this Agreement become cognisant of certain Confidential Information which if disclosed to any third party or the general public could have a serious adverse impact on the reputation and/or business activities of the other Party. Accordingly, the Parties agree to strictly adhere to the terms of this clause 11 and will not permit or cause to permit, whether directly or indirectly, any disclosure of any Confidential Information, save for which is required by law or by a Court of competent jurisdiction and/or to comply with any regulatory or governmental body and/or which is already in the public domain through no breach or breaches by any Party of this clause 11.
- 11.2** Each Party will also take all reasonable precautions to keep strictly confidential the Confidential Information belonging to the other Party and will not, without the prior written consent of any other Party, use, disclose, copy or modify such Confidential Information save for SVS responsibilities and obligations relating to the provision of the Services and/or any Additional Services.
- 11.3** The provisions of this clause 11 shall continue with full force and effect notwithstanding any expiry and/or termination of this Agreement.
- 11.4** Any breach of this clause 11 by any Party and/or their agents, contractors, affiliates, representatives and advisors may give rise to exclusion of the applicability and provision of clause 29 below and may give rise to immediate injunctive relief proceedings where the defaulting Party may be liable for all consequential losses, damages and legal costs resulting from such a breach and/or breaches of this clause 11.

12. TERM OF THE AGREEMENT

- 12.1** This Agreement will automatically terminate, save for those clauses that expressly state they survive termination, upon the completion by SVS of the Services and/or any additional services.
- 12.2** SVS, during the provision of Services and/or any Additional Services, may require extensions of time from the Client arising from delays by other trades, site conditions and/or from the Client and SVS will therefore engage directly with the Client and the Parties will agree, acting at all times in good faith, any such reasonable extensions of time as SVS may require for the provision of the Services and/or any Additional Services.

13. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 13.1** Any and all logos, Trademarks and any other copyrights, patents, design rights (whether registered and/or unregistered) and any other intellectual property rights which belong and/or are owned by SVS will entirely and in perpetuity vest in SVS.

14. PROGRAMME

- 14.1** SVS anticipated programme requirements are: -
- 4-6 Weeks for preparation and submission of design details and general arrangement drawings.
 - 8-12Weeks from approval and associated payments for the procurement and manufacture of materials.
 - 2-4 Weeks on site installation period (based on one continuous visit)
- 14.2** SVS require a minimum of written notice 4 weeks to commence our works on site. Commencement of works is wholly conditional on the site conditions, being safe and ready for their works in accordance with their requirements.
- 14.3** This notice to commence on site may run in parallel with SVS's manufacturing lead time but under no circumstances, whether written, intended or implied can the notice to commence on site period supersede or reduce the manufacturing period.

15. DELAYS

- 15.1** If SVS do not receive the necessary notices and/or information (including payment) on or before the required date to achieve the contractual delivery date and/or start on site date, as a direct consequence SVS will have no alternative but to remove installation and/or commissioning of the equipment and services from their schedule. SVS will not be liable for any Liquidated Ascertained Damages, contra charges, debts, costs, charges, interest and/or fees whatsoever occasioned to the Client, or their agents or contractual partners arising, associated or incurred as a result of the failure to provide SVS with the necessary information.
- 15.2** In the event that delivery of the material to site and or the site commencement date be delayed by a period greater than 30 days SVS will be entitled to pass on in full any and all material and or labour cost increases that occur or SVS are subject to between the original contractual site delivery and or site commencement date and the actual date.
- 15.3** In the event that SVS's proforma or any other invoice is not paid within 30 days of the due date stated in the invoice SVS reserve the right to pass on in full any and all material and or labour cost increases that occur or SVS are subject to between the original invoice due date and the site delivery and or site commencement date.

16. STORAGE

- 16.1** If for any reason beyond of SVS's control, the site is unable to accept the delivery on the agreed date, then storage will be charged at a rate advised in addition to abortive handling and transport costs.

17. CONTINUITY OF WORKS

- 17.1** SVS's quotation is prepared on the basis of continuity being maintained on site at all times with delays during the installation period being subject to additional cost to be charged at their normal day rates. If SVS are prevented from carrying out their works a charge will be made for abortive / standing time and each return visit.
- 17.2** Should site conditions and or programme implications necessitate a phased installation this will be subject to additional costs and treated as a variation to SVS's contract.

18. SITE CONDITIONS

- 18.1 Readiness** – SVS reserves the right to carry out a pre-installation site survey to ascertain the site readiness for us to carry out works.
- 18.2** If the site is not ready to SVS's standards and requirements to enable them to commence and complete their works, then they are absolutely permitted to vary the commencement of the Sub-Contract works entirely free from any current or future liability to the Client or any other party whatsoever until such time as the site is ready, suitable and compliant with SVS's standards and requirements.
- 18.3 Existing Sites** – All details in the accompanying quotation are subject to a site survey prior to finalising details and/or entering contract and/or commencing works. Any variation from the assumed conditions necessitating a variation to the equipment proposed and/or method of working may have implications on specification, programme, cost. SVS will advise these implications at the earliest opportunity.
- 18.4 Existing Equipment** - Where SVS's works involve the use of existing equipment it is assumed that the equipment to be re-used is suitable for the purpose both in terms of capabilities and good working order.
- 18.5** All and any existing equipment is subject to a full survey to ascertain its assumed suitability. Any works resulting required to bring the existing equipment up to the required standard will be subject

to a variation order and SVS will not be responsible whatsoever for the implications any resulting delays to the agreed programme, and any consequential delays to the Main Contract Completion and entirely free from any current or future liability to you whatsoever.

- 18.6** Unless otherwise stated SVS will not be responsible for any material or labour warranty implications associated with the reuse of existing equipment.

19. LIMIT OF LIABILITY

- 19.1** SVS will not accept any and all Liquidated Ascertained Damaged, Contra Charges, losses (Including but not limited to any losses arising from termination), debts, damages, defects, costs (including but not limited to remedial costs), charges, interest, or professional fees whatsoever incurred by the Client and/or occasioned to the Client and/or their agents or their contractual partners.
- 19.2** Notwithstanding any other term of contract, SVS will not be liable in any circumstance by way of indemnity, breach of contract or statutory duty or tort (including negligence) for any loss of profit, loss of use, loss of contract or for any other financial or economic loss or for any indirect or consequential losses or damage to the Main Contractor and/or its agents contractual partners or any third parties.

20. TERMINATION

- 20.1** Prior to SVS completing the Services and/or any Additional Services this Agreement can only be terminated for a fundamental breach by either Party that remains unremedied for longer than twenty-eight days from receipt of any written notice, together with supporting evidence, of any alleged fundamental breach of this Agreement.
- 20.2** In the event of any unremedied breach that persists for longer than twenty-eight days the Client may seek to terminate this Agreement however the Client agrees and understands that the maximum liability that SVS may have to the Client under this Agreement and in relation to its provision of Services and/or any Additional Services is expressly limited to a maximum of 5% of the total payment payable to SVS by the Client as set out in the accompanying quotation this Agreement.
- 20.3** In the event of termination or cancelation of this contract for any reason whatsoever other than that detail in clause 20.1 SVS will be entitled to recovery in full an administration fee equal to 10% of the contract sum together with any and all other reasonable costs.

21. SEVERABILITY

- 21.1** In the event that any provision, clause and/or term of this Agreement are held to be invalid or unenforceable by any judicial or other competent authority all other provisions, clauses and/or terms will remain in full force and effect and will not in any way be impaired.
- 21.2** If any provision, clause and/or term contained herein is held to be invalid or unenforceable but would be valid or enforceable if some part or parts were deleted then the provision, clause and/or term will continue to apply with the minimum modification necessary to make it valid and enforceable.

22. NO WAIVER

- 22.1** Each of the rights conveyed under this Agreement may be exercised as often as is necessary and they are cumulative and not exclusive of any other rights that either Party may have under this Agreement, law or otherwise and no failure or delay by either Party in exercising any of its rights herein shall be deemed to be a waiver of that right and any waiver of a breach of any clause, term and/or provision shall not be deemed to be a waiver of any subsequent breach of the same or any other clause, term and/or provision.

23. NOTICES AND SERVICE OF INFORMATION

23.1 Any and all notices or information served and/or that are given under this Agreement will be in writing and in English and served on the addresses as set out above or at such other address as so notified from time-to-time and such notices will be served by hand and/or sent by first class, registered or recorded delivery and/or by email. Any such notice or information will be deemed served in the case of hand delivery if delivered by 4pm, on the same day or, in the case of first class, registered or recorded delivery post or hand delivery after 4pm, on the next Business Day after posting and in the case of an email, if sent by 4pm on the day of sending or if after 4pm on the next Business Day after sending.

24. THIRD PARTIES

24.1 The parties agree that a person or business that is not a party to this agreement will not have any rights under or connection to them by virtue of the Contracts (Rights of Third Parties) Act 1999.

25. DATA PROTECTION

25.1 For the purposes of the Data Protection Act 1998 and the General Data Protection Regulations the Parties shall procure any data subject and/or personal data consents necessary for the effective processing by SVS of any relevant data provided relating to the provision of the Services and/or any Additional Services, if any, provided to the Client during the term or any extension thereof of this Agreement.

26. NON-ASSIGNMENT

26.1 This Agreement is personal to the Parties and therefore no Party may assign, licence or charge and/or attempt or purport to do so any of its rights, obligations and/or duties hereunder and/or delegate or otherwise in any way dispose of any of their rights, obligations and/or duties hereunder, without the express prior written consent of the other Party and for the avoidance of doubt this includes any holding company, affiliate or subsidiary as defined and/or provided for under the Act.

27. AMENDMENTS, MODIFICATIONS AND FURTHER AGREEMENTS

27.1 From time-to-time the Parties may consider and agree acting at all times in good faith that this Agreement requires amending or modifying in order to give business efficacy and commerciality to the relationship between the Parties and the Services and/or any Additional Services, provided by SVS. Therefore the Parties agree to collaboratively discuss, negotiate and agree any such amendments and/or modifications and/or variations to this Agreement and upon such agreement a revised, amended agreement will be prepared and/or a side agreement will be prepared which will, without objection, form part of this Agreement and the Parties agree unequivocally that they will remain bound and will fully adhere to the terms of this Agreement and any amended, modified or varied version and/or any side agreement.

27.2 The Parties further agree unconditionally to discuss, negotiate and enter into any and all further agreements, contracts, memorandum of understandings and/or arrangements which from time-to-time may be necessary and appropriate in order to ensure the successful and collaborative operation of this Agreement and the Services and/or Additional Services, if any, provided by SVS.

27.3 Furthermore, and from time-to-time either Party may require, in order to adhere to their respective and/or joint responsibilities and obligations as set out in this Agreement, information, documentation or correspondence from the other Party. The Parties therefore agree to provide any such reasonable information, documentation or correspondence to the requesting party without unreasonable delay or objection.

28. GOOD FAITH

28.1 The Parties will, at all times, exercise all of their rights, and perform all of their obligations, under this Agreement, in good faith and they will also co-operate fully in good faith with each other in order to resolve any issues, disagreements, breach(es), alleged breach(es) and/or disputes that may arise whatsoever between them and/or under and/or in connection with and/or in interpreting this Agreement with the intention and purpose of collaboratively achieving an agreed resolution of any such issue, disagreement, breach(es), alleged breach(es) and/or dispute.

29. DISPUTE RESOLUTION

29.1 The Parties accept and acknowledge that the terms of this Agreement are intended to regulate and promote a collaborative relationship of trust and Good Faith between them. Therefore, the Parties further accept and warrant to each other that it is not in their commercial, reputational and/or business interests to engage in any activity whatsoever to the detriment, whether actual or otherwise, of the other Party and this includes, but is not limited to the commencement of any litigious proceedings without first adhering to the express terms of this clause 29 and clause 28 above and the overall spirit and contents of this Agreement.

29.2 The Parties to this Agreement fully accept and understand that litigation can be expensive and damaging to their reputation and commercial interests and therefore in the event that any issues, disagreements, breach(es), alleged breach(es) and/or disputes whatsoever arises between them and/or under and/or in connection with and/or in interpreting this Agreement then the Parties unconditionally consent to enter into direct good faith negotiations and discussions with each other with the desire and intention of resolving any such issues, disagreements, breach(es), alleged breach(es) and/or disputes and prior to any recourse to litigation and/or the Courts.

29.3 In the event that such good faith negotiations and discussions do not resolve any issues, disagreements, breach(es), alleged breach(es) and/or disputes as set out above then the Parties agree unconditionally to refer such unresolved issues, disagreements, breach(es), alleged breach(es) and/or disputes to Mediation in order to utilise the experience of a professional Mediator who may be able to assist the Parties in resolving their issues, disagreements, breach(es), alleged breach(es) and/or disputes. Any such Mediation will be convened as soon as is practicable with the Parties mutually agreeing the Mediator and venue for the Mediation; however, if no such agreement can be reached after fourteen days the Parties further agree to refer any dispute or disagreement to “CEDR” (a Mediation provider whose address is, as at the date of this Agreement is: 100 St Paul’s Churchyard, London, EC4M 8BU) who will nominate in their absolute discretion the Mediator and venue for the Mediation. The costs of any Mediator, venue or Mediation provider will, without any deduction or offset whatsoever, be paid for equally by the Parties.

29.4 In the event that either Party refuse to engage in and/or comply with this clause 29 or clause 28 above and the spirit of the Agreement then the other Party may elect to commence legal proceedings and refer the Court to both Parties conduct on the question of the determination of payment of any and all legal costs, interest and disbursements.

30. FORCE MAJEURE

30.1 If SVS is totally or partially prevented or delayed in the performance of any of their respective or joint obligations under this Agreement by an Event of Force Majeure and SVS gives immediate notice in writing to the Client of such prevention giving the period for which it is estimated such prevention will continue and the Party, acting at all times in good faith and without delay, accepts such Event of Force Majeure then SVS shall be excused from its performance, obligations and responsibilities so affected as from the date of such notice for so long as such cause of delay shall continue provided that such a period of time does not exceed 20 (twenty) Business Days and

furthermore that SVS utilises their reasonable endeavours to ensure and procure that the minimal interruption as possible is caused to the Client and its conduct and business operation.

30.2 In the event that the Event of Force Majeure continues for 20 (twenty) Business Days then SVS will be permitted to immediately terminate this Agreement without any liability to the Client whatsoever and howsoever incurred by the Client and/or its contractual partners.

31. COVID-19

31.1 Further to the any event of force majeure if SVS is delayed or likely to be delayed in performing any of its obligations and responsibilities under these agreement for any period or periods of time caused directly or indirectly by any of the effects of the covid-19 pandemic (including but not limited to any government lockdown or geographical restrictions, positive covid-19 tests or 'track and trace' notifications of its employees or agents and/or from members of family and friends which lead to a period of self-isolation or positive covid-19 tests) then SVS will be granted an extension of time for the same period of time that they are delayed or likely to be delayed in delivering the services and/or any additional services. SVS will use their reasonable endeavours to minimise any such delays or disruption however any and all delays, costs, losses, liabilities, debts, fees or any other monies whatsoever incurred or arising as a result of the covid-19 pandemic will not be accepted, borne or paid for (in full or in part) by SVS.

32. GOVERNING LAW AND JURISDICTION

32.1 This agreement is governed and construed by the Laws of England and Wales, and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.