

General Terms and Conditions

These General Terms and Conditions apply to the supply of various IT support and telecommunications services by Knowall under individual Contracts, each of which is subject to both these General Terms and Conditions and the additional standard terms and conditions applicable to the relevant Service (each a “**Service Schedule**”).

1. Interpretation

1.1 When used in these General Terms and Conditions, in a Service Schedule or in a Contract, the following terms have the following meanings:

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| “Applicable Laws” | means any applicable law, statute, regulation, subordinate legislation, directive, regulation, policy, guidance, judgement, injunction, decree or order that is made or given by any government, agency thereof, or any regulatory body, of any country, the European Economic Area, or other national, federal, state, provincial or local jurisdiction. |
| “Available” | means that Services are available for use in accordance with the manner defined in the Service Schedule and “Availability” and “Non-Availability” shall be construed accordingly. |
| “Business Day” | means Monday to Friday, excluding English bank and public holidays. |
| “Cancellation Charges” | means the charge(s) which shall be payable by the Client to Knowall on termination of a Contract or part thereof, as set out in the Service Schedule. |
| “CEDR ADR Service” | means the alternative dispute resolution service administered by the Centre for Effective Dispute Resolution (https://www.cedr.com/). |
| “Charges” | means any amounts due to Knowall under a Contract. |
| “Contract” | means an individual contract for the provision of Services which is subject to these these General Terms and Conditions and the Service Schedule applicable to the relevant Service. |
| “Data Protection Legislation” | means: (i) the EU Data Protection Directive (Directive 95/46/EC), the Data Protection Act 1998 and Electronic Communications (EC Directive) Regulations 2003. (ii) the EU General Data Protection Regulation (Regulation (EU) 2016/679); and (iii) any other data protection laws and regulations, orders and any codes of practice, guidelines and recommendations issued by the Information Commissioner’s Office or any replacement or equivalent body, as amended and in force from time to time. |
| “Force Majeure” | means any cause beyond a party’s reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of government, highways authorities, public communications providers |

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| | or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of any Services Equipment (if any) or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party), or failure to obtain wayleaves or any other necessary consents or permissions having used reasonable endeavours to do so. |
| “Group Undertaking” | has the meaning given to such phrase in sections 1161 and 1162 of the Companies Act 2006. |
| “Initial Term” | has the meaning given to it in a Service Schedule. |
| “Network” | means the telecommunications network (including points of presence, network hubs, and host computers) owned, operated or used by Knowall or its suppliers in connection with the provision of the Services. |
| “Order” | means a request by the Client for Services in the format most recently notified by Knowall, which request may be accepted by Knowall in accordance with clause 2 of these General Terms and Conditions. |
| “Representative” | means the individual authorised by Knowall or the Client as the case may be to handle disputes under clause 16 of these General Terms and Conditions, as notified by one party to the other from time to time. |
| “Service Credits” | means reductions in certain charges or compensation payments in respect of Knowall failing to meet specified Service Levels, calculated in the manner set out in a Service Schedule. |
| “Service Levels” | means the service levels (if any) set out in a Service Schedule. |
| “Services” | means the services described in the relevant Service Schedule. |
| “Services Equipment” | means any apparatus, equipment and cabling provided by Knowall at a Site as an essential part of providing Services under the terms of a Contract. |
| “Site” | means the premises or other locations from and to which Services are to be provided to the Client or a User as specified in a Contract. |
| “User” | means any person authorised by the Client to use or benefit from the Services. |

- 1.2 Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate and unincorporate; and in each case vice versa.
- 1.3 Headings are inserted for convenience only and shall not be used in any way to interpret the provisions of this these General Terms and Conditions, a Service Schedule or any Contract.
- 1.4 The expressions “Client” and “Knowall” shall include their respective successors and permitted assigns and their respective employees and agents.
- 1.5 Other than the Client's obligation to pay the Charges, time will not be of the essence and any dates given are estimates only.

- 1.6 Where a Contract comprises multiple Services, the Client's right of termination, the treatment of any support issue and any Service Credits due will be construed in relation to the affected Services only.
- 1.7 Any undertaking by the Client to do or not to do any act or thing shall be deemed to include an undertaking to procure or not to permit or suffer the doing of that act or thing.

2. Orders and Contracts

- 2.1 The Client shall place Orders on Knowall in accordance with the procedures set out in this clause 2 and, as applicable, the Service Schedule.
- 2.2 Orders shall be placed as follows:
 - 2.2.1 the Client may request Knowall to provide specific Services. The request must include sufficient detail to enable Knowall to accurately prepare a quotation for the Client;
 - 2.2.2 on receipt of a request for Services under clause 2.2.1 Knowall shall submit a quotation for the required Services; and
 - 2.2.3 if the Client accepts Knowall's quotation for the Services, Knowall shall prepare an Order for the Services which shall constitute an offer by the Client to purchase the Services specified in the Order in accordance with and subject to the terms of these General Terms and Conditions and the relevant Service Schedule.
- 2.3 Once accepted in writing by Knowall, the Order forms a binding Contract between Knowall and the Client.
- 2.4 Nothing in these General Terms and Conditions or a Service Schedule obliges Knowall to accept any Orders or to provide any Services, unless and to the extent that a Contract is formed pursuant to these General Terms and Conditions.
- 2.5 Any standard or pre-printed conditions contained on any quotation, order, acknowledgement of order, invoice or similar document have no effect and do not apply to these General Terms and Conditions or a Contract.
- 2.6 In the event of any conflict between different parts of these General Terms and Conditions, a Service Schedule and/or a Contract, the following order of precedence (in descending order of importance) applies:
 - 2.6.1 with regard only to the specific Contract to which they apply, any special conditions contained in an accepted Order;
 - 2.6.2 the terms and conditions set out in the Service Schedule; and
 - 2.6.3 these General Terms and Conditions.

3. Services

- 3.1 Knowall shall supply the Services to the Client in accordance with the Contract.

4. Equipment

- 4.1 Property in and ownership of the Services Equipment remains with Knowall or its suppliers at all times.
- 4.2 Risk in and liability for Services Equipment passes to the Client on delivery of each item thereof. the Client must insure the Services Equipment in respect of all relevant risks from delivery. the Client will provide a copy of the insurance policy to Knowall upon request.
- 4.3 The Client must:
 - 4.3.1 not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Services Equipment or suffer any distress, seizure or execution to be levied against any Services Equipment;
 - 4.3.2 keep the Services Equipment at the Site and stationary at all times;
 - 4.3.3 house, keep and use any Services Equipment in accordance with any written instructions notified to the Client by Knowall from time to time or, in the absence of such instructions, to the same standard as a reasonable owner of the Services Equipment would if it were their property;
 - 4.3.4 in the case of an emergency, take whatever steps as are reasonably necessary to safeguard the Services Equipment and notify Knowall as soon as possible of the circumstances of such emergency;

- 4.3.5 not remove, tamper with or obliterate any words or labels on the Services Equipment or any part thereof; and
- 4.3.6 permit Knowall or its agent to inspect, test and maintain the Services Equipment at all reasonable times and on reasonable notice.
- 4.4 The Client must immediately notify Knowall of any loss or damage to any Services Equipment. Without prejudice to Knowall's other rights and remedies, where the Client breaches the provisions of this Clause 4:
 - 4.4.1 the Client indemnifies and promises to pay on demand Knowall for the costs of repairing or replacing any Services Equipment damaged by the Client's breach of this Clause 4 (whether as a result of the Client's or End Users acts or omissions); and
 - 4.4.2 Knowall will not be liable to the Client for any failure to provide the Product as a result thereof. Knowall does not provide any warranty in respect of any Services Equipment but, where possible, will provide the Client with the benefit of any manufacturer's warranty.

5. Sites and access

- 5.1 To the extent reasonably necessary, the Client must procure at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for Knowall to deliver, install and provide the Services at the Sites.
- 5.2 Where Services Equipment is required to be installed at a Site, the Client must prepare the Site in accordance with Knowall's reasonable instructions.
- 5.3 To enable Knowall to carry out its obligations and exercise its rights under a Contract, the Client must upon request of Knowall, permit or procure permission for Knowall or anyone acting on Knowall's behalf to access the Site at all reasonable times. Knowall will not be liable for any failure to provide the Services to the extent caused by the Client's failure to comply with this clause 5.3.
- 5.4 The Client will provide or procure a safe working environment at the Site for Knowall employees and anyone acting on Knowall's behalf. Knowall employees or anyone acting on Knowall's behalf will observe the reasonable regulations affecting the Site as previously advised in writing to Knowall.

6. Charges

- 6.1 The Client shall pay to Knowall the Charges and any other charges due under the Contract. The Client shall pay each invoice issued by Knowall within thirty (30) days of receipt, except where the invoice is the subject to a dispute pursuant to clause 6.4. The Client shall make payment in full (without any set-off, deductions or withholding) by direct debit or bank transfer to the account specified on Knowall's invoice.
- 6.2 All sums due to Knowall under the Contract are exclusive of Value Added Tax (VAT), which shall be added to the Charges and paid by the Client.
- 6.3 Without prejudice to its other rights under the Contract, Knowall reserves the right to charge daily interest on outstanding amounts, until payment in full is received by Knowall, at a rate equal to four (4) per cent per annum above the Bank of England base rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of the Contract.
- 6.4 If the Client, acting in good faith, disputes that an amount is due or an invoice is valid, the Client shall pay the undisputed portion in accordance with clause 6.1 and within ten (10) Business Days of the date of the invoice provide Knowall with a written explanation why the amount is in dispute, including supporting evidence (the "Disputed Invoice Notice"). The parties shall then use all reasonable endeavours to resolve the invoicing dispute. If the invoicing dispute is not resolved within ten (10) Business Days of receipt of the Dispute Invoice Notice, then the invoicing dispute will be resolved in accordance with clause 16.

7. Warranties and Representations

- 7.1 Each party warrants that:
 - 7.1.1 it is validly incorporated under the laws of the place of its incorporation and has the power and authority to carry on its business as that business is now being conducted;

- 7.1.2 it has the power, capacity and authority to enter into and perform its obligations under a Contract;
and
- 7.1.3 each Contract is executed by its duly authorised representative.
- 7.2 Knowall warrants that the Services shall be provided in compliance with all Applicable Laws and that Knowall will obtain all licences and permits required to comply with all Applicable Laws.
- 7.3 Knowall warrants that the provision of the Services will not in any way constitute an infringement or other violation of any intellectual property rights of any third party and that Knowall has obtained valid licences of all intellectual property rights which are necessary to the performance of the Services.
- 7.4 Save as expressly set out in the applicable Service Schedule or in the Contract, all conditions and warranties, express or implied, statutory or otherwise, (including but not limited to any concerning the fitness of the Services or any part thereof for a particular purpose) are hereby excluded.

8. Limitation of Liability

- 8.1 This clause 8 sets out each party's entire liability (including any liability for the acts and omissions of its employees or agents) to the other party in respect of:
 - 8.1.1 any breach of its contractual obligations arising under the Contract; and
 - 8.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract,
(a "Default").
- 8.2 Each party's liability to the other party for any fraudulent misrepresentation or for breach of its payment obligations or for death or personal injury resulting from its own negligence or the negligence of its employees or agents while acting in the course of their employment, or under any indemnities granted under the Contract (save as expressly stated otherwise), or for any breach of any obligations imposed by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 shall not be limited or excluded.
- 8.3 Subject to clause 8.2, each party's entire liability in respect of any Default or series of connected Defaults shall be limited to damages not exceeding the greater of:
 - 8.3.1 one hundred thousand pounds (£100,000); and
 - 8.3.2 one hundred and fifty percent (150%) of the annual Charges payable by the Client for the affected Service,
provided that maximum aggregate liability of each party in respect of all Defaults or series of connected Defaults in any twelve (12) month period shall be the greater of two hundred thousand pounds (£200,000) or three hundred percent (300%) of the annual Charges payable by the Client for the affected Service.
- 8.4 Subject to clause 8.2, neither party shall be liable to the other party in respect of any Default for:
 - 8.4.1 loss of profits;
 - 8.4.2 loss of business;
 - 8.4.3 loss of revenue;
 - 8.4.4 loss of goodwill;
 - 8.4.5 loss, corruption or destruction of data;
 - 8.4.6 loss of or damage to reputation;
 - 8.4.7 loss of anticipated savings and interest;
 - 8.4.8 increased operation costs and/or increased maintenance costs; or
 - 8.4.9 any type of special, indirect or consequential loss (including loss or damage suffered by the other party as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the party had been advised of the possibility of the other party incurring the same.
- 8.5 A failure by either party to perform its obligations under the Contract shall not be treated as a Default if and to the extent that such failure was caused by a Default of the other party.
- 8.6 The provisions of this clause 8 shall continue to apply after the termination or expiry of the Contract.

9. Service Levels

- 9.1 If the Services are subject to Service Levels, then Knowall shall use reasonable endeavours to provide the Services in accordance with such Service Levels. The Client may be entitled to Service Credits calculated in the manner set out in the SLA of the Service Schedule. Subject to any right to terminate the relevant Service(s) as set out in the applicable Service Schedule, such Service Credits shall be the Client's sole and exclusive remedy with respect to such failure to meet the Service Levels and shall be in lieu of any other remedy which the Client may have at law.
- 9.2 Subject to clause 9.1, Knowall shall have no other liability in contract, tort or otherwise howsoever arising, including negligence in respect of any loss or damage the Client may suffer as a result of Knowall failing to provide the Services in accordance with the Service Levels.
- 9.3 The Client must claim Service Credits in writing within one (1) month of the end of the one-month period (or other relevant period) in which the right to the Service Credit arose. Failure to submit a claim in accordance with this clause 9.3 shall result in the Client's right to claim such Service Credit being forfeited.
- 9.4 All valid claims will be settled by the issue of a credit note which may be used to offset future invoices. Credit notes will be issued within thirty (30) days of the end of the period in which the Client's entitlement to a Service Credit arose. Upon expiry or termination of the Contract, the Client may request an outstanding credit note to be settled by the issue of a payment to reduce the account to zero.

10. Suspension of Services

- 10.1 Knowall may at its sole discretion suspend the Services or the Contract, either in whole or in part, if:
- 10.1.1 the Client has failed to pay any undisputed amount due under the relevant Contract within three (3) Business Days of receipt of a written reminder from Knowall, or Knowall has reasonable grounds to believe that the Client will not or is unable to make any payment which is due or is to fall due to Knowall hereunder; or
 - 10.1.2 Knowall is entitled to terminate the Contract or the Services; or
 - 10.1.3 the Client or a User is using the Services in breach of any acceptable use policy published by Knowall or its supplier; or
 - 10.1.4 Knowall is aware of or has reasonable grounds to suspect abuse (including fraudulent or criminal use) of the Services, or has reasonable grounds to believe that the Client has failed to comply with its obligations under a Service Schedule;
 - 10.1.5 the Client engages in activities that, in Knowall's sole and reasonable discretion, may cause disruption or damage to the Network or the systems of Knowall or its supplier; or
 - 10.1.6 Knowall or its supplier is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
 - 10.1.7 Knowall or its supplier needs to carry out emergency maintenance work on the Network or other systems.
- 10.2 If Knowall suspends the Services or the Contract (or part thereof) as a result of an event referred to in clause 10.1.1 to 10.1.5 (inclusive):
- 10.2.1 the Charges shall continue to be payable; and
 - 10.2.2 the Client shall reimburse Knowall all costs and expenses incurred in connection with the suspension and/or the recommencement of the Services.
- 10.3 If Knowall suspends the Services (or part thereof) pursuant to clauses 10.1.6 or 10.1.7 it shall, whenever reasonably practicable, give prior notice of such suspension to the Client, such notice to state the grounds of such suspension and its expected duration. Knowall shall in such circumstances use reasonable endeavours to resume the Services as soon as is practicable, provided that Knowall shall be under no obligation to resume provision of such Service unless and until it is satisfied the grounds for suspension no longer exist and the Client shall provide reasonable cooperation to Knowall in establishing that such is the case.
- 10.4 Knowall shall not be liable for any loss, damage or inconvenience suffered by the Client as a result of any suspension made pursuant to clause 10.1.

11. Termination

- 11.1 Subject to any different provisions regarding duration and termination set out in the applicable Service Schedule, each Contract shall come into force on and with effect from the date of Knowall's acceptance of the Order and, subject to the terms hereof, shall continue in force until terminated in accordance with the terms set out in the relevant Service Schedule.
- 11.2 Either party shall have the right (without prejudice to its other rights) to terminate the Contract forthwith (except where stated otherwise below) by notice in writing to the other party in any of the following events:
- 11.2.1 a liquidator (other than for the purpose of solvent amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the other party or the other party enters into an arrangement or composition with its creditors generally, or if the other party becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or other circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to the other party; or
 - 11.2.2 the other party fails to make any payment when it becomes due to the first party and has failed to make full payment within seven (7) days of the date that such payment become due; or
 - 11.2.3 the other party commits a material breach (save for a material breach in relation to payment in relation to which clause 11.2.2 applies) of the Contract and (in the case of a remediable breach) fails to remedy the breach within fourteen (14) days; or
 - 11.2.4 the other party has provided the first party with any false information or made a material misrepresentation for the purpose of obtaining the Services (or any part thereof); or
 - 11.2.5 the other party is suspected, in the first party's reasonable opinion, of involvement with fraud or attempted fraud or any other criminal offence in connection with the use of the Services; or
 - 11.2.6 the terminating party is instructed to do so by a court of law, regulator or other appropriate authority.
- 11.3 In the event that the Contract is terminated other than by the Client pursuant to clause 11.2, then the Client shall pay to Knowall all arrears of charges payable under the Contract up to the date of termination, in addition to any Cancellation Charges payable.
- 11.4 Upon termination of the Contract for any reason the Client shall cease to make use of the Services and shall permit Knowall or any nominated representative of Knowall to enter the Sites during any Business Day for the purpose of removing any or all of the Services Equipment.
- 11.5 Termination of the Contract shall be without prejudice to any accrued rights and obligations of the parties under the Contract as at the date of termination, and shall not affect the continuing rights and obligations of the parties under any other provision of the Contract which is required to give effect to such termination or the consequences of such termination.

12. Intellectual Property Rights

- 12.1 Except as expressly provided otherwise in the Contract, all intellectual property rights shall remain the property of the party creating or owning the same and nothing in the Contract shall be deemed to confer any assignment or licence of the intellectual property rights of one party and to the other party.

13. Confidentiality

- 13.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of the Contract and which is of a confidential nature ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights under the Contract, provided that this obligation shall not apply to Confidential Information which:

- 13.1.1 the receiving party can prove was already in its possession at the date it was received or obtained;
or
 - 13.1.2 the receiving party obtains from some other person without any breach of confidentiality; or
 - 13.1.3 comes into the public domain otherwise than through the default or negligence of the receiving party or which is independently developed by or for the receiving party without use of the other party's Confidential Information; or
 - 13.1.4 the receiving party is under a mandatory obligation to disclose to a government body, court, agency or regulatory body.
- 13.2 Each party shall ensure that its employees, agents and sub-contractors are bound by an undertaking in substantially the same terms as contained in this clause 13.
- 13.3 The obligations in this clause 13 shall continue in force after expiry or termination of the Contract.
- 13.4 The details of each Contract shall be deemed Confidential Information.

14. Data Protection

- 14.1 When used in this clause:
- 14.1.1 the terms "controller", "processor", "processing", "personal data breach" and "personal data" have the meanings given to them in Data Protection Laws; and
 - 14.1.2 "Client Personal Data" means any personal data provided by the Client to Knowall in connection with the Services.
- 14.2 The parties agree that, in respect of any Client Personal Data that is provided by the Client to Knowall then, for the purposes of the Data Protection Legislation, the Client is the controller and Knowall is the processor of such Client Personal Data.
- 14.3 Knowall will at all times:
- 14.3.1 process the Client Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Contract and in accordance with the Client's lawful written instructions from time to time;
 - 14.3.2 ensure the reliability of all its personnel who have access to Client Personal Data and, in particular, ensure that any person authorised to process Client Personal Data in connection with the Contract is subject to a duty of confidentiality;
 - 14.3.3 provide the Client, at the Client's own expense, with reasonable co-operation and assistance in relation to the Client's obligations and rights under Data Protection Legislation;
 - 14.3.4 implement and maintain technical and organisational measures against the unauthorised or unlawful processing to, and the accidental loss or destruction of, or damage to, Client Personal Data;
 - 14.3.5 promptly notify the Client, and provide such co-operation, assistance and information as the Client may reasonably require, if Knowall:
 - 14.3.6 receives any complaint, notice or communication which relates to the processing of the Client Personal Data under the Contract or to either party's compliance with Data Protection Legislation; or
 - 14.3.7 becomes aware of any personal data breach unless it is unlikely to result in a risk to a data subject;
 - 14.3.8 keep a written record of all processing of Client Personal Data carried out in the course of the Services and provide the Client or its third-party representatives a copy of Knowall's most recent audit results to demonstrate Knowall's compliance with its obligations as a processor under the Contract; and
 - 14.3.9 destroy or, if required by the Client and at the Client's cost, return all Client Personal Data that it processes acting on behalf of the Client and has in its possession and delete existing copies of such data unless Applicable Laws requires storage of the Client Personal Data.
- 14.4 The Client warrants that it will comply with its obligations under the Data Protection Legislation.

15. Force Majeure

- 15.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Contract, to the extent that such failure is due to any event of Force Majeure.
- 15.2 A party affected by a Force Majeure Event shall:
- 15.2.1 promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event;
 - 15.2.2 use its reasonable endeavours to remedy, or mitigate the effect of the Force Majeure Event;
 - 15.2.3 continue to perform its obligations under the Contract to the extent possible during the period of the Force Majeure Event (but the Client shall not be required to pay Charges for Services to the extent it does not receive such Services because of the Force Majeure Event).
- 15.3 If an event of Force Majeure prevents a party performing its obligations under the Contract for a period of more than ninety (90) days, either party may terminate forthwith such part of the Contract as is affected by the event of Force Majeure by serving written notice on the other party.

16. Disputes

- 16.1 Any disputes, controversies or claims arising out of these General Terms and Conditions or a Contract shall first be referred to the parties' respective Representatives. The respective Representatives will review the nature of the dispute together within thirty (30) days of the dispute arising and if they cannot reach agreement on the dispute within such thirty (30) day period, the matter shall be referred to the Chief Executive Officer or Managing Director of that part of the relevant party's business which is responsible for performing the obligations of that party under these General Terms and Conditions. If the Chief Executive Officer or Managing Director are themselves unable to resolve the matter within thirty (30) days of the first request to do so, the parties shall be free to pursue the matter in accordance with clause 16.2.
- 16.2 Any dispute, controversy or claim which remains unresolved following escalation in accordance with clause 16.1 shall be resolved in accordance with the CEDR ADR Service or such other alternative dispute resolution procedure as the parties may agree.

17. Assignment

- 17.1 Subject to clauses 17.2 and 17.3, neither party shall assign, delegate or otherwise deal with all or any of its rights and obligations under a Contract without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 17.2 Either party shall be entitled to assign, delegate or otherwise transfer all or any of its rights to a Group Undertaking of sufficient financial standing to meet its obligations under or a Contract without the need for the other party's consent by giving written notice to the other party.
- 17.3 The Client acknowledges that Knowall may utilise facilities provided by a third party for all or part of the Services or sub-contract all or part of the Services to a third party.
- 17.4 No assignment, delegation, sub-contracting or other dealing with a party's obligations under a Contract shall relieve that party of liability for any failure to fulfil such obligations.

18. Notices

- 18.1 Any notice which may be given by either party under a Contract shall be left at or sent by post or, except in respect of notices served pursuant to clauses 12 or 13, by electronic mail, to the other party's registered office or any other address notified to the first party in writing by the other party for that purpose.
- 18.2 Any such communication shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of hand delivery (immediately if during normal hours of business), post (two (2) Business Days after posting) or facsimile transmission (next Business Day after successful transmission). Any communication by electronic mail shall be deemed to have been made on the Business Day on which the communication is first stored in the other party's electronic mail-box.

19. Severance

19.1 If any provision of a Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:

19.1.1 the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; or

19.1.2 to the extent that modification under Clause 18.1(a) cannot be implemented, such provision or part-provision shall, to the extent required, be deemed not to form part of such Contract, and the validity and enforceability of the other provisions of such Contract shall not be affected

20. Third Parties

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

21. Entire Agreement

21.1 Each Contract and any other documents expressed by these General Terms and Conditions or a Service Schedule to be incorporated in the Contract constitute the entire understanding between the parties relating to the subject matter hereof and supersede all prior writings, negotiations or understandings with respect thereto.

22. Relationship of the Parties

22.1 Nothing in a Contract shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

23. Waiver

23.1 No failure to exercise nor any delay in exercising any right, power, privilege or remedy under a Contract shall impair or operate as a waiver thereof in whole or in part.

23.2 No single or partial exercise of any right, power privilege or remedy under a Contract shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

24. Invalidity

24.1 If any provision of these General Terms and Conditions or a Service Schedule 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 these General Terms and Conditions or the Services Schedule in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of these General Terms and Conditions and the Service Schedule in any other jurisdiction shall not be affected.

25. Variation

25.1 A Contract may only be amended upon the written agreement of the parties, signed by duly authorised representatives of both parties.

26. Governing Law and Jurisdiction

26.1 Each Contract shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.