

1 INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Client: the person or firm who purchases the Services from scarlettabbott.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.9.

Contract: means the Estimate, Order, Specification and these Conditions between scarlettabbott and the Client for the supply of Services.

Estimate: the fee for the Services to be provided to the Client by scarlettabbott.

Final Client Deliverables: the deliverables set out in the Specification. For the avoidance of doubt Final Client Deliverables does not include Artwork Files (as defined in Clause 6.3).

Force Majeure Event: has the meaning given in clause 13.1(a).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Client's written or verbal agreement with the Estimate for the supply of Services and Final Client Deliverables.

scarlettabbott: scarlettabbott Ltd (Company No: 05265422) whose registered office is situated at The Old Chapel, 27a Main Street, Fulford, YO10 4PJ and is a wholly owned subsidiary of The Scarlettabbott Group Limited.

scarlettabbott Materials: all materials, equipment, documents and other property owned by and belonging to scarlettabbott.

Services: the services supplied by scarlettabbott to the Client as set out in the Specification.

Specification: the description of the Services and Final Client Deliverables (including any Specified Purpose for the Services and/or Final Client Deliverables) as agreed between scarlettabbott and the Client.

Specified Purpose: The proposed use of the Final Client Deliverables by the Client as detailed in the Specification.

Website: www.scarlettabbott.co.uk

1.2 Construction

In these Conditions, the following rules apply:

- a) A person includes a natural persons, corporate or unincorporated body (whether or not having separate legal personality);
- b) A reference to a party includes its personal representatives, successors or permitted assigns;
- c) A reference to a statute or statutory provision is a reference to such statute or statutory provisions as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e) A reference to writing or written includes faxes and emails.

2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase the Services in accordance with the Estimate, and these Conditions.

2.2 The Order shall only be deemed to be accepted when scarlettabbott confirms such acceptance and issues the Specification, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by on behalf of scarlettabbott which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by scarlettabbott and any descriptions or illustrations included on the Website or contained in any of scarlettabbott's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or any other contract between scarlettabbott and the Client for the supply of Services.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any inconsistency between the Estimate, Order, Specification and Conditions, the order of precedence shall be as follows: (1) Conditions; (2) Estimate; (3) Order; (4) Specification.

2.6 Any Estimate given by scarlettabbott shall not constitute an offer, and is only valid for a period of 60 (sixty) days from its date of issue.

3 SUPPLY OF SERVICES

3.1 scarlettabbott shall provide the Services to the Client in accordance with the Specification in all material respects, and shall provide the Final Client Deliverables as specified in the Specification.

3.2 scarlettabbott shall use all reasonable endeavours to meet the performance dates for the Services specified in the Estimate and/or Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. For the avoidance of doubt, scarlettabbott shall not be liable where performance dates are not met for reasons of (including but not limited to) the Client's delay in providing necessary information or materials to scarlettabbott.

3.3 scarlettabbott reserves the right to make any changes to the Services, which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and scarlettabbott shall notify the Client in any such event.

3.4 The Services will be provided using reasonable care and skill.

4 DELIVERY OF THE FINAL CLIENT DELIVERABLES

4.1 Delivery of the Final Client Deliverables shall be completed on the Final Client Deliverables' arrival at the location as notified by the Client to scarlettabbott for delivery.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not the essence. scarlettabbott shall not be liable for any delay in delivery of the Final Client Deliverables that is caused by a Force Majeure Event or the Client's failure to provide scarlettabbott with adequate delivery instructions or any other instructions that are relevant to the supply of the Final Client Deliverables.

4.3 If scarlettabbott fails to deliver Final Client Deliverables, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Final Client Deliverables. scarlettabbott shall have no liability for failure to deliver Final Client Deliverables to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Final Client Deliverables.

4.4 The Client shall not be entitled to reject the Final Client Deliverables if scarlettabbott delivers up to and including 10% more or less in quantity of the Client Desirables ordered, and a pro rata adjustment shall be made to the invoice on receipt of notice from the Client that the wrong quantity of Final Client Deliverables was delivered.

5 CLIENT OBLIGATIONS

5.1 The Client shall:

- a) ensure that the information provided in the Estimate, Order and Specification are complete and accurate;

- b) co-operate with scarlettabbott in all matters relating to the Services;
 - c) provide scarlettabbott with such information and materials as scarlettabbott may reasonably require to supply the Services in a timely manner, and ensure that such information is accurate in all material respects;
 - d) be responsible for checking, on receipt of proof material, that all details contained on or in any Final Client Deliverables are accurate in all respects, including, but not limited to spelling, colours, information and advert placements;
 - e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - f) keep and maintain all scarlettabbott Materials at the Client's premises in safe custody at its own risk, maintain scarlettabbott Materials in good condition until returned to scarlettabbott and not dispose of or use the scarlettabbott Materials other than in accordance with scarlettabbott's written instructions or authorisation;
 - g) nominate a person who is at all material times authorised to make decisions on behalf of and to bind the Client and who will liaise directly with scarlettabbott in relation to the Services; and
 - h) remove any items present in connection with the Contract from any location in a timely manner without causing any disturbance. In the event that the Client fails to fulfil this obligation scarlettabbott at its complete discretion reserves the right to arrange for the removal and storage of any such items and thereafter render an invoice for such removal and storage to the Client.
- 5.2 If scarlettabbott's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- a) scarlettabbott shall, without limiting its other rights or remedies, be entitled to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays scarlettabbott's performance of any of its obligations;
 - b) scarlettabbott shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from scarlettabbott's failure or delay to perform any of its obligations in this clause 5.2; and
 - c) the Client shall reimburse scarlettabbott on written demand for any costs or losses sustained or incurred by scarlettabbott arising directly or indirectly from the Client Default.

6 FEES AND PAYMENTS

- 6.1 The fee for Services shall be the fee set out in the Estimate.
- 6.2 Direct material costs associated with the Services, including travelling, telephone, fax, photocopying and courier charges are not included in the Estimate and will be charged to the Client on completion of the Services.
- 6.3 For the avoidance of any doubt, the fee specified in the Estimate is for the performance of the Services and the Final Client Deliverables only. This fee does not include the provision of reports, communication tools, design concepts, layouts, visuals or native, background or layered artwork files (together referred to as "**Artwork Files**").
- 6.4 If the Client wishes to purchase any Artwork Files, the Client should indicate the same to scarlettabbott, before commencement of the Services, and scarlettabbott will prepare and issue a revised Estimate based on the provision of such Artwork Files.
- 6.5 If the Client decides that it wishes to purchase any Artwork Files once the Services have commenced, the Client should indicate the same to scarlettabbott. At scarlettabbott's sole discretion, scarlettabbott will prepare and issue a revised Estimate based on the provision of such Artwork Files which will, once agreed between the parties, take the place of the initial Estimate. The Client will not be entitled to terminate the contract if an agreement cannot be reached between the parties in relation to the provision of the Artwork Files.
- 6.6 If the Client decides that it wishes to purchase any Artwork Files once the Services have been completed, the Client should indicate the same to scarlettabbott. At scarlettabbott's sole discretion, scarlettabbott will prepare and issue an invoice based on the provision of such Artwork Files, payment for which should be made within seven (7) days of the invoice date.
- 6.7 scarlettabbott reserves the right to increase the price of the Services, by giving notice to the Client, at any time before delivery, to reflect any increase in the cost of the materials to scarlettabbott that is due to:

- a) any factor beyond the control of scarlettabbott (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b) any requests by the Client to change the Specification in respect of the Services; or
 - c) any delay caused by any instructions of the Client in respect of the Services or failure of the Client to give scarlettabbott adequate or accurate information or instructions in respect of the Services.
- 6.8 All invoices will be issued in accordance with the billing plan attached to the project.
 - 6.9 Subject to clause 6.7, upon acceptance of a completed credit form, receipt by scarlettabbott of 50% of the Estimate fee and satisfactory references, scarlettabbott may, at its sole discretion, offer the Client credit terms.
 - 6.10 Where credit terms are agreed pursuant to clause 6.9 the Client shall pay each invoice submitted by scarlettabbott:
 - a) within 30 (thirty) days of the date of the invoice; and
 - b) by cheque, BACS, CHAPS, electronic or telegraphic transfer made payable to scarlettabbott Limited: RBS, 27 Park Row, Leeds, LS1 5QB, Sort Code: 16 – 23 – 37, Account No: 00753667.
 - 6.11 Time for payment shall be of the essence.
 - 6.12 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by scarlettabbott to the Client, the Client shall, on receipt of a valid invoice from scarlettabbott, pay to scarlettabbott such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
 - 6.13 Without limiting any other right or remedy of scarlettabbott, if the Client fails to make any payment due to scarlettabbott under the Contract by the due date for payment ("**Due Date**"), scarlettabbott shall be entitled to charge interest on the overdue amount at the rate of 8% per cent per annum above the then current Bank of England base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement.
 - 6.14 scarlettabbott reserves the right to submit an invoice to the Client for services rendered to date where the completion of the Final Client Deliverables is either delayed by the Client for more than 30 days or is abandoned. Payment of such invoice shall be due within 7 (seven) days.
 - 6.15 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against scarlettabbott in order to justify withholding payments of any such amount in whole or in part.
 - 6.16 scarlettabbott may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by scarlettabbott to the Client.

7 TITLE AND RISK

- 7.1 The risk in the Final Client Deliverables shall pass to the Client on completion of delivery. For the avoidance of any doubt, Artwork Files will not pass to the Client on completion of delivery unless Artwork Files have been specifically included in the Estimate.
- 7.2 Title to the Final Client Deliverables (and Artwork files where they have been specifically included in the Estimate) shall not pass to the Client until scarlettabbott has received payment in full (in cash or cleared funds) for:
 - a) The Final Client Deliverables;
 - b) Artwork Files (where applicable); and
 - c) Any other goods or services that scarlettabbott has supplied to the Client in respect of which payment has become due.
- 7.3 If, before title to the Final Client Deliverables (and Artwork Files where applicable) passes on to the Client, the Client becomes subject to any of the events listed in clause 11.2, or scarlettabbott reasonably believes that any such event is about to happen and notifies the Client accordingly, then provided that the Final Client Deliverables (and Artwork Files where applicable) are still within the control of the Client and without limiting any other rights of remedy scarlettabbott may have, scarlettabbott may at any time require the Client to deliver up the Final Client Deliverables (and Artwork Files where

applicable) and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Final Client Deliverables (and Artwork Files where applicable) are stored in order to recover them.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services, including the Final Client Deliverables, and moral rights pursuant to Chapter IV of the Copyright, Designs and Patterns Act 1998, shall be owned by scarlettabbott.
- 8.2 Pursuant to these Conditions and upon payment in full by the Client to scarlettabbott (and receipt of which scarlettabbott has expressly acknowledged) of all sums due under the Contract, scarlettabbott shall issue to the Client a non-assignable, non-exclusive irrevocable licence to use all Intellectual Property Rights in the Final Client Deliverables for the Specified Purpose, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property Rights in the Final Client Deliverables whether occurring before, on or after the date of this licence.
- 8.3 The Client shall not permit a third party to use, amend, alter or otherwise deal with Intellectual Property owned by scarlettabbott in or arising out of or in connection with the Services or the Final Client Deliverables.
- 8.4 For the avoidance of doubt, no licence shall be granted to the Client until the conditions set out in clause 8.2 are satisfied.
- 8.5 The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Final Client Deliverables or Services, the Client's use of any such Intellectual Property Rights is conditional on scarlettabbott obtaining a written licence from the relevant licensor on such terms as will entitle scarlettabbott to license such rights to the Client.
- 8.6 scarlettabbott takes no responsibility for the infringement of any Intellectual Property Rights of any third party execution of the Client's instructions and it is the Client's entire responsibility to obtain all necessary licences or permissions and to indemnify scarlettabbott against all claims, actions, proceedings, costs and losses arising out of such an infringement. The Client warrants that it either owns or possesses valid licences or permissions to use any and all Intellectual Property Rights which subsist in any materials supplied by the Client to scarlettabbott.
- 8.7 All scarlettabbott Materials are the exclusive property of scarlettabbott.

9 CONFIDENTIALITY

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

10 PHOTOGRAPHIC LIBRARY IMAGES/VIDEO AND AUDIO FILES

The majority of photographic, video and sound libraries offer three types of licence models: royalty-free ("RF"), rights-ready ("RR") and rights-managed ("RM"). Royalty-free does not mean there is no cost for the licence. Instead, royalty-free means that the licence fee is paid once and there is no need to pay additional royalties if the content is reused by one party. Royalty-free content is licensed for unlimited, perpetual use, and pricing is based on the file size. Rights-managed and rights-ready content is licensed for specific types of use, and pricing is based on factors such as size, placement, duration of use, and geographic distribution. Any licence fee paid to a photographic, video or sound library by scarlettabbott on behalf of the client is based on the usage information supplied by the client at the time of licence. The Client agrees to indemnify scarlettabbott, its subsidiaries, its affiliates and licensors against any losses, expenses, costs or damages howsoever incurred by any or all of them as a result of your breach of the terms of this agreement or your unauthorised use of the content and related rights. Scarlettabbott reserves the right to charge additional fees should the terms of licence and/or specific client usage change.

11 LIMITATION OF LIABILITY

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 NOTHING IN THESE CONDITIONS SHALL LIMIT OR EXCLUDE SCARLETTABBOTT'S LIABILITY FOR:
- A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS;
 - B) FRAUD OR FRAUDULENT MISREPRESENTATION;
 - C) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION);
 - D) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 (TITLE AND QUIET POSSESSIONS); OR
 - E) DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987.
- 11.2 SUBJECT TO CLAUSE 10.1 SCARLETTABBOTT SHALL NOT BE LIABLE TO THE CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE FOR ANY LOSS OF PROFIT, OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THE CONTRACT (INCLUDING ANY LOSSES THAT MAY RESULT FROM A DELIBERATE BREACH OF THE CONTRACT BY SCARLETTABBOTT, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS); AND
- 11.3 SCARLETTABBOTT'S TOTAL LIABILITY TO THE CLIENT IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, INCLUDING A DELIBERATE BREACH OF THE CONTRACT BY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS SHALL NOT EXCEED THE TOTAL COST OF THE SERVICES.
- 11.4 EXCEPT AS SET OUT IN THESE CONDITIONS, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.
- 11.5 THIS CLAUSE 10 SHALL SURVIVE TERMINATION OF THE CONTRACT.

12 TERMINATION

- 12.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than one months written notice.
- 12.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 (ten) days after receipt of notice in writing of the breach;
 - b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - e) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - f) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company)

- h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(b) to clause 11.1(i) (inclusive);
- k) the other party suspends, threatens to suspend, ceases to threatens to cease to carry on, all or substantially the whole of its business; or
- l) the other party (being an individual) dies or, by reasons of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.3 Without limiting its other rights or remedies, scarlettabbott may suspend the supply of Services under the Contract or any other contract between the Client and scarlettabbott if:

- a) the Client fails to pay any amount due under this Contract on the Due Date: or
- b) the Client becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(l), or scarlettabbott reasonably believes that the Client is about to become subject to any of them.

12.4 Without limiting its other rights or remedies, scarlettabbott may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this contract on the Due Date.

13 CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract for any reason:

- a) the Client shall immediately pay to scarlettabbott all of scarlettabbott's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted to the Client, scarlettabbott shall submit an invoice, which shall be payable by the Client immediately on receipt;
- b) the Client shall return all of scarlettabbott Materials to scarlettabbott and any Final Client Deliverables which have not been fully paid for. If the Client fails to do so, then scarlettabbott may enter the Client's premises and take possession of them. Until such they have been returned to scarlettabbott, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 GENERAL

14.1 Force Majeure

- a) For the purposes of this Contract, a Force Majeure Event means an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plants or machinery, fire, flood, storm or default of suppliers or subcontractors.
- b) scarlettabbott shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- c) If the Force Majeure Event prevents scarlettabbott from providing any of the Services for more than two weeks, scarlettabbott shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

14.2 Assignment and subcontracting

- a) scarlettabbott may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- b) The Client shall not, without the prior written consent of scarlettabbott, assign, transfer, charge, subcontract or deal in any other manner including Specified Purpose with all or any of its rights or obligations under the Contract.

14.3 Notices

- a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, by email or sent by fax to the other party's main fax number.
- b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.
- c) This clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action.

14.4 Waiver and cumulative remedies

- a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, not preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.5 Severance

- a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make legal, valid and enforceable.

14.6 Non-Solicitation

The Client agrees that they will not, either on their own account or in partnership or association with any person, firm, company or organisation or otherwise, whether directly or indirectly and during or for a period of twelve months from the end of the term of the Contract, solicit or entice away or attempt to entice away, or contract directly with, any employee of scarlettabbott who has worked on the Services provided under the Contract.

14.7 No partnership

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or a joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purposes. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.8 Third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.9 Variation

Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by scarlettabbott.

14.10 Governing law and jurisdiction

The Contract and any dispute or claim arising out of 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 irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.