

## Managed Services Terms and Conditions

### 1. Definitions and Interpretation

1.1 The following terms shall have the meanings set against them:

<b>“Additional Shift Rate Charges”</b>	Means the additional shift rate as set out in the pricing schedule;
<b>“Additional Weekly Charges”</b>	Means the additional weekly charges for the provision of the Managed Services beyond the Lighting Period as set out in the pricing schedule;
<b>“Intellectual Property Rights”</b>	Means all or any registered or unregistered intellectual property rights in any part of the world including patents, design rights, copyrights, trademarks, database rights, topography rights, know-how rights in inventions or ideas and rights to confidence, together with any rights to apply for any such intellectual property rights and the benefit of any applications for such intellectual rights;
<b>“Lighting Period”</b>	Means the period during which ISS Labour is engaged by A-Plant to provide the Managed Services in accordance with the terms of this Contract as may be extended by A-Plant in accordance with the provisions of Condition 3.4;
<b>“Managed Services”</b>	Means the supply, installation, operation, maintenance and recovery of the Managed Trackside Lighting and Safety Barrier Fencing;
<b>“Managed Trackside Lighting and Safety Barrier Fencing”</b>	Means the managed trackside lighting and/or safety barrier fencing more particularly described in the Purchase Order.
<b>“Price”</b>	Means the price payable by A-Plant for the provision of the Managed Services specified in the Purchase Order.
<b>“Requisite Consents”</b>	Means those permissions, consents, approvals, permits including track possessions or track restrictions as may be necessary for ISS Labour lawfully to commence and carry out the provision of the Managed Services;
<b>“Safety Barrier Fencing Shift”</b>	Means the period during which ISS Labour is engaged by A-Plant to provide the Managed Services in accordance with the terms of this Contract as may be extended by A-Plant in accordance with the provisions of Condition 3.4;
<b>“Security Interest”</b>	Any right of ownership, lien, mortgage, charge, pledge, hypothecation, attachment, assignment by way of security, right of possession, right of detention, right of set off, encumbrance or other security items;
<b>“Shift”</b>	Means a lighting shift to cover one single period of darkness in any 24 hour period, the start and end times of each Shift to be notified to ISS Labour by A-Plant;
<b>“Site”</b>	Means the site at which ISS Labour is to perform the Managed Services as more particularly described in the Purchase Order;
<b>“A-Plant Information”</b>	Means the information that A-Plant must provide to ISS Labour in relation to the Managed Services, as are more particularly described in Condition 4.1;
<b>“A-Plant Materials”</b>	All materials or equipment provided by A-Plant to enable ISS Labour to perform the Managed Services;
<b>“ISS Labour Equipment”</b>	Means the equipment provided by ISS Labour and any ancillary equipment used by ISS Labour as part of or in connection with the performance of the Managed Services;
<b>“ISS Labour Supervisor”</b>	Means the Managed Trackside Lighting and Safety Barrier Fencing Supervisor provided by ISS Labour to operate the Managed Trackside Lighting and Safety Barrier during the shift; and
<b>“Working Day”</b>	Means Monday to Friday, excluding bank and public holidays in the United Kingdom.

1.2 In this Contract, unless otherwise stated references to:-

- (a) The **“parties”** are references to the parties in this Contract;
- (b) **“Persons”** and **“parties”** include references to individuals, companies, corporations, partnerships and unincorporated associations;
- (c) A **“Third party”** is a reference to a person who is not a party to this Contract;
- (d) The singular shall include the plural and vice versa;

- (e) A gender include a reference to every gender;
- (f) A “**Condition**” is a reference to a Condition of this Contract;
- (g) An “**Appendix**” is a reference to an Appendix to this Contract;
- (g) A statute, statutory instrument, regulation, order or licence is a reference to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time; and
- (h) Any document or agreement is to that document or agreement as substituted, varied or amended from time to time.

1.3 The headings in this Contract are for convenience only and shall not affect the construction or interpretation of this Contract.

1.4 The Appendices form part of this Contract.

1.5 The expressions “**Include**” and “**Including**”, where used in this Contract, shall be construed as if immediately followed by the words “without limitation”.

## 2. Terms of the Agreement

2.1 **Incorporation:** These Conditions shall be incorporated into all quotations, offers, acceptances, agreements and contracts for the provision of the Services by ISS Labour to A-Plant. All terms and conditions of A-Plant are excluded, including any terms and conditions contained in or stated on the reverse of in any orders, offers, acknowledgements or acceptances tendered by or on behalf of A-Plant.

2.2 **Cancellation:** The Client shall be entitled to cancel the Contract provided that:

- (a) ISS Labour receives written notice of cancellation from A-Plant no less than 48 hours prior to the start of the relevant shift or after 4pm on a Thursday for the following weeks (“**the relevant time**”); and
- (b) ISS Labour shall remain liable to pay the Price for the supply of the Managed Services in question to the extent that the Price includes costs or expenses which ISS Labour has, at the time when the notice of cancellation is received, incurred or agreed to incur in connection with the supply of the relevant Managed Services, and ISS Labour is not reasonably able to avoid or mitigate those costs or expenses.

If A-Plant issues a notice of cancellation less than 48 hours before the relevant time or after 4pm on a Thursday for the following weekend works it will be liable for the full amount of the Price.

## 3. Engagement

3.1 **Engagement of ISS Labour:** A-Plant engages ISS Labour to perform the Managed Services for the Lighting Period and/or the Safety Barrier Fencing Shift and A-Plant agrees to pay for all Managed Services in accordance with the terms of this Contract.

3.2 **Standard of Care:** ISS Labour will perform the Managed Services with reasonable care and skill. Where in this Contract an obligation or requirement is stated in such a manner as not to specify in complete detail what ISS Labour is required to do in order to fulfil that obligation or requirement, then ISS Labour shall be entitled to determine what it is required to do, in its reasonable professional opinion. ISS Labour shall not be obliged to do anything which would or is likely to cause ISS Labour to be in breach of any applicable law, regulation, order or other matter of any kind having the force of law, whether local, national or European.

3.3 **Specification:** A-Plant acknowledges that the specification for the Managed Trackside Lighting and Safety Barrier Fencing, as set out in the Purchase Order, is based upon the requirements provided by A-Plant to ISS Labour, and that ISS Labour accepts no responsibility or liability for the adequacy of such specification to meet A-Plant’s actual requirements.

3.4 **Extension of the Lighting Period:** In the event that A-Plant wishes to propose an extension of the Lighting Period and/or the Safety Barrier Managed Shifts A-Plant shall be required to notify ISS Labour no less than 3 days in advance of such proposed extension. In the event that ISS Labour accept such extension A-Plant shall pay to ISS Labour the Additional Weekly Charges or part thereof. No extension shall be deemed accepted unless and until expressly agreed in writing.

3.5 **Maintenance and Repair Downtime:** A-Plant acknowledges that ISS Labour shall be entitled without liability to undertake maintenance and repair of the Managed Trackside Lighting and Safety Barrier Fencing at any time during the Lighting Period or Safety Barrier Managed Shifts. ISS Labour shall undertake such maintenance and repair at its own cost, except to the extent that repair to the Managed Trackside Lighting and Safety Barrier Fencing is required as the result of any of the matters specified in Condition 5.3, in which event such repair shall be undertaken at the cost of A-Plant by way of Additional Shift Rate Charge in accordance with Condition 5.3.

3.6 **Failure to Provide Requisite Consents:** A-Plant acknowledges that ISS Labour shall have no liability to A-Plant, and A-Plant shall hold ISS Labour harmless, in respect of any inability of ISS Labour to provide the Managed Services, to the extent that such inability arises as a result of A-Plant’s failure to provide any Requisite Consents.

3.7 **Installation and Recovery of the Managed Trackside Lighting and Safety Barrier Fencing:** Without limiting the generality of Condition 4.5 A-Plant shall provide ISS Labour with possessions that remain in force for a complete Shift on the Installation and Recovery Completion Dates (as specified in the Purchase Order) and ISS Labour shall have no liability to A-Plant for any delay in the installation or recovery of the Managed Trackside Lighting and Safety Barrier Fencing due to any cancellation in whole or in part of possessions. A-Plant shall be liable for all and any costs, expenses, liability, suffered by ISS Labour as a result of such delay or cancellation of such possessions.

## 4. Client Obligation

4.1 **A-Plant Information:** A-Plant shall provide all information and data necessary for the performance of the Managed Services by ISS Labour including without limitation the following:-

- (a) Details of the location of the Site;
- (b) Details of the exact mileage to be covered by the Managed Trackside Lighting and Safety Barrier Fencing;
- (c) The position of all lighting or Safety Barrier Fencing;
- (d) Complete and accurate Site access information;

- (e) Details of any Requisite Consents required together with confirmation that all such Requisite Consents have been obtained so as to enable ISS Labour to perform the Managed Services; and
- (f) Shift dates and times for the installation, operation and recovery of the Managed Trackside Lighting and Safety Barrier Fencing.

**4.2 A-Plant Warranty:** A-Plant warrants that A-Plant Information is complete, accurate and up-to-date in all material respects and free from errors. ISS Labour shall have no liability to A-Plant, and A-Plant shall hold ISS Labour harmless, in respect of ISS Labour's inability to provide the Managed Services or for the incomplete or incorrect performance of any Managed Services, to the extent that such inability, incompleteness or incorrectness arises as the result of any breach of the warranty contained in the previous sentence.

**4.3 A-Plant Availability:** A-Plant shall make available at all reasonable times without charge, appropriately qualified personnel to discuss and liaise with ISS Labour in relation to the performance of the Managed Services.

**4.4 Variation:** ISS Labour shall be entitled to alter its terms for the provision of the Managed Services (including without limitation increasing the Price) on the occurrence of any of the following:

- (a) A-Plant Information is subsequently found to be inaccurate, incomplete or not up to date;
- (b) A-Plant has not obtained the Requisite Consents either at all or with sufficient time for the commencement of the Managed Services; or
- (c) The Requisite Consents are cancelled in whole or in part prior to the completion of the Managed Services.

**4.5 Required Consents:** A-Plant shall ensure that ISS Labour has all the Requisite Consents required to bring onto the Site, install, operate, maintain and de-install the Managed Trackside Lighting and Safety Barrier Fencing during the Lighting Period. If there are any delays in the possessions or cancellations of any possessions required for the installation or recovery of the Managed Trackside Lighting and Safety Barrier Fencing, ISS Labour shall be entitled to charge A-Plant the Additional Weekly Charges pro rata for the period commencing from the Recovery Completion Date specified in the Purchase Order until the time that the recovery of the Managed Trackside Lighting and Safety Barrier Fencing has been completed, following any failure by A-Plant to obtain the Requisite Consents at all or in sufficient time to enable ISS Labour to provide the Managed Services

**4.5.1 Security of ISS Labour Equipment:** A-Plant shall ensure that ISS Labour Equipment is kept safe and secure and free from damage during the Lighting Period or Safety Barrier Fencing Shift, and, subject to the following provisions of this Condition 4.6, risk of loss of or damage to ISS Labour Equipment shall rest with A-Plant at all times. A-Plant shall indemnify ISS Labour and keep ISS Labour fully indemnified against any damage or loss to ISS Labour Equipment sustained or incurred at any time when such ISS Labour Equipment is at the Site, save to the extent that such loss or damage arises as the result of any wrongful act or omission on the part of ISS Labour. ISS Labour shall notify A-Plant of any loss of or damage to ISS Labour Equipment within five days of first becoming aware of the same.

**4.6 No Ownership:** A-Plant acknowledges and agrees that:

- (a) It has no property, right or interest in or lien of any kind in ISS Labour Equipment, title to which is, as between ISS Labour and A-Plant, vested in ISS Labour absolutely;
- (b) It has no right to, and shall not, assign, sub-lease, sub-contract or otherwise in any manner whatsoever to deal in or dispose of, ISS Labour Equipment or any part thereof; and
- (c) It shall not execute or permit to exist any Security Interest over ISS Labour Equipment or any part thereof.

## 5. Price

**5.1 Price:** In consideration for the performance of the Managed Services, A-Plant shall pay to ISS Labour the Price specified in the Purchase Order. A-Plant shall be obliged to pay the Price notwithstanding that ISS Labour may not have operated the Managed Trackside Lighting and Safety Barrier Fencing for a planned Shift where such failure to operate was a result of an event beyond ISS Labour's reasonable control.

**5.2 VAT:** The price of the Managed Services is exclusive of VAT.

**5.3 Additional Shift Rate Charges:** ISS Labour shall be entitled to make an additional charge, calculated in accordance with the Additional Shift Rate Charges and pro-rated where appropriate, in respect of any additional work required to be performed by or on behalf of ISS Labour to the extent that the same results or arises from

- (a) Abnormal wear and tear to ISS Labour Equipment;
- (b) A-Plant's failure to perform any of its obligations under this Contract; or
- (c) Any neglect, misuse, or moving, interference or tampering with the Managed Trackside Lighting and Safety Barrier Fencing by A-Plant, its employees, officers, agents, contractors or representatives, or any other third party;

**5.4 Variation of Price:** ISS Labour reserves the right to vary the Price of the Managed Services without notice if ISS Labour incurs any additional costs as a result of A-Plant Information not being complete, accurate and up to date in every respect, or any failure to obtain the Requisite Consents, or access to the Site being restricted for any reason.

**5.5 Payment of Additional Price:** The allocation and timing of any alteration or addition to the Price made pursuant to the Contract shall be at the sole discretion of ISS Labour, and ISS Labour shall be entitled to invoice A-Plant for the additional amount at any time.

## 6. Payment

**6.1 Time for Payment:** The time stipulated for payment of the Price and of all other sums due from A-Plant to ISS Labour shall be of the essence of the Contract. A-Plant shall pay the Price and all such other sums at the times specified in the Purchase Order. Where no time is specified A-Plant shall pay ISS Labour in accordance with the terms of clause 6.5 of Appendix 2.

**6.2 Interest:** Without prejudice to any other remedy which may be available to ISS Labour, if A-Plant fails to pay the any sum due to ISS Labour by the due payment date as determined in accordance with Condition 6.1, ISS Labour shall be entitled to charge A-Plant interest at the rate in force on the due date for payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 in the total amount outstanding. The period for which interest is due shall run from but excluding the due payment date until and including the date payment of any overdue amounts is received in full, after as well as before any judgment.

**6.3 No set off:** All payments by A-Plant to ISS Labour under this Contract shall be made free of any restriction or condition and without deduction or withholding (except to the extent required by law) on account of any other amount whether by way of set off or otherwise.

**6.4 Suspension:** In the event that A-Plant fails to make any payment to ISS Labour when due, ISS Labour shall have the right to suspend the operation of the Managed Services without liability. A-Plant shall be liable to pay for the Shifts which would otherwise have been operated during the suspension period as if such Shift had been performed. In the event that following the expiry of the period of suspension additional Shifts are required then A-Plant shall be liable to pay the Additional Weekly Charge or part thereof in respect of such additional Shifts.

## 7. Liability

- 7.1 Limit of Liability:** The maximum amount of ISS Labour's liability to A-Plant for claims for direct loss or damage made by A-Plant against ISS Labour whether in contract or in tort (including negligence on the part of ISS Labour, its servants or agents), arising out of or in connection with any defect in the Managed Services, or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract) on the part of ISS Labour, its employees, officers, agents, contractors or representatives in the performance of this Contract (including without limiting the generality of the foregoing, breach of any condition or warranty whether expressed or implied by statute, common law or otherwise howsoever) or any other cause of action of any kind, shall be limited to ten percent of the Price.
- 7.2 Excluded Types of Loss:** ISS Labour shall not be liable to A-Plant for any economic loss, loss of production, loss or profit, loss of opportunity, loss of bargain or any indirect or consequential injury, loss or damage, or any liability of A-Plant to any third party whether in contract or tort (including negligence on the part of ISS Labour, of its servants, agents or sub-contractors) arising out of or in connection with any defect in the Managed Services or the performance of the Contract, or any act, omission, neglect or default of ISS Labour, its employees, officers, agents, contractors or representatives.
- 7.3 Non-Excluded Types of Loss:** Nothing in this Contract shall limit or exclude the liability of ISS Labour in respect of:-
- (a) Death or personal injury resulting from the negligence of ISS Labour, its employees or agents; or
  - (b) Fraud or fraudulent misrepresentation.
- 7.4 Force Majeure:** ISS Labour shall not be liable to A-Plant in any way if it is unable to perform the Managed Services due to any event beyond its reasonable control.
- 7.5 Indemnity:** A-Plant shall fully indemnify ISS Labour and keep ISS Labour fully indemnified against any claim, demand or liability and any loss which arises as a result of any claim made by any third party in connection with the Managed Services.
- 7.6 Implied Warranty Exclusion:** Except as expressly stated in this Contract, ISS Labour makes no warranty whatsoever regarding the Managed Services. All warranties, conditions or terms implied by statute, common law, custom, trade or otherwise with respect to the condition, quality, performance, operation, fitness or suitability of the Managed Services, are hereby excluded to the fullest extent permitted by Law.

## 8. Intellectual Property Rights

- 8.1 Acknowledgement:** A-Plant acknowledges that all copyright and other intellectual property rights in and to the Managed Trackside Lighting and Safety Barrier Fencing or ISS Labour Equipment are and shall remain the sole and absolute property of ISS Labour and that no right, licence or permission is granted or right, title or interest transferred in respect of them, save for any licence expressly granted in this Contract.
- 8.2 Non Exclusive Licence:** A-Plant grants to ISS Labour a non-exclusive licence and right, without charge and without limit of time, to copy, reproduce, edit, adapt, modify, merge, use and do anything else with A-Plant Materials for the purpose of performing its obligations under this Contract, together with a right to sub-licence those rights. A-Plant warrants that it has the right to grant the licence and rights set out above and the exercise by ISS Labour of such licence, and rights will not (to the best of its knowledge) infringe the Intellectual Property Rights of a third party. A-Plant shall fully indemnify ISS Labour, its employees, officers, agents, contractors or representatives (together, "the indemnified parties") and keep the indemnified parties fully indemnified, from and against any and all actions, claims, demands, costs (including reasonable legal costs, expenses, loss, damage or liability suffered or incurred by any of them to the extent that the same arise as the result of any breach of any of the warranties given by A-Plant in this Condition 8.2.

## 9. Confidentiality

- 9.1 Confidential Information:** All information, of whatever kind and in whatever form, made available to or disclosed by one party to the other party for the purposes of or in connection with the Contract or the Managed Services, including information concerning its present activities or future plans or actual or potential business dealings or products, and the terms of the Contract ("Confidential Information") shall be regarded as and maintained confidential by the other party.
- 9.2 Permitted Uses:** ISS Labour shall be entitled to use Confidential Information of A-Plant to the extent required to perform the Managed Services and its obligations under this Contract generally but for no other purpose. A-Plant shall be entitled to use Confidential Information of ISS Labour for the purposes of performing its obligations under this Contract but for no other purpose.
- 9.3 Security:** Each party agrees to take all reasonable steps to keep the Confidential Information of the other party safe and secure and to prevent any unauthorised access, taking, using or copying of that Confidential Information.
- 9.4 Disclosure:** Each party agrees on behalf of itself and its staff not to disclose Confidential Information of the other party to any person, except that a party may disclose Confidential Information of the other party to the following types of person and subject to the terms of Condition 9.5:-
- (a) To any sub-contractor, sub-licensee or employee who reasonably needs to use that Confidential Information for the purposes permitted under Condition 9.2;
  - (b) To that party's shareholders, or any consultants or other professional advisers of that party, any insurer of that party, or any lender, security trustee, bank or other financial institution from whom that party is seeking or obtaining or has obtained finance, in each case to the extent that such persons need to see the same for the purposes of management of that party's business;
  - (c) To any person to whom disclosure is required by any applicable law, or the rules of any recognised stock exchange or regulatory body, or any written request of any taxation authority; and
  - (d) To any person where this is required in connection with a sale or other disposition of shares in that party or the whole or substantially the whole of the business and assets of that party.

- 9.5 Conditions of Disclosure:** A party proposing to disclose any Confidential Information shall only make such disclosure in good faith and in confidence, shall only disclose as much of the Confidential Information as is strictly necessary or is legally required, and shall use reasonable endeavours to ensure that the person to whom any Confidential Information is disclosed shall undertake to hold confidential that Confidential Information.
- 9.6 Excluded Information:** This Condition 9 shall not apply to Confidential Information of a party which:-
- (a) Is or falls into the public domain otherwise than as a result of a breach of the Contract by the other party; or
  - (b) With the exception of any Records, the other party can show was in its possession or known to it prior to that Confidential Information being made available or disclosed to it, or was acquired from a source other than the disclosing party, and was not to the best of its knowledge previously acquired in confidence from the disclosing party or a third party who was under an obligation of confidentiality to the disclosing party; or
  - (c) Was developed by the other party independently of the Confidential Information and not in performance of the Contract.

## 10. Non Solicitation

A-Plant agrees not to employ any personnel employed by ISS Labour nor to enter into negotiations with any such personnel with the intentions of employing them until a period of 12 months has elapsed since the expiry of the Managed Services or any other services provided by ISS Labour to A-Plant.

## 11. Variation

Subject to the right of ISS Labour to implement price variations under Conditions 4 and 5 no variation of this Contract shall be valid unless in writing and signed by an authorised representative of each of the parties.

## 12. Termination

- 12.1 ISS Labour Termination Rights:** ISS Labour shall be entitled to terminate this Contract with immediate effect by giving notice to A-Plant in the event that:-
- (a) A-Plant failed to make any payment when due and fails to make such payment within 14 days of the date of any notice from ISS Labour to A-Plant specifying such failure;
  - (b) A-Plant enters into any composition or arrangement for the benefit of its creditors appears to be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or on the presentation of a petition for the appointment of a receiver, administrative receiver or administrator, or the giving of any notice of a resolution for the winding-up of A-Plant (other than for a members' voluntary winding-up of a solvent company for the purpose of a bona fide reconstruction); or on the appointment of an administrative receiver or administrator in respect of the whole or any part of A-Plant's undertaking or assets.
- 12.2 Reciprocal Termination Rights:** Either party shall be entitled to terminate this Agreement with immediate effect by giving notice to the other in the event that the other commits a material breach of any of its obligations under this Agreement (including persistent failure to comply with any obligation under this Agreement) which (if the breach is capable of remedy) the other party has failed to remedy within 14 days after receipt of notice in writing giving particulars of the breach and requiring the other party to do so. Notice of termination pursuant to this Condition 12.2 shall be given within 30 days of the breach in question or, if the breach is capable of remedy, within 30 days of the expiry of the above mentioned period of 14 days, as to which time shall be of the essence.
- 12.3** The termination of this Contract is without prejudice to the rights, duties and liabilities of the parties accrued prior to termination.
- 12.4** Without prejudice to Condition 12.3, A-Plant shall be liable to pay ISS Labour all sums due to ISS Labour under this Contract which remain unpaid as at the effective date of termination.
- ## 13. General
- 13.1 Entire Agreement:** This Contract is the entire agreement between the parties and it replaces all other agreements between the parties relating to the supply of the Managed Services. A-Plant acknowledges that, in entering into this Contract, it does not rely on any promise, statement or representation of any kind made by ISS Labour which has not been incorporated into this Contract by way of express provision. Nothing in this Contract shall exclude ISS Labour's liability for fraudulent misrepresentation.
- 13.2 Transfer:** A-Plant may not assign or transfer the whole or any part of its rights or remedies under this Contract to anyone else.
- 13.3 Third Party Rights:** Save as otherwise expressly provided herein, no term of this Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 13.4 Notices:** Any notice or other formal communication required to be given by one party to the other under this Contract must be in writing and delivered by hand, or sent recorded delivery or first class post to the address of the other party set out in the Purchase Order. Each such notice or communication shall be deemed to have been given on the second working day after the date of delivery or posting (as the case may be), for which purpose the expression "working day" means any day except Saturday, Sunday or any bank, customary, public or statutory holiday in England and Wales.
- 13.5 Waiver:** The failure by any party to exercise, or the delay by any party in exercising any right, power, privilege or remedy provided by this Contract or by law shall not constitute a waiver thereof, nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.
- 13.6 Invalid Terms:** Each of the terms of this Contract is separate and severable. If any term is held to be void or invalid by any court, it shall be severed from this Contract and the remaining terms shall have full force and effect.
- 13.7 Governing Law and Jurisdiction:** This Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction and procedure of the English Courts.