Software Purchasing Agreement

Appointment

Supplier	**Supplier Name**	Click here to enter text		
	Registered Number	Click here to enter text		
	Address	Click here to enter text		
		Click here to enter text		
		Click here to enter text	**Postcode**	Click here to enter text
Supplier's Representative	**Name**	Click here to enter text		
	Title/Position	Click here to enter text		
	Phone	Click here to enter text		
	Email	Click here to enter text		

Customer ("Nimans")	**Customer Name**	Nimans Limited		
	Registered Number	1876587		
	Address	Agecroft Road		
		Pendlebury, Swinton		
		Manchester	**Postcode**	M27 8SB
Nimans' Representative	**Name**	Click here to enter text		
	Title/Position	Click here to enter text		
	Phone	Click here to enter text		
	Email	Click here to enter text		

Contract Particulars	**Commencment Date**	Click here to enter date
	Initial Term	
	Extended Term	
	Territory	

By signing below the Supplier agrees to accept that: (1) the Supplier has the right to enter into the Contract; and (2) the Supplier has fully understood the terms of the Contract.	
Signature _____	**Signature** _____
Name _____	**Name** _____
Date _____	**Date** _____

Software Purchasing Agreement

Software Schedule

Software	
Specification	
Price	
Revenue Share - what happens to contracted business post-termination	
End User Licence Agreement	
Support	
Services	
Personal Data	
Other	

Software Purchasing Agreement

Terms of Resale

Background

A. The Supplier wishes to appoint Nimans as its non-exclusive distributor to distribute the Software on the terms of this Agreement.

1. Structure of this Software Purchasing Agreement

1.1 This Agreement comprises of:

a. the Appointment which sets out the details of the Parties;
b. these Terms of Resale which set out the legal terms governing the relationship between the Parties; and
c. the Software Schedule which describe the specific software that the Supplier is to provide to Nimans for resale.

1.2 In the event that there is any conflict, inconsistency or ambiguity between any provisions of this Agreement, the following order of interpretation shall prevail:

a. the Software Schedule; then
b. the Appointment; then
c. the Terms of Resale.

1.3 For the purposes of clause 1.2, an omission (whether deliberate or inadvertent) shall not of itself be considered to give rise to any conflict or inconsistency between any provisions of this Agreement.

2. Interpretation

The following definitions and rules of interpretation in this clause apply in this Agreement.

2.1 In this Agreement:
Appointment
The appointment of the Reseller at the front of these Terms of Resale;
Business Day
a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Business Hours:
the period from 9.00 am to 5.00 pm on any Business Day.
Confidential Information:
information that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information.
Documentation:
the current user guides that may be provided by the Supplier for use with the Software.
Effective Date:
the date of this Agreement.
EULA:
where applicable, the end user licence agreement in the form set out in the Software Schedule.
Extended Term:
the extended term described in the Appointment.
Initial Term:
the initial term described in the Appointment.
Intellectual Property Rigjts:
patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Legislation:
any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.
Order:
a purchase order for Software and/or Support and/or Services placed by Nimans to the Supplier.
Policies:
Nimans' business policies which are available upon request, as amended from time to time.
Services:
the services specified in the Software Schedule which the Supplier may provide to Nimans pursuant to this Agreement.
Specification:
the functionality and performance specification for the Products, as set out in the Software Schedule.
Software:
the products of the type and specification manufactured and packed under the Trademarks and listed in the Software Schedule together with any other products developed by the Supplier and which the Supplier may permit Nimans to distribute pursuant to this Agreement.
Software Schedule:
the software schedule (together with any appendices contained therein) agreed between the Parties from time to time regarding the provision of the Software.
Support:
the support specified in the Software Schedule which the Supplier may provie to Nimans pursuant to this Agreement.
Terms of Resale:
the terms and conditions of resale detailed in the main body of this document.
Territory:
the geographical area described in the Appointment.
Trademarks:
the Supplier's trademark registrations and applications in relation to the Software and, where applicable, identified in the Software Schedule together with any further trademarks which the Supplier may permit or procure permission for Nimans by express notice in writing to use in respect of the Software.
Year:
the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the term of this Agreement.

2.2. Clause and paragraph headings shall not affect the interpretation of this Agreement.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.7 A reference to writing or written does not include fax or e-mail.

2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

3. Appointment

3.1 The Supplier hereby appoints Nimans as its non-exclusive distributor to distribute the Software on the terms of this Agreement.

3.2 The Supplier grants Nimans the rights to:
a. market, promote, distribute and provide support in connection with the Software to Customers in the Territory;
b. reproduce the Software and the Documentation as necessary for the performance of Nimans' rights under this Agreement; and
c. where applicable, Nimans may reproduce, market and distribute the Software in combination with its own products.

3.3 Nimans shall be entitled to describe itself as an "Authorised Distributor" of the Software but shall not represent itself as an agent of the Supplier for any purpose, nor pledge the Supplier's credit or give any condition or warranty or make any representation on the Supplier's behalf or commit the Supplier to any contracts. Further, Nimans shall not without the Supplier's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of Software which are inconsistent with those contained in the promotional material supplied by the Supplier (including, without limitation, the EULA) or otherwise incur any liability on behalf of the Supplier in any circumstances.

4. Orders

4.1 During the Term Nimans may place Orders with the Supplier.

4.2 The Supplier shall supply the Software and/or Services and/or Support in accordance with Nimans' Orders.

4.3 Each party shall use the relevant order number in all correspondence relating to the Order.

5. Distributor's undertakings

5.1 Nimans undertakes and agrees with the Supplier to:
a. use reasonable endeavours to promote the distribution and sale of the Software in the Territory;
b. take all reasonable steps to ensure that customers are aware of and accept the terms and conditions of the EULA prior to using the Software;
c. employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of Nimans's obligations under this Agreement; and
d. where applicable, keep all copies of the Software (on whatever media stored, including without limitation Nimans' Products) in conditions appropriate for their storage and provide appropriate security for the Software all at its own cost.

6. Supply of Software

6.1 The Supplier shall:
a. supply on the agreed format or agreed form of recordable media within a reasonable period following the Effective Date the latest version of the Software and Documentation for Nimans to use, reproduce and distribute in accordance with the Agreement;
b. during the term of this Agreement, supply such updates or new releases to the Software as such updates or new release become generally available;
c. to the extent reasonably possible, give Nimans advanced notice of any Updates of the Software which the Supplier intends to issue to Nimans;
d. notify Nimans when the Software and Documentation is ready to be downloaded and shall provide all reasonable instructions, including any necessary activation codes or licence keys;
e. provide such Support and/or Services to Nimans, Nimans' reseller and/or the end user customer as set out in the Software Schedule;
f. provide Nimans with information about the Software and the Documentation as reasonably necessary in connection with the performance of its obligations under this Agreement, and update the same, on a timely and regular basis;
g. provide Nimans with adequate supplies of sales and marketing materials relating to the Software for Nimans to use, reproduce and distribute solely for the purpose of Nimans fulfilling its obligations under this Agreement; and
h. provide Nimans with such information and assistance as Nimans may reasonably require to perform its obligations under this Agreement.

6.2 Nimans may request the Supplier to supply replacement or additional copies of Software.

7. Supplier's undertakings

The Supplier shall:
a. to provide such information and support as may be reasonably requested by Nimans to enable it properly and efficiently to discharge its duties under this Agreement; and
b. to approve or reject any promotional information or material submitted by Nimans within 14 days of receipt.

8. Prices and payment

8.1 The prices to be paid by Nimans to the Supplier for the Software are set out in the Software Schedule. Any changes to the price shall be mutually agreed between the Parties.

8.2 Nimans shall pay the full amount invoiced to it by the Supplier in pounds sterling within 60 days of the date of invoice.

9. Compliance with laws and regulations

9.1 The Supplier shall:
- a. comply with all applicable laws relating to anti-bribery and anti-slavery including the Bribery Act 2010 and the Modern Slavery Act 2015 (**"Relevant Requirements"**);
- b. not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the United Kingdom;
- c. comply with the Policies relating to anti-bribery and anti-slavery and enforce them where appropriate;
- d. ensure that the Software is provided:
  - i. without any breach of the Modern Slavery Act 2015 or activity that would constitute a breach of that act if it took place within England and Wales;
  - ii. in accordance with good ethical trading practices and standards; and
  - iii. in a manner reflecting a commitment to safety and human rights in the workplace; and
- e. have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Policies and clause 9, and will enforce them where appropriate.

10. Intellectual Property Rights

10.1 The Supplier represents, warrants and undertakes that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant and perform all its obligations under and in accordance with this Agreement.

10.2 The Supplier grants to Nimans a non-exclusive and personal licence to:
- a. Supply, distribute and disseminate the Software and the Documentation during the Term to the extent necessary for Nimans to perform its obligations and exercise Nimans' rights in accordance with this Agreement
- b. use such reasonable copies or instances of the Software as may reasonably be required for the purposes of demonstrating, marketing and selling the Software to customers; and
- c. use the Trademarks for the purpose of the promotion, advertisement and sale of the Software.

10.3 Nimans shall be entitled to make such reasonable copies or instances of the Software and associated documentation for archival and back up purposes as may be reasonably required by Nimans from time to time.

10.4 The Supplier grants Nimans the non-exclusive right to use its Trademarks in the promotion, advertisement and sale of the Software and Nimans shall comply with any reasonable request of the Supplier in respect of such use.

10.5 In marketing and distributing the Software, Nimans shall take reasonable steps in accordance with good industry practice to protect the Supplier's Intellectual Property Rights and shall promptly notify the Supplier of any confirmed or suspected infringement of such rights of which Nimans becomes aware.

11. Confidentiality

11.1 Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that:
- a. is or becomes publicly known through no act or omission of the receiving party; or
- b. was in the other party's lawful possession prior to the disclosure; or
- c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- d. is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 This clause 11 shall survive termination of this Agreement, however arising.

12. Protection and processing of personal data

12.1 If, in the performance of its obligations under this Agreement, the Supplier is required to process personal data as Nimans' data processor the Supplier shall:
- a. do so only for the purpose of performing its obligations under this Agreement;
- b. comply with all relevant instructions or requests that the other party may give to such party from time to time concerning such processing including:
  - i. the provision of explanatory information on Nimans' business, processes, systems and/or controls; and
  - ii. the delivery up of any relevant personal data in such form as Nimans may reasonably request;
- c. maintain reasonably appropriate processes, systems and controls to guard against any act or omission that would put Nimans (as data controller) in breach of applicable laws relating to data protection or privacy and take appropriate technical and organisational security measures to safeguard such data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, that data, having regard to:
  - i. the nature of such data and the harm which could result from such processing, loss, destruction or damage; and
  - ii. the state of technological development and the cost of implementing such measures;
- d. not cause or allow such data to be transferred out of or otherwise processed outside the European Economic Area;
- e. not pass such data to any third party, except:
  - i. with Nimans' prior written consent in each case; and the state of technological development and the cost of implementing such measures;
  - ii. where the Supplier has entered into a written contract with that third party under which that third party agrees to obligations that are materially equivalent to those set out in this clause 12;
- f. procure that all third parties to whom personal data is passed pursuant to clause 12.1.(e) comply with the terms of this clause 12;
- g. where Nimans requires assistance from the Supplier in order to respond to requests, queries and/or investigations in respect of the personal data or requires that the Supplier help Nimans in reconstructing and/or otherwise safeguarding the personal data, the Supplier shall provide Nimans with such assistance as Nimans reasonably requests within any timescales specified by Nimans. If no timescales are specified, the Supplier must respond to and comply with Nimans' request within a reasonable period of time after receiving the request for assistance;
- h. allow Nimans access (on reasonable notice) to its premises and/or any other location where personal data is processed under this Agreement to allow Nimans to audit the Supplier's compliance with this clause 12; and
- i. at any time upon request, and in any event upon termination or expiry of this Agreement, (unless Nimans agrees otherwise in writing in each case) deliver up all relevant personal data that the Supplier holds in connection with this Agreement in such form as Nimans may reasonably request. Following such delivery up, and at such time and in such manner as Nimans shall reasonably direct, the Supplier shall promptly and securely delete or destroy all such personal data and certify that it has done so in a form reasonably satisfactory to Nimans.

12.2 For the purpose of this clause 12:
- a. the terms **"personal data"**, **"data controller"**, **"data processor"** and **"process"** have the meanings given to them in the General Data Protection Regulation((EU) 2016/679); and
- b. the Supplier's obligations in respect of personal data exclude any personal data relating to its personnel engaged in the performance of the Supplier's obligations under this Agreement generated by the Supplier for the purposes of administering this Agreement.

13. Warranties

13.1 Each party represents, warrants and undertakes that:
- a. it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to grant the rights and licences referred to in this Agreement and that this Agreement is executed by its duly authorised representative and represents a binding commitment on it; and
- b. without affecting its other obligations under this Agreement, it shall comply with all applicable legislation in the performance of its obligations under this Agreement.

13.2 The Supplier warrants to Nimans that the Software supplied by it under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the applicable part(s) of the Specification.

13.3 The Supplier warrants to Nimans that subject to the terms of this Agreement and Nimans' compliance with this Agreement, the Software provided shall in each case operate materially in accordance with the Specification when used in accordance with this Agreement for 180 calendar days from the date the Software is first made available for download or delivered (whichever is the earlier) to the user (the **Warranty Period**).

13.4 If the Software fails to conform to the warranty in clause 13.3 or any other applicable warranty, the Supplier shall, at its option use all reasonable endeavours to correct errors in the Software within a reasonable time.

13.5 The Supplier warrants that Nimans' use or resale of the Software in accordance with this Agreement will comply with applicable law and will not infringe the Intellectual Property Rights or other rights of any third party.

13.6 Without prejudice to any other right or remedy Nimans may have, the Supplier shall indemnify, keep indemnified and hold harmless Nimans and each of its officers and employees in full and on demand from and against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation, whether arising in tort (including negligence), in contract or otherwise whether or not such losses were foreseeable or foreseen at the date of this Agreement and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses), suffered or incurred by Nimans arising out of or in connection with:
- a. any breach of the warranties contained in this clause 13;
- b. any claim by a third party arising from the Supplier's breach or negligent performance or non-performance of its obligations under this Agreement.

13.7 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), Nimans shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to Nimans in respect of the payment is the same as it would have been were the payment not subject to tax.

13.8 Nimans may at its option satisfy any indemnity given in this Agreement (in whole or in part) by way of deduction from any payments due to the Supplier.

14. Liability

14.1 Neither party limits its liability for:
- a. death or personal injury caused by its negligence or that of its employees, agents or sub-contractors;
- b. fraud or fraudulent misrepresentation by it or its employees;
- c. breach of any warranty as to title implied by applicable law; or
- d. any other act or omission, liability for which may not be limited under applicable law.

14.2 Subject to clause 14.1, Nimans' total aggregate liability in connection with this Agreement shall in no event exceed the total of the price paid or payable to the Supplier in respect of the Software which is the subject of the cause of action or claim during the 12 month period immediately preceding the event giving rise to the cause of action or claim.

15. Term and termination

15.1 This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 15, this Agreement shall continue for the Initial Term and shall automatically extend for the Extended Term at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 60 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

15.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability in any circumstances to the other if:
- a. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 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 any of its creditors;
- d. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- e. 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 that other party;
- f. 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, partnership or limited liability partnership);
- g. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

h. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
i. a creditor or encumbrancer 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 the other party's assets and such attachment or process is not discharged within 14 days;
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 15.1(b) to clause 15.1(h) (inclusive); or
k. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16. Effects of termination

16.1 Nimans shall return (or at the Supplier's option, destroy) all media on which the Software are held;
a. Nimans shall return (or at the Supplier's option, destroy) all media on which the Software are held;
b. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry shall not be affected or prejudiced; and
c. the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

17. Insurance

The Supplier shall take out and maintain in force at its own cost during the Term and for 12 months after its termination or expiry adequate insurance with reputable insurers to cover its potential liabilities under this Agreement.

18. Force majeure

Neither party shall in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this Agreement by giving 30 days' written notice to the other party.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22.4 Nothing in this clause shall limit or exclude any liability for fraud.

23. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. Assignment

24.1 The Supplier shall not, without the prior written consent of Nimans, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

24.2 Nimans may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

25. No partnership or agency

25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. Third party rights

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

27. Notices

27.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
b. sent by fax to its main fax number.

27.2 Any notice shall be deemed to have been received:
a. if delivered by hand, at the time the notice is left at the proper address;
b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting.
c. if sent by fax, at 9.00 am on the next Business Day after transmission.

28. Governing Law

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

29. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).