Contents

1. Definitions & Interpretation

1.1. In these Terms & Conditions unless the context otherwise requires the following expressions shall have the following meanings:

1.1.1	"Agreement"	Means the agreement between ISO QSL and the Client for the supply of Services governed by the Terms & Conditions and as outlined in the contract;
1.1.2	"Business Day"	Means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
1.1.3	"Charges"	Means the charges payable by the Client for the supply of the Services in accordance with Clause 6 below;
1.1.4	"Commencement Date"	Has the meaning set out in Clause 2.2 below;
1.1.5	"Contract"	Means the Contract signed by the Client and ISO QSL in connection with any Specification and which forms part of these Terms & Conditions and the Agreement;
1.1.6	"Client"	Means the company that purchases the supply of the Services from ISO QSL and as set out in the Contract;
1.1.7	"Client Default"	Means an act or omission for which the Client is responsible, or a failure by the Client to perform any relevant obligation, which

		adversely affects, prevents or delays ISO QSL's performance of any of its obligations under these Terms & Conditions;
1.1.8	"Deliverables"	Means the deliverables as set out in the Specification;
1.1.9	"Initial Assessment"	Means the date on which ISO QSL first attends the Client's premises in order to compile the report on the Client's compliance with the requirements of the Management Standards;
1.1.10	"Intellectual Property Rights"	Means all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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 rights, 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;
1.1.11	"ISO QSL"	Means ISO Quality Services Limited, a company registered in England and Wales at Quality Suite, Oak House, Everoak Industrial Estate, Bromyard Road, Worcester, WR2 5HP with company registration number 03926733;
1.1.12	"Order"	Means the Client's order for the Services as confirmed by the Client's completion of the preassessment questionnaire and/or written acceptance of ISO QSL's written proposal for the Services;
1.1.13	"Parties"	Means the ISO QSL and the Client collectively;
1.1.14	"Services"	Means the services relating to the Management Standards, including the Deliverables, supplied by ISO QSL to the Client as set out in the Specification;
1.1.15	"Specification"	Means the description or specification of the Services produced by ISO QSL for the Client and as set out in the Contract;
1.1.16	"Management Standards"	Means the relevant management standards as listed in the Contract;

1.1.17	"Supplier Materials"	Means all materials, equipment, documents and other property of ISO QSL provided to the Client in connection with the Services;
1.1.18	"Term"	Means a minimum period of three (3) years beginning on the Commencement Date; or the date of original Certification, whichever is the later ("**Initial Term**"), and thereafter automatically renewing for 12 month periods ("**Renewal Term**"), on a rolling basis, subject to these Terms and Conditions;
1.1.19	"Terms & Conditions"	Means these terms and conditions as set out herein.

1.2. In these Terms & Conditions, the following rules apply:

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

1.2.2. A reference to a Party includes its personal representatives, successors or permitted assigns;

1.2.3. A reference to a statute or statutory provision is a reference to such statute or statutory provision 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;

1.2.4. 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

1.2.5. A reference to 'writing' or 'written' includes e-mails.

2. Basis Of The Agreement

2.1. The Order constitutes an offer by the Client to purchase the supply of the Services in accordance with these Terms & Conditions.

2.2. The Order shall be deemed to be accepted upon the earlier of either: (i) commencement of the provision of Services by ISO QSL; or (ii) the date when ISO QSL receives a copy of the Contract signed by both Parties on or before the date of the Initial Assessment, on which date the Agreement as set out in these Terms & Conditions shall come into contractual force ("Commencement Date"). For the avoidance of doubt, ISO QSL shall not be obliged to carry out any work in respect of the supply of the Services until ISO QSL receives a copy of the Contract signed by both Parties.

2.3. These Terms & Conditions constitute the entire Agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ISO QSL which is not set out in these Terms & Conditions.

2.4. Any samples, drawings, descriptive matter or advertising issued by ISO QSL, and any descriptions or illustrations contained in ISO QSL's catalogues or brochures, or on ISO QSL's website, 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 Agreement or have any contractual force.

2.5. These Terms & Conditions are 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.

2.6. For the avoidance of doubt, any written proposal given by ISO QSL shall not constitute an offer, and all such proposals are only valid for a period of 3 months from its date of issue and are subject to change without notification.

2.7. The Agreement commences on the Commencement Date and shall continue for the Term, unless terminated earlier in accordance with Clause 10.

3. ISO QSL's Obligations

3.1. ISO QSL shall supply the Services to the Client in accordance with the Specification in all material respects.

3.2. ISO QSL shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3. ISO QSL shall have the right to carry out the following without notice to the Client:

3.3.1. Make any amendments, alterations or changes to the Services or the Specification or the Deliverables which are necessary to comply with any applicable law or regulatory requirement;

3.3.2. Make any amendments, alterations or changes to the Services or the Specification or the Deliverables which do not materially affect the nature or quality of the Services;

3.3.3. Make any amendments, alterations or changes to the Services or the Specification or the Deliverables which are in line with continuous improvement guidelines as specified by the International Organisation for Standardisation.

3.4. ISO QSL warrants to the Client that the Services will be provided using reasonable care and skill.

4. The Client's Obligations

4.1. The Client agrees, warrants and undertakes to:

4.1.1. Disclose to ISO QSL full information on the area to be examined which may in any way be relevant to the Services to be supplied by ISO QSL to ensure that the terms of the Order and any information it provides in the Specification is complete and accurate;

4.1.2. Co-operate with ISO QSL in all matters relating to the Services;

4.1.3. Provide ISO QSL with such information and materials as ISO QSL may reasonably require in order to supply the Services. For the avoidance of doubt the Client shall ensure that such information is accurate in all respects;

4.1.4. Obtain by the Commencement Date and maintain all necessary licences, permissions and consents which may be required for ISO QSL to supply the Services;

4.1.5. Keep all Supplier Materials at the Client's premises confidential, in safe custody at its own risk, maintained in good condition until returned to ISO QSL, and to not dispose of or use the Supplier Materials other than in accordance with ISO QSL's written instructions or authorisation;

4.1.6. Provide ISO QSL, its employees, agents, consultants and sub-contractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by ISO QSL for the purpose of the supply of the Services;

4.1.7. Prepare the Client's premises for the supply of the Services; and

4.1.8. In the event the Client perceives the standard of the quality of the Services they have received to have been unsatisfactory or perceives a failure by ISO QSL to follow the Client's specific instructions, then the Client shall provide (i) initial notification to ISO QSL of either, such perception occurring or being aware of such perception (whichever is earlier) within 24 hours and; (ii) shall provide further details in writing within five Business Days of such initial notification (but in any event, without any undue delay). In the event that the Client does not notify ISO QSL within the first 48 hours of the perception of the alleged unsatisfactory quality of Services or failure by ISO QSL to follow the Client's specific instructions, or fails to provide further details in writing within five Business Days of such initial notification, ISO QSL hereby excludes all liability for such unsatisfactory Services and/or failures that may arise, and the Client's obligations in respect of the Charges shall remain unaffected.

4.2. In the event of a Client Default:

4.2.1. ISO QSL shall without limiting its other rights or remedies have the right to suspend the supply of the Services and shall be relieved of the performance of its obligations in each case to the extent the Client Default prevents or delays the ISO QSL's performance of any of its obligations under these Terms & Conditions until the Client remedies the Client Default;

4.2.2. ISO QSL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from ISO QSL's failure or delay to perform any of its obligations as set out in this Clause 4.2; and

4.2.3. The Client shall reimburse ISO QSL on written demand for any costs or losses sustained or incurred by ISO QSL arising directly or indirectly from the Client Default, including, but not limited to costs or losses sustained or incurred by ISO QSL in respect of preparatory work carried out by ISO QSL or Services supplied but for which no invoice has been submitted, where in such circumstances ISO QSL shall submit an invoice, which shall be payable by the Client immediately on receipt.

5. The Management Standards & Certification

5.1. In respect of the Management Standards, the Client agrees, warrants and undertakes that the Client's Management Standard and procedures are fully documented and kept up to date. For the avoidance of doubt, once certificated, it is the Client's responsibility to ensure that the Client's Management Standard and procedures are fully documented and kept up to date.

5.2. During the Term, the Client's certificates in respect of the Management Standard will be issued for a 12-month period renewable on successful completion of the validation audit. Any areas of non-compliance identified during any bi-annual review and/or the annual validation audit must be rectified to ISO QSL's satisfaction within a period of time to be agreed between the Parties which shall be no longer than three calendar months unless otherwise agreed between the Parties. The Client's failure to do so would result in the certificates in respect of the Management Standards being withdrawn.

5.3. During the Term, in the event that the Management Standards are superseded or replaced by the International Standards Organisation or relevant issuing body, subject only to the Client being able and willing to comply with any new requirements that are introduced by the governing authorities, ISO QSL is permitted to:

5.3.1. Make amendments to the Client's Management Standard/s and operating procedure documentation; and

5.3.2. Issue a replacement certificate and operating procedure documentation on the next available visit for a charge which will equal no more than £995.00 plus VAT.

5.4. ISO QSL will arrange any bi-annual internal reviews and the annual validation audit. ISO QSL reserves the right to charge an administration fee if an audit is cancelled within ten working days of the prebooked visit.

5.5. The Client will accept the certificate within two months of the completion of a successful Initial Assessment. Failing such acceptance, ISO QSL reserves the right to invoice the Client immediately for any Charges that remain unpaid.

6. Charges & Payment

6.1. The Charges for the supply of the Services are as set out below:

6.1.1. The Charges shall be as set out in ISO QSL's written proposal and are further set out in the Contract; and

6.1.2. ISO QSL shall be entitled to any administration fee under Clause 5.4 above.

6.2. ISO QSL shall from time to time be entitled to charge additional charges to the Client such as, transaction charges, bank fees, government levies, administration fees and all other related charges incurred during the provision of the Services, together with any disbursements and out of pocket expenses, in circumstances where:

6.2.1. any amendments, alterations or changes are made to the Order after the Commencement Date and where work has already started; and/or

6.2.2. any additional work has been carried out by ISO QSL on behalf of the Client which was not in the contemplation of the Parties at the time ISO QSL provided the Client with the written proposal.

6.3. Should ISO QSL make additional charges to the Client under Clause 6.2 above, the Parties agree to vary the Contract in accordance with Clause 13.8 below.

6.4. ISO QSL reserves the right to increase the Charges on an annual basis, effective from the first anniversary of the Commencement Date, by a minimum of 5% and a maximum of 15% in each year to reflect: (i) any increases in inflation; or (ii) to reflect any material changes in the Client's business including, but not limited to, any significant increase in the Client's size and / or turnover.

6.5. Unless otherwise agreed in writing, ISO QSL shall invoice the Client as per the payment terms in the Contract. For the avoidance of doubt, deductions for Charges paid in advance of the completion of the supply of the Services will be credited to the Client.

6.6. The Client shall pay each invoice submitted by ISO QSL:

6.6.1. Within 30 days of the date of the invoice, or by the due date otherwise specified in the invoice; and

6.6.2. In full and in cleared funds to a bank account nominated in writing by ISO QSL, and

6.6.3. Time for payment shall be of the essence in respect of the Charges.

6.7. All amounts payable by the Client under these Terms & Conditions are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under these Terms & Conditions by ISO QSL to the Client, the Client shall, on receipt of a valid VAT invoice from ISO QSL, pay to ISO QSL 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.

6.8. Without limiting any other right or remedy of ISO QSL, if the Client fails to make any payment due to ISO QSL under these Terms & Conditions by the due date for payment ("Due Date"), ISO QSL shall have the right to charge interest on the overdue amount at the rate of 8% per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the full overdue amount, whether before or after judgment, and compounding quarterly.

6.9. The Client shall pay all amounts due under these Terms & Conditions 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 ISO QSL in order to justify withholding payment of any such amount in whole or in part. ISO QSL may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by ISO QSL to the Client.

6.10. The on-going client services fee, is payable as set out in Point 1 and 2 of the Contract. This Charge includes the on-going provision of e-mail and telephone assistance relating to the Management Standard/s. For further information please contact: clientservices@isoqsltd.com.

6.11. ISO QSL reserve the right to credit check the client at any point during your Contract. ISO Quality Services Limited reserve the right to alter any previously agreed payment terms. This includes but is not limited to removal of any Direct Debit facility, payment of all fees upfront and/or provision of creditor references. ISO QSL will notify the client in writing if ISO QSL intend to make any changes to the payment terms. ISO QSL reserve the right to terminate their services forthwith if any payment term changes are not agreed in writing by the Company.

7. Intellectual Property Rights

7.1. All Intellectual Property Rights in or arising out of or in connection with the supply of the Services and/or the Supplier Materials shall be owned by ISO QSL.

7.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on ISO QSL obtaining a written licence from the relevant licensor on such terms as will entitle ISO QSL to license such rights to the Client during the term of the Contract solely for the purpose of receiving and using the Services and the Deliverables during the course of its business. The Client shall not sub-license, assign or otherwise transfer the rights granted to them in this Clause.

7.3. All Supplier Materials, whether delivered in hard copy format or in soft copy format, are the exclusive property of ISO QSL.

7.4. The Client may use the Supplier Materials solely for the development of the Client’s Management Standard/s and procedures. The Client is not permitted to disclose, sell or use for commercial gain the Supplier Materials to any third party.

7.5. The Client grants ISO QSL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the ISO QSL for the term of the Contract for the purpose of providing the Services to the Client.

8. Confidentiality

8.1. A Party (“Receiving Party”) shall at all times 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 sub-contractors, 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 (i) such of its employees, agents or sub-contractors that may need to know it for the purpose of discharging the Receiving Party's obligations under these Terms & Conditions, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party; or (ii) as may otherwise be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.2. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.

8.3. This Clause 8 shall survive termination of the Agreement.

9. Limitation Of Liability

9.1. Nothing in this Agreement shall limit or exclude ISO QSL’s liability for:

9.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; or

9.1.2. Fraud or fraudulent misrepresentation.

9.2. Subject to Clause 9.1 above:

9.2.1. ISO QSL shall under no circumstances whatsoever be liable to the Client, whether in contract or in tort, including whether caused by the negligence of ISO QSL, its employees, agents or otherwise, or whether in breach of statutory duty or common law duty or otherwise, for any loss of profit, or any indirect or consequential loss or damage of whatsoever nature, arising under, out of or in connection with these Terms & Conditions; and

9.2.2. ISO QSL's total liability to the Client in respect of all other losses arising under, out of or in connection with these Terms & Conditions, whether in contract or in tort, including whether caused by the negligence of ISO QSL, its employees, agents or otherwise, or whether in breach of statutory duty or common law duty or otherwise, shall in no circumstances exceed a sum, in aggregate, equal to 100% of the total Charges paid under the Contract in the preceding 12 month period from the date such claim arose.

9.3. Except as set out in these Terms & Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

9.4. Provided the Client adheres to the requirements set out in Clause 4.1.8 above, where any sustainable claim is made in respect of a defect in the quality of the Services or a failure by ISO QSL to follow the Client's specific instructions, ISO QSL shall be entitled to correct the defect or failure free of charge or to refund any Charges paid by the Client in respect of the defect or failure where the specific element of the Services to which the defect or failure relates has not been completed. For the avoidance of doubt, ISO QSL reserves the right to recover Charges due or hold Charges paid in respect of the specific element of the Services to which the defect or failure relates where work has been completed. In either circumstance ISO QSL shall have no further liability to the Client.

9.5. This Clause 9 shall survive termination of the Agreement.

9.6. Nothing in this Clause 9 shall limit the Client's payment obligations under the Agreement.

10. Termination

10.1. The duration of this Agreement shall be for the Initial Term, and shall (subject to clause 10.2), automatically renew for 12-month periods ("Renewal Term"), on a rolling basis.

10.2. Without limiting its other rights or remedies, either Party may serve no less than six (6) months written notice to the other party to terminate the Agreement, such notice to expire either (i) at the end of the Initial Term; or (ii) at the end of that current Renewal Term.

10.3. For the avoidance of doubt, if neither Party serves such notice to terminate pursuant to clause 10.2, the Agreement will auto-renew on a 12-month rolling basis until terminated pursuant to clause 10.2.

10.4. On termination or expiry of the Agreement in accordance with this Clause 10, the Client shall:

10.4.1. make immediate payment to ISO QSL for all Charges and interest due to ISO QSL in respect of the Services to be provided by ISO QSL during the initial period of the Initial Term, and any charges due during the minimum period of three years of the term, and as set out in the Contract;

10.4.2. to make immediate payment for all Charges and interest due to ISO QSL in respect of the Services to be provided by ISO QSL during that current Renewal Term, and any charges due during the 12-month period of the Renewal Term, and as set out in the Contract. In respect of the Services supplied but for which no invoice has been submitted, ISO QSL shall submit an invoice, which shall be payable by the Client immediately on receipt.

10.5. Without limiting its other rights or remedies, ISO QSL shall have the right to terminate this Agreement with immediate effect by giving the Client written notice in the event the Client fails to pay any amount due under this Agreement on the Due Date for payment.

10.6. Without, limiting its other rights or remedies, each Party shall have the right to terminate this Agreement with immediate effect by giving written notice to the other Party if:

10.6.1. The other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 Business Days of that Party being notified in writing of the breach;

10.6.2. 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;

10.6.3. 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 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;

10.6.4. 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, other than 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;

10.6.5. The other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10.7. Termination or expiry of this Agreement shall not affect 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.

10.8. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11. Consequences of Termination

11.1. On termination of this Agreement for any reason:

11.1.1. The Client shall immediately pay to ISO QSL all of ISO QSL's outstanding unpaid invoices and interest and, in respect of preparatory work carried out by ISO QSL or Services supplied but for which no invoice has been submitted, ISO QSL shall submit an invoice, which shall be payable by the Client immediately on receipt;

11.1.2. The Client shall irretrievably delete any original Supplier Materials and any documentation relating to the Services and any Deliverables and shall remove all references to Certification and ISO QSL from the Client's website, literature and documentation;

11.1.3. The accrued rights, remedies, obligations and liabilities of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms & Conditions which existed at or before the date of termination; and

11.1.4. Clauses which expressly, or by implication, have effect after termination shall continue in full force and effect.

12. Data Protection

12.1. The Parties mutually acknowledge their respective responsibilities (a) to comply with the provisions of the Data Protection Act 2018 ("DPA"), and any other applicable laws relating to the protection of personal data and privacy of individuals, including the UK GDPR, in relation to Personal Data, and (b) to use Personal Data provided by the other so far as necessary for the proper performance of this Agreement or any schedule hereto, but not further or otherwise.

12.2. Where a party Processes Personal Data in connection with this Agreement or any schedule hereto, that party shall:

12.2.1. where the other party is the Data Controller in relation to such Personal Data, act only on instructions from the other party; and

12.2.2. comply with the provisions of the seventh principle set out in Schedule 1 Part 1 Paragraph 7 of the DPA (which requires that appropriate, technical and organisational measures shall be taken against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data);

12.2.3. comply at all times with the DPA and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under the DPA.

12.3. For the purposes of this clause, the terms "Data Controller", "Data Processor", "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Act 2018.

13. General

13.1. Force Majeure:

13.1.1. For the purposes of these Terms & Conditions, "Force Majeure Event" means an event beyond the reasonable control of ISO QSL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of ISO QSL 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 plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13.1.2. ISO QSL shall not be liable to the Client as a result of any delay or failure to perform its obligations under these Terms & Conditions as a result of a Force Majeure Event.

13.1.3. If the Force Majeure Event prevents ISO QSL from supplying any of the Services for more than 60 Business Days, ISO QSL shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

13.2. Assignment & Sub-Contracting:

13.2.1. ISO QSL may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under these Terms & Conditions and may sub-contract or delegate in any manner any or all of its obligations under these Terms & Conditions to any third party or agent. For the avoidance of doubt, ISO QSL may exercise its rights under this Clause 13.2.1 provided that the Services supplied to the Client are not materially affected.

13.2.2. ISO QSL may seek advice from any third party who in the opinion of ISO QSL is competent for the purpose.

13.2.3. The Client shall not, without the prior written consent of ISO QSL, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms & Conditions.

13.3. Notices:

13.3.1. Any notice or other communication required to be given to a Party under or in connection with these Terms & Conditions shall be in writing and shall be:

13.3.1.1. Delivered to the other Party personally to its registered or trading office; or

13.3.1.2. Sent by prepaid first-class post, recorded delivery or by commercial courier to its registered office; or

13.3.1.3. Sent by e-mail to the other Party's main e-mail address.

13.3.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am 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, on the next Business Day after transmission, or if sent by e-mail, on the date and at the time the e-mail is sent.

13.3.3. This Clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action.

13.4. Waiver:

13.4.1. A waiver of any right under these Terms & Conditions 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 these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor 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.

13.4.2. Unless specifically provided otherwise, rights arising under these Terms & Conditions are cumulative and do not exclude rights provided by law.

13.5. Severance:

13.5.1. If a court or any other competent authority finds that any provision of these Terms & Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms & Conditions shall not be affected.

13.5.2. If any invalid, unenforceable or illegal provision of these Terms & Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6. No partnership: Nothing in these Terms & Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

13.7. Third parties: A person who is not a Party to these Terms & Conditions shall not have any rights under or in connection with them and unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

13.8. Variation: ISO QSL reserves the right to vary this Agreement and Terms & Conditions from time to time. Any amended or updated terms shall replace all previous Terms & Conditions that have been issued to the Client. The Client's continued use of the Services shall amount to acceptance of any such amended or updated Terms and Conditions issued by ISO QSL.

13.9. Governing law and jurisdiction: These Terms & Conditions, and any dispute or claim arising out of or in connection with them or their 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.

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