

JUNIPER EDUCATION SERVICES LIMITED'S

TERMS AND CONDITIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms and Conditions.

1.1 Definitions:

- “Ad-Hoc Services** services supplied for a fixed time or quantity and not supplied on a recurring or renewable basis.
- "Business Day"** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- "Charges"** the charges specified in the Order Form payable by the Client for the supply of the Services by Juniper.
- "Client"** means the entity described as the "Client" in the relevant Order Form.
- "Client Materials"** all drawings, data, documents and other materials supplied by the Client to Juniper.
- "Client Representative"** the person named as such on the relevant Order Form.
- “Collect”** collection of the Items shall be completed on the completion of loading of the Items onto Juniper's collection vehicle. **"Collection"** shall be construed accordingly.
- "Commercially Sensitive Information"** The information of a commercially sensitive nature relating to a party, its intellectual property rights or its business or which the disclosing party has indicated to the receiving party that, if disclosed by the receiving party, would cause the disclosing party significant commercial disadvantage or material financial loss.
- "Contract"** together, these terms and conditions, the Order Form and the relevant Schedules referenced in the Order Form.

"Contract Year"	each 12 month period commencing from the Start Date and every anniversary of the Start Date thereafter.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
"Deliverables"	all documents, products and materials developed by Juniper or its Personnel as part of or in relation to any of the Services in any form as further detailed in the relevant Schedule.
"Delivery"	in relation to Items, delivery of the Items shall be completed on the completion of unloading of the Items at the Delivery Address and in relation to Services, delivery shall be the completion of the Services at the Delivery Address.
"Delivery Address"	the address where the Services shall be received as described in the Order Form under Delivery Address.
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
"Extended Term"	a Contract Year following the Initial Term.
"FOIA"	The Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
"Foreground IPRs"	all Intellectual Property Rights in the Deliverables, other than Juniper Background IPRs.
"Information"	has the meaning given under section 84 of FOIA.
"Initial Term"	the initial term set out in the Order Form or, in the absence of such definition, 12 months from the Start Date.

"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.
"Items"	those books, artefacts and other items loaned to the Client from Juniper's library catalogue as set out in the Order Form or as otherwise agreed in writing for Juniper to supply the Client.
"Juniper"	Juniper Education Services Limited incorporated and registered in England and Wales with company number 12004688 whose registered office is at 1 st Floor Brettenham House, 2-19 Lancaster Place, London, WC2E 7EN.
"Juniper Background IPRs"	all Intellectual Property Rights that are owned by or licensed to Juniper and which are or have been developed independently of this Order Form in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable a Client to receive and use the Services.
"Juniper Representative"	the person named as such on the relevant Order Form.
"Losses"	any and all liabilities, damages, claims, losses, costs and expenses, including professional costs and expenses suffered by the non-defaulting party.
"Mandatory Policies"	Juniper's business policies and codes as amended from time to time.

"Order Form"	an order form setting out the details of the agreement between Juniper and the relevant entity seeking various services from Juniper.
"Party"	either the Client or Juniper, as the case may be. "Parties" shall be construed accordingly.
"Personnel"	an employee, consultant, representative, officer, agent, subcontractor or any other person engaged directly or indirectly by a party.
"Request for Information"	a request for information or an apparent request under the FOIA or the Environmental Information Regulations.
"Services"	the services referred to in the Order Form, including any Deliverables, to be provided by Juniper to the Client and as further described in the relevant Schedule.
"Start Date"	the date described as the "Start Date" in the relevant Order Form being the start date of this Contract.
"Subscription Services"	services that are recurrent and renewable for Extended Terms.
"Term"	the Initial Term, together with any and all Extended Terms unless terminated earlier in accordance with clause 22.
"Total Loss"	the Items are, in Juniper's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
"Visits"	a visit by Juniper or one of its Personnel to the Delivery Address.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions or any Order Form.

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

- 1.4 The Schedules referred to in the Order Form form part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes such Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.9 A reference to **writing** or **written** includes email.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **these terms and conditions** or to any other agreement or document referred to in these terms and conditions is a reference to these Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these terms and conditions) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of these terms and conditions and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CONFLICT

- 2.1 This Contract is made up of the following documents:
 - 2.1.1 an Order Form;
 - 2.1.2 the Schedules listed in the Order Form; and
 - 2.1.3 these terms and conditions.
- 2.2 If there is any conflict or ambiguity between the terms of the documents listed in clause 2.1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. ORDER FORM PROCESS

- 3.1 When a Client requires certain services from Juniper, the Client will speak with Juniper by telephone, over email or in person to discuss its requirements in detail.
- 3.2 If the Client requests, Juniper will send a quotation to the Client by post or email in relation to the Services required. Quotations will only be valid for 30 days after issue to the Client.
- 3.3 If the Client confirms acceptance to Juniper of the quotation sent pursuant to clause 3.2 above, or otherwise wishes to proceed with the Services, Juniper will complete, and both parties will sign, an Order Form setting out the Service details.
- 3.4 The Client is responsible for ensuring that the Order Form is complete and accurate by checking it carefully before confirming and signing it.
- 3.5 If the Client accepts the details set out on the Order Form, the Client shall sign and date the Order Form where indicated and send back to Juniper by email or post.
- 3.6 Once the Client has either (i) signed, dated and returned a signed copy of the Order Form to Juniper, or (ii) paid Juniper for the Services (whichever is earlier), the parties will be deemed to have entered into a Contract for such Services on the Start Date.
- 3.7 Each Order Form will incorporate, and be governed by, these terms and conditions.
- 3.8 These terms and conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.9 Juniper shall supply the Services to the Client in accordance with the relevant Schedules in all material respects.
- 3.10 Juniper reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement and Juniper shall notify the Client in any such event.
- 3.11 These terms and conditions govern the overall relationship of the parties in relation to any of the Services provided by Juniper to the Client from time to time.
- 3.12 The Client shall be entitled from time to time to request in writing the provision of any additional Services from Juniper and Juniper shall be free to accept or reject such request.
- 3.13 Each Order Form:
- 3.13.1 shall be entered into by the Client and Juniper; and
 - 3.13.2 forms a separate contract between them.

4. COMMENCEMENT AND DURATION

- 4.1 This Contract shall commence on the Start Date.
- 4.2 For Ad-Hoc Services:
- 4.2.1 Unless terminated earlier in accordance with clause 22, this Contract shall continue until such time the Ad-Hoc Services have been completed whereupon this Contract will automatically expire.
 - 4.2.2 Ad-Hoc Services will not automatically renew or be extended unless otherwise agreed in writing between the parties.
- 4.3 For Subscription Services:
- 4.3.1 Unless terminated earlier in accordance with clause 22 or clause 4.3.2 below, this Contract shall continue for the Initial Term and shall automatically extend for an Extended Term both at the end of the Initial Term and at the end of each Extended Term.
 - 4.3.2 A party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

5. SUPPLY OF SERVICES

- 5.1 Juniper shall supply the Services specified in the Order Form from the Start Date unless agreed between the parties otherwise.
- 5.2 In supplying the Services, Juniper shall:
- 5.2.1 perform the Services with the level of care, skill and diligence in accordance with good practice in Juniper's industry, profession or trade;
 - 5.2.2 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in this Contract;
 - 5.2.3 comply with all applicable laws, statutes, regulations and the Mandatory Policies; and
 - 5.2.4 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises.

- 5.3 Juniper shall use all reasonable endeavours to meet any performance dates specified in an Order Form but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 5.4 Juniper expressly does not warrant that any result or objective whether stated in this Contract or not shall be achieved, be achievable or be attained at all or by a given completion date or any other date.
- 5.5 All resources supplied or requested are subject to availability and may be subject to a first-come-first-served basis. Juniper will always endeavour to provide the Client with the exact resources requested or an appropriate alternative.
- 5.6 Juniper's Personnel shall leave a customer satisfaction form after every Visit. Juniper's Representative shall evaluate all feedback and follow up if it feels necessary to do so.

6. CLIENT'S OBLIGATIONS

- 6.1 The Client shall at all times and in all respects:
- 6.1.1 co-operate with Juniper in all matters arising under this Contract or otherwise relating to the performance of the Services;
 - 6.1.2 perform its obligations in accordance with the terms of this Contract;
 - 6.1.3 pay the Charges in accordance with the Order Form and the provisions of clause 8;
 - 6.1.4 provide unobstructed and safe access to its premises and data, and such other facilities as may reasonably be requested by Juniper and agreed with the Client in advance, for the purposes of the Services;
 - 6.1.5 provide the Client Materials to Juniper in a timely manner, and all other information or other items necessary for the provision of the Services;
 - 6.1.6 instruct the Client's Personnel to co-operate and assist Juniper where reasonably requested to do so. Juniper will not tolerate any physical/verbal abuse or discriminatory behaviour towards its staff;
 - 6.1.7 make every effort to take care of all Items on loan as Juniper reserves the right to charge for any lost, damaged or overdue item;
 - 6.1.8 comply with all applicable laws, statutes, regulations and the Mandatory Policies; and
 - 6.1.9 obtain and maintain all necessary licences, qualifications, permits and consents required to enable Juniper to perform the Services and otherwise comply with its obligations under this Contract; and

6.1.10 inform Juniper of all health and safety rules and regulations and any other reasonable security requirements that apply at the Delivery Address.

6.2 If a Client enters into this Contract as a local authority school and, during the Term, the Client changes its status to become an academy, the remaining Services and prepayment for the same for the Contract Year in which the conversion is completed, may be transferred into its new academy name but a new Order Form will have to be completed and the then current Order Form should terminate immediately prior to both parties entering into such new Order Form.

7. SUSPENSION OF SERVICES

7.1 If Juniper is prevented or delayed in performing the Services for any reason attributable to the Client and its Personnel, then Juniper (without prejudice to its other rights):

7.1.1 may suspend performance of the until such time as the Client fully remedies its breach or default;

7.1.2 shall not be liable for any losses, damages, costs and expenses incurred by the Client as a result of such suspension; and

7.1.3 shall recover from the Client on a full indemnity basis all losses incurred by Juniper arising from the Client or its Personnel's acts or omissions resulting in a suspension of the Services.

8. CHARGES

8.1 The Charges payable by the Client in respect of the Services are set out in the Order Form.

8.2 The Client shall be invoiced as set out in the Order Form but where such frequency is undetermined, the Client shall be invoiced once per term in advance during the Term.

8.3 Juniper will be entitled to be reimbursed by the Client for all out-of-pocket expenses (including travelling and entertainment expenses but not parking fines or road traffic offence fines) incurred by Juniper and Juniper Personnel in the proper provision of the Services.

8.4 Juniper may increase the Charges for the Services for all of its customers including the Client for each Contract Year by giving the Client not less than 15 Business Days' prior notice in writing. Such increases will take into account inflation, business costs and other relevant factors.

8.5 In addition to its rights under clause 8.4, Juniper may increase the Charges with immediate effect by written notice to the Client where there is an increase in the direct cost to Juniper of supplying the relevant Services and which is due to any factor beyond the control of Juniper.

8.6 The Client shall pay each invoice submitted by Juniper:

- 8.6.1 within 30 days of the date of the invoice or, if due and payable in advance, at least 5 days either before the Start Date or the Extended Term (as the case may be); and
- 8.6.2 in full and in cleared funds to a bank account nominated in writing by Juniper, and
- 8.6.3 time for payment shall be of the essence of the Contract.
- 8.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Juniper to the Client, the Client shall, on receipt of a valid VAT invoice from Juniper, pay to Juniper 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.
- 8.8 Juniper may charge the Client for any additional Losses incurred by Juniper caused by the Client's instructions, failure to provide instructions or failure to comply with Clause 6.1.
- 8.9 In addition to clause 8.8, a £25 administration fee shall become due and payable by the Client if the Client requests any changes to any agreed dates for Juniper to supply the Services.
- 8.10 If the Client fails to make a payment due to Juniper under the Contract by the due date for payment then, without limiting Juniper's alternative remedies:
- 8.10.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 8.10.2 Juniper shall not be obligated to provide, or continue to provide any further, Services or Deliverables until all outstanding payments have been made.
- 8.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.12 If the Client does not allow Juniper access to the Delivery Address or otherwise does not have the necessary authority to provide Juniper access to the Delivery Address to deliver the Service as arranged (and the Client does not have a good reason for this), Juniper may charge the Client additional costs incurred by Juniper as a result. If, despite Juniper's reasonable efforts, Juniper is unable to contact the Client or re-arrange access to the Site, Juniper may terminate this Contract.

Clauses 9 to 13 shall only apply to the use of Educational Resources Service.

9. EDUCATION RESOURCES

- 9.1 The Items are described in Juniper's catalogue and are available on a first come, first served basis.
- 9.2 Items are held for such period as agreed between the parties and set out in the Order Form.
- 9.3 Notwithstanding clause 9.2 and where the Initial Term is not defined in the Order Form, the Client is not authorised to hold artefacts for longer than one educational term of the Client at a time unless otherwise expressly agreed between the parties.
- 9.4 Juniper shall deliver the Items to the Delivery Address on the Start Date and Collect the Items from the Delivery Address on the expiry of the Term or, if earlier, the termination of this Contract.
- 9.5 The Client will provide full and unobstructed access to Juniper and its Personnel to all Items during the Term without delay or condition.
- 9.6 The Items shall at all times remain the property of Juniper, and the Client shall have no right, title or interest in or to the Items (save the right to possession and use of the Item subject to the terms and conditions of this Contract).
- 9.7 If the Client does not make the Items available for Collection by Juniper on the termination or expiry of the Services (as the case may be), Juniper shall continue to charge the Client for so long as it is in possession of the same and the Client should indemnify Juniper for any direct and indirect Losses suffered as a result of Juniper not being in possession for such Items from the date of termination or expiry.
- 9.8 The risk of loss, theft, damage or destruction of the Items shall pass to the Client on Delivery. The Items shall remain at the sole risk of the Client during the Term and any further term during which the Item is in the possession, custody or control of the Client (“**Risk Period**”) until such time as the Item is redelivered to Juniper. During the Term and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances:
- 9.8.1 insurance of the Items to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Juniper may from time to time nominate in writing;
- 9.8.2 insurance for such amounts as a prudent owner of the Items would insure for, or such amount as Juniper may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Items; and

- 9.8.3 insurance against such other or further risks relating to the Items as may be required by law, together with such other insurance as Juniper may from time to time consider reasonably necessary and advise to the Client.
- 9.9 The Client shall give immediate written notice to Juniper in the event of any loss, accident or damage to the Items arising out of or in connection with the Client's possession or use of the Items.
- 9.10 Without prejudice to any other rights or remedies of Juniper, the Client shall pay to Juniper a sum equal to the cost of replacing the relevant Item where a Total Loss has occurred.

10. CLIENT'S RESPONSIBILITIES

- 10.1 The Client shall during the term of this Contract and in relation to each Item:
- 10.1.1 ensure that the Item is kept in a suitable environment;
 - 10.1.2 take such steps (including compliance with all safety and usage instructions provided by Juniper) as may be necessary to ensure, so far as is reasonably practicable, that the Item is at all times safe and without risk to health when in the possession of the Client;
 - 10.1.3 maintain the Item at its own expense in good and substantial repair in order to keep it in as good a condition as it was on the Start Date (fair wear and tear only excepted) and shall make good any damage to the Item;
 - 10.1.4 make no alteration to the Item and shall not remove any existing component(s) from the Item;
 - 10.1.5 keep Juniper fully informed of all material matters relating to the Item;
 - 10.1.6 keep the Item at all times at the Delivery Address and shall not move or attempt to move any part of the Item to any other location without Juniper's prior written consent;
 - 10.1.7 permit Juniper or its Personnel to inspect the Item at any reasonable time and to enter the Delivery Address or any premises at which the Item is located, and shall grant reasonable access and facilities for such inspection;
 - 10.1.8 not, without the prior written consent of Juniper, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Item or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - 10.1.9 not without the prior written consent of Juniper, attach the Item to any land or building so as to cause the Item to become a permanent or immovable fixture on such land or building. If the Item does become affixed to any land or building then the Item must be

capable of being removed and the Client shall repair and make good any damage caused by the affixation or removal of the Item from any land or building and indemnify Juniper against all Losses incurred as a result of such affixation or removal;

10.1.10 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Juniper in the Item and, where the Item has become affixed to any land or building, the Client must take all necessary steps to ensure that Juniper may enter such land or building and recover the Item both during the Term of this Contract and for a reasonable period thereafter;

10.1.11 not suffer or permit the Item to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Item is so confiscated, seized or taken, the Client shall notify Juniper and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Item and shall indemnify Juniper on demand against all Losses incurred as a result of such confiscation;

10.1.12 not use the Item for any unlawful purpose;

10.1.13 ensure that at all times the Item remains identifiable as being Juniper's property;

10.1.14 deliver up the Item at the expiry of the Initial Term or Extended Term (as the case may be) or on earlier termination of this Contract at such address as Juniper requires, or if necessary allow Juniper or its representatives access to the Delivery Address or any other premises where the Item is located for the purpose of removing the Item; and

10.1.15 not do or permit to be done anything which could invalidate the insurances referred to in clause 9.6.

10.2 The Client acknowledges that Juniper shall not be responsible for any loss of or damage to the Item arising out of or in connection with any negligence, misuse, mishandling of the Item or otherwise caused by the Client or its Personnel.

10.3 The Client undertakes to indemnify Juniper on demand against all Losses of whatever nature otherwise arising out of or in connection with any failure by the Client to comply with this clause 10.

10.4 If the Item is damaged or the Client does not make the Item available to Juniper on expiry or termination of this Contract, then Juniper's consent to the Client's possession of the Item shall terminate and Juniper may, by its authorised representatives, without notice and at the Client's expense:

- 10.4.1 retake possession of the Item and for this purpose may enter the Delivery Address or any premises at which the Item is located; and
- 10.4.2 without prejudice to any other rights or remedies of the Client, the Client shall pay to Juniper on demand:
- (a) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 8.10.1; and
 - (b) any Losses incurred by Juniper in recovering Items and/or in collecting any monies due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

11. DELIVERY OF ITEMS

- 11.1 Juniper shall ensure that:
- 11.1.1 each delivery of the Items is accompanied by a delivery note which shows the type and quantity of the Items, special storage instructions (if any) and, if being delivered by instalments, the outstanding balance of Items remaining to be delivered; and
 - 11.1.2 it states clearly on the delivery note any requirement for the Client to return any packaging material to Juniper. The Client shall make any such packaging materials available for Collection at such times as Juniper shall reasonably request. Returns of packaging materials shall be at Juniper's expense.
- 11.2 Juniper shall deliver the Items to the Delivery Address or such other location as the parties may agree at least 3 days prior to the due date of Delivery.
- 11.3 Any dates quoted for Delivery of the Items are approximate only, and the time of Delivery is not of the essence.
- 11.4 Juniper shall not be liable for any delay in Delivery that is caused by a Force Majeure Event or the Client's failure to provide Juniper with adequate Delivery instructions or any other instructions that are relevant to the supply of the Items.
- 11.5 If the Client fails to accept Delivery of the Items, then (except where such failure or delay is caused by a Force Majeure Event or by Juniper's failure to comply with its obligations under the Contract in respect of the Items) Juniper shall store the Items until delivery takes place and charge the Client for all related costs and expenses (including insurance).
- 11.6 If ten Business Days after the day on which Juniper attempted Delivery, the Client has not accepted Delivery of them, Juniper may re-hire part or all of the Items to a third party and this Contract shall be terminated.

11.7 Juniper may deliver the Items in instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in Delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

11.8 On expiry or termination of this Contract (as the case may be), the Client shall ensure the Items are freely accessible and available and Juniper will Collect the Items from the Delivery Address.

12. QUALITY OF ITEMS

12.1 On delivery, the Items shall conform in all material respects with their description.

12.2 The Client acknowledges and accepts that the Items will not be in new or perfect condition and Juniper makes no claim or representation that the Items will be fit for purpose.

13. TITLE AND RISK IN ITEMS

13.1 The risk in the Items shall pass to the Client on Delivery.

13.2 Title to the Items shall not pass to the Client at any time.

13.3 Whilst in possession of the Items, the Client shall:

13.3.1 store the Items separately from all other equipment and items held by the Client so that they remain readily identifiable as Juniper's property;

13.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Items;

13.3.3 maintain the Items in the same condition as they were received in and keep them insured against all risks for their full price on Juniper's behalf from delivery; and

13.3.4 give Juniper such information relating to the Items as Juniper may require from time to time.

14. DATA PROTECTION

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 14, **Applicable Laws** means (for so long as and to the extent that they apply to the parties) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Juniper is the processor.

- 14.3 Without prejudice to the generality of clause 14.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Juniper for the duration and purposes of the Contract.
- 14.4 Without prejudice to the generality of clause 14.1, Juniper shall, in relation to any personal data processed in connection with the performance by Juniper of its obligations under the Contract:
- 14.4.1 process that personal data only on the documented written instructions of the Client unless Juniper is required by Applicable Laws to otherwise process that personal data. Where Juniper is relying on Applicable Laws as the basis for processing personal data, Juniper shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Juniper from so notifying the Client;
- 14.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 14.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 14.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (a) the Client or Juniper has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Juniper complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;
- and

(d) Juniper complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;

14.4.5 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

14.4.6 notify the Client without undue delay on becoming aware of a personal data breach; and

14.4.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of this Contract unless required by Applicable Law to store the personal data.

14.5 The Client consents to Juniper appointing third party processors of personal data under the Contract. Juniper confirms that it will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 14.

14.6 Either party may, at any time on not less than 30 days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

15. FREEDOM OF INFORMATION

15.1 Juniper acknowledges that where the Client is subject to the requirements of the FOIA and the EIRs. Juniper shall:

15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;

15.1.2 transfer to the Client all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;

15.1.3 provide the Client with a copy of all Information belonging to the Client requested in the Request For Information which is in Juniper's possession or control in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request for such Information; and

15.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Client.

15.2 Juniper acknowledges that the Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from Juniper. The Client shall take reasonable steps to notify Juniper of a Request For

Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15.3 The Client acknowledges and agrees that all decisions made by Juniper pursuant to a request under the Acts is solely a matter for and at the discretion of Juniper.

15.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), Juniper shall be entitled to disclose information in whatever form pursuant to a request made under the Acts, save that in relation to any information that is Exempt Information. Juniper shall use reasonable endeavours (but shall not be obliged) to consult the Client and shall not:

15.4.1 confirm or deny that information is held by Juniper; or

15.4.2 disclose information requested to the extent that in Juniper's opinion the information is eligible in the circumstances for an exemption,

and therefore Juniper may lawfully refrain from doing either of the things described in clauses 15.4.1 and 15.4.2.

15.5 In relation to information relating to the Client or the Contract which the Client requests should be exempt under the Acts ("**Exempt Information**"), the Client shall indemnify Juniper for any and all costs (including legal fees) incurred by Juniper in:

15.5.1 assessing the application of any exemption under the Acts; and/or

15.5.2 responding to any notice under the Acts; and/or

15.5.3 lodging any appeal against a decision of the Information Commissioner in relation to disclosure where such costs are incurred pursuant to efforts by Juniper to withhold Exempt Information.

15.5.4 Juniper shall in no event be liable for any Losses, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under the Acts of any Exempt Information or other information whether relating to this Contract or otherwise relating to the Client.

15.6 The Client shall assist Juniper as reasonably necessary to enable Juniper to comply with its obligations under the Acts.

16. EXCLUSIVITY

- 16.1 Juniper shall be the exclusive supplier to the Client of the Services. The Client shall not purchase, directly or indirectly, any services which are the same as or similar to the Services from any other person during the Term.
- 16.2 Nothing in this Contract shall restrict Juniper from supplying any services which are the same as or similar to the Services to other of its customers.

17. INTELLECTUAL PROPERTY

- 17.1 Juniper and its licensors shall retain ownership of all Juniper Background IPRs and all Foreground IPRs.
- 17.2 Juniper grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, non-exclusive, royalty-free revocable licence during the Term to copy (but not modify) Juniper's Background and Foreground IPRs for the purpose of receiving and using the Services and the Deliverables.
- 17.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 17.2.
- 17.4 The Client shall, promptly at Juniper's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as Juniper may from time to time require for the purpose of securing for Juniper the full benefit of this Contract, including all rights, title and interest in and to the Foreground IPRs.

18. LIMITATION OF LIABILITY

- 18.1 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 18.
- 18.2 Subject to clauses 18.5 and 18.6, the total liability for each Contract Year of:
- 18.2.1 Juniper, howsoever arising under or in connection with this Contract, shall not exceed an amount equal to the sums paid by the Client to Juniper for the Services under this Contract (to the exclusion of any other contracts between the parties) in the relevant Contract Year in which the claim relates;
- 18.2.2 the Client, howsoever arising under or in connection with this Contract, shall not exceed the sum of £45,000.
- 18.3 Subject to clause 18.6, Juniper shall not be liable for consequential, indirect or special losses.

- 18.4 Subject to clause 18.6, Juniper shall not be liable for any of the following (whether direct or indirect):
- 18.4.1 loss of profit;
 - 18.4.2 loss of data;
 - 18.4.3 loss of use or corruption of software, data or information;
 - 18.4.4 loss of production;
 - 18.4.5 loss of agreements or contracts;
 - 18.4.6 loss of opportunity;
 - 18.4.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 18.4.8 harm to reputation or loss of goodwill.
- 18.5 The limitations of liability set out in clauses 18.2 to 18.4 shall not apply in respect of any indemnities given by the Client under this Contract and any monies referred to in clause 18.7.
- 18.6 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 18.6.1 death or personal injury caused by negligence;
 - 18.6.2 fraud or fraudulent misrepresentation; or
 - 18.6.3 any other losses which cannot be excluded or limited by applicable law.
- 18.7 For Contract terminations, Juniper reserves the right to charge the Client:
- 18.7.1 in relation to Services ordered on a subscription basis: £100 and such cancellations must be given a least one school term's notice;
 - 18.7.2 in relation to Visits: the Charges for Visits cancelled with less than 10 working days' notice;
 - 18.7.3 in relation to the Finance Staff Recruitment Service: either: (i) £100 if the Client cancels such Service prior to any interview material being prepared and sent to the Client; or (ii) £200 after the Client has received the interview material;
 - 18.7.4 in relation to training: the higher of either: (i) the Charges; or (ii) an administration fee of £35 per person, for any training cancelled with less than 10 Business Days' notice;
 - 18.7.5 in relation to meetings: the higher of either: (i) the Charges; or (ii) an administration fee of £100 for any meetings cancelled (not postponed);

- 18.7.6 in relation to Internal Controls Evaluation: £100 administration fee if the Client is a local authority fee school and it cancels such Service. The Client shall be refunded the Charges less such £100 administration fee. If the Client is an academy and it cancels such Service, the Client shall be refunded the Charges less £300 administration fee less the reasonable costs for any preparation work already undertaken by Juniper;
- 18.7.7 in relation to bookbus Visit cancellations: £50 administration fee for any cancellations that occur on less than 10 working days' notice; and
- 18.7.8 in relation to Items: the Charges for any Items not returned to Juniper when due.

19. INSURANCE

- 19.1 Juniper has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause 19 reflect the insurance cover Juniper has been able to arrange and the Client is responsible for making its own arrangements for any excess loss.
- 19.2 Unless the Client notifies Juniper that it intends to make a claim in respect of an event within the notice period, Juniper shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 19.3 In respect of any indemnity given by either party under this Contract, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

20. ANTI-BRIBERY

- 20.1 For the purposes of this clause 20 the expressions “adequate procedures” and “associated with” shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 20.2 Each party shall ensure that it and each person referred to in clauses 20.2.1 to 20.2.3 (inclusive) does not, by any act or omission, place itself or the other party in breach of any Bribery Laws. Each party shall comply with all applicable Bribery Laws in connection with the performance of this Contract, ensure that it has in place adequate procedures to prevent any breach of this clause 20 and ensure that:
- 20.2.1 all of its personnel and all of its direct and indirect subcontractors, suppliers, agents and other intermediaries;
- 20.2.2 all others associated with it; and

20.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 20.2.1 and/or 20.2.2,

involved in connection with this Contract so comply.

20.3 Without limitation to clause 20.2, each party shall not in connection with this Contract make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the UK or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

20.4 Each party shall immediately notify the other party as soon as it becomes aware of a breach of any of the requirements in this clause 20.

21. MODERN SLAVERY

21.1 The Client undertakes, warrants and represents that:

21.1.1 neither the Client nor any of its Personnel has:

- (a) committed an offence under the Modern Slavery Act 2015 (an “**MSA Offence**”);
or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

21.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

21.1.3 it shall notify Juniper immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Client’s obligations under clause 21. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client’s obligations.

21.2 Any breach of clause 21.1 by the Client shall be deemed a material breach of this Contract.

22. TERMINATION

22.1 Without affecting any other right or remedy available to it, either party to this Contract may terminate it with immediate effect by giving written notice to the other party if:

- 22.1.1 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- 22.1.2 the other party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 22.1.3 the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- 22.1.4 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;
- 22.1.5 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;
- 22.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party 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;
- 22.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
- 22.1.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 22.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 22.1.10 the other party is the subject of a bankruptcy petition, application or order;
- 22.1.11 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;

22.1.12 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 clauses 22.1.4 to 22.1.11 (inclusive); or

22.1.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

23. CONSEQUENCES OF TERMINATION AND EXPIRY

23.1 Termination or expiry of this Contract shall not affect any other agreements made pursuant to these terms and conditions between the parties.

23.2 On termination or expiry of this Contract:

23.2.1 Juniper shall immediately deliver to the Client all Deliverables whether or not then complete and return all Client Materials;

23.2.2 in relation to any Charges paid in advance, there will be no refund for any prior paid, unused Services for the remaining part of the Contract Year after the date of termination during which the cancellation occurs;

23.2.3 the Client shall immediately return all Juniper Materials and Items to Juniper. If the Client fails to do so, then Juniper may enter any of the Client's premises and take possession of them. Until they have been returned or delivered, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

23.2.4 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 this Contract which existed at or before the date of termination or expiry shall not be affected; and

23.2.5 the following clauses shall continue in force: clauses 1; 2; 8; 10; 13; 14; 15; 17; 18; 19; 20; 21; 23; 24; 25; 27; 30; 32; 33; 36; 37; 40; 41; 43 and 44.

24. NON-SOLICITATION

24.1 In order to protect the legitimate business interests of Juniper, the Client shall not (without the prior written consent of Juniper) at any time from the Start Date until the expiry of 12 months after the expiry or termination of this Contract (as the case may be), solicit or entice away from

the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, officer, agent or subcontractor of Juniper in the provision of the Services (“**Restricted Person**”).

- 24.2 Any consent given by Juniper in accordance with clause 24.1 shall be subject to the Client paying to Juniper a sum equivalent to 50% of the then current annual remuneration of Juniper's employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.
- 24.3 Notwithstanding clause 24.2, the Client may employ or engage a Restricted Person who has responded directly (and not due to any notice or encouragement by the Client) to a bona fide recruitment drive either through a recruitment agency engaged by the Client or via an advertisement placed publicly by the Client (either in the press, social media, online or in trade and industry publications) and in doing so, the Client shall pay to Juniper a sum equivalent to 25% of the then current annual remuneration of Juniper's employee, consultant or subcontractor or, if higher, 25% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor .
- 24.4 The provisions in this clause 24 shall be without prejudice to Juniper's ability to seek damages or claim injunctive relief.

25. CONFIDENTIALITY

- 25.1 Each party undertakes that it shall not at any time during the Term, and for a period of five years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 25.2.
- 25.2 Each party may disclose the other party's confidential information:
- 25.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 25.2; and
- 25.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 25.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

26. FORCE MAJEURE

- 26.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- 26.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 26.1.2 epidemic or pandemic;
 - 26.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 26.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 26.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 26.1.6 collapse of buildings, fire, explosion or accident;
 - 26.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);
 - 26.1.8 non-performance by suppliers or subcontractors; and
 - 26.1.9 interruption or failure of utility service.
- 26.2 Provided it has complied with clause 26.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 26.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 26.4 The Affected Party shall:
- 26.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Contract; and
 - 26.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

26.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

27. ANNOUNCEMENTS

27.1 Subject to clause 27.2, no announcement or other public disclosure concerning this Contract or any of the matters contained in it shall be made by, or on behalf of, the Client without the prior written consent of Juniper. The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.

27.2 If the Client is required to make an announcement or other public disclosure concerning this Contract or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. The Client shall:

27.2.1 notify Juniper as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;

27.2.2 make the relevant announcement or public disclosure after consultation with Juniper so far as is reasonably practicable; and

27.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of Juniper as to its form and content and the manner of its release, so far as is reasonably practicable.

28. SET OFF

Except as expressly set out in this Contract, each party shall pay all sums that it owes to the other party under this Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

29. COMPLIANCE WITH LAW

Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Contract.

30. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

30.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

30.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Client Representative and Juniper Representative shall attempt in good faith to resolve the Dispute; and

30.1.2 if the Client Representative and Juniper Representative are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 14 days after the date of the ADR notice.

30.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 44 which clause shall apply at all times.

30.3 If the Dispute is not resolved within 14 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 14 days, or the mediation terminates before the expiration of the said period of 14 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 44 of these Terms and Conditions.

31. VARIATION

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

32. WAIVER

32.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

32.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right

or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

32.3 A party that waives a right or remedy provided under these terms and conditions or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

33. RIGHTS AND REMEDIES

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

34. FURTHER ASSURANCE

The Client shall at the request of Juniper, and at the cost of the Client, do all acts and execute all documents which are necessary to give full effect to this Contract.

35. COSTS AND EXPENSES

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Contract (and any documents referred to in it).

36. SEVERANCE

36.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

36.2 If any provision or part-provision of this Contract is deemed deleted under clause 36.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

37. ENTIRE AGREEMENT

37.1 This Contract 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.

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

38. ASSIGNMENT AND OTHER DEALINGS

The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of Juniper shall be authorised to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the Client.

39. NO PARTNERSHIP OR AGENCY

39.1 Nothing in this Contract 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.

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

40. THIRD PARTY RIGHTS

40.1 Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

40.2 The rights or the parties to rescind or vary this Contract are not subject to the consent of any person.

41. NOTICES

41.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:

41.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service to:

(a) if addressed to the Client, to the Client's Address; or

(b) if address to Juniper, to Juniper's Address; or

41.1.2 sent by email to the relevant party's email address specified in the Order Form.

41.2 Any notice or communication shall be deemed to have been received:

41.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

41.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

41.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 41.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

41.4 A notice given under this Contract is not valid if sent by email.

42. COUNTERPARTS

42.1 The Order Form may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

42.2 Transmission of an executed counterpart of the Order Form (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Order Form, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

42.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

43. GOVERNING LAW

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

44. JURISDICTION

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

THIS CONTRACT has been entered into on the Start Date of the Order Form to which it relates.