



S A Partners Terms and Conditions

Issued January 1st, 2021

1 INTERPRETATION

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

1.1 Definitions:

Business Day	A day other than a Saturday, Sunday, or public holiday.
Charges	The charges payable by the Client for the supply of the Services in accordance with clause 5.
Client	The entity or firm who purchases Services from the Supplier.
Client Default	When the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation.
Client Materials	All documents, information, items, and materials in any form whether owned by the Client or a third party which are provided by the Client to the Supplier in connection with the Services.
Commencement Date	The date agreed between the Client and the Supplier for the commencement of services.
Conditions	These terms and conditions as amended from time to time in accordance with this contract.
Contract	The contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.
Data Protection Legislation	The UK Data Protection Legislation, appropriate Australian and USA federal law and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Deliverables	Any output of the Services to be provided by the Supplier to the Client as identified in the Proposal and any other documents, products and materials provided by the Supplier to the Client in relation to the Services.
Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to



sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information 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.

Programme Managers	Those individuals identified by the Supplier who will be responsible for the Client's account and the smooth running of its programme of services.
Proposal Acceptance	Written confirmation by the Supplier of the Client's acceptance of the Proposal.
Proposal	The description or proposal of the Services provided in writing by the Supplier to the Client.
Services	the consultancy, training, and strategic services to be supplied by the Supplier to the Client as set out in the Proposal.
Supplier	S A Partners LLP registered in England and Wales with LLP number OC308491 whose registered office is at Y Borth, 13 Beddau Way, Castlegate Business Park, Caerphilly CF83 2AX, S A Partners Lean Consultancy Limited, whose registered address is in Ireland S A Partners USA Inc, whose registered address is in USA S A Partners PTY Limited, whose registered address is in Australia
UK Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK including the Australian Privacy Act 1988, General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.2 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.

1.2.3 A reference to writing or written includes email.

2 BASIS OF CONTRACT

- 2.1 The Supplier will scope out the requirements of a Client and present a Proposal to the Client in connection with the provision of the Services.
- 2.2 The Client will confirm if it wishes to proceed on the basis of the Proposal and these Conditions and the Supplier will issue a Proposal Acceptance Confirmation at which point, and on which date this Contract shall come into existence (Commencement Date).
- 2.3 Acceptance of the Proposal by the Client is, unless otherwise agreed in writing, acceptance of the supply of the total package of Services as set out in the Proposal.
- 2.4 Any Proposal given by the Supplier shall not constitute an offer and is valid for and is available for acceptance for a period of 6 months from its date of issue.

3 SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Client in accordance with the Proposal in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Proposal if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 3.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

4 CLIENT'S OBLIGATIONS

- 4.1 The Client shall:
 - 4.1.1 co-operate with the Supplier in all matters relating to the Services.
 - 4.1.2 if required, provide the Supplier, its employees, agents, consultants, and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier.
 - 4.1.3 provide the Supplier with access to employees of the Client to enable the Supplier to meet its obligations in the Proposal (this will relate to day-to-day work and minimum numbers for training courses to be completed).

4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.

4.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Commencement Date.

4.1.6 comply with all applicable laws, including health and safety laws.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed as a result of a Client Default: -

4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations.

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

4.2.3 the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

4.2.4 in the event that the Client Default prevents the Supplier from delivering the Services as set out in the Proposal, the Client will be liable to pay for the full package of Services as set out in the Proposal.

5 CHARGES, PAYMENT & SCHEDULING

5.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the Charges. The Charges for the Services are as set out in the Proposal

5.2 Where the Charges are calculated on a time and materials basis, the Supplier's fee rates for each individual are calculated on the basis of an eight-hour day worked from 8.00 am to 4.00 pm on Business Days, although extended hours and weekend work will be conducted if specified as part of the Proposal.

5.3 The Charges exclude the following which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:-

5.3.1 travelling expenses, hotel costs, subsistence and any associated expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services; and

5.3.2 for the cost to the Supplier of any materials or services procured by the Supplier from third parties and required by the Supplier for the performance of the Services.

5.4 Car expenses and business mileage will be charged at the agreed market rate with hotels and ~~meals charged at cost. Long haul flights (>10 hours) will be charged as business class flights.~~

- 5.5 Travel time of more than 2 hours will be incorporated into the working day. Travel time of over 4 hours will be charged as a half or full days day rate. Travel time starts from a consultant's personal residence.
- 5.6 All expenses are subject to a 5 % administration charge.
- 5.7 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index.
- 5.8 The Supplier shall invoice the Client for the Charges in the intervals indicated in the Proposal unless otherwise agreed in writing. If no intervals are so specified, the Supplier shall invoice the Client on or before the Commencement Date.
- 5.9 The Client shall pay each invoice submitted by the Supplier within 30 days of the date of an invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Client, in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 5.10 All amounts payable to the Supplier under the Contract: -
- 5.10.1 are exclusive of government supplier service provision tax (VAT, GST or Sales Tax), and the Client shall in addition pay an amount equal to any taxes chargeable on those sums on delivery of a tax inclusive invoice; and
- 5.10.2 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).
- 5.11 Without prejudice to any other right or remedy that it may have, if the Client fails to make a payment due to the Supplier under the Contract by the due date: -
- 5.11.1 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 will accrue at 4% a year above the base rates set regionally by Bank of England, European Central Bank, Federal Reserve Bank of Australia or Federal Reserve Bank of America, or at 4% a year for any period when that base rate is below 0%; and
- 5.11.2 the Supplier may suspend all or part of the Services until payment has been made in full if any invoice is still outstanding 60 days after the end of the agreed payment term; and
- 5.11.3 the Supplier may take legal action to recover the amount outstanding if any invoice is still outstanding 90 days after the end of the agreed payment term.
- 5.12 As far as possible, the Supplier will manage the Contract in line with the agreed Proposal with regard to days, Charges, and Deliverables. The Supplier will highlight any issues to the Client through the Programme Managers if the programme is falling behind schedule. The Supplier is required to book consultants' time in advance in order to deliver programmes to clients. If provision of the Services is delayed, then the Supplier will use reasonable endeavours to re-schedule however if the Services cannot be rescheduled due to issues with availability then the Supplier has the right to invoice any amounts outstanding under a Proposal in full.

5.13 If the Contract is cancelled for any reason by the Client prior to completion of the Proposal without the prior written agreement of the Supplier, the Supplier may invoice any amounts outstanding under the Proposal in full (“Early Cancellation Fee”). The Early Cancellation Fee is chargeable as the Supplier will have already booked in time for Consultants to deliver the Proposal. The Early Termination Fee is payable in accordance with clause 5.9.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 In relation to the Deliverables:

6.1.1 the Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials;

6.1.2 the Supplier grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and

6.1.3 the Client shall not sub-license, assign or otherwise transfer the rights granted in this clause.

6.2 In relation to the Client Materials, the Client:

6.2.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

6.2.2 grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Contract for the purpose of providing the Services to the Client.

6.3 The Supplier:

6.3.1 warrants that the receipt, use of the Services and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third party;

6.3.2 shall, subject to clause 8, indemnify the Client in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables; and

6.3.3 shall not be in breach of the warranty at clause 6.3.1, and the Client shall have no claim under the indemnity at clause 6.3.2, to the extent the infringement arises from:

6.3.1.1 the use of the Client Materials in the development of, or the inclusion of the Client Materials in any of the Deliverables;



- 6.3.1.2 any modification of the Deliverables or Services, other than by or on behalf of the Supplier; and
- 6.3.1.3 compliance with the Client's specifications or instructions.

6.4 The Client:

6.4.1 warrants that the receipt and use of the Client Materials in the performance of the Contract by the Supplier, its agents, subcontractors, or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

6.4.2 shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of the Client Materials.

6.5 The Client undertakes to ensure that any copyright statements, logos, trademarks, or attributions are retained on all Deliverables provided by the Supplier.

7 DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of Data Protection Legislation.

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

7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

7.4 Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

7.4.1 process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;

7.4.2 ensure that it has in place appropriate technical and organisational measures, 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);

- 7.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 7.4.4 not transfer any personal data outside of the UK, USA, Australian or the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 7.4.4.1 the Client or the Supplier has provided appropriate safeguards in relation to the transfer.
 - 7.4.4.2 the data subject has enforceable rights and effective legal remedies.
 - 7.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 7.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data.
- 7.4.5 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;
- 7.4.6 notify the Client without undue delay on becoming aware of a personal data breach;
- 7.4.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the personal data
- 7.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 7.5 The Client does not consent to the Supplier appointing any third-party processor of personal data under the Contract.
- 7.6 Either party may, at any time on not less than 30 days' notice, revise this clause 7 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).

8 LIMITATION OF LIABILITY:

- 8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims.
- 8.2 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 8.4.1 death or personal injury caused by negligence.
 - 8.4.2 fraud or fraudulent misrepresentation; and
 - 8.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
- 8.5 Subject to clause 8.3 and 8.4, the following types of loss are wholly excluded: -
- 8.5.1 loss of profits;
 - 8.5.2 loss of sales or business;
 - 8.5.3 loss of agreements or contracts;
 - 8.5.4 loss of anticipated savings;
 - 8.5.5 loss of use or corruption of software, data or information.
 - 8.5.6 loss of or damage to goodwill; and
 - 8.5.7 indirect or consequential loss.
- 8.6 Subject to clause 8.3, 8.4 and 8.5, the Supplier's total liability to the Client for any claim arising shall not exceed the total Charges paid by the Client to the Supplier in the 12 months prior to the date of such claim.
- 8.7 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9 TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice. As the Supplier will have booked consultants' time in advance in connection with the provision of the Services, if the Client

terminates the Contract before completion of the Proposal then the Supplier may invoice the Client for payment in full of the remaining Charges payable in respect of the Proposal.

- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so;
 - 9.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 9.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract if the Client becomes subject to any of the events listed in clause 9.2.2 to clause 9.2.4, or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 9.5 In all cases under clause 9.3 and clause 9.4, the Client remains liable for the full value of Services contracted under and any live Proposal.

10 CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract:
- 10.1.1 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied or for services committed to but as yet not supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - 10.1.2 the Client shall return any Deliverables which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 10.2 Termination of the Contract 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 Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11 GENERALS

- 11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 Assignment and other dealings
- 11.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under the Contract.
- 11.2.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 11.3 Confidentiality
- 11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 11.3.2.
- 11.3.2 Each party may disclose the other party's confidential information:
- 11.3.2.1 to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
- 11.3.2.2 as may be required by law or regulation, or a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.3.4 The Client agrees that, if the Supplier acts for other clients who are or who become competitors of the Client, it will be sufficient for the Supplier to take such steps as it considers appropriate to preserve the confidentiality of information given to the Supplier by the Client, both during and after this engagement. These may include taking the same or similar steps as the Supplier takes in respect of the confidentiality of its own information.

- 11.3.5 In addition, if the Supplier acts for other clients whose interests are or may be averse to the Client's interests, the Supplier will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams and separate arrangements for storage of, and access to, information.
- 11.3.6 The Client agrees that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 11.3.7 The Supplier may, on occasion, use consultants or subcontractors in connection with a Proposal. If it does so, the Supplier will ensure that they have professional obligations of confidentiality or are bound by terms requiring them to keep Client information confidential.
- 11.4 Entire agreement
- 11.4.1 The 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.
- 11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.7 shall not affect the validity and enforceability of the rest of the Contract.
- 11.8 Notices.

- 11.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to finance@sapartners.com in respect of the Supplier and in respect of the Client, to any contact email addresses provided to the Supplier at the outset of the Contract or as otherwise notified to the Supplier for the purposes of this clause 8. Any notice or communication shall be deemed to have been received:
- 11.8.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- 11.8.1.2 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.
- 11.8.1.3 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 11.8.2.3, business hours mean 9.00am to 5.00pm on a Business Day in the place of receipt.
- 11.8.2 This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.9 Third party rights
- 11.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 11.10 Governing law. The 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 appropriate Australian, USA, UK, or European law.
- 11.11 Jurisdiction. Each party irrevocably agrees that the courts of appropriate Australian, USA, UK, or Europe shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 11.12 Promotions. The Supplier reserves the right, for the purpose of promotional activity, training, or other business purposes, to name the Client and to give a summary of the Services which are being provided. This will not involve the disclosure of any Confidential Information.
- 11.13 Providing a satisfactory service
- 11.13.1 The Supplier is committed to providing the Client with a high-quality service that is both efficient and effective. The Supplier is willing to discuss how the service could be improved, or if a Client is dissatisfied with the service you are receiving, please email the Supplier's Managing Partner whose details can be found on the website.

11.13.2 The Supplier undertakes to investigate any complaint or improvement suggestion carefully and promptly.