



Terms and Conditions

Introduction and Interpretation

These terms and conditions shall apply to any agreements entered into by Bentley Jennison Business Solutions Limited for the supply of any products, services and supporting documentation.

1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Associated Company"	means in relation to either the CUSTOMER or Bentley Jennison Business Solutions Limited a company which is a subsidiary or a holding company of it or any company which is a subsidiary of such holding company, "holding company" and "subsidiary" having the meanings ascribed to them in accordance with section 736 of the Companies Act 1985 (as amended);
" 4Staffhandbooks "	means Bentley Jennison Business Solutions Limited's packaged software known as 4Staffhandbooks in the version currently commercially available at the date of this Agreement for a maximum of 250 end users,
"the Documentation"	means the 4Staffhandbooks user manuals supplied to the CUSTOMER by Bentley Jennison Business Solutions Limited and as amended from time to time;
"the 4Staffhandbooks Materials"	means 4Staffhandbooks and the Documentation;
"the Environment"	means the CUSTOMER's clients (web browsers) and Bentley Jennison Business Solutions Limited's hardware, including server and clients, together with all system, database and networking software as described in the attached Technical Datasheet;
"Intellectual Property Rights"	means any patents, trade marks, service marks, design rights (whether registerable or otherwise) or applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the UK);
"Install" and "Installation"	means the loading of 4Staffhandbooks onto the Environment. "Date of Installation" shall mean the date upon which 4Staffhandbooks is installed;
"the Licence"	means the licence set out in clause 6;
"Principal Warranty"	means the warranty regarding Bentley Jennison Business Solutions Limited's products and services detailed in clause 5.1;
"Services"	means the Support Service provided under clause 7 and any implementation and consultancy services agreed to be provided to the CUSTOMER by Bentley Jennison Business Solutions Limited;
"Shared Hosting Fee"	means the monthly hosting charge for hosting 4Staffhandbooks on Bentley Jennison Business Solutions Limited's shared server;
"Software Product(s)"	The software product(s) listed on the Front Sheet;
"Support Fee"	means the infrastructure fee for the Support Services chargeable by Bentley Jennison Business Solutions Limited to the CUSTOMER;
"Support Services"	means those support services that are detailed in clause 7.

1.1 References in this Agreement to a Schedule or Clause are references to a schedule or clause of this Agreement.

1.2 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include companies, individuals or partnerships.

1.3 In the event of any conflict or inconsistency between any provision of the clauses and any provision of any Schedules or Appendices to this Agreement the clauses shall prevail.

2 Products and services to be provided

2.1 In consideration of payment of the Initial and Annual Support Fee and upon the terms of this Agreement Bentley Jennison Business Solutions Limited hereby agrees to:

2.1.1 grant to the CUSTOMER a Licence to use the 4Staffhandbooks software as set out in clause 6;

- 2.1.2 deliver a copy of the Documentation to the CUSTOMER at the Location specified on the Front Sheet;
 - 2.1.3 provide the Shared Hosting and Support Services for an initial three year period from the Commencement Date of Support as specified on the Front Sheet.
- 2.2 Bentley Jennison Business Solutions Limited agrees to install 4Staffhandbooks on the Environment on the Date of Installation and provide other implementation and consultancy services as agreed between the parties to the CUSTOMER at mutually convenient times. Unless otherwise specified in this Agreement or agreed by Bentley Jennison Business Solutions Limited in writing at the time, all implementation and consultancy services provided to the CUSTOMER by Bentley Jennison Business Solutions Limited shall be chargeable in accordance with Bentley Jennison Business Solutions Limited's then current price list.

3 Payment

- 3.1 All fees payable under this Agreement are exclusive of Value Added Tax which shall be paid by the CUSTOMER at the rate and in the manner for the time being prescribed by law, and where the CUSTOMER is resident outside the United Kingdom, any import duties and other applicable taxes shall be paid by the CUSTOMER in addition. Payment of all fees provided for under this Agreement shall be made in full and free from any deductions, rights of set-off, counterclaims or liens.
- 3.2 The CUSTOMER shall pay the Initial and Annual Support Fee to Bentley Jennison Business Solutions Limited (as applicable) as defined in this Agreement (see Front sheet).
- On each anniversary of the Commencement Date of Support the provision of the Support Services shall be automatically renewed provided that neither party has given at least 30 days prior written notice to expire on or before such anniversary date, and provided always that the CUSTOMER has paid Bentley Jennison Business Solutions Limited's then applicable Support Fee for the provision of such services in advance of the new period.
- 3.3 Any other payments which are to be made by the CUSTOMER to Bentley Jennison Business Solutions Limited under this Agreement shall be made within 30 days of the date on which Bentley Jennison Business Solutions Limited submitted the relevant invoice to the CUSTOMER.
- 3.4 If any sum payable under this Agreement is not paid within 14 days of the date on which it is due Bentley Jennison Business Solutions Limited reserves the right (in addition to its other rights) to charge interest on a daily basis, before and after judgment, from the due date of payment until the actual date of payment at a rate of two per cent over the then current Base Rate of the Lloyds TSB Bank Plc on the outstanding balance until payment is received in full by Bentley Jennison Business Solutions Limited and to recover from the CUSTOMER all costs and expenses incurred in the recovery of any overdue money from the CUSTOMER. In addition, Bentley Jennison Business Solutions Limited will be under no obligation to supply the Services while any invoice for any fees remains unpaid 14 days after the due date. All outstanding sums due to Bentley Jennison Business Solutions Limited from the CUSTOMER shall be paid to Bentley Jennison Business Solutions Limited by the CUSTOMER before the Services can recommence.
- 3.5 Unless it is specifically stated otherwise in this Agreement, the Initial and Annual Support Fee does not cover any third party run-time licences including database software, which may be required by the CUSTOMER.
- 3.6 Unless specifically stated otherwise in this Agreement, all fees are non-refundable.
- 3.7 Provided that no sums are payable to Bentley Jennison Business Solutions Limited from the CUSTOMER under this Agreement the CUSTOMER may terminate this Agreement at any time after the third anniversary by giving Bentley Jennison Business Solutions Limited 30 days written notice. If sums are payable, the contract may be terminated by agreement between the parties provided all outstanding sums are paid in full.

4 Environment

- 4.1 Bentley Jennison Business Solutions Limited shall be responsible for ensuring that the Environment is properly installed, configured and fully operational on the Date of Installation.

5 Warranty

- 5.1 Subject to Clauses 5.2 to 5.6 below, Bentley Jennison Business Solutions Limited warrants that on the Date of Installation and throughout the time that Bentley Jennison Business Solutions Limited provides Support Services to the CUSTOMER.:
- 5.1.1 4Staffhandbooks will provide the functionality contained in the Documentation in all material respects provided that 4Staffhandbooks is used with an operating system, on equipment and in an environment approved by Bentley Jennison Business Solutions Limited in writing;
 - 5.1.2 it will use reasonable skill and care when providing any Services to the CUSTOMER.

The above comprise the "Principal Warranty".

- 5.2 The CUSTOMER acknowledges that 4Staffhandbooks is an off-the-shelf software package and not a bespoke program prepared to meet the CUSTOMER's individual requirements whether or not such requirements are set out in any part of this Agreement, and that it is therefore the responsibility of the CUSTOMER to ensure that the facilities and functions described in the Documentation and described by Bentley Jennison Business Solutions Limited in this Agreement meet its requirements. Bentley Jennison Business Solutions Limited shall not be liable for any failure of 4Staffhandbooks to provide any facility or function not specified in the Documentation or by Bentley Jennison Business Solutions Limited in this Agreement. The CUSTOMER also acknowledges that it is not possible to test 4Staffhandbooks in advance in every possible operating combination and environment or to produce 4Staffhandbooks to be error free.
- 5.3 If Bentley Jennison Business Solutions Limited receives written notice of any breach of the Principal Warranty from the CUSTOMER then Bentley Jennison Business Solutions Limited shall at its own expense and within a reasonable time after receiving the notice remedy the defect in question provided that the alleged breach can be reproduced by Bentley Jennison Business Solutions Limited. Bentley Jennison Business Solutions Limited's shall always be afforded a reasonable opportunity and a reasonable period of time in which to correct any such breach. When notifying a defect the CUSTOMER shall (so far as it is able) provide Bentley Jennison Business Solutions Limited with a documented example.
- 5.4 The Principal Warranty shall be subject to the CUSTOMER complying with its obligations under this Agreement and providing that no alterations or enhancements have been made to 4Staffhandbooks by any person other than Bentley Jennison Business Solutions Limited or a person approved by Bentley Jennison Business Solutions Limited in writing.
- 5.5 Notwithstanding anything else contained in this Agreement, Bentley Jennison Business Solutions Limited will not be liable at any time for loss, damages, or costs arising out of the misuse, abuse or mismanagement of the 4Staffhandbooks Materials or by using 4Staffhandbooks with an operating system, or on equipment or in an environment not approved by Bentley Jennison Business Solutions Limited in writing. Bentley Jennison Business Solutions Limited shall have no liability or obligation under the Principal Warranty other than to remedy any breach in accordance with Clause 5.3 above and by the provision of materials and services within a reasonable time and without charge to the CUSTOMER.
- 5.6 Except as expressly stated in this Agreement Bentley Jennison Business Solutions Limited gives no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, performance, satisfactory quality or fitness for purpose of the 4Staffhandbooks Materials and/or Services and all such warranties, conditions, undertakings and terms are excluded to the fullest extent permitted by law.

6 Licence

- 6.1 Unless specifically stated otherwise in this clause 6, the CUSTOMER shall not without the prior written consent of Bentley Jennison Business Solutions Limited (i) permit any third party (except any Associated Company referred to above) to use 4Staffhandbooks or the Documentation or (ii) use 4Staffhandbooks or the Documentation on behalf of or for the benefit of any such third party in any way whatsoever (for example, to provide or offer bureau services).
- 6.2 The CUSTOMER may engage a third party to use 4Staffhandbooks on behalf of the CUSTOMER provided that (i) this shall be done under a facilities management arrangement on terms requiring the third party to comply with the terms of this Agreement and (ii) the CUSTOMER shall first notify Bentley Jennison Business Solutions Limited in writing of the arrangement. The CUSTOMER acknowledges that any engagement of a third party does not in any way relieve the CUSTOMER of its obligations under this Agreement.
- 6.3 The CUSTOMER shall be entitled to permit third parties to access 4Staffhandbooks, on a temporary basis from time to time, by remote link for the exclusive purpose of obtaining and/or inputting data or other related information as part of the CUSTOMER's and such third parties' normal business relationship but expressly not for the purpose of using 4Staffhandbooks for processing such third parties' own data, other than any which relates to the CUSTOMER's own business.

7 Support Services

- 7.1 In consideration of the CUSTOMER continuing to pay the Initial and Annual Support Fee, Bentley Jennison Business Solutions Limited shall:
- 7.1.1 provide any improved version of 4Staffhandbooks (in machine readable form) which is made generally commercially available by Bentley Jennison Business Solutions Limited. For the avoidance of doubt, Bentley Jennison Business Solutions Limited shall be under no obligation to provide any improvement of 4Staffhandbooks which involves any material alteration in the functionality of 4Staffhandbooks; and
 - 7.1.2 provide an issue reporting service between to enable the CUSTOMER to report any faults in the 4Staffhandbooks Materials.
- 7.3 Bentley Jennison Business Solutions Limited does not provide Support Services in respect of the Environment, or for any software or hardware other than 4Staffhandbooks, unless specifically stated in this Agreement.

- 7.4 If analysis and diagnostic work is provided by Bentley Jennison Business Solutions Limited in response to a Support Service request of the CUSTOMER but it is discovered that the problem in issue is caused other than by an error or defect in 4Staffhandbooks, Bentley Jennison Business Solutions Limited reserves the right to charge the CUSTOMER at its then current consultancy rate for any time in excess of 30 minutes spent on such work.

8 Proprietary rights

- 8.1 Bentley Jennison Business Solutions Limited shall own and shall retain title to all Intellectual Property Rights in 4Staffhandbooks, the Documentation and any other items supplied under or created by Bentley Jennison Business Solutions Limited as a result of this Agreement and any copies thereof.
- 8.2 The CUSTOMER shall notify Bentley Jennison Business Solutions Limited promptly in writing if the CUSTOMER becomes aware of any unauthorised use of any part of 4Staffhandbooks or the Documentation.

9 Intellectual property rights indemnity

- 9.1 In the event of any infringement of any third party's Intellectual Property Rights, Bentley Jennison Business Solutions Limited may at its own expense (i) modify or replace 4Staffhandbooks or any infringing part of it with a compatible, functionally equivalent and non-infringing software product or (ii) secure the right of the CUSTOMER to continue using 4Staffhandbooks. Should options (i) or (ii) not be reasonably available within 90 days of the notification of the infringement to Bentley Jennison Business Solutions Limited then this Agreement may be terminated at the option of either party upon 30 days prior written notice. In these circumstances Bentley Jennison Business Solutions Limited shall be liable only to reimburse to the CUSTOMER all monies received in advance for associated services not at the time already supplied.
- 9.2 Subject to Clause 9.3 below, Bentley Jennison Business Solutions Limited shall indemnify the CUSTOMER against any direct losses and legal costs incurred by the CUSTOMER as a direct result of any claim by a third party that the normal use or possession of 4Staffhandbooks by the CUSTOMER within the European Union infringes the Intellectual Property Rights of such third party provided that the CUSTOMER:
- 9.2.1 informs Bentley Jennison Business Solutions Limited promptly in writing upon discovering such claim;
 - 9.2.2 gives Bentley Jennison Business Solutions Limited immediate and complete control of such claim;
 - 9.2.3 makes no admissions or statements without Bentley Jennison Business Solutions Limited's prior written consent; and
 - 9.2.4 gives Bentley Jennison Business Solutions Limited all reasonable assistance at Bentley Jennison Business Solutions Limited's reasonable expense with such claim.
- 9.3 The indemnity set out in Clause 9.2 shall not apply where the infringement arises from, or is incurred by reason of:
- 9.3.1 CUSTOMER's use of a superseded or modified version of 4Staffhandbooks, if the infringement could have been avoided by the use of a current release of 4Staffhandbooks;
 - 9.3.2 the combination or use of 4Staffhandbooks with any equipment or software not supplied or approved in writing by Bentley Jennison Business Solutions Limited; or
 - 9.3.3 CUSTOMER's use of 4Staffhandbooks other than as authorised under this Agreement.

10 Confidentiality

- 10.1 Neither party shall use or disclose any confidential information of the other party including but not limited to any business information and employee personal data except as necessary for the performance of this Agreement, or as required by law.
- 10.2 The CUSTOMER acknowledges that the 4Staffhandbooks Materials and any training materials and any modifications thereto, contain the proprietary and confidential information of Bentley Jennison Business Solutions Limited, or, where appropriate, a third party.
- 10.3 This clause shall not prevent the disclosure or use by either party of any information which is or becomes, through no fault of that party, public knowledge or to the extent permitted by law.
- 10.4 Bentley Jennison Business Solutions Limited shall be entitled to announce the existence of this Agreement. Subject to the consent of the CUSTOMER and the CUSTOMER's approval of the terms of any announcements (neither of which may be unreasonably withheld or delayed), Bentley Jennison Business Solutions Limited shall be entitled to disclose and/or publicise details of its arrangements with the CUSTOMER.
- 10.5 These confidentiality obligations shall remain in full force and effect notwithstanding any termination of this Agreement.

11 Copying

- 11.1 The CUSTOMER may print additional copies of the Documentation using the files relating to it, provided by Bentley Jennison Business Solutions Limited.

- 11.2 The CUSTOMER must keep full security copies of the 4Staffhandbooks Materials in accordance with recommended computing practice.

12 Alterations

- 12.1 Save to the extent permitted by law, the CUSTOMER hereby undertakes not to, nor attempt to, alter or modify any part of the 4Staffhandbooks Materials in any way nor decompile, disassemble or reverse engineer 4Staffhandbooks.
- 12.2 Subject always to Clauses 8 and 10, the CUSTOMER may combine 4Staffhandbooks, at its own expense and responsibility, with other programs to form a combined work. Where such other programs are the property of a third party the CUSTOMER shall be responsible for obtaining all necessary consents to their use with 4Staffhandbooks.

13 Termination

- 13.1 Either party may terminate this Agreement (including the Licence within it) if the other party materially breaches this Agreement by failure, neglect or refusal to comply with any of the material terms and conditions of this Agreement and the defaulting party has failed to remedy that breach within 30 days of the date of notice from the non-defaulting party specifying the breach.
- 13.2 Bentley Jennison Business Solutions Limited may terminate the Agreement forthwith on giving notice in writing to the CUSTOMER if:
- 13.2.1 the CUSTOMER permanently discontinues the use of the 4Staffhandbooks Materials; or
 - 13.2.2 the CUSTOMER ceases to pay the Initial and Annual Support Fees; or
 - 13.2.3 a petition is presented for the appointment of an administrator or the CUSTOMER shall have a receiver, administrator or administrative receiver appointed over it or over any part of its undertaking or assets or becomes the subject of a resolution, petition or order for winding up (otherwise than for the purposes of a bona-fide scheme of solvent amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to this Agreement) or bankruptcy or makes an assignment or arrangement for the benefit of its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or shall cease to carry on business or suffers similar circumstances in any jurisdiction in which it carries on business.
- 13.3 Provided that no sums are payable to Bentley Jennison Business Solutions Limited from the CUSTOMER under this Agreement the CUSTOMER may terminate this Agreement at any time after the third anniversary by giving Bentley Jennison Business Solutions Limited 30 days written notice.
- 13.4 Immediately following the termination of this Agreement the CUSTOMER shall cease to use the 4Staffhandbooks Materials and within 14 days of the termination of this Agreement the CUSTOMER shall return the 4Staffhandbooks Materials to Bentley Jennison Business Solutions Limited and all copies of any part thereof or, alternatively shall destroy the 4Staffhandbooks Materials and certify in writing to Bentley Jennison Business Solutions Limited that they have been destroyed. The CUSTOMER shall also erase the 4Staffhandbooks Materials from all of the equipment on which it is stored and shall certify to Bentley Jennison Business Solutions Limited in writing that it has done so.
- 13.5 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.
- 13.6 The provisions of clauses 3, 5.5, 5.6, 8, 10, 13, 14 and 15 and any other provisions expected to continue or to come into effect after termination shall survive the termination of this Agreement and shall remain in full force and effect.

14 Liability

- 14.1 Notwithstanding anything to the contrary in this Agreement Bentley Jennison Business Solutions Limited's liability to the CUSTOMER:
- 14.1.1 for death or personal injury caused by the negligence of Bentley Jennison Business Solutions Limited, its employees, agents or sub-contractors;
 - 14.1.2 under Part 1 of the Consumer Protection Act 1987;
 - 14.1.3 due to any breach by Bentley Jennison Business Solutions Limited of conditions as to title or warranty as to quiet possession; or
 - 14.1.4 for fraud (including without limit fraudulent misrepresentation); shall not be limited (but nothing in this clause confers any right or remedy upon the CUSTOMER to which it would not otherwise be entitled).
- 14.2 The liability of Bentley Jennison Business Solutions Limited in respect of direct physical loss or damage to the CUSTOMER's tangible property caused by the negligence of Bentley Jennison Business Solutions Limited or its employees agents or sub-contractors shall not exceed in aggregate one million pounds sterling (£1,000,000).

- 14.3 Except as stated in clauses 14.1 and 14.2 above, Bentley Jennison Business Solutions Limited's maximum liability for all claims made under this Agreement, however arising, including (without limitation) due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, shall be limited to an aggregate sum equal to 100% of (i) the amount of the Design and Integration Fee paid and payable to Bentley Jennison Business Solutions Limited by the CUSTOMER under this Agreement plus (ii) 100% of the annual support fee paid and payable by the CUSTOMER to Bentley Jennison Business Solutions Limited in respect of the year in which the liability arose.
- 14.4 Subject to Clause 14.1 and whether or not Bentley Jennison Business Solutions Limited has been advised of the possibility of such loss or damage Bentley Jennison Business Solutions Limited shall not be liable to the CUSTOMER, whether such losses or damages arise due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, in respect of:
- 14.4.1 the following whether direct or indirect:
- (a) loss of profits;
 - (b) loss of anticipated savings;
 - (c) loss of revenue;
 - (d) loss of business; and/or
- 14.4.2 any type of indirect loss or damage howsoever caused.
- 14.5 Bentley Jennison Business Solutions Limited shall not be liable to the CUSTOMER for any loss arising out of, or which could have been avoided but for, any failure by the CUSTOMER to keep full and up to date security copies of the 4Staffhandbooks Materials and data it uses in accordance with recommended computing practice.
- 14.6 If Bentley Jennison Business Solutions Limited is prevented or delayed from performing any of its obligations under this Agreement by reason of any act, default or omission of the CUSTOMER and/or its employees, agents or subcontractors, then:
- 14.6.1 the CUSTOMER shall pay Bentley Jennison Business Solutions Limited at Bentley Jennison Business Solutions Limited's then standard rate of charges any additional costs, expenses, liabilities (whether under the terms of this Agreement or otherwise) which Bentley Jennison Business Solutions Limited has reasonably incurred or sustained as a result of such act or omission or default of the CUSTOMER and or its employees, agents or subcontractors;
- 14.6.2 Bentley Jennison Business Solutions Limited shall be deemed not to be in breach of any terms of this Agreement which it might otherwise be in breach of as a result of the said act, default or omission.
- 14.7 For the avoidance of doubt all handbook content contained within 4staffhandbooks is created and maintained by Cleardocs UK Ltd and is outside the scope of any warranty offered by Bentley Jennison Business Solutions in these Terms and Conditions. Any issues over the content of the handbook material supplied within 4staffhandbooks must be referred to Cleardocs UK Ltd.

15 General

- 15.1 A delay or failure by either party to exercise any right shall not be treated as a waiver of any such right or any other rights. A consent by either party to a breach of any express or implied term of this Agreement shall not constitute a consent to any subsequent breach.
- 15.2 The CUSTOMER may having given reasonable prior written notice to Bentley Jennison Business Solutions Limited assign the whole of this Agreement to an Associated Company (at the time of such assignment). Except as stated in this Clause, the CUSTOMER shall not assign, novate, sub-licence or otherwise transfer this Agreement or any part thereof without the prior written consent of Bentley Jennison Business Solutions Limited, Bentley Jennison Business Solutions Limited may at any time having given written notice to the CUSTOMER assign or otherwise transfer all or a part of its rights, duties or obligations under this Agreement to any subsidiary or Associated Company of Bentley Jennison Business Solutions Limited or its successor in business.
- 15.3 This Agreement supersedes all prior agreements between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made in writing signed by a duly authorised representative of each of the parties.
- 15.4 The CUSTOMER hereby acknowledges that it has not been induced to enter into this Agreement by any prior representations whether oral or in writing, except as specifically contained, or referred to, in this Agreement and the CUSTOMER hereby waives any claim for breach of any such representations (other than fraudulent misrepresentations) which are not so specifically mentioned.

- 15.5 Except for payment of fees by the CUSTOMER, neither party shall be liable for delay or failure to perform any of its obligations under this Agreement if such delay or failure results from any circumstances beyond that party's reasonable control including but not limited to acts of God and government regulations and each party shall be excused performance of such obligation to the extent that such circumstances prevail.
- 15.6 Any notice to be given hereunder shall be delivered or sent by first class post, facsimile transmission or electronic mail (such facsimile transmission or electronic mail notice to be confirmed by letter posted within 12 hours) to the address or to the facsimile number of the other party set out in this Agreement (or such other address or numbers as may have been notified) and any such notice shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission or electronic mail) upon the expiration of 12 hours after despatch.
- 15.7 The headings to the Clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 15.8 This Agreement may be executed in counterpart form and signatures evidenced by facsimile transmission shall be treated as original.
- 15.9 The CUSTOMER has the right to enter into Bentley Jennison Business Solutions Limited's standard escrow agreement at its own cost.
- 15.10 If there is a disagreement or dispute regarding this Agreement, the parties shall in the first instance attempt to resolve this between a representative from Bentley Jennison Business Solutions Limited and one from the CUSTOMER. If the matter remains unresolved for a period of 14 days, there shall be a meeting between a Director of Bentley Jennison Business Solutions Limited and the CUSTOMER's Finance Director (or alternative) within a further 21 days. Only if the matter remains unresolved at the end of this 35 day period shall either party be entitled to refer the matter to the courts.
- 15.11 Except as otherwise provided by this Agreement, a person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 15.12 If any provision of this Agreement is invalid or unenforceable at law, then such provision shall be severed and the remainder of this Agreement shall continue in full force and effect.
- 15.13 This Agreement and any matters relating to it shall be interpreted under the laws of England and Wales and the parties agree to the exclusive jurisdiction of the English Courts.