

Standard Terms and Conditions March 2009

BACKGROUND

This agreement sets out the terms and conditions whereby the Company agrees to provide Services for the Customer.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Company: Enviroco Limited, Company Number SC180242, having its Registered Office at Regent Centre, Regent Road, Aberdeen, AB11 5NS (and includes all of its fellow subsidiary or associated companies as may participate in the performance of the contract).

Container: any container, drum, sack or other receptacle supplied by and or serviced by the Company.

Customer: means the person, firm or corporation for whom the Services are performed.

Environmental Law: means all laws, regulations, codes of practice, circulars, guidance notes, duties of care and the like concerning the protection of human health or the environment or the condition of the work place or the generation, transportation, storage, treatment or disposal of any waste including but not limited to any controlled, hazardous, toxic or dangerous waste.

Environmental Licence: means any permit, licence, authorisation, consent or other approval required by any Environmental Law.

Services: the services to be provided by the Company under this agreement as set out in the Quotation together with any other services which the Company provides or agrees to provide to the Customer, including waste management services, training, audit and industrial cleaning services.

Company's Equipment: any vehicles, equipment, including plant, tanks, vessels and Containers provided by the Company or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

Quotation: means the quotation issued in any form, including an email, by the Company to the Customer setting out details of the Services and the prices and such other terms as may be necessary.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to **writing** or **written** includes faxes and e-mail.

2. APPLICATION OF THESE TERMS AND CONDITIONS, COMMENCEMENT AND DURATION

2.1 These terms and conditions shall (a) apply to and be incorporated into the contract for performance of the Services; and (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Company, constitutes an offer by the Customer to purchase the Services on these terms and conditions. No offer placed by the Customer shall be accepted by the Company other than (a) by a written acknowledgement issued and executed by the Company; or (b) (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of the Services on these terms and conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the contract.

2.3 Quotations are given by the Company on the basis that no contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

2.4 The Company shall provide the Services to the Customer from the date specified in the Quotation or as otherwise agreed in writing.

2.5 The Services supplied under this agreement shall continue to be supplied until the Services are completed in accordance with the Quotation and, after that, shall continue to be supplied unless this agreement is terminated by one of the parties giving to the other not less than three months' notice, unless this agreement is terminated in accordance with clause 5.2 or clause 12.

3. COMPANY'S OBLIGATIONS

3.1 The Company shall use reasonable endeavours to provide the Services in accordance with this agreement and the Quotation.

3.2 If the Services comprise waste management services, the Company shall collect and dispose of (or, in appropriate circumstances, recycle) waste materials subject to this agreement. The Company shall accept special waste provided a consignment note for the carriage and disposal is completed in accordance with the Special Waste Regulations 1996 (as amended). The Company shall accept hazardous provided a consignment note for the carriage and disposal is completed in accordance with the Hazardous Waste (England and Wales) Regulations 2005 (as amended).

3.3 The Company shall use reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this agreement.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) comply with all applicable Environmental Law and all applicable requirements of government or any statutory local and public authority in relation to the Services;

(b) obtain and maintain all necessary licences and consents (including Environmental Licences) and comply with all relevant legislation in relation to the Services before the date on which the Services are to start (including, in particular, the Environmental Protection Act 1990 and the Health & Safety at Work etc Act 1974).

(c) ensure that all waste materials to be collected and disposed shall be of the type, character and quantities specified in the Quotation and in the duty of care transfer note;

(d) notify the Company in advance before any supply is commenced of any particular requirement of the Customer relating to health and safety at work and of any hazards, risks or dangers that may arise as a result of the Company or its employees undertaking the Services on the premises of the Customer;

(e) place the waste materials in the Containers;

(f) ensure that all Containers are loaded safely and evenly and that no sharp or hot materials are placed in any plastic Container or other Container likely to be damaged thereby;

(g) ensure that unless otherwise agreed with the Company, no Containers are placed on the public highway;

(h) ensure that no rubbish is burned in any Container;

(i) ensure that no Container is removed from the Customer's premises without the prior consent of the Company;

(j) allow at all reasonable times the Company and any person authorised by the Company access to the Equipment to inspect, test, adjust, repair or replace the same;

(k) ensure that when the Company's vehicle calls on the Customer to perform any part of the Services that the Equipment is readily available at the time of collection by the Company;

(l) afford the Company reasonable, safe and adequate access and space in which loading and unloading operations, delivery and collection may be carried out without risk of damage to the vehicle, its driver or its load and without obstruction of the public highway;

(m) co-operate with the Company in all matters relating to the Services; and

(n) comply with the producer obligations under the sector guidance note IPPC S5.06 by the Environmental Agency for recovery and disposal of hazardous and non-hazardous waste.

4.2 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

4.3 The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Company confirming such costs, charges and losses to the Customer in writing.

4.4 The Company shall not be under any obligation to carry out any Service where the Customer is in breach of clause 4.1(l) (*duty to provide safe access*) but nevertheless shall be entitled to make a wasted service charge.

4.5 The Company reserves the right to refuse to carry on any part of the Service if it considers that the Service required might place at risk any person, goods, vehicles or property.

4.6 The Company reserves the right to refuse to accept any waste which by reason of size or weight is difficult to collect or dispose.

5. CHANGE OF CIRCUMSTANCES

5.1 If it becomes apparent (for reasons not disclosed by the Customer or which could not have been foreseen by the Company at the time of entering the contract or commencing the work) that the Services to be undertaken differ from those originally envisaged by the Company, the Company shall notify the Customer accordingly giving particulars as soon as reasonably practicable and the Company shall be entitled to payment for the additional work.

5.2 If it becomes apparent (for reasons not disclosed by the Customer or which could not have been foreseen by the Company at the time of entering the contract or commencing the work) that the Services to be undertaken differ materially from those originally envisaged by the Company, the Company shall be entitled to terminate the contract without liability to the Customer immediately on giving notice to the Customer.

5.3 The Customer shall pay any additional charges at the Company's usual rates occasioned by (a) any additional costs arising from changes to the agreed frequency or volumes (or changes in the nature of the waste materials) of the Services; (b) any delay caused by any act or omission by the Customer; and (c) the impact in respect of any changes in landfill tax or waste legislation or any similar legislation or standards.

5.4 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

5.5 If either party requests a change to the scope or execution of the Services, the Company shall, within a reasonable time, provide a written estimate to the Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the Company's charges arising from the change; and (c) any other impact of the change on this agreement.

5.6 If the Customer wishes the Company to proceed with the change, the Company has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with clause 14.

5.7 Notwithstanding clause 5.6, the Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

5.8 The Company may, from time to time and subject to Customer's prior written consent, which shall not be unreasonably withheld or delayed, change the Services provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least three months' notice of any change.

6. TERMS OF SERVICE

6.1 The Company is not a common carrier and does not contract as such.

6.2 The Company may employ any subcontractor for the purpose of fulfilling any contract entered into by the Company. Any duties or obligations which are owed by the Customer to the Company in this agreement shall also extend to any subcontractor employed by the Company to fulfil any contract entered into between the Company and the Customer.

6.3 All obligations under any applicable Duty of Care Regulations shall be adhered to by both parties.

7. CHARGES AND PAYMENT

7.1 In consideration of the provision of the Services by the Company, the Customer shall pay the charges as set out in the Quotation and any other charges payable under this agreement.

7.2 The Quotation shall specify whether (a) the charges for the Services are to be calculated on a transaction or lump sum basis; or (b) the charges are to be calculated on a "per unit" basis.

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Registered in Scotland with Company Number SC180242 Registered Office at Regent Centre, Regent Road, Aberdeen, AB11 5NS

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- 7.3 The Quotation shall also specify whether the Customer shall be invoiced (a) monthly in arrears; or (b) on completion of the Services; or (c) on an ongoing basis for any ongoing Services provided.
- 7.4 If the Quotation does not adequately specify which of the options set out in clauses 7.2 and 7.3 apply, the Company shall be entitled to invoice the Customer on an ongoing basis based on the Company's standard rates schedule for the Services.
- 7.5 Unless otherwise clearly specified, the charges set out in the Quotation are exclusive of any VAT or any other applicable tax (including any landfill tax), and any applicable expenses or costs of materials which the Customer shall pay in addition when it is due to pay for the Services.
- 7.6 Any additional cost incurred or work performed by the Company, which is not included as part of the Services, shall be invoiced to the Customer in accordance with the Company's standard rates schedule, together with expenses, the costs of materials and VAT and other applicable taxes, where appropriate.
- 7.7 The parties agree that the Company may review and increase its standard rates schedule and charges set out in the Quotation at any time. The Company shall give the Customer written notice of any such increase.
- 7.8 The Customer shall pay each invoice submitted to it by the Company, in full and in cleared funds, (without deduction or set off) within 30 days of the invoice date to a bank account nominated in writing by the Company.
- 7.9 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company on the due date, the Company may (a) charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of The Royal Bank of Scotland plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall pay the interest immediately on demand; and (b) suspend all Services until payment has been made in full.
- 7.10 Time for payment shall be of the essence of this agreement.
- 7.11 All sums payable to the Company under this agreement shall become due immediately on its termination, despite any other provision. This clause 7.11 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.12 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.
- 8. INTELLECTUAL PROPERTY RIGHTS**
- 8.1 As between the Customer and the Company, all intellectual property rights created or arising in connection with the Services shall vest in the Company. All intellectual property rights owned by the Company prior to the Services being performed shall remain in the ownership of the Company at all times.
- 9. CONFIDENTIALITY AND THE COMPANY'S PROPERTY**
- 9.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Customer may obtain.
- 9.2 The Customer may disclose such information (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under this agreement; and (b) as may be required by law, court order or any governmental or regulatory authority.
- 9.3 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Customer (including the Company's Equipment) shall, at all times, be and remain the exclusive property of the Company, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.
- 10. LIMITATION OF LIABILITY**
- 10.1 This clause 10 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of (a) any breach of this agreement; (b) any use made by the Customer of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 10.3 Nothing in this agreement limits or excludes the liability of the Company (a) for death or personal injury resulting from negligence; or (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 10.4 Subject to clause 10.2 and clause 10.3:
- (a) the Company shall not be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services.
- 10.5 The Customer shall indemnify the Company against any claims for which the Customer is legally liable or for any additional costs arising out of the use of any Equipment or the breach by the Customer of any conditions hereof required to be observed or performed by the Customer.
- 11. DATA PROTECTION**
- The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Company in connection with the Services.
- 12. TERMINATION**
- 12.1 Subject to clause 12.4 and clause 12.5, this agreement shall terminate automatically on completion of the Services.
- 12.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than three months' written notice or immediately on giving notice to the other if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within a reasonable period of time as specified by the Company (being no longer than 30 days) of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of this agreement 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 agreement; or
- (d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) 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; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or
- (g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
- (i) 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; or
- (j) 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 its assets and such attachment or process is not discharged within 14 days; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(d) to clause 12.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 12.3 The parties acknowledge and agree that any breach of clause 4 (*Customer's Obligations*) and Clause 7 (*Charges and Payment*) shall constitute a material breach for the purposes of this clause 12.
- 12.4 On termination of this agreement for any reason:
- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, within a reasonable time as specified by the Company (being no more than 14 days), return all of the Company's Equipment. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.5 On termination of this agreement (however arising) the following clauses shall survive and continue in full force and effect: clause 8; clause 9; clause 10; clause 12; and clause 23.
- 13. FORCE MAJEURE**
- 13.1 A party, provided that it has complied with the provisions of clause 13.3, shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement (and, subject to clause 13.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following: acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law); fire, explosion or accidental damage; loss at sea; adverse weather conditions; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labour dispute, including but not limited to strikes, industrial action or lockouts; non-performance by Company's or subcontractors; and interruption or failure of utility service, including but not limited to electric power, gas or water.
- 13.2 The corresponding obligations of the other party will be suspended to the same extent.
- 13.3 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 13.4 If the Force Majeure Event prevails for a continuous period of more than one month, either party may terminate this agreement by giving seven days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.
- 14. VARIATION**
- Subject to clause 5, no variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 15. WAIVER**
- 15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

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- 15.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 15.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 15.4 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.
- 16. SEVERANCE**
- 16.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.
- 16.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 17. ENTIRE AGREEMENT**
- 17.1 This agreement and any documents referred to in it constitutes the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 17.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.
- 17.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 18. ASSIGNMENT**
- 18.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.2 The Company may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.
- 19. NO PARTNERSHIP OR AGENCY**
- Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 20. RIGHTS OF THIRD PARTIES**
- A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 21. NOTICES**
- 21.1 Any notices to be issued under clause 12 (*Termination*) or clause 14 (*Variation*) shall be validly given if sent by fax or received by recorded delivery post to the addresses for the parties stated in the Quotation or to any address subsequently notified by either party. Notices to the Company shall be specifically marked for the attention of the Commercial Director.
- 21.2 All other notices shall be validly given if given (a) in writing to the addresses for the parties stated in the Quotation; or (b) by email to the email addresses normally used between the parties (or as stated in the Quotation); or (c) or to any address or email address subsequently notified by either party.
- 22. DISPUTE RESOLUTION**
- 22.1 If any dispute arises in connection with this agreement, the Company's Commercial Director and the Customer's equivalent of the Commercial Director shall, within 30 days' of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 22.2 If the dispute is not resolved at that meeting, the matter shall be passed to the Managing Directors of each party who shall meet in a good faith effort to resolve the dispute. If the dispute is still not resolved, the parties will attempt to settle it by mediation in an appropriate forum agreed on by both parties.
- 22.3 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 23. GOVERNING LAW AND JURISDICTION**
- 23.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law in that part of the UK in which it is deemed to have been effected. If the Customer is incorporated in England and Wales, the contract shall be deemed to have been effected in England and Wales. If the Customer is incorporated in Scotland, the contract shall be deemed to have been effected in Scotland. If the Customer is incorporated some where other than England and Wales or Scotland, or if there is any other dispute as to where the contract is deemed to have been effected, the contract shall be deemed to have been effected in Scotland.
- 23.2 The parties irrevocably agree that the courts of England and Wales (or, as the case may be, Scotland) shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.