

## BACKGROUND:

These Terms and Conditions are made between the Architect of Architect>> (the “Architect”) under number <<Company Number>> [of] <<insert Address>>.

provision of services by <<insert name of Architect>> registered in <<Country of Registration>> whose registered office is at] **OR**

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

the context otherwise requires, the following meanings:

“**Agreement**”

entered into by the Client and the Architect, which govern the Architect’s provision of

“**Architect’s Works**”

created by the Architect in the course of the Services which relate to the Architect’s Works, not limited to, sketches, designs, drawings, renderings, models and

“**Brief**”

initial statement of requirements which is frequently revised and developed from time to time;

“**Business Day**”

any day (other than Saturday or Sunday) on which the Architect’s offices are open for their full range of services at <<insert location>>;

“**CDM Regulations**”

the Construction Design and Management Regulations 2015 (as amended or re-enacted);

“**Client**”

the person or persons to whom the Architect is to provide the Services as set out in the Agreement;

“**Confidential Information**”

information which is disclosed by either Party, information which is disclosed by the other Party pursuant to the Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or

“**Fees**”

the fees and expenses due under the Agreement to the Architect;

“**Programme**”

the programme for the provision of the Services, including the relevant dates and times for the provision of the Services as set out in sub-Clause 2.7;

“**Project**”

the design and development project for which the Architect is to render his

**“RIBA Site Signboards”**

**“Services”**

**“Site”**

**“Specified Contractor”**

**“Specified Purposes”**

1.2 Unless the context  
Conditions to:

1.2.1 “writing”, and  
communicat  
similar mean

1.2.2 a statute or  
provision as

1.2.3 “these Term  
Conditions a

1.2.4 a Clause or  
Conditions; a

1.2.5 a “Party” or t

1.3 The headings used  
and shall have n  
Conditions.

1.4 Words imparting the

1.5 References to any g

1.6 References to perso

## 2. **Architect’s Obligations**

2.1 The Architect shall  
commensurate with  
United Kingdom.

2.2 The Architect shall  
it by the Client prov  
Services, as defined

2.3 The Architect shall  
statutes, regulation  
rules relevant to the

or use by architects which have  
approved by the Royal Institute of

to be provided by the Architect to  
to be agreed between the Parties  
the Agreement;

which construction is to take place  
defined in the Agreement;

or contractor specified in the  
be instructed only through the  
in sub-Clause 6.4; and

for which the Client shall be  
Architect’s Works as defined in

ch reference in these Terms and

ion, includes a reference to any  
onic or facsimile transmission or

e is a reference to that statute or  
at the relevant time;

a reference to these Terms and  
nted at the relevant time;

e to a Clause of these Terms and

parties to the Agreement.

nditions are for convenience only  
erpretation of these Terms and

clude the plural and vice versa.

other gender.

tions.

with reasonable skill and care,  
the architecture profession in the

all reasonable instructions given to  
e compatible with the scope of the

nsuring that it complies with all  
codes of conduct and any other  
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|-----|---|---|
| 3.1 | The Architect shall prepare and plans prepared and practicable, make  | endeavours to ensure that all designs is reasonably and legally possible as detailed in the Brief.  |
| 3.2 | When preparing the (or as agreed in writing Client with respect accommodate any p   | The Architect shall, from time to time and the Architect), consult with the use all reasonable endeavours to any alterations required.  |
| 3.3 | Following approval shall not make any approval.   | plans by the Client, the Architect the Client's knowledge and written   |
| 3.4 | Notwithstanding the alterations to the de statutes, regulation without the prior kn this provision shall for compliance. In shall inform the Clie | Under 3.3, the Architect may make any are necessary to comply with any codes of conduct or other rules the Client. Alterations made under extent that is absolutely necessary rations are required, the Architect bly possible after the event. |

4.1 The Client shall be [REDACTED] that it complies with all applicable statutes, regulation [REDACTED] codes of conduct and any other [REDACTED]

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rules relevant to the

4.2 The Client shall u  
information to the  
Services. Such info  
pertaining to the p  
Project timetable.

4.3 The Client may, f  
Architect in relation  
instructions should  
the Agreement.

4.4 The Client shall, wi  
Architect, inform th  
shall submit, with o  
proposed changes.

4.5 The Client shall use  
information reasona  
provide the Service  
Agreement, as app  
to, supplying inform  
Regulations.

4.6 The Client shall pro  
in a reasonable and  
the Client's failure t  
or fault of the Archi

heavours to provide all pertinent  
of the Architect's provision of the  
it not necessarily be limited to, that  
instruction costs, budget and the

the reasonable instructions to the  
vision of the Services. Any such  
scope of the Services as defined in

f receiving a Programme from the  
her of the Client's acceptance or  
ons for non-acceptance including

urs to promptly supply any and all  
chitect to enable the Architect to  
Terms and Conditions and/or the  
de, but not necessarily be limited  
hitect's compliance with the CDM

approvals required by the Architect  
elay in the Services resulting from  
sion shall not be the responsibility

## 5. Statutory and Other Cons

5.1 It shall be the res  
consents required f  
under planning leg  
provisions.

5.2 The Client shall be  
land.

5.3 Any and all sta  
disbursements incu  
exclusively by the C

5.4 The Client shall b  
applications made u  
for any such outcom

to make all applications for all  
but not limited to, those required  
regulations and other statutory

ers pertaining to the ownership of

ees and other expenses and  
s of this Clause 5 shall be borne

r the outcomes of any and all  
Architect shall not be responsible

## 6. Appointment of Third Par

6.1 Where necessary a  
other third party c  
services necessary  
required except in  
are likely at any tim  
with the Services pr

6.2 The Client shall be

### Contractors

ent shall be free to appoint such  
ors as required to perform other  
Architect's consent shall not be  
es provided by such third parties  
or in any other manner interfere

uitably qualified and experienced

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contractors to undertake construction works. [The Architect may recommend preferred contractors in this regard, however all such recommendations shall be subject to the Client.]

6.3 The Client shall ensure that any and all contractors undertaking construction works are to be responsible for the proper completion of the relevant construction works. The responsibility for the completion of the construction works is the Architect to bear.

6.4 Certain Specified Contractors shall be instructed only through the Architect. The Client shall not instruct any contractors directly without the express written consent of the Architect. The Client shall not be responsible for any instructions issued by the Architect.

6.5 In the event that the Architect requires the services in connection with the Project, such third parties responsible for the provision of work or services. The Client shall be required to hold all third parties responsible for the existence and delivery of the relevant work or services. The Architect shall be required to cooperate fully with the Client and all such information reasonably required by the Architect to provide the Services and to comply with these Terms and/or the Agreement, as appropriate.

6.6 In certain cases, the Architect may appoint third party contractors appointed by the Client to complete certain work completed by the Architect, where such work or services provided by those third party contractors. The Architect may make any reasonably necessary and appropriate revisions to that work.

6.7 The Architect may, in certain parts of the Project which require the services of a specialist. In such cases, the Architect shall inform the Client of the need for a specialist and it shall be the Client's responsibility to appoint a specialist. The Architect shall not be a party to the appointment of a specialist.

6.8 The Client shall keep the Architect informed of any and all third party consultants and contractors appointed to the Project and shall provide the Architect with details of such appointments.

6.9 In the event that the Architect requires the services of any third party consultants and contractors, the Architect shall be deemed to have agreed to so.

## 7. Advertising and Marketing

7.1 The Client shall allow the Architect to display suitable RIBA Site Signboards at the Site. [Other promotional materials, posters or similar shall be permitted only with the express written consent.]

7.2 The Client shall permit the Architect to take and use photographs of the Site (including, but not limited to, the Site itself) in its promotional materials without the requirement of the Architect. The copyright in any such photographs shall remain with the Architect, subject to any contractual arrangements between the Architect and a third party.

7.3 Subject to the provisions of any licence agreements entered into between the Client and the Architect, the Architect shall remain

free to use any of the  
materials without the

any of its marketing and advertising  
material or consent.

## 8. Fees, Payment and Records

8.1 [The Architect shall  
payment schedule shall  
be selected by the  
relevant dates for  
dates shall occur [at  
intervals to be defined  
[upon the completion  
of the Services] OR

the assessment dates set out in the  
Agreement. The first assessment date shall  
be selected to suit the agreed Services and the  
Services. Subsequent assessment  
dates shall occur at the assessment interval (such assessment  
interval as set out in the Agreement)] OR  
[at the assessment period>> after the completion  
of the Services] OR [at the assessment  
interval if required>>].]

8.2 All Fees payable  
shall be detailed in the  
Agreement.

The Architect shall be detailed in the

8.3 The Architect shall  
pay the Fees in accordance  
as set out in the Agreement.

in accordance with the payment schedule

8.4 All payments required  
shall be made within  
the currency>> in clear  
receiving Party may  
withholding or deduction  
required to deduct or

to the Agreement by either Party  
of the relevant invoice in <<insert  
location>> in <<insert location>> as the  
Party may nominate, [without any set-off,  
or any amount (if any) of tax as that Party is

8.5 Without prejudice  
following the expiry  
interest on a daily basis  
<<insert name of bank>>

any sums which remain unpaid  
out in sub-Clause 8.4 shall incur  
interest at the rate of <<insert  
>>% above the base rate of  
interest until payment in full is made.

8.6 Where any payment  
day which is not a  
Business Day.

payment is required to be made on a  
day which is not a Business Day  
be made on the next following  
Business Day.

8.7 All sums payable  
value added or other  
which that Party shall

either Party are exclusive of any  
tax or other taxes on profit), for

8.8 Each Party shall:

8.8.1 keep, or procure  
account as a record  
by it pursuant to

cept, such records and books of  
the amount of any sums payable  
accurately calculated;

8.8.2 at the reasonable  
agent to inspect  
that they relate  
and

ther Party, allow that Party or its  
books of account and, to the extent  
those sums, to take copies of them;

8.8.3 within <<insert  
obtain at its  
certificate as  
the Agreement

end of each year (where relevant),  
to the other Party an auditors'  
sums paid by that Party pursuant to

## 9. Intellectual Property Rights

- 9.1 The Architect shall retain all intellectual property rights (at all times) in all Architect's Works created in the course of performing the Agreement. All such Architect's Works shall remain with the Architect and/or licence the same to the Architect's right to assign or otherwise dispose of.
- 9.2 The Architect shall retain all rights arising out of Chapter IV of the Agreement, including Copyright, Designs and Patents Act 1988, in all Architect's Works created in the course of performing the Agreement.
- 9.3 The Client shall be granted a non-exclusive licence over all Architect's Works. The licence shall allow the Client to use and copy all such Architect's Works and to allow its subsidiary consultants and contractors to do so, in order to carry out the Project to the extent that such use and copying is necessary for the Specified Purposes defined in the Agreement.
- 9.4 In the event that the Client requires any of the Architect's Works for any purposes outside of the Specified Purposes, the Client must seek the Architect's express written consent. Such consent shall not be sought[, such consent not to be sought], unless it is reasonably necessary for the Client to be able to carry out the Project.
- 9.5 Where any payment due to the Architect under the Agreement are overdue by a period exceeding <<insert>> days, the Client shall have the right, exercisable by written notice to the Architect, to suspend all licences granted under this Clause until all such payments are paid in full to the Architect in full.
- 9.6 All Architect's Works created in the course of performing the Agreement shall remain the property of the Architect for any other purposes, including, but not limited to, reproduction and marketing except where such use is necessary for the Client to carry out the Project. All intellectual property rights belonging to the Architect shall remain with the Architect. The Client shall not create a version of the affected Works or any part thereof, nor shall the Client or its consultants create intellectual property rights or shall the Client or its consultants assign or license any intellectual property rights or shall the Client or its consultants agree upon any assignment or licence of such intellectual property rights.

## 10. Indemnity, Liability and Payment

- 10.1 A time limit shall be set for the bringing of actions or proceedings (whether in contract or tort or otherwise) shall be brought by the Client against the Architect after the expiry of which no action or proceedings shall be brought in connection with the Agreement arising out of statutory duty or otherwise.
- 10.2 The Architect's liability in respect of any individual occurrence or a series of occurrences shall be limited to the sum set out in the Agreement or the net contribution calculated in accordance with sub-clause 10.3, whichever is the smaller sum.
- 10.3 The net contribution shall be calculated on the basis of what is deemed to be the net contribution for the Architect to pay taking into account the Architect's liability for the loss or damage in question and the net contribution payable by all other third parties providing services for the Project or damage. The net contribution shall be assessed on the basis of the following provisions:
- 10.3.1 that such undertakings provided to the Client contractual obligations more onerous than those under the Agreement shall be deemed to be the net contribution payable by the Architect.

- Agreement and in respect to liability for such loss or damage;
- 10.3.2 that there are no limitations of liability nor joint insurance between the Client and any such third party; and
- 10.3.3 that such third party shall not be required to have paid to the Client such sums as it would be liable to pay having regard to the loss or damage in question.
- 10.4 [The Architect shall be liable to the Client for compensation and damages suffered by the Client out of an infringement by the Architect of the rights of the Client in the things provided by the Client, in so far as such infringement results from the Architect's negligence.]
- 10.5 Nothing in these Terms shall limit the liability of either Party in respect of death or personal injury caused through negligence.
- ## 11. Insurance
- 11.1 The Architect shall maintain professional indemnity insurance for not less than the sum set out in the Agreement for any one occurrence or series of occurrences.
- 11.2 The Architect shall maintain such insurance for the period set out in the Agreement which shall cover the duration of the provision of the Services and/or the period of limitation as appropriate.
- 11.3 The Architect shall, upon request, provide documentary evidence that the professional indemnity insurance required has been obtained and maintained.
- 11.4 The Architect shall not be liable for any loss or damage in respect of the Services unless that liability is covered by the Architect's professional indemnity insurance, as required by sub-Clause 11.1.
- 11.5 The Architect shall not be liable in contract, tort, negligence, or otherwise for any loss, injury or damage sustained as a result of the Services, except in so far as the Architect is liable to indemnify the Client in respect of any claim for which the Client is liable for any such loss, injury or damage.
- 11.6 The Architect shall not be liable to the Client if any insurance under this Clause 11:
- 11.6.1 is or at any time has been suspended or terminated; or
- 11.6.2 ceases to be maintained at the commercially reasonable rates in which case the Architect shall be liable to discuss the most appropriate means of protecting the Client's interests.
- ## 12. Third Party Rights
- Nothing in the Agreement shall confer upon any third party other than lawful assignees any benefit or enforce any term of the Agreement.



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limited to: power failure, war, civil unrest, fire, flood, governmental action or any other cause beyond the control of the Party in question.

provider failure, industrial action, civil unrest, acts of terrorism, acts of war, or any other cause beyond the control of the Party in question.

- 14.2 [In the event that a Party cannot perform their obligations thereunder as a result of a continuous period of <<insert period>>, the other Party may terminate the Agreement by written notice at the option of the Party. In the event of such termination, the Parties shall agree to make payment for all work completed up to the date of termination in accordance with the provisions of sub-Clause 17.2]. Such payment shall take account any prior contractual commitments entered into by the Parties.

it cannot perform their obligations thereunder as a result of a continuous period of <<insert period>>, the other Party may terminate the Agreement by written notice at the option of the Party. In the event of such termination, the Parties shall agree to make payment for all work completed up to the date of termination in accordance with the provisions of sub-Clause 17.2]. Such payment shall take account any prior contractual performance of the Agreement.]

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## 15. Suspension

- 15.1 The Client shall have the right to suspend the Services by giving not less than <<insert notice period>> to the Architect. Such notice shall specify the part(s) of the Services the Client wishes to be suspended and the duration of such suspension.

by giving not less than <<insert notice period>> to the Architect. Such notice shall specify the part(s) of the Services the Client wishes to be suspended and the duration of such suspension.

- 15.2 The Architect shall have the right to suspend the Services by giving not less than <<insert notice period>> to the Client.

le by giving not less than <<insert notice period>> to the Client.

15.2.1 the Client is in breach of any other obligations under the CDM Regulations [or any statutes, regulations, byelaws, standards, or other rules relevant to the Project]; or

ns under the CDM Regulations [or any statutes, regulations, byelaws, standards, or other rules relevant to the Project]; or

15.2.2 any sum of money due to the Client under any of the provisions of the Agreement has not been paid within <<insert period>> of the date of payment (this provision shall be subject to the provisions of sub-Clause 17.2).

by the Client under any of the provisions of the Agreement has not been paid within <<insert period>> of the date of payment (this provision shall be subject to the provisions of sub-Clause 17.2).

- 15.3 Where suspension of the Services exceeds <<insert period>>, the Architect may request that the Client issues instructions to resume the suspended part(s) (or all, as appropriate) of the Services. If no such notice is received within a period of <<insert period>>, the Architect shall have the right to terminate the suspension of the Services.

is to/has last/lasted for a period exceeding <<insert period>>, the Architect may request that the Client issues instructions to resume the suspended part(s) (or all, as appropriate) of the Services. If no such notice is received within a period of <<insert period>>, the Architect shall have the right to terminate the suspension of the Services.

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## 16. Term and Termination

- 16.1 The Agreement shall continue for a period of <<insert period>> from the agreed commencement date and shall continue for a further period of <<insert period>> from the date, subject to the provisions of Clause 17.2.

agreed commencement date and shall continue for a further period of <<insert period>> from the date, subject to the provisions of Clause 17.2.

- 16.2 Either Party shall have the right to terminate the Agreement by giving not less than <<insert notice period>> written notice to the other Party. The notice shall specify the term specified in the Agreement has been terminated.

by giving not less than <<insert notice period>> written notice to the other Party. The notice shall specify the term specified in the Agreement has been terminated.

- 16.3 Either Party may terminate the Agreement by giving to the other not less than <<insert notice period>> written notice to expire on or at any time after <<insert minimum term>>.

by giving to the other not less than <<insert notice period>> written notice to expire on or at any time after <<insert minimum term>>.

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- 16.4 The Architect shall [redacted] in accordance with the [redacted] less than <<insert n [redacted]
- 16.5 Either Party may im [redacted] the Agreement by giving written notice to the other Party if: [redacted]
- 16.5.1 any sum owing by the other Party under any of the provisions of the Agreement not paid within <<insert period>> Business Days after the due date of payment;
- 16.5.2 the other Party is in breach of any of the provisions of the Agreement capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it the opportunity to be remedied;
- 16.5.3 an encumbrance exists on, or where the other Party is a company, a subsidiary or part of any of the property or assets of the other Party;
- 16.5.4 the other Party is in an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);
- 16.5.5 the other Party is, or has been, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or subject to any order imposed on that other Party under the Agreement);
- 16.5.6 anything is done in breach of the foregoing under the law of any relevant jurisdiction to the detriment of the other Party;
- 16.5.7 that other Party ceases, to cease, to carry on business; or
- 16.5.8 control of the other Party is exercised by any person or connected person other than the other Party on the date of the Agreement. For the purposes of this Clause 16, "control" and "connected person" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.
- 16.6 For the purposes of Clause 16.5, a breach shall be considered capable of remedy if the Party in breach with the provision in question in all respects.
- 16.7 The rights to terminate the Agreement or remedy of either Party shall not prejudice any other right or remedy of either Party in respect of a breach concerned (if any) or any other breach.

## 17. Effects of Termination

Upon the termination of all [redacted]

- 17.1 any sum owing by the other Party under any of the provisions of the Agreement shall be [redacted] and payable [such sums to be assessed by an independent valuer to be appointed upon the mutual agreement of the Parties]
- 17.2 any and all relevant [redacted] for the provisions of Clause 9 shall [redacted]

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terminate subject to their continuance of all relevant and/ under this sub-Clause rights licenced under the Parties;

in good faith, upon new terms for consideration for the assignment of property rights. Any negotiations and rights to use intellectual property be conducted in good faith by the

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17.3 all Clauses which, after the expiry or termination

of their nature, relate to the period after shall remain in full force and effect;

17.4 termination shall not affect which the termination or any may have in respect before the date of termination

the right to damages or other remedy in respect of the event giving rise to the or other remedy which any Party the Agreement which existed at or

17.5 partial termination shall not affect the Agreement except the terminated part(s) of the Services. All remaining provisions unaffected and shall

cease any rights or obligations under only to the terminated part(s) of the provisions under the Agreement shall be effect;

17.6 subject as provided neither Party shall

except in respect of any accrued or obligation to the other; and

17.7 each Party shall (either cease to use, either shall immediately release control which contain

referred to in Clause 13) immediately any Confidential Information, and any documents in its possession or Confidential Information.

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## 18. Data Protection

The Architect will only the <<insert document name, e

information as set out in the Architect's available from <<insert location(s)>>.

## 19. No Waiver

No failure or delay by either shall be deemed to be a waiver of any provision of the Agreement breach of the same or any

any of its rights under the Agreement waiver by either Party of a breach to be a waiver of any subsequent

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## 20. Further Assurance

Each Party shall execute may be necessary to carry

deeds, documents and things as Agreement into full force and effect.

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## 21. Costs

Subject to any provisions incidental to the negotiation Agreement.

Party shall pay its own costs of and on and carrying into effect of the

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22. **Set-Off**

Neither Party shall be entitled to set-off any sums received in respect of this agreement at any time.

in any manner from payments due under the Agreement or any other

23. **Assignment and Sub-Contracting**

23.1 [Subject to sub-Clause 23.2, Neither Party may assign (whether by charge) or sub-license any part of this sub-contract or other rights or obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

It shall be personal to the Parties. Neither Party shall assign (whether by charge (otherwise than by floating charge) or sub-license any of its rights thereunder, or sub-contract or otherwise delegate its obligations thereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

23.2 [Each Party shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractors. Any act or omission of any other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.]

Each Party shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractors. Any act or omission of any other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.]

24. **Time**

24.1 [The Parties agree that time is of the essence (including, but not limited to, the time for completion of the Agreement.)]

Time is of the essence of the obligations referred to in the Agreement (including, but not limited to, the time for completion of the Agreement.) shall be of the essence of the obligations referred to in the Agreement.

**OR**

24.2 [The Parties agree that time is not of the essence for guidance only and may be varied by mutual agreement.]

Time is not of the essence of the obligations referred to in the Agreement are not of the essence for guidance only and may be varied by mutual agreement of the Parties.]

25. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship between the Parties other than the contractual relationship created by the Agreement.

26. **Non-Solicitation**

26.1 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was at any time in relation to the Agreement engaged by the other Party at the express written consent of that Party].

Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was at any time in relation to the Agreement engaged by the other Party at the express written consent of that Party].

26.2 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement would cause damage to the other Party without the express written consent of that Party.

Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

## 27. Notices

- 27.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.
- 27.2 Notices shall be deemed to have been duly given:
- 27.2.1 when delivered in person to the addressee or other messenger (including overnight courier) during business hours of the recipient; or
  - 27.2.2 when sent, by registered mail or e-mail and a successful transmission is generated; or
  - 27.2.3 on the fifth business day after mailing, if mailed by national first class mail; or
  - 27.2.4 on the tenth business day after mailing, if mailed by airmail, return receipt requested.
- In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party.

## 28. Entire Agreement

- 28.1 The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the Parties or their authorized representatives.
- 28.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement. The Agreement shall prevail to the fullest extent permitted by law.

## 29. Counterparts

The Agreement may be entered into by the Parties in counterparts and by the Parties to it on separate counterparts. Each counterpart so executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same instrument.

## 30. Severance

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision or those provision(s) shall be severed from the Agreement and/or these Terms and Conditions and the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

## 31. Dispute Resolution

- 31.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through good faith negotiations with their appointed representatives who have the authority to bind the Parties.

- 31.2 [If negotiations under Clause 31.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution procedure.]
- 31.3 [If the ADR procedure under Clause 31.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, or if either Party will not participate in the procedure, the dispute may be referred to arbitration by either Party.]
- 31.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.
- 31.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an order.
- 31.6 The decision and order of the arbitrator under this Clause 31 shall [not] be binding on both Parties.
32. **Law and Jurisdiction**
- 32.1 The Agreement and any conditions, terms, and conditions herefrom or associated therewith shall be governed by the law of England and Wales.
- 32.2 Subject to the provisions of the Agreement or these Terms and Conditions (including any conditions herefrom or associated therewith) of England and Wales, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with the Agreement or these Terms and Conditions (including any conditions herefrom or associated therewith) shall be referred to and determined by the courts within the jurisdiction of the courts of England and Wales.