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1. **Liability**

- 1.1 Nothing in this Agreement shall exclude either Party's liability for death or personal injury caused by or for that of its employees or agents, for fraud or fraudulent misrepresentation, for the wilful misconduct or deliberate default of either Party or its employees or agents, for any breach of the terms of this Agreement or of the Sale of Goods Act 1979 or the Consumer Credit Act 1974 or the Consumer Protection Act 1982 (relating to title and quiet possession), or any liability which cannot be limited or excluded by law.
- 1.2 Subject to sub-Clause X.2, in the absence of any provision to the contrary in this Agreement, neither Party shall be liable for any loss suffered by the other, whether immediate or consequential, arising in contract, in tort (including negligence), breach of statutory duty, or otherwise, which falls into any of the following categories:
- a) loss of profit
 - b) loss of sales
 - c) loss of business
 - d) loss of agreement
 - e) loss of anticipated profit
 - f) [loss or correction of data]
 - g) loss of, or damage to, property
 - h) indirect or consequential loss
 - i) special damage, including loss of opportunity, that the relevant Party was aware could arise.
- 1.3 Nothing in this Clause shall exclude any liability for direct financial loss that are not expressly excluded in sub-Clause X.2.
- 1.4 Subject to sub-Clause X.2, in the absence of any provision to the contrary in this Agreement, [insert references to relevant clause(s), e.g., "Clause X (Confidentiality)"] in respect of which any liability of the Provider shall be unlimited, the total liability of the Provider whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to [insert sum], e.g., "a sum equal to the Service Fee".
- 1.5 Subject to sub-Clause X.2, in the absence of any provision to the contrary in this Agreement, [insert references to relevant clause(s), e.g., "Clause X (Confidentiality)"] in respect of which any liability of the Company shall be unlimited, the total liability of the Company whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to [insert sum] OR [describe liability], e.g., "a sum equal to the Service Fee".