



**The CAN Corporate & Commercial Sector Framework Agreement**

**The Three Year Services Contract**

**The Cover Sheet**

This Services Contract is made on            day

of            200            between:

                  of            (“the Customer”) and

CAN Networks Limited whose registered office is at, Higher Farm Barn, Milborne Wick, Sherborne, Dorset DT9 4PW. (“CAN Networks”)

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- i) This Agreement has been entered into between:            (“the Customer”) and CAN Networks for the provisioning of a range of fixed, mobile and new telephony services against pre agreed pricing. Full services descriptions and charges are as set out in the Charges section in Schedule 2.
- ii) The Customer wishes to enter into this Services Contract with CAN Networks (the Supplier) in order that it can be provided with the Services pursuant to this Agreement.
- iii) CAN Networks wishes to enter into this Services Contract in order to provide the Customer with the Services.
- iv) Both parties agree to comply with the terms and conditions of this Services Contract in mutual exchange of the promises set out herein.
- v) All payments are to be made via Direct Debit or appropriate method to be agreed between CAN and the Customer.

SIGNED:
<b>For and on behalf of:</b>
Name
Title
Date

SIGNED:
<b>For and on behalf of CAN Networks Limited</b>
Name: Paul Langford
Title    Managing Director
Date

## The Services Contract and Service Level Agreement

### Terms and Conditions

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## **The Services Contract Terms and Conditions**

### **1. Definitions and Interpretations**

#### 1.1 Definitions

**“the Agreement Date”** shall mean that date set out at the head of the Cover Sheet and shall be that date upon which this Services Contract commences.

**“the Service Connection Date”** shall mean that date (or dates) upon which the Services shall be Connected as detailed on the Cover Sheet.

**“Connected”** shall mean Enabling or that activity of otherwise connecting the Equipment to the Services, as shall be advised to and/or discussed with the Customer by CAN Networks pursuant to the Project Plan. The terms “Connect” and “Connection” shall have the corresponding meanings.

**“Enabling”** shall mean that activity of preparing and/or enabling the Services for Use which shall be carried out by CAN Networks in accordance with the Project Plan and which may include, but not be limited to, with regard to Mobile Telephony Services the enabling of the appropriate SIM card. The term “Enable” shall have the corresponding meaning.

**“Use”** shall mean that use of the Services and the Equipment by the Customer and its employees in accordance with and subject to the terms and conditions of this Services Contract. The terms “Usage” and “Used” shall have the corresponding meanings.

**“CAN Networks Contact Point”** shall mean that appropriately qualified and knowledgeable CAN Networks person allocated to the Customer and with whom all contact is to be made regarding the management of this Services Contract.

**“CAN Networks Web Site”** shall mean that web site owned and managed by CAN Networks which provides information relating to CAN Networks and service descriptions the address of which is [www.can-uk.net](http://www.can-uk.net)

**“the Change Control Procedure”** shall be that procedure as may be set out in Schedule 4 to be used for changes to this Services Contract.

**“the Charges”** shall mean collectively those:

i) the One Off Connection Charge in respect of each new Connection as set out in Schedule 2 Charges (“the Connection Charge”)

ii) the Fixed Rental Charges in respect of the monthly, quarterly or annual fixed Rental charges as set out in Schedule 2 Charges (“the Fixed Rental Charge, Monthly, Quarterly or Annual”)

iii) the Call Usage Charges which CAN Networks shall calculate by reference to call data recorded or logged by CAN Networks (and pursuant to its then prevailing price list) and which shall be set out on the invoices in a form and manner to be agreed by the Contact Points no less than 7 days prior to the date when the invoice is due to be issued (“the Monthly Call Usage Charges”)

all of which shall commence from the Service Connection Date (except as may be otherwise specified in this Services Contract); and

iv) Any price in respect of any Equipment which the Customer may purchase from CAN Networks (“the Equipment Price”)

all of which the Customer shall pay in accordance with the provisions set out in Clause 5.

“**the Contact Points**” shall mean collectively the Customer Contact Point and CAN Networks Contact Point.

“**Customer Contact Point**” shall mean that appropriately qualified and knowledgeable Customer person allocated to CAN Networks with whom CAN Networks Contact Point shall liaise regarding the management of this Services Contract

“**the Cover Sheet**” shall mean the cover page of this Services Contract.

“**the Default**” shall mean a breach of any term of this Services Contract.

“**the Documentation**” shall mean that documentation which may be provided in conjunction with the Services and/or the Equipment.

“**the Equipment**” shall mean any and all equipment, software (and accompanying documentation) whether purchased under this Services Contract or otherwise that the Customer and CAN Networks have agreed the Customer may have connected to the Services and is may be set out in the Service Level Agreement.

“**the Premises**” shall mean those customer premises at which any Fixed Line Services are provided to the Customer and are as may be specified in the Service Level Agreement.

“**the Services**” shall mean those telecommunications and associated new services (and any accompanying documentation) to be provided by CAN which will comprise a selection of:

i) Fixed line services (“Fixed Line Services” and the term “Fixed Line Circuit” shall have the corresponding meaning); and/or

both of which CAN have procured via its contracts with various Network Partners (collectively “the Re seller Services”); and/or

ii) Mobile telephony services (“Mobile Telephony Services”) and/or

iii) CAN Networks proprietary new telephony services including, but not limited to, management reports, fraud alerts, zero billed information, outage reports, fault reports, status on connection and disconnections (“New Services”):

all as may be set out in the Services Description attached at Schedule 1 (“the Services Description”) and which shall provided in accordance with and subject to the Service Level Agreement.

“**the Network Partners**” shall mean those entities with which CAN has entered into reseller contracts, in respect of the Re-seller Services, (“the Re-Seller Contracts”) in order to provide the Services to the Customer and to provide substantially similar services to its other customers.

“**the Service Level Agreement**” shall mean the service level agreement attached at Schedule 3.

**“Working Hours”** shall mean 8.45am – 5.30pm Monday to Friday UK Bank and Public holidays excluded.

**“the Project Plan”** shall mean that plan issued by email by CAN Networks Contact Point to the Customer Contact Point within 7 days of the Agreement Date and which shall be discussed with the Customer Contact Point or which may be attached as at the Agreement Date as an Appendix to Schedule 3.

**“the Term”** shall mean collectively the Respective Minimum Terms and the Extended Terms.

## 1.2 Interpretations

i) As used in this Services Contract, the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

ii) A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re – enactment thereof.

iii) Headings are included in this Services Contract for ease of reference only and shall not affect the interpretation or construction of this Services Contract.

## 2. Term

2.1. This Services Contract shall commence on the Agreement Date and, unless or until terminated in accordance with the provisions set out in Clause 10 shall continue for a period of Three years (“the Minimum Period”). Three (3) months prior to the expiry of this Minimum Period, then CAN Networks shall consult with the Customer as to the Customer’s intention to extend this Services Contract on the same terms and conditions, or not, for a further period of twelve (12) months in which case this Services Contract shall be renewed, or not, as appropriate.

## 3. Scope of this Services Contract

3.1 CAN Networks shall Connect the Services and provide the Customer with the Services and the Equipment in accordance with the estimated timescales set out in the Project Plan.

3.2 CAN Networks warrants that it will provide the Services and discharge all its other obligations under this Services Contract with all due skill, care and attention and in accordance with good industry practice. This warrant is in lieu of any other warrant, guarantee or undertaking with regard to merchantability, satisfactory quality or fitness for purpose of the Services unless as otherwise expressly stated in this Services Contract.

3.3 Unless as otherwise expressly set out in the Services Contract, then any timescales shall be deemed to be estimates only and shall not be of the essence of this Services Contract.

3.4 The following provisions shall apply (amongst others of this Services Contract) in the event that this Services Contract is utilised by the Customer for the purchase of Equipment from CAN Networks:

i) Any ordering process agreed between the parties as being appropriate shall be used for any such purchase and the processes set out in the Service Level Agreement shall be used for the on – going management of the relevant Equipment; and

i) Title to any and all such Equipment shall pass to the Customer on payment of the Equipment Price; and

iii) Risk in the Equipment shall pass to the Customer upon delivery; and

iv) CAN Networks shall advise the Customer at the time of placing the appropriate order in accordance with 3.4.i) above of any warranty provisions that may apply to the Equipment and shall ensure that such provisions are contained in the Project Plan.

3.5 For the avoidance of any doubt, in the event that the Customer wishes to lease Equipment from CAN Networks, then such a transaction shall be the subject of an agreement separate from this Services Contract.

### 3.6 Innovation

The parties recognise that, during the Term, innovation in emerging technology may provide opportunities for CAN Networks to offer products or services beneficial to the Customer. It is agreed that should such products and services be made available by CAN Networks, then they may be included subject to the Customers prior written agreement, pursuant to the Change Control Procedure on such products and services' inclusion and pricing and as additions to the Services as contracted for as at the Agreement Date pursuant to the Change Control Procedure (as detailed in section 6 below and Schedule 4 of the Services Contract.

3.7 CAN Networks shall comply with all site security and health and safety requirements as may be published by the Customer with regard to this Services Contract always assuming that such compliance does not unreasonably delay or otherwise impact the performance of CAN Networks hereunder.

## 4. Customer Obligations

The Customer shall:

i) Provide the Customer Contact Point and, in the event of any unavailability of the member of staff allocated to operate as the Customer Contact Point at the Agreement Date, allocate another appropriately qualified and knowledgeable member of staff to operate as the Customer Contact Point and shall ensure that a full briefing of said other member takes place.

ii) Pay all invoices by Direct Debit or BAC's or agreed appropriate method to be agreed between CAN and the Customer concerned within 30 days from date of the invoice.

iii) Ensure that the provisions of the Change Control Procedure, the Ordering Process and the Moves, Adds and Changes Process are adhered to.

iv) Upon the Agreement Date advise CAN Networks Contact Point, via email, of any matter or any aspect of the Premises which is: inadequate; and/or unsafe; and/or in contravention of the then prevailing telecommunications legislation (including, but not limited to the Telecommunications Act 1984); and/or otherwise unlawful or not suitable for the Equipment and the provision of the Services and agree a plan with CAN Networks Contact Point (and enact said plan) to rectify any aspect of the Premises so that the Premises may be in full readiness for the Connection.

v) Throughout the Term inspect the Premises (no less than every 3 months) and advise CAN Networks Contact Point, via email, of any matter or any aspect of the Premises which may become: inadequate; and/or unsafe; and/or in contravention of the then prevailing telecommunications legislation (including, but not limited to the Telecommunications Act 1984); and/or otherwise unlawful or not suitable for the provision of the Services and the Equipment and agree with CAN Networks Contact Point a preventative and rectification plan (and enact said plan) so that the Premises may continue to be appropriate for the Equipment and the provision of the Services. In the event that such inspection reveals no points for prevention and/or rectification then the Customer shall advise CAN Networks Contact Point accordingly.

vi) Permit CAN Networks, its employees, agents and representatives full and free access to the Premises and any and all Equipment for the purposes of carrying out its obligations under this Services Contract during Working Hours. In the event that such access is unavailable, then the Customer shall permit CAN Networks access during other hours as may be reasonably agreed from time to time between the Contact Points in which case such hours shall be paid for by the Customer at CAN Networks then prevailing time and materials rates.

vii) Not use any equipment and software other than the Equipment in conjunction with and/or connected to Equipment and/or the Services. Except where it is agreed to do so pertaining to the Products or Service as supplied by CAN. Specifically, this shall include, CAN Broadband Services. Where a pre-configured router is supplied by CAN the Customer can connect their equipment to the router, providing the manufacturers' technical installation guidelines are made and appropriate health and safety observed.

viii) Provide CAN Networks with such reasonable assistance as CAN Networks may request and comply with any reasonable instruction from CAN Networks with regard to the Usage and all other aspects of this Services Contract.

ix) Pay CAN Networks (at CAN Networks then prevailing time and materials rates) amounts relating to CAN Networks time spent in carrying out work due to a Default of any of the Customer obligations set out in this Services Contract without prejudice to other rights and remedies that CAN Networks may wish to exercise in relation to any such Default.

x) Warrant that any permissions, rights, licences and any and all such other approvals and authorities that may be required in order in respect of Use and Connection shall be and remain properly in place during the Term.

xi) Warrants that its employees' Use of the Services and Equipment shall be in accordance with the Telecommunications Act 1984 and that Use is otherwise competent and knowledgeable and carried out with all due skill, care and attention and that any and all such employees will not make any attempt to interfere with the Services and/or the Equipment or modify or adjust or add to the Services and/or the Equipment or attempt to repair or rectify the Services and or Equipment in way whatsoever.

## **5. Charges**

5.1 In consideration of the supply of the Services and the Equipment, the Customer shall pay the Charges.

5.2 Payment shall be made within 30 days of the date of each invoice.

5.3 All Charges will be subject to value added tax ("VAT") which shall be charged at the rate prevailing at the time of invoicing.

5.4.i) For the avoidance of any doubt, the Customer may indicate a preference for either of the following pricing protocols with regard to the Charges:

- a) Fixed pricing for the Term; or
- b) Fixed pricing for the first 12 months of the Term with annual reviews thereafter (such review to be as mutually and reasonably agreed in writing between the Customer and CAN Networks).

5.4. ii) For the avoidance of any doubt and pursuant to Clause 5.4.i) above, the Customer accepts that under the Services Agreement, CAN Networks is obliged to advise the Customer of the Customer's preference in accordance with the format agreed between the parties from time to time. In any event, CAN Networks will carry out a review of the Charges in consultation with the Customer on an annual basis or more frequently subject to market demands.

## 5.5 NGN Numbers

5.5.i) Subject as set out in this clause 5.5.i), the supply of CAN standard NGN numbers (such as 0845, 0870, 0871 and any others as may be defined on CAN Networks Web Site from time to time) shall not attract the Connection Charge and Call Usage Charges that otherwise might have been payable hereunder. The CAN NGN service is a value added service to CAN's fixed line portfolio. It is provided free of charge, with the exception of Golden, silver and bronze number ranges. In the event that CAN does not continue to provide fixed services or alternatively, any numbers supplied bill less than 2,500 minutes per month then CAN reserve the right to levy a minimum rental charge of £10 per number, per month supplied. Such exclusion shall be with the exception of 0800 numbers for which Call Charges are payable at the then prevailing rate detailed on CAN in Appendix G to Schedule 2.

5.5.ii) With respect to the NGN numbers referred to in clause 5.5.i), With respect to the 0870 and 0871 services, CAN Networks will credit the Customer with any then prevailing out payment once an amount of £25 has been paid by the Customer pursuant to this clause 5.5.ii) (solely in respect of the said 0870 and 0871 services) against the invoice for the month following the month in which the Customer has paid said £25 amount.

NGN number ranges are Subject to any changes in OFCOM regulated pricing.

5.6 Without prejudice to other rights and remedies which may be available to CAN Networks, in the event that the Customer does not pay each invoice by Direct Debit or BAC's or the appropriate method to be agreed between CAN and the Customer concerned within 30 days of the date of each invoice date. CAN Networks reserve the right to charge interest on any and all such late payments at the rate of 5% per annum above the then prevailing HSBC Base Lending Rate.

## 6. Change Control Procedure

6.1 In the event that the Customer wishes to add services and equipment to the Services and Equipment as contracted for as at the Agreement Date these additions shall be initiated by means of the change control processes set out in Schedule 4 of the Services Contract.

6.2 In the event that the Customer wishes to make moves, adds and changes to the Equipment, then these shall be managed by means of the processes set out in the Service Level Agreement.

6.3 The Change Control Procedure may also be used to make changes to this Services Contract, as applicable.

## **7. Intellectual Property Rights**

### **7.1 Intellectual Property Rights of CAN Networks**

i) CAN Networks grants the Customer a non – exclusive licence to Use the New Services and pursuant to its agreements with the Network Partners, a sub – licence to Use the Re – seller Services.

ii) The Services and the Equipment are the intellectual property rights of CAN Networks (and/or its Network Partners and/or other third parties) and the Customer agrees to gain access and use the same solely in accordance with and subject to the terms and conditions of this Services Contract and not to claim (or attempt to claim) any rights other than those as expressly granted in this Services Contract.

### **7.2 Intellectual Property Rights of the Customer**

The Customer grants CAN Networks a non – exclusive, royalty free licence to use the information contained in any proprietary asset register solely for the purposes of the performance of this Services Contract.

## **8. Intellectual Property Rights Indemnity**

CAN Networks shall indemnify the Customer against all costs and liabilities actually awarded in respect of any claim or alleged claim made against the Customer regarding the infringement of any copyright or intellectual property right in respect of Use arising in the United Kingdom. The Customer shall promptly notify CAN Networks of any such claim or alleged claim. CAN Networks shall at its own expense conduct any negotiations and litigation arising and the Customer shall provide CAN Networks all reasonable assistance in association with any such negotiations and litigation. The Customer agrees not to make any admissions which may be prejudicial to the defence of the claim or alleged claims

## **9. Liability**

i) Neither party excludes or limits its liability to the other for death and personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act or Section 2 of the Supply of Goods and Services Act.

ii) Subject always to 9.i), the maximum aggregate liability of either party for all Defaults resulting in the direct loss of or damage to the tangible property of the other shall in no event exceed £100,000 notwithstanding the number of claims.

iii) The maximum aggregate liability under this Services Contract of either party for all Defaults (other than Defaults governed by Clause 9. ii)) shall in no event exceed £100,000 notwithstanding the number of claims.

iv) Subject always to the provisions of Clause 9.i), but notwithstanding anything else to the contrary in this Services Contract or elsewhere, neither party shall be liable to the other for any loss of profits, business, revenue, data, goodwill or anticipated savings and/or any indirect or consequential loss or damage howsoever caused.

v) The parties agree that in the event that any limitation or provision contained in this Clause be held invalid under any applicable statute or rule of law it shall to that extent be deemed omitted, but if either party becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out in this Clause 9.

## **10. Termination**

### **10.1. Termination for Insolvency**

Either party may serve notice at any time to terminate this Services Contract in the event that:

- i) The other passes a resolution or a court makes an order that the other party (or its parent company or its Corporate Sector equivalent thereof) be wound up (otherwise than for the purposes of a solvent, bona fide reconstruction or amalgamation); or
- ii) A receiver or administrator on behalf of a creditor is appointed in respect of the business (or part thereof) of the other party (or its parent company or its Corporate Sector equivalent thereof); or
- iii) Circumstances arise which entitle a court or a creditor to appoint a receiver, or administrator or which entitle the court (otherwise than for the purposes of solvent, bona fide re – construction or amalgamation) to make a winding up order in respect of the other party (or its parent company thereof); or
- iv) The other party (or its parent company) is unable to pay its debts within the meaning of the Section 123 of the Insolvency Act 1986; or
- v) Any event similar to those set out in Clause 10.1.i) – iv) occurs under the laws of any other jurisdiction.

### **10.2 Termination for Convenience**

10.2.i) In the event that the Customer wishes to terminate this Services Contract in whole or in part for convenience, then the Customer may do so only as follows:

Assuming the following notice periods are adhered to:

- i) Fixed Line Services may be terminated assuming 3 months written notice to terminate is served and/or
- ii) Mobile Telephony Services may be terminated assuming 3 months written notice to terminate is served: and

**Assuming the following payments are made:**

#### **i) In respect of Mobile Telephony Services:**

- All applicable Charges in respect of the line rental and calls prevailing in the first Two years of the Services Contract; plus
- 20% of all applicable Charges in respect of the line rental and calls prevailing in the Second year of the Services Contract; plus
- £100 per Connection; and

#### **ii) In respect of Fixed Line Telephony Services:**

- All applicable Charges in respect of the line rental and calls prevailing in the first year of the Services Contract; plus
- 20% of all applicable Charges in respect of the line rental and calls prevailing in the second year of the Services Contract based on the monthly voice minutes average

of either the 4 quarters immediately previous to the date of termination or the month immediately previous to the date of termination (whichever is the greater).

**iii) In respect of Fixed Line Private Circuits: Point to Point Voice & Data, LAN Extension and Dedicated Internet Access Circuits**

- All applicable outstanding charges in respect of the circuit line rental prevailing for the agreed minimum term.

**10.3 Cancellation or Modification of the Services prior to the Service Connection Date**

Without prejudice to any and all other remedies which CAN Networks may have hereunder, the Customer may cancel or modify any component part of the Services prior to the Connection Date in accordance with the conditions as set down in Section 5.6 of the Service Level Agreement.

10.4 Termination in accordance with this Clause 10 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

10.5 Notwithstanding anything to the contrary in this Services Contract or elsewhere, in the event of any change in the shareholding of the Customer or its parent company (or in the event of the Customer being a public authority or governmental body there is a change of purpose, charter or direction in such authority or body) then this shall not be deemed a reason for the termination of this Agreement whatsoever.

10.6 The provisions of Clauses 1, 9, 14 and 15 shall survive the termination of this Agreement.

10.7. For the avoidance of any doubt, in the event of termination or expiry of the Framework Agreement before the termination or expiry of any of this Services Contract, then this Services Contract shall continue in accordance with its terms and conditions notwithstanding the termination or expiry of the Framework Agreement.

10.8 For the avoidance of any doubt, in the event of the enforced closure of any Consortium Member, (or Business section thereof) then the relevant Services Contract shall become frustrated and no payment additional to that due as at the date of frustration shall be due to CAN Networks.

**11. Non - poaching**

i) In the event that either party actively approaches or seeks out a member of staff or a contractor or a consultant working in connection with this Services Contract for the other party with a view to employing or otherwise contracting with said individual during the Term, then the party so seeking the individual shall contact the other party and discuss the situation including the damages that may be incurred by the other party in the event of the displacement of said individual from his/her association with this Services Contract.

ii) In the event that said party employs or otherwise contracts with said individual during the Term, then it shall pay to the other, (by way of liquidated damages) the equivalent of 3 months salary or consultancy/contractor fee of said individual.

**12. Force Majeure**

i) Neither party shall be liable to the other for loss of any kind due to a force majeure event defined as being any event beyond its reasonable control including, but not limited to governmental regulations, fire, flood or any disaster or industrial dispute affecting a third

party for which a substitute is not readily available always assuming that any act, event, omission, happening or non – happening will only be considered force majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its servants, agents or employees (“Force Majeure”).

ii) Each party shall use reasonable endeavours to continue to perform or resume performance of its obligations under this Services Contract during a Force Majeure event.

### **13. Data Protection**

Both parties warrant that they will duly observe all their respective obligations under the Data Protection Act 1998.

### **14. Publicity**

Except with the prior written consent of the other (such consent not to be unreasonably withheld or delayed) neither party shall make any press announcements or publicise this Services Contract in any way.

### **15. Confidentiality**

Both parties agree that they shall keep confidential any and all information (in whatever format) received from the other during the Term (“the Information”) and shall not disclose the Information to any other party. Additionally, each party agrees to keep the Information and hold it in safe custody in accordance with security principles no less stringent than those contained in its own confidentiality policies and procedures, subject to the provision of the Freedom of Information Act 2000.

### **16. Contracts (Rights of Third Parties) Act 1999**

Save as expressly provided by this Services Contract and subject to any pre – existing right, a person or entity who is not a party to this Services Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Services Contract.

### **17. Entire Agreement**

Subject to this Services Contract (collectively “the Documentation”) shall constitute the entire understanding between the parties relating to the subject matter of this Services Contract and supersede all prior representations, written material, negotiations or understandings with respect to the subject matter of this Services Contract.

### **18. Waiver**

The failure of either party to insist upon strict performance of any provision of this Services Contract or the failure of either party to exercise any right or remedy to which it is entitled under this Services Contract shall not constitute a waiver thereof and shall not cause a diminution of the obligations established in this Services Contract. A waiver of any Default shall not constitute a waiver of any subsequent Default.

### **19. Non assignment**

The Customer shall not assign, novate or otherwise transfer this Agreement without the prior written permission of CAN Networks.

## **20. Notices**

For the purposes of serving notice under this Services Contract, notices shall be sent by first class or registered post as follows:

For CAN Networks:

The Managing Director  
CAN Networks Limited,  
Higher Farm Barn  
Milborne Wick,  
Sherborne, DT9 4PW

## **21. Governing Law**

This Services Contract shall be construed and governed by the laws of England and Wales.

## **22. Dispute Resolution Procedure**

In the event of any dispute arising under this Services Contract that cannot be resolved by the Contact Points within 14 days of such dispute first being notified, then such dispute shall be escalated to the respective senior management team of the parties for resolution. If within a further 14 day period the dispute is not resolved, then the parties will elect to refer the dispute to the Centre for Dispute Resolution (“CEDR”). Both parties shall bear their own costs in this regard (unless determined otherwise by CEDR) and will ensure that there is agreement at the time of resolution as to whether the parties will be bound by the outcome of the resolution.

## **23. Order of Precedence**

23.i) In the event of any conflict between the Documentation, where such documentation has been agreed by both parties in interpreting the rights and obligations of the parties hereunder, then the order of precedence for any such conflict shall be set so that the most recently dated Documentation takes precedence over previously dated Documentation. In the event of any conflict between the main body of this Services Contract and the Schedules to this Services Contract, then the main body of this Services Contract shall take precedence over the Schedules to this Services Contract.