

Aerial Drone and Mast Photography Services Terms and Conditions

This Agreement is made between:

Drone Tech Aerospace Ltd registered in England and Wales under number **02919156** and whose registered office is at **2 Alexandra Gate, Ffordd Pengam, Cardiff, Wales, CF24 2SA** ("DTA")

AND

The receiving party of the UAS services and outputs referred to in this document as (the "Client")

WHEREAS:

- (a) The Client requires provision of aerial, terrestrial or aquatic drone and mast inspection surveying photography and video services for the purposes of executing its projects from time to time;
- (b) DTA is a company specialising in aerial drone and mast photography services, supplying a range of aerial drone surveying, mapping, inspection, photography and video services, and also mast photography and video, services to its clients from time to time; and
- (c) The Parties have agreed to the provision of aerial drone and mast photography services on terms and conditions as set out below.

IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions and Interpretations

In this Agreement, the following definitions apply:

Agreement:	this written agreement;
Business Day:	a day when banks in London are generally open for business other than Saturdays and Sundays and local bank and public holidays;
Commencement Date:	the date on which the Services commence as set out in the Service Quotation or such other date as may be agreed in writing by the parties;
Client:	the person or organisation defined above purchasing the Services from DTA. An agent acting on behalf of a Third Party shall be deemed to be the Client in this Agreement and all other associated Documents unless otherwise designated in writing by the Third Party;
Client Brief:	a Document supplied by the Client defining the Client's requirements for the Services;
Client Default:	any act or omission by the Client or failure by the Client to perform any relevant obligation which prevents or delays DTA's performance of any of its obligations in respect of the Services;
Deliverables:	all Documents and other materials that the DTA has agreed to provide to the Client as part of the Services;

- Deposit:** a payment unless agreed to otherwise in the amount of 50% of the total invoice amount which is due and payable at time of Client acceptance of the Service Quotation which is non-refundable and non-transferable;
- Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
- Due Date:** the due date for invoices, other than for Deposits, as defined in clause 6.8;
- Force Majeure Event:** means an event beyond the reasonable control of DTA including but is not limited to Acts of God, fires, floods, earthquake, windstorm or other natural disaster, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) or imposition of government; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott (whether involving the workforce of either party or any other party); interruption or failure of utility service including but not limited to electric power, gas, water or telephone services; failure of equipment, machinery supply or material required by the relevant party; or default of suppliers or subcontractors or any other circumstances beyond the reasonable control of either Party;
- Higher Level Services:** means Services requiring a warranted level of accuracy or reliability, or where a professional surveyor or a professional inspection engineer is required;
- Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- Pre-existing Materials:** all Documents, information and materials provided by DTA relating to the Services which existed prior to the commencement of this Agreement;

Project:	the Client project for which the Client wishes to engage the Services as defined in the Client Brief, Service Specification, Service Quotation and Purchase Order;
Purchase Order:	the Document supplied to DTA by the Client confirming acceptance of the Service Quotation by the Client and confirming the fees to be paid;
Purpose:	the use of the Deliverable as stated in the Service Specification or Service Quotation;
Services:	the surveying, mapping, inspections work or any other work to be executed as set out in the Service Specification;
Service Quotation:	the Document delivered in writing by DTA to the Client defining the fees to be paid to DTA by the Client in payment for the execution of the Services as defined in a Service Specification;
Service Specification:	the description of the Services provided in writing by DTA to the Client;
Supplier Materials:	all materials, equipment, Documents and other property of DTA.

1.2 In this Agreement the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its personal representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e) a reference to writing or written includes faxes and e-mails.

2. Supply of Services

- 2.1 DTA will respond within a reasonable timescale to requests from the Client for the Services.
- 2.2 A request for the Services will be initiated by the delivery to DTA of a Client Brief.
- 2.3 For very simple projects the Client Brief may be delivered verbally or by email.
- 2.4 The Client Brief shall contain sufficient unambiguous detail as to enable DTA to write a Service Specification to satisfy the requirements of the Client including but not limited to the Purpose of the Services required within the context of the Project, the location or locations where the Services are

to be executed, the dates and times the Services are to be supplied and the Deliverables that the Client requires.

- 2.5 The lack of a Client Brief in Document form will not affect any of the other conditions in this Agreement.
- 2.5 The Service Specification will be created from the Client Brief and any additional information requested by DTA from the Client.
- 2.6 The Service Specification will be delivered to the Client for review and any clarifications or changes requested by the Client will be discussed and amendments made to the Service Specification if necessary.
- 2.7 On completion of an agreed Service Specification DTA shall deliver to the Client a Service Quotation.
- 2.8 On determining that it is satisfied by the Service Specification and Service Quotation the Client shall deliver to DTA its Purchase Order for the Services.
- 2.9 DTA shall supply the Services to the Client in accordance with the Service Specification in all material respects.
- 2.10 DTA shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and DTA shall notify the Client in any such event.
- 2.11 DTA warrants to the Client that the Services will be provided using reasonable care and skill.
- 2.12 The Client acknowledges and agrees that:
 - a) DTA delivery of any Services may be dependent upon DTA obligations to comply with its Civil Aviation Authority (CAA) permissions to conduct Aerial Work;
 - b) permission from the CAA, local Police, other authorities and relevant landowners, when needed can take considerable time. All Services are subject to the Client (or DTA if specified in the Service Specification or Service Quotation) obtaining permission from landowners and legal access from which to safely operate the DTA equipment;
 - c) DTA may request details necessary to obtain such approvals from the Client and the Client must provide these to DTA as soon as is possible understanding that DTA relies on the accuracy of any information provided by or on behalf of the Client and cannot be held responsible for consequences of the Client providing inaccurate or incomplete information;
 - d) certain photographic, video or sensor images or readings from specific locations, directions and heights may not be feasible on the day for various operational reasons and in such cases the best possible alternative images or readings will be supplied where possible and these will be deemed to fulfil the obligations under the Services; and
 - e) certain topographical, volume, measured building, 3D modelling and mapping surveys, whether using Photogrammetry or LiDAR, require direct unobstructed line of sight between the sensor and the land, building or subject being surveyed. Any areas of the required survey location that are obscured by vegetation, parked vehicles, or any other obstructions will not be included in the Services; and

- f) all outdoor location photography and videography is dependent upon suitable weather conditions and forecasting. The quality such as exposure and sharpness of photographs taken after sunset cannot be guaranteed and usually will not be attempted. Images required to be taken in a southerly direction particularly into the sun may suffer from lens flare and other detrimental effects;
- g) the Client hereby acknowledges the flight and operational restrictions set out in the clause 2.10 and that DTA cannot be held liable for any delay in the provision of the Services as a result of delays or change caused by such restrictions.

3 Varying the Services

- 3.1 The Client may request DTA to vary the Services in form, quality or quantity provided that the nature of the Services does not change to become Higher Level Services and that the total cost of the Services is not affected by more than 10 per cent.
- 3.2 Where such a request does require Higher Level Services DTA will supply a new Service Quotation under a new and different Agreement, and if work on the Services has commenced the Services will be deemed to have been cancelled and the Client will be subject to terms in the Cancellation clause.
- 3.3 Where the such a request does not require Higher Level Services:
 - a) such variations will be valued at the rates set out in the Service Quotation where applicable or failing this at new rates to be agreed between the parties;
 - b) where variations to the Services would affect the total cost by more than per cent, the Service Quotation shall be renegotiated at the request of DTA.

4 Third Party Software

Any third-party software supplied by DTA as part of the Services, whether it is cloud-based Software-as-a-service or software installed on a Client or DTA computer system, will be supplied under the terms and conditions of the third-party licensor of the software.

5 Client Obligations

- 5.1 The Client warrants that all relevant information regarding the nature and scope of the Services including and especially any unusual conditions which may apply has been supplied to DTA.
- 5.2 The Client warrants that it has examined the Service Specification and Service Quotation in detail and is deemed to be satisfied before submitting a Purchase Order as to the nature and details of the Services to be executed and the Deliverables to be supplied by DTA.
- 5.3 The Client acknowledges and agrees as follows:
 - A. to co-operate reasonably with DTA in all matters relating to the Services;
 - B. to provide DTA, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by DTA to supply the Services;
 - C. to provide DTA, its employees, agents, consultants and subcontractors, with access to any third party's premises, office accommodation and other facilities as reasonably required by DTA to supply the Services;

- D. to deliver to DTA all such information and materials as DTA may reasonably require to supply the Services and ensure that such information is accurate in all material respects;
 - E. to obtain and maintain all necessary licences, permissions and consents which may be required for the execution of the Services before the date on which the Services are to start (cf. clause 2.12b and clause 2.12c) unless DTA has agreed in the Service Specification or Services Quotation to obtain the necessary licenses, permissions and consents;
 - F. to pay the cancellation fees as set out in the Cancellation clause where the Client fails to obtain the licences, permissions and consents;
 - G. to keep and maintain all Supplier Materials at the Client's premises in safe custody at its own risk, maintain Supplier Materials in good condition until returned to DTA, and not dispose of or use Supplier Materials other than in accordance with DTA written instructions or authorisation;
- 5.4 The Client agrees that in the event of a Client Default:
- A. DTA shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays DTA performance of any of its obligations;
 - B. DTA shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from DTA failure or delay to perform any of its obligations as set out in this clause 5.4; and
 - C. the Client shall reimburse DTA on written demand for any costs or losses sustained or incurred by DTA arising directly or indirectly from the Client Default.

6 Fees and Payment

- 6.1 Fees for the Services shall be as defined in the Service Quotation.
- 6.2 DTA shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom DTA engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by DTA for the performance of the Services, and for the cost of any materials. All such expenses shall be listed in the Service Quotation.
- 6.3 Unless agreed to otherwise the Deposit is due and payable at time of Client delivery of its Purchase Order to DTA and is non-refundable and non-transferable.
- 6.4 The full balance of the fees becomes due and the corresponding invoice will be delivered to the Client by DTA upon completion of the Services defined by delivery of the Deliverables to the Client.
- 6.5 Where delivery is refused or where DTA is unable to deliver due to circumstances beyond its control DTA is entitled to treat the Agreement as being fulfilled and invoice the Client accordingly.
- 6.6 DTA shall deliver invoices to the Client via email or by mutual agreement via another electronic means as the Client may request.
- 6.7 The Client shall pay any invoice for a Deposit at least one week prior to the Commencement Date and no work shall commence until payment is received.

- 6.8 The Client shall pay DTA's invoice in full within the Due Date which shall be thirty (30) days after the date of receipt of each invoice. Invoices are deemed to be received two (2) Business Days after the date appearing on the email delivering the invoice or electronic delivery system.
- 6.9 Deliverables which the Client reasonably considers to be in failure of the Service Specification shall be returned to DTA within 15 days of receipt with a detailed explanation of the reasons why the Client considers the Deliverables to fail. Any such Deliverables which are found on being checked to be in failure of the Service Specification will be corrected at DTA's expense and the fees in the Service Quotation will be invoiced upon delivery of the corrected Deliverables to the Client. If any such Deliverables are found on being checked to comply with the Service Specification then the costs incurred by DTA in checking shall be payable by the Client.
- 6.10 The Client shall pay each invoice submitted by DTA in full and in cleared funds to a bank account nominated in writing by DTA, and time for payment shall be of the essence of the Agreement.
- 6.11 Without limiting any other right or remedy of DTA, if the Client fails to make any payment due to DTA under the Agreement by the Due Date for payment, DTA shall have the right to charge interest on the overdue amount at the rate of 7% per cent per annum above the then current HSBC Plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.12 The Client shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against DTA in order to justify withholding payment of any such amount in whole or in part. DTA may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by DTA to the Client.
- 6.13 All payments must be made in UK Pounds Sterling unless otherwise agreed in writing between the parties.
- 6.14 DTA reserves the right to change its fees for the Services and shall deliver written notice to the Client detailing such changes before the proposed date of the increase.

7 Copyright and Intellectual Property Rights

- 7.1 The Client acknowledges and agrees that all Intellectual Property Rights and all other rights in the Services, the Deliverables and the Pre-existing Materials shall vest in and shall be and remain the sole and exclusive property of DTA.
- 7.2 Subject to Clause 7.3, DTA licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services in relation to the Project. Such licence may not be transferred to a third party without the written consent of DTA and such consent may be subject to additional payment to DTA.
- 7.3 If and to the extent that any of Intellectual Property Rights and other rights in the Services, the Deliverables and the Pre-existing Materials include or have been created, produced or developed using any Intellectual Property Rights belonging to a third party, DTA shall use reasonable endeavours to procure that the Client shall be licensed to use such rights. Rights to such third-party Intellectual Property Rights may incur additional charges to the Client.

8 Model and property release forms

- 8.1 Unless specifically agreed in writing at least one week prior to the Commencement Date under this Agreement, DTA will provide the Deliverables without obtaining model or property release forms.
- 8.2 It is solely the responsibility of the Client to obtain such permissions and to make the legal and moral decision whether to publish photographs which contain images of individuals where model release forms have not been obtained.
- 8.3 DTA accepts no liability in circumstances where supplied images are used by the Client without such a release and subsequent action is taken by individuals or companies against the Client. Should the Client require such permissions, DTA should be informed in writing at least one week prior to the Commencement Date.
- 8.4 In addition, DTA accepts no responsibility where images of trademarks or company logos are used by the Client to support other non-associated works.

9 Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Agreement.

10 Insurance

- 10.1 DTA holds Public Liability insurance (£5 million) which covers all aspects of the Services.
- 10.2 DTA holds Employer's Liability insurance (£10 million) which covers all aspects of the Services.
- 10.3 DTA holds Professional Indemnity Insurance (£500,000) which covers all aspects of the Services.
- 10.4 Copies of all insurance policies are available to inspect by the Client upon request.

11 Limitation of Liability

- 11.1 DTA will not be liable for any misrepresentation that may occur as a result of any editing or manipulation of images carried out by DTA in accordance with this Agreement.
- 11.2 DTA shall not be liable for any inaccuracy of the Deliverables of the Services or for any matters resulting from their use. Any accuracies or engineering observations specified in the Service Specification, Service Quotation and Deliverables are for guideline purposes only and it is for the Client to investigate these in detail using suitably qualified surveyors and engineers and determine how it wishes to interpret and use the Deliverables. If the Client requires Higher Level Services then DTA can supply this under a different Agreement which would include the engagement of suitably qualified surveyors or engineers.
- 11.3 DTA shall not be liable for any failure to perform the Services either at all or in part or within any particular time if performance is delayed, hindered or prevented by circumstances related to

obtaining permission from the CAA, local Police, other authorities and relevant landowners as defined in clause 2.12.

- 11.4 DTA shall not be liable for any failure to perform the Services either at all or in part or within any particular time if performance is delayed, hindered or prevented by any circumstances beyond DTA's control. After a period of 6 weeks from the start of such circumstances either party shall, without limiting its other rights or remedies, have the right to give notice terminate this Agreement immediately. The Client shall pay DTA for the Services undertaken together with such additional costs to which DTA has been committed or might reasonably have incurred.
- 11.5 DTA shall not be liable for any third-party software supplied by DTA as part of the Services, whether it is cloud-based Software-as-a-service or software installed on a Client or DTA computer system. Third-party software is supplied solely under the terms and conditions of the third-party licensor of the software.
- 11.6 DTA shall not be liable for any inaccuracy of the Deliverables that results from inaccuracy or bugs in or changes to the operation of software that is used to create the Deliverables.
- 11.7 DTA shall not be liable for any changes over time in the reporting of the Deliverables that results from changes in the software that is used to create the Deliverables.
- 11.8 Nothing in this Agreement shall limit or exclude DTA liability for:
- A. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; and
 - B. fraud or fraudulent misrepresentation.
- 11.9 Subject to clauses 11.1, 11.2, 11.3, 11.4, 11.5, 11.6 and 11.7:
- A. DTA shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and
 - B. DTA shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any damage resulting from the use of DTA Services; and
 - C. DTA's total liability to the Client in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees paid by the Client to DTA under this Agreement;
 - D. This clause 11 shall survive termination of the Agreement.

12 Weather and Sunlight Conditions

- 12.1 The Client acknowledges that DTA may be unable to provide the Services and operate its aerial equipment in certain weather or sunlight conditions.
- 12.2 DTA is not responsible for delay or failure to provide the Services due to the prevailing weather or sunlight conditions and DTA shall not be held liable where this results in loss or damage to the Client.
- 12.3 DTA will be unable to provide the Services on the agreed Date(s) if:
- A. A DTA Pilot deems that it is unsafe to fly due to forecast or actual prevailing weather conditions; or

- B. A DTA Pilot deems that sunlight conditions are unsuitable to obtaining images of satisfactory quality; or
 - B. the Client or its representatives directs DTA that the weather or sunlight conditions are not suitable for the capture of the Deliverables.
- 12.4 Where DTA is not able to provide the Services on the agreed Date(s) due to weather or sunlight conditions:
- A. Where the Client has restricted DTA to flying only at particular times of day when the sunlight conditions are typically poor such as early morning or evening then DTA shall have the right to invoice the Client for the costs that DTA has reasonably incurred.
 - B. DTA will endeavour to reschedule to provide the Services as soon as is reasonably possible after the agreed Date(s) for Services where possible.
 - C. After a period of 6 weeks from the start of such circumstances if further circumstances beyond DTA's control continue to preclude DTA's ability to execute the Services then either party shall, without limiting its other rights or remedies, have the right to give notice to terminate this Agreement immediately.

13 Terminations and Cancellation

- 13.1 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- A. the other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
 - B. the other party has a receiver or administrative receiver appointed over it or over any part of its business or assets or pass a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or becomes subject to an administration order or enter into any voluntary arrangement with its creditors, or it ceases or threatens to cease to carry on business; or
 - C. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2 If the Agreement is terminated for reason of breach on the part of DTA the Client may decide to only use part of the Deliverables upon payment to DTA of such fees as they shall agree.
- 13.3 On termination of the Agreement for any other reason:
- A The Client may cancel the Agreement or a corresponding Purchase Order with no fees being charged provided at least one week notice of cancellation for each two (2) day period that the DTA services team is booked is delivered to DTA in email form that is confirmed as being received successfully by DTA via a telephone call. For example for a project where a team is allocated for a 5-day period then two and one half (2.5) weeks notice period is required and where a team is allocated for just one (1) day then two and one half (2.5) days notice is required.
 - B When a cancellation notice is delivered within a period less than the minimum notice period defined in the previous clause or following commencement of work on the Services the Client shall

immediately pay to DTA all of DTA's outstanding unpaid invoices and interest and, in respect of Services supplied and associated works completed but for which no invoice has yet been submitted, DTA shall submit an invoice including a charge of 20 per cent of the remaining total fees defined in the Service Quotation or a sum of £150.00 whichever is the greater, which shall be payable by the Client immediately on receipt;

14 Workplace health and safety

- 14.1 The Client will provide and maintain, so far as is practicable, an environment for DTA, its employees and members of the public that is safe and without risks to health.
- 14.2 The Client must itself, and must ensure that any of its contractors, at all times identify and take all necessary precautions for the health and safety of all persons, including DTA employees and contractors.
- 14.3 The Client must comply with any Acts, regulations, by-laws, codes of practice and British Standards which are in any way applicable to workplace health and safety and the provision of any services in relation to the Services.

15 General

- 15.1 Force Majeure Event:
 - a. DTA shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
 - b. If the Force Majeure Event prevents DTA from providing the Services for more than 6 weeks, DTA shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Client. The Client shall pay DTA for the Services undertaken together with such additional costs to which DTA has been committed or might reasonably have incurred.
- 15.2 Assignment and subcontracting:
 - a. DTA may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.
 - b. The Client shall not, without the prior written consent of DTA, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 15.3 Notices:
 - a. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
 - b. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission. This clause 16.3 shall not apply to the service of any proceedings

or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

- 15.4 **Waiver and cumulative remedies:** A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and to not exclude rights provided by law.
- 15.5 **Severance:** If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.6 **No partnership:** Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.7 **Third parties:** A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 15.8 **Variation:** Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by DTA.
- 15.9 **Governing law and jurisdiction:** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.