

SERVICES AGREEMENT

Agreed Terms

1. Definitions

1.1 In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"Access Policy"	means Trunk's access policy from time to time;
"Additional Services"	means the services to be provided by Trunk as set out in clause 2 of Schedule 2
"Agreement"	means this agreement including the Schedules and Appendices;
"Business Day"	means a day (other than a Saturday or Sunday) on which the clearing banks are open for business in the City of London;
"Change"	means a change to the Services, the Charges or any obligations of the Parties under this Agreement;
"Charges"	means the charges for the Services as set out in the relevant Appendix;
"Content"	means any graphics, data, text, sounds, video, images, software and other material transmitted by the Customer or a User or any other person under the Customer's authority via the Services or stored on Trunk equipment or any Customer equipment;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Customer Personnel"	means the Customer's agents, contractors, representatives, the Users and its or their directors, officers and employees that the Customer may, from time to time, request (in writing) access to the Premises or the Space and " Customer Person " shall be construed accordingly;
"Customer Responsibilities"	means the responsibilities of the Customer as set out in this Agreement and in particular within the Appendices;
"Data Controller"	means the definition given to that term in the Data Protection Legislation
"Data Processor"	means the definition given to that term in the Data Protection Legislation
"Data Protection Legislation"	means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

"DisputeResolution Procedure"	means the procedure set out in Clause 7;
"Effective Date"	means the date of this Agreement;
"Event of Force Majeure"	means an event which falls within one or more of the following categories: (a) riot; civil unrest; military action or terrorism; (b) damage to or destruction of premises or equipment; (c) earthquake, storm, flood or other natural disaster; (d) deliberate sabotage of, or malicious damage to equipment or data (not attributable to Trunk or any of its employees); (e) industrial action, strikes or lock-outs; (f) inability to obtain supplies of power, fuel, or transport; or (g) exercise of emergency powers by any United Kingdom governmental authority whether national, regional or local or any other event beyond the reasonable control of a Party;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in 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 existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Normal Business Hours"	means between the hours of 08:30 to 17:30 on a Business Day;
"Party"	means either Trunk or the Customer individually and "Parties" refers to Trunk and the Customer collectively
"Personal Data"	means any and all personal data that is Processed in accordance with the provision of Services where "personal data" has the meaning ascribed to it in the Data Protection Legislation;
"Processing"	has the meaning ascribed to it in the Data Protection Legislation and "Process" shall be construed accordingly;
"Quarter"	means any 3 consecutive calendar month period;
"Service Commencement Date"	shall be agreed between the parties and set out in the relevant Appendix;
"Service Credits"	means the sums payable in respect of the failure by the Trunk to meet the Service Levels as set out in the relevant Appendix ;
"Service Levels"	means the service levels to which the Services will be provided, as set out in the relevant Appendix ;
"Services"	means the services to be provided by Trunk as set out in the Appendices to Error! Reference source not found. ;
"Support"	means assistance provided by the Trunk Support Desk

"Term"	shall be agreed between the parties and set out in the relevant Appendix;
"Trunk Support Desk"	means the support desk provided by Trunk;
"User"	means a third party to whom the Customer provides or allows access to the Services;
"User Contract"	means the written agreement governing the Customer's provision of services to the User;
"Year"	means the 365 day period following the Effective Date and each subsequent, consecutive 365 day period (or 366 day period if such period incorporates 29 February).

1.2 Interpretation

- 1.2.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction or interpretation.
- 1.2.2 Any reference to "including" shall mean "including without prejudice to the generality of the foregoing phrase or term" and references to "written", "in writing", "agreed in writing" or any similar expression shall include all data in written form whether represented in hand-writing, facsimile, printed, electronic or other format.
- 1.2.3 Words importing the singular include the plural and vice versa and words importing a gender shall include all genders.
- 1.2.4 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it or them as from time to time amended, consolidated or re-enacted.
- 1.2.5 Any undertaking by a Party not to do any act or thing shall be deemed to include an undertaking not to permit, cause or suffer the doing of that act or thing.
- 1.2.6 Clause and Schedule headings are for information only and shall not affect the construction of this Agreement. Unless the contrary is stated references to: Schedules shall mean Schedules to this Agreement; Clauses shall mean Clauses to this Agreement and Appendices shall mean Appendices to the Agreement.
- 1.2.7 Data subject, personal data and processing shall bear the meanings given to those terms respectively in the GDPR .
- 1.2.8 "**month**" means a calendar month.

In the case of conflict or ambiguity the order of precedence for this Agreement and the documents attached to or referred to in this Agreement will be as follows (subject to Clause 2): (i) the body of this Agreement then (ii) the Schedules and Appendices to this Agreement.

2. TERM

In consideration of the payment of the Charges, Trunk shall provide the Services for the relevant Term for such Services. Thereafter the Services shall continue for further periods of 12 months (or such other period as set out in the relevant Service Appendix, such Service Appendix period taking precedence over the provisions of this Clause 2) unless and until terminated by either Party in accordance with this Agreement or on not less than 3 months' notice such notice to take effect at the end of the initial Term or on an anniversary thereof.

3. SERVICES

3.1 Trunk shall provide the:

- 3.1.1 Services from the relevant Service Commencement Date; and
 - 3.1.2 any Additional Services on a date(s) to be agreed between the Parties,
- in accordance with the terms and conditions of this Agreement.

3.2 The Customer agrees that it will use the Services only for lawful purposes and in accordance with this Agreement.

- 3.3 The Customer acknowledges that Trunk exercises no control whatsoever over the Content and that it is the sole responsibility of the Customer to ensure that the information it and its Users transmit and receive complies with all applicable laws and regulations.
- 3.4 If the Customer fails to co-operate with any investigation by governmental or regulatory authorities or fails immediately to cease what Trunk considers to be (when acting reasonably) any immoral, indecent or illegal use upon Trunk's request, Trunk may, without prejudice to its other rights and remedies, immediately suspend the provision of the Services until the Customer provides such co-operation or ceases such immoral, indecent or illegal use of the Services without liability to the Customer and without prejudice to the Customer's obligation to continue to pay the Charges during such suspension.
- 3.5 Upon notice to the Customer Trunk may modify, update, replace or suspend the provision of the Services as necessary or to comply with any law, regulation or directive as reasonably determined by Trunk without prejudice to the Customer's obligation to continue to pay the Charges during the period of such suspension.

4. CHARGES

- 4.1 The Customer shall pay the Charges to Trunk in accordance with this Clause 4 and the relevant Service Appendix.
- 4.2 All Charges shall be paid in full by the Customer within 30 days of the date of the invoice and the Customer shall not make or assert any deduction, withholding, credit, counterclaim or set-off on any account whatsoever from or against the Charges or any other sums payable by the Customer to Trunk.
- 4.3 Trunk reserves the right to increase the Charges on each anniversary of the Effective Date. In addition, the Customer acknowledges that wholesale costs may increase during the Term and such increases shall be passed onto the Customer from time to time during the Term.
- 4.4 If any sum due under this Agreement is not paid in full by the due date for payment Trunk may without limiting its other rights or remedies:
- 4.4.1 upon 10 days' written notice to the Customer suspend the provision of the Services (or any part of them) without liability until payment in full is received; and/or
 - 4.4.2 require an advance payment from the Customer in respect of future Services; and/or
 - 4.4.3 charge interest at the rate of 5% above the base rate (from time to time) of HSBC plc (or any other bank nominated by Trunk). Interest will be charged on a daily basis from the day that any amount becomes due until it represents cleared funds in Trunk's bank account (whether before or after judgment).
- 4.5 Trunk shall invoice the Customer in pounds sterling unless otherwise agreed and set out in the relevant Service Appendix.

5. CUSTOMER RESPONSIBILITIES AND WARRANTIES

- 5.1 The Customer shall not use the Services nor allow use of the Services for any immoral, indecent or illegal purpose, nor for the production or publication of any immoral, indecent or illegal material.
- 5.2 The Customer warrants that it shall (where applicable for the Services or required by Trunk):

- 5.2.1 ensure that any Content shall not contain any defamatory or otherwise actionable material, shall not be obscene or likely to incite hatred, shall not infringe any intellectual property rights of any third party and shall not contravene any law or regulation; and
 - 5.2.2 monitor any virus protection software installed by Trunk and accept any updates and implement Trunk's reasonable requirements;
 - 5.2.3 save all data, documents and other information on the Customer's server or as directed by Trunk and not on individual desktop PCs;
 - 5.2.4 establish and implement policies and procedures for compliance with IT security and safety, cybercrime prevention, virus protection and the protection of passwords, making those policies and procedures available for inspection by Trunk;
 - 5.2.5 keep all software licences up to date and ensure that all software is obtained from a recognisable and valid source;
 - 5.2.6 provide Trunk with all necessary cooperation in relation to this Agreement and all necessary access to such information as may be reasonably required by Trunk in order to provide the Services; and
 - 5.2.7 comply with all other Customer Responsibilities..
- 5.3 The Customer shall fully indemnify Trunk against any loss, claim, liability, damage, cost or expense (including legal costs), which Trunk incurs, suffers or becomes liable for as a result of any breach by the Customer of Clauses 5.1 and 5.2.
- 5.4 If, in providing the Services to the Customer, Trunk is 'caching' or 'hosting' as described in the Electronic Commerce (EC Directive) Regulations 2002 and if, in order for Trunk to mitigate its liability for any damages or any other pecuniary remedy or criminal sanction referred to in Regulations 18 and 19 thereof, Trunk needs to act expeditiously to remove or disable access to the relevant Content, Trunk shall be entitled in its sole discretion to do so, without prejudice to any other rights or remedies it may have and without liability for so doing.
- 5.5 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

6. **CHANGE CONTROL**

- 6.1 Where a Party wishes to request a Change, such Party may at any time recommend such Change only in accordance with the Change Control Procedure. Until such time as a Change is made in accordance with the Change Control Procedure Trunk shall, unless otherwise agreed in writing, continue to provide the Services as if the request or recommendation had not been made.

7. **DISPUTE RESOLUTION**

- 7.1 In the event of a dispute arising between the Parties under or in connection with this Agreement, the dispute may be escalated by the Parties in accordance with this Clause 7. The dispute shall first be escalated to the Level I Representatives and if they cannot resolve it within 30 days, to the Level II Representatives. If the Level II Representatives cannot resolve the dispute within 30 days of it being referred to them, either Party shall be entitled to have recourse to the courts.
- 7.2 For the purpose of this clause the Representatives are:

Level I Representative

Trunk	Customer
Support Desk support@trunknetworks.com +44 33 33 44 33 22	

Level II Representative	
Trunk	Customer
Customer Services Director Lion House Bell Lane Uckfield East Sussex TN22 1QL +44 33 33 44 33 22	

8. CONFIDENTIAL INFORMATION

8.1 Each Party recognises that under this Agreement it may receive or become apprised of information belonging or relating to the other, including but not limited to information concerning business and marketing plans, end users, customers, services, intellectual property (owned or licenced), financial results, contractual arrangements or other dealings, transactions and affairs, reports and recommendations. Subject to the exclusions detailed in Clause 8.4, all such information which is designated as confidential or from the circumstances of disclosure can reasonably be considered confidential in nature (whether or not it is marked as such) constitutes "**Confidential Information**" for the purposes of this Agreement.

8.2 Each Party agrees:-

8.2.1 not to divulge Confidential Information belonging to the other to any third party; and

8.2.2 not to divulge Confidential Information belonging to the other to any of its employees who do not need to know it,

without, in either case, the prior written consent of the other.

8.3 Each Party also agrees to take the same measures as it would apply to its own Confidential Information to require that its employees and sub-contractors keep secret and treat as confidential all Confidential Information disclosed by the other.

8.4 The following shall not be 'Confidential Information' for the purposes of this Clause 8:

8.4.1 any information in the public domain otherwise than by a breach of this Agreement;

8.4.2 information obtained from a third party without an obligation (express or implied) to keep that information confidential;

8.4.3 information lawfully in the possession of the receiving Party thereof before use or divulgence as aforesaid; and

8.4.4 is identified in writing by the disclosing Party as no longer being Confidential Information,

and neither Party shall be in breach of Clause 8.2 by reason only of disclosing Confidential Information which is required to be disclosed by any applicable law or to a court, arbitration or administrative tribunal in the course of proceedings before it or to any regulatory body (including any investment exchange) acting in the course of its duties or to any professional adviser of such Party who also has an obligation to keep any such Confidential Information confidential.

8.5 In the circumstances where either Party is required to disclose Confirmation Information of the other pursuant to Clause 8.4 the disclosing Party shall provide such prior written notice as is reasonable in the circumstances.

8.6 The obligation in the preceding provisions of this Clause 8 will survive the termination of this Agreement for a period of 5 years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain other than through the default of either Party or any of its employees.

9. TERMINATION

9.1 This Agreement may be terminated by Trunk in the event that any payment due under this Agreement is not paid by the Customer on the due date for payment and remains in default not less than 14 days after being notified to make such payment.

9.2 This Agreement may be terminated immediately by notice in writing served on the other Party:

(a) by either Party with immediate effect (from service of such notice) if the other Party ('**Defaulting Party**') is in material breach of any of its obligations under this Agreement and (a) the breach is incapable of remedy, or (b) the Defaulting Party has failed to remedy the breach within 30 days after receipt of written notice from the other Party (identifying the breach and requiring its remedy);

(b) by either Party if any of the following events (or any event analogous to any of the following occurs in a jurisdiction other than England and Wales) occurs in respect of the other Party:

(i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

(ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

(iii) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to s.98 of the Insolvency Act 1986;

(iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

(v) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

(vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

- (vii) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (viii) it ceases or threatens to cease trading.

9.3 This Agreement may be terminated by Trunk in the event that:

- 9.3.1 the Customer undergoes a change of Control provided that notice is given to the Customer within 3 months of the date on which Trunk is notified by the Customer of such change of Control. The Customer shall promptly notify Trunk in writing within one month in the event of any change of Control to which this Clause applies immediately following its being able to do so without being in breach of any law;
- 9.3.2 the Customer is in breach of the User Contract and Trunk, when acting reasonably, believes that such breach is having or is likely to have an impact on the provision of the Services or any other services provided by Trunk to its other clients; or
- 9.3.3 any third party who is providing a service to Trunk terminates its contract with Trunk and Trunk, when acting reasonably, believes that such termination is having or is likely to have an impact on the provision of the Services or any other services provided by Trunk to its other clients.

10. CONSEQUENCES OF TERMINATION

10.1 Termination of this Agreement howsoever caused will be without prejudice to the rights and obligations of the Parties accrued prior to such termination.

10.2 Upon termination of this Agreement the provision of the Services shall immediately cease and:

10.2.1 the Customer shall:

- (a) immediately pay all outstanding Charges due under the Agreement; and
- (b) return to Trunk (or, at Trunk's option, permanently delete or destroy) any materials and Confidential Information (including copies of any Confidential Information) belonging to Trunk.

10.2.2 Trunk shall return to the Customer (or, at the Customer's option, permanently delete or destroy) any materials and Confidential Information (including copies of any Confidential Information) belonging to the Customer; and

10.2.3 any licences granted by either Party to the other pursuant to this Agreement shall terminate.

10.3 Termination of this Agreement shall not affect the continuation in force of any provisions of this Agreement which expressly or by implication are intended to come into effect or continue in force on or after such termination, including but not limited to Clause 8 and Clause 11.

11. LIABILITY AND INDEMNITY

11.1 Nothing in this Agreement shall be construed or interpreted as limiting or excluding either Party's liability:

11.1.1 for death or personal injury resulting from any act, omission or negligence of that Party or its officers, agents, employees or subcontractors;

11.1.2 for fraud or fraudulent representation; or

11.1.3 in respect of the indemnities contained at Clauses 5.3, 11.6 and any relevant Service Appendix.

11.2 Subject to the provisions of Clause 11.1 neither Party will have any liability to the other Party for any claim to the extent that the same is or can be characterised as a claim for (or arising from):

- (a) loss of revenue or profits;
- (b) loss of anticipated savings;
- (c) loss of goodwill or injury to reputation;
- (d) loss of business opportunity;
- (e) punitive damages;
- (f) loss, damage or corruption to data or software programs;
- (g) losses suffered by third parties; or
- (h) any indirect, consequential or special loss or damage,

regardless of the form of action, whether under or in connection with this Agreement, in contract, strict liability or tort (including negligence), misrepresentation (whether innocent or negligent) and regardless of whether the other Party knew or had reason to know of the possibility of the loss, injury, or damage in question. This exclusion shall not apply in relation to any loss of revenues (including profit) due to Trunk under this Agreement.

11.3 Subject to the provisions of Clauses 11.1 and 11.2, Trunk's total liability in a Year (whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement shall not exceed 100% of the Charges (excluding any VAT, duty, sales or similar taxes) paid by the Customer to Trunk in the Year in which the claim arose.

11.4 Trunk shall have no liability whatsoever for the failure or delay of its provision of the Services to the extent that such failure or delay is due to the Customer failing to discharge the Customer Responsibilities.

11.5 The Customer acknowledges and agrees that the allocation of risk in this Clause 11 is fair and reasonable having regard to the level of Charges payable by the Customer under this Agreement and recognises the fact that it is the responsibility of the Customer to properly assess the risk of incurring losses for which Trunk will not be liable pursuant to this Agreement and to obtain and maintain adequate insurance in relation to such losses if it deems appropriate. The Parties also agree that if the exclusions and limitations set out in this Clause 11 were not to apply then Trunk would not be able to provide the Services for the Charges.

11.6 The Customer shall indemnify Trunk against:

- (a) any personal injury or damage to or loss of property suffered by any employee of the Customer, or any of the Customer's other servants or agents arising out of such individual's activities relating to the Services or their use of the Space, unless such injury or damage to property is caused solely by the negligence of Trunk;

- (b) all claims, demands, damages, costs and expenses awarded as part of any settlement or judgment against Trunk in favour of third parties in respect of any matter for which the Customer would be liable pursuant to Clause 11.6(a);
- (c) any loss, damage, liability, claim, proceedings and expenses arising out of or in connection with any User claim; and
- (d) use of the Services for any unlawful purposes or contrary to the terms of this Agreement including use, or allowing the use, of the Services for any immoral, indecent or illegal purpose, or for the production or publication of any immoral, indecent or illegal material.

12. **DATA PROTECTION**

12.1 Notwithstanding the remaining provisions hereof, each Party hereby warrants and represents to the other that in the event that they process any Personal Data they shall comply with all Data Protection Legislation (to the extent directly applicable to the party in question) and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the relevant Data Protection Legislation

12.2 The parties acknowledge that if Trunk processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the Data Controller and Trunk is the Data Processor for the purposes of the Data Protection Legislation.

12.3 It is also agreed that personal data may be transferred or stored outside the EEA or the country where the Customer is located in order to carry out the Services and the Trunk's other obligations under this Agreement.

12.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Trunk for the duration and purposes of this Agreement so that Trunk may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf.

12.5 The Customer shall fully indemnify Trunk against any loss, claim, liability, damage, cost or expense (including legal costs), which Trunk incurs, suffers or becomes liable for as a result of any breach by the Customer of this clause 12.

13. **INSURANCE**

13.1 As set out in the relevant Services Appendix.

14. **INTELLECTUAL PROPERTY RIGHTS**

14.1 The Customer acknowledges and agrees that, as between the parties, Trunk and/or its licensors own all Intellectual Property Rights in all software, design, materials and other content connected with the Services and/or developed or produced in connection with this Agreement by Trunk, its officers, employees, sub-contractors or agents. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to such Intellectual Property Rights

15. **FORCE MAJEURE**

15.1 Trunk will be released from its obligations to the extent that performance thereof is delayed, hindered or prevented by an Event of Force Majeure.

15.2 In the event that Trunk invokes the provisions of Clause 15.1 it will:

15.2.1 provide the Customer with details of the Event of Force Majeure, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay will continue; and

15.2.2 take all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Event of Force Majeure.

15.3 If Trunk is prevented from or delayed in performing its obligations under this Agreement by an Event of Force Majeure which continues for a continuous period of more than 65 Business Days then either Party will be entitled to terminate this Agreement without liability to the other Party (other than to pay any amounts due and payable) forthwith on giving written notice of termination to the other Party.

16. SEVERABILITY OF OBLIGATIONS

Each of the obligations and rights under this Agreement are to be regarded as distinct and severable obligations and/or rights and this Agreement shall have, or as the case may be remain in, full force and effect as amended if any such provision or any relevant right or obligation contained therein is severed from this Agreement.

17. NOTICES

17.1 Notices shall be in writing and shall be sent to the other Party marked for the attention of the person at the address set out at Clause 17.2 below. Notices may be sent by first-class mail, email or facsimile transmission provided that facsimile transmissions are confirmed within 24 hours by first-class mail confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting, correctly directed facsimile transmissions shall be deemed to have been delivered on the next Business Day after transmission provided that they are confirmed as set out as above and email transmissions shall be deemed to have been delivered immediately unless some form of non delivery notification is received.

17.2 Each Party's address for the service of notices or other communications referred to at Clause 17.1 is as follows:-

17.2.1 for Trunk:-

Lion House, Bell Lane, Uckfield East Sussex TN22 1NY UK

17.2.2 for the Customer:-

[]

Any Party may (by notice) notify the other of any change to its address for service.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 This Agreement and the rights granted by it are personal to the Customer and may not be assigned, delegated, transferred, novated or sub-contracted (in whole or in part) without the prior written consent of Trunk.

18.2 Trunk may assign, transfer, or sub-contract the supply of all or part of the Services or with all or any of its rights and obligations under this Agreement without the consent of the Customer.

19. WAIVER

Failure by either Party to exercise or enforce any rights available to that Party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of that Party's rights under this Agreement or as creating an estoppel in connection with this

Agreement and shall not affect the validity of this Agreement or any part of it or the right of that Party to enforce any provision of this Agreement.

20. **RELATIONSHIP OF PARTIES**

Trunk and the Customer are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment, franchise or agency between Trunk and the Customer. Neither Trunk nor the Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

21. **VARIATIONS**

Save where expressly stated otherwise in this Agreement, any variation of the terms and conditions herein shall be in writing and signed by or on behalf of the Parties.

22. **ENTIRE AGREEMENT**

22.1 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to the Agreement or not) relating to the subject matter of the Agreement other than as expressly set out in the Agreement.

22.2 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter hereof.

23. **THIRD PARTIES**

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. **GOVERNING LAW**

24.1 This Agreement shall be governed by and construed in accordance with the laws of England.

24.2 Subject to Clause 7, the Parties submit to the exclusive jurisdiction of the courts of England as regards any claim, dispute or matter arising out of or in relation to this Agreement or its subject matter.

THE SERVICES

1. The Services are set out in the Appendices to this Schedule 1