

My Build Estimate Ltd – Terms and Conditions

These Terms and Conditions are the standard terms which apply to the provision of all services to business Clients by us, My Build Estimate Ltd, a company registered in England under number 08964862, whose office is at 3 Grange Park Court, Roman Way, Northampton, NN4 5EA and whose registered office is at Bridge House, 9-13 Holbrook Lane, Coventry, CV6 4AD (“the Company”).

These Terms and Conditions apply to business Clients only – if you are a consumer (as defined in the Consumer Rights Act 2015), please refer to our alternative terms and conditions, additional copies of which are available on request.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
“**Agreement**” means the contract into which you and we will enter if you accept our Proposal. The Agreement will incorporate, and be subject to, these Terms and Conditions;
“**Client**” means you, the architect, property developer, property investor, sub-contractor, builder, or other business accepting our estimate or Proposal or placing an order with us. Where an individual is entering into the Agreement on behalf of a business, the individual confirms they have the authority to enter into the Agreement on behalf of that business and the business will be the Client in the context of the Agreement;
“**Project**” means the development project as detailed in our Proposal, in relation to which we are to render our Services;
“**Proposal**” means the proposal we give to you in accordance with clause 2 detailing the Services we will provide to you and the fees we will charge;
“**Services**” means the Services we will provide as specified in the Agreement or otherwise agreed between the Parties; and
“**Site**” means the site at which construction is to take place for the Project.
- 1.2 Each reference in these Terms and Conditions to:
- 1.2.1 “we”, “us” and “our” means the Company and includes all employees, agents and sub-contractors of ours;
- 1.2.2 “you” and “your” means the Client and includes all employees, agents and sub-contractors of yours;
- 1.2.3 “writing” and “written” includes emails;
- 1.2.4 a statute or provision of a statute refers to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions;
- 1.2.6 “these Terms and Conditions” is a reference to these Terms and Conditions; and
- 1.2.7 a clause refers to a clause of these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation. Words signifying the singular number will include the plural and vice versa. References to persons will include corporations.

2. Proposal

- 2.1 We will prepare and submit a Proposal to you which will set out the Services to be carried out and our fee for doing so. Any price we provide will be valid for 30 days unless otherwise stated, and our Proposal will constitute our entire scope of works. You may make changes to the Proposal before accepting it. You may accept the Proposal verbally or in writing.
- 2.2 By accepting our Proposal (whether verbally or in writing), or placing an order with us, you are accepting these Terms and Conditions and a legally binding Agreement incorporating these Terms and Conditions will be formed between you and us.
- 2.3 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.4 Our Proposal is based on the information you provide to us at the time we prepare it. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it.
- 2.5 Our Proposal is based on our Services being carried out during normal working hours (Monday to Friday, 9am – 5pm excluding bank holidays). Works required outside of these hours will incur additional costs.

3. Cost Planning, Tendering, Estimating, and preparation of Schedules of Work, Bills of Quantities and any other documentation preparation Services

- 3.1 Our payment terms are we require full payment to confirm your order, we will not begin any works until we receive full payment. Any orders cancelled after the payment has been paid will incur an administration fee plus a fee for any other time spent on the project.
- 3.2 We will provide you with an estimated turnaround when we provide our Proposal, however any turnaround time may be subject to change. Time will not be of the essence for the performance of our

Services. If there is a delay with your project, we will notify you as soon as we are aware of any such delay. If you have not received your documents on the date we have stated it is your responsibility to contact us to discuss such.

- 3.3 We cannot guarantee that third party suppliers or sub-contractors will provide us with quotes/estimates within the timescale that have agreed. We will send out enquiries to all third parties however if they do not come back to us then we will either allow a PC/Provisional Sum for the item or we will show an exclusion.
- 3.4 Any estimate we provide will be based on information provided by you in the “Client Profile Form” or in information and drawings you provide. If you do not provide us with any information, we will take average market rates and it is your responsibility to check that these rates are within your requirements. Any drawings or plans posted to us should be full-sized copies of the originals, we accept no liability for any item lost in the post.
- 3.5 It is your responsibility to check that you have provided us with all the correct information and drawings; we will not accept any liability for information that is missing or incorrect. Any further documents or information sent to us after the initial documents provided to us may be subject to further fees. You will find the documents used listed on the qualifications, assumptions and exclusions page under the heading “information used”, if we have not used the document then it shall be assumed to be excluded.
- 3.6 We will not verify whether or not information provided by you or third parties on your behalf is correct. We may provide professional advice and recommendations in relation to the Services, such as estimates of quantities needed and the suitability of materials, however this is for guidance and we cannot accept responsibility for any actions taken as a result of such advice or recommendations. Further, we shall not be liable for any consequences should any professional advice not be taken.
- 3.7 If you are a returning Client, we will use information supplied to us previously, unless you expressly request otherwise. We will not check the information against site requirements, local conditions, building regulations or third-party information. It is assumed for the purposes of estimating that plans supplied are accurate and approved by planning and building regulations and any/all statutory undertakings where relevant.
- 3.8 Where we are provided with a schedule of works or bill of quantities to price, whether by you or a third party, we will not check the quantities (unless expressly requested and charged for). If we are not provided with an editable version of the schedule of works or bill of quantities we reserve the right to charge additionally to convert this document into an excel format for pricing. We will not be responsible for formatting the documents correctly if there are hidden sections or columns within the document.
- 3.9 If we are provided with quantities by third parties within the documents, we will not check these quantities unless we have expressly stated that we have checked them. We deem these quantities to be subject to re-measure/re-cost and we will not accept any responsibility for any losses due to errors or omissions provided by others.
- 3.10 We will use your company logo and information on all documentation that is created for you, including but not limited to budget estimates, budget cost plans, full estimates, full cost plans, schedules of works and bills of quantities. If we have not been provided with your company logo, we will use our best endeavours to source your company logo from your signature or website. If this is not possible, we will use your company name.
- 3.11 Subject to clause 14, we accept no liability for any loss or damage you may incur as a result of any inaccuracy, mis-description or any other error in the information supplied by you. We assume no liability for any changes as a result of Site conditions, whether specified at the time of order or otherwise, nor for any matters beyond our control in relation to the Project.
- 3.12 If we are provided with a schedule of works, specification, or scope of works and there are works missing from these, then we will not be responsible for any loss incurred. When these documents are provided, we assume that these works are based on these documents and not necessarily the drawings, as we have assumed any missing items will be done by a third party because it is not shown as works required to be done.
- 3.13 If there are sub-contractor or supplier quotations provided within the tender package, we will not verify these quotes. We will simply input these sums as received by us and accept no responsibilities for any errors or omissions.
- 3.14 Our Services are to provide cost plans, tenders, bills of quantities, schedules of works and estimates only and we cannot guarantee or accept responsibility for any variations in the actual build cost. All our estimates are based on rates provided to us by you and/or, where applicable, are based on the works being managed in accordance with best practice at the best negotiable rates. Any cost plan prices are based on build cost information resources.
- 3.15 When we provide an estimate, tender or cost plan these will only be

- valid for 8 weeks from the date the document has been dated. Any projects going live after this 8-week period will need to be repriced to ensure it is accurate. Material prices are based on live rates within the market and these are constantly changing and therefore we cannot be responsible for any losses due to material price rises.
- 3.16 Our estimates and tenders are intended to be profitable overall. There may be individual items which make a loss, though we use all reasonable endeavours to avoid this.
- 3.17 If you are providing the tender/estimate to your client for the purposes of doing the construction work, you need to ensure you have carefully reviewed the documents prior to submission to your client. We provide budget costs for mechanical and electrical work, which should be checked by you and your specialist contractors. We will state any relevant assumptions and exclusions on documents we provide to you.
- 3.18 We will provide a first draft of your document and will require your feedback and report on any issues in relation to quantities, rates, totals or otherwise within 7 working days. It is your responsibility to check the document at every stage for any changes you may require, together with any errors or omissions. Subject to availability, we will endeavour to make any changes to the document within 2 working days of receiving your comments. If we discover the issues in question are based on new information or requirements, then we reserve the right to charge for our time to investigate and amend.
- 3.19 Any amendments we make to the documents at your request including but not limited to changes in pricing, you are responsible for these amendments/revisions. We accept no liability for any loss based on the amendments or revisions.
- 3.20 We offer a free thirty-minute telephone consultation to discuss the estimate provided. Any advice required beyond this will be chargeable.
- 3.21 Once the final draft has been provided, any further amendments required, such as additional documents or design changes will be subject to additional fees, chargeable at our current hourly rate in effect at the time.
- 3.22 Any documentation shall be provided in our standard format only. Should you require any additional copies or formats we reserve the right to charge for such.
- 3.23 Any documentation provided to you should only be used for its intended purpose,
- 3.24 If you are in dispute with a person or organisation we would need to be specifically notified of this before we provide any documentation to you.
- 3.25
- 4. Quantity Surveying and Project Management Services**
- 4.1 We will provide the Services as specified in our accepted Proposal with reasonable skill and care, in accordance with current professional standards.
- 4.2 Payment will be due for all quantity surveying and project management Services in accordance with clause 9 below.
- 4.3 The Construction (Design and Management) Regulations 2015 ("CDM") may apply to the works and you must be aware that you have responsibility under these regulations for the appointment of Designers, the CDM Coordinator and the Principal Contractor. The CDM Coordinator is responsible for the preparation and maintenance of the Pre-Construction Health and Safety Plan. Unless otherwise agreed, we do not act as Principal Contractor in the full sense of CDM requirements.
- 4.4 We can place orders with third party consultants and contractors, for and on your behalf, if you require us to do so. We may recommend preferred contractors, however no such recommendations will be binding on you. A separate contractual relationship will be formed between you and the third-party consultants and contractors and under no circumstances will we be liable for the actions or lack of actions of said other third parties.
- 4.5 You will be required to hold all third parties responsible for the competence and delivery of their own relevant work or services. Any and all third party consultants and contractors appointed to the Project shall be required to cooperate fully with us and to promptly provide any and all such information reasonably required by us to enable us to provide the Services.
- 4.6 You must in all circumstances ensure that any third-party consultants and contractors are responsible for site safety and the proper completion of the relevant works. Under no circumstances are we to bear responsibility for this.
- 4.7 We will act in accordance with all reasonable instructions given to us by you, provided such instructions are compatible with the specification of Services provided in the Agreement. However, time will not be of the essence for performance of our Services.
- 4.8 Upon cancellation of the Agreement in accordance with clause 12 below, or on completion of our Services, provided payment has been made of all fees due in accordance with clause 9, we will return any documents or other property provided by you for our use in connection with the Services.

5. Construction Cost Calculation Services

- 5.1 Any and all construction cost calculations are based on standard available information regarding costs in the market at that time.
- 5.2 Such cost calculations will allow for normal site conditions, and unless otherwise agreed, no allowance will be made for any special site conditions or construction types. Where there are any special conditions, these costs do not apply.
- 5.3 It is your responsibility to ensure you have provided us with all the relevant information, as we will base the costs on normal construction conditions.
- 5.4 You need to ensure you input the correct information.
- 5.5 You need to ensure the data and measurements you input are correct; if you are unsure if they are correct you should contact us.
- 5.6 This is not to be used as a tool for negotiating any deal and all costs should be checked by us.
- 5.7 This information is not to be relied upon for any purposes and if you want an accurate construction cost you are to use our estimating or cost planning Services.
- 5.8 To secure a deal, you must contact us directly to confirm any and all costs.

6. Average Cost Indices and Price per M2/SQFT Services

- 6.1 Any and all average cost prices per m2 or per sq/ft are based on standard average cost information available on the market at that time.
- 6.2 Such cost calculations will allow for normal site conditions, and unless otherwise agreed, no allowance will be made for any special site conditions or construction types. Where there are any special conditions, these costs do not apply.
- 6.3 It is your responsibility to ensure you have provided us with all the relevant information, as we will base the costs on normal construction conditions.
- 6.4 You need to ensure you input the correct information.
- 6.5 You need to ensure the data and measurements you input are correct, if you are unsure if they are correct you should contact us.
- 6.6 This is not to be used as a tool for negotiating any deal and all costs should be checked by us.
- 6.7 This information is not to be relied upon for any purposes and if you want an accurate construction cost you are to use our estimating or cost planning Services.
- 6.8 To secure a deal, you must contact us directly to confirm any and all costs.

7. Document Downloads and our Online Estimating Portal

- 7.1 Certain documentation is available to be downloaded from our website (www.mybuildestimate.co.uk) subject to payment of a fee or for free. These documents are provided as templates and as such, will contain sections which you will need to complete. We are not responsible for any sections completed or deleted by you.
- 7.2 In order to log into our website to download certain documentation or use our online estimating portal, you will need to create an account. Sharing of accounts is not permitted unless we expressly authorise it in writing. You are required to keep your account details confidential and must not reveal your username or password to anyone. You are required to use all reasonable endeavours to prevent any unauthorised access to, or use of, your account and in the event of any such unauthorised access or use, you must promptly notify us in writing.
- 7.3 Use of our online estimating portal is subject to the provisions of clause 3. Once your order has been received, we will check it against your requirements. If we believe additional work will be required, which will affect the price, we will notify you of this before we process your order. If there is a discrepancy, we will contact you before proceeding with your order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to continue with the order at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order until you respond. If we do not receive a response from you within 7 days, we will treat your order as cancelled and will notify you of this in writing.
- 7.4 All payments for orders placed via our website must be made in advance and you will be prompted to pay during the order process. Payments made via the website will go through an online payment gateway provider, such as Worldpay. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to this payment gateway's terms and conditions. A separate contractual relationship is created between you and the payment gateway provider and we cannot be held liable for any errors, actions, omissions, or incorrect charges that may be made by such third party.

8. Client's Obligations

- 8.1 You are responsible for:
- 8.1.1 providing us with all relevant information that is necessary for us to perform our Services. Such information shall include, but not be limited to, full design and third party consultant information, architects documents, the priorities of the Project, the Project timetable, budgets and costing

- information, health and safety information and any information about or affecting the Site or construction work, which we will rely upon in performing our Services;
- 8.1.2 ensuring that any reasonable instructions issued to us are compatible with the specification of the Services provided in our Proposal;
- 8.1.3 providing us with any site-specific information in terms of site constraints, special conditions and other information;
- 8.1.4 ensuring that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services;
- 8.1.5 providing us in a reasonable and timely manner with any decision, approval, consent or any other communication we may require in order to continue with the provision of the Services at any time;
- 8.1.6 ensuring that we can access the Site on the agreed dates and at the agreed times, if necessary, to provide the Services.
- 8.1.7 must provide documents such as schedules of works and bills of quantities in their entirety and without hidden columns or sections
- 8.2 If you fail to comply with any of your responsibilities outlined in clause 8.1 above, we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of materials or non-productive visits to Site.

9. Payment Terms

- 9.1 All documentation preparation Services as detailed in clause 3 require full payment to be paid on the day the invoice is sent to you. In the event that the full payment is not paid at this time any timescales that you have been provided may be delayed. All other invoices are payable unless otherwise agreed in writing, at the agreed milestones as set out in our Proposal or due monthly for the number of hours worked within that month.
- 9.2 Any discounts and other offers we may promote will be valid only for the time period specified in the relevant offer, or for a period of 14 days from the date of the offer where no time period is specified. You cannot use more than one offer at the same time. If we have already provided you with a discount on our price, then a further offer cannot be used.
- 9.3 In addition, we shall charge to the Client our reasonable travelling time and travel expenses where these are not included in the Proposal, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 9.4 You will pay for any additional services provided by us that are not specified in the Agreement. These additional services shall be charged in accordance with our current, applicable rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.
- 9.5 All sums payable by either Party pursuant to the Agreement are exclusive of VAT at the current rate or any other tax (except corporation tax), for which that Party shall be additionally liable. All payments shall be made in pounds sterling without any set-off, withholding or deduction.
- 9.6 No refunds will be offered for any of the Services we provide. For the avoidance of doubt, you will not be entitled to a refund in the event we provide you with documentation but you fail to win a project for any reason.
- 9.7 The time of payment shall be of the essence. If you fail to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend our Services and charge you interest on any overdue sum at a rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.

10. Variations

- 10.1 Any variation must be in writing before we can proceed with the works. Any price variation will become due for payment in accordance with the terms for payment as detailed in clause 9.
- 10.2 If we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

11. Site Visits

- 11.1 Should you wish to cancel an agreed site visit, we require a minimum 2 weeks' notice. We reserve the right to charge a cancellation fee

where such notice is not provided.

- 11.2 If, due to unforeseen circumstances, we have to reschedule or cancel a scheduled site visit, we will contact you as soon as possible to minimise disruption and will book another visit as soon as reasonably possible.

12. Cancellation

- 12.1 If you wish to cancel the Agreement, you will be liable to pay for any work that has been carried out by us and we reserve the right to impose reasonable cancellation charges against you, including administration charges and loss of profit, which will then fall due for payment immediately. Any monies already paid to us will be non-refundable.
- 12.2 We reserve the right to cancel the Agreement if:
- 12.2.1 you fail to make any payment on time as set out in clause 9;
- 12.2.2 you otherwise materially or continually breach the Agreement and fail to remedy the breach within 7 days of the receipt of our written notification of such breach;
- 12.2.3 you make any voluntary arrangement with your creditors, become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- 12.2.4 you cease or threaten to cease to carry on business; or
- 12.2.5 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.
- 12.3 If we cancel the Agreement, we will confirm this in writing. If at the cancellation date we have provided Services that you have not yet paid for, we will invoice you for those sums and you will be required to make payment in accordance with clause 9.
- 12.4 Termination of the Agreement, for any reason, will not affect the rights and liabilities of the parties already accrued at such time or affect the continuance in force of any terms which are expressed as capable of having effect after termination.

13. **Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, pandemic, epidemic, governmental action or any other event beyond the control of the Party in question.

14. General Liability

- 14.1 We do accept liability and will indemnify you against any damage we may cause as a direct result of our negligence resulting in personal injury or death, or for fraud or fraudulent misrepresentation.
- 14.2 Except as provided in clause 14.1, we will not be liable whether by way of indemnity, breach of contract or statutory duty or in tort (including negligence) for any loss of profit, loss of use, loss of contract/contracts, or for any indirect or consequential loss or damage whatsoever.
- 14.3 Except as stated in clause 14.1, in the event of a breach by us of our express obligations under the Agreement, your remedy will be limited to damages, which in any event, shall not exceed the fees paid by you for the Services during the 3 months preceding the date on which the alleged breach arose, or the total sums paid to us under the Agreement, whichever is the lower.
- 14.4 Where we have specifically contracted in writing to deliver or complete our Services within a specified time or by a specified date and we are in delay for reasons other than provided for under these Terms and Conditions, then, to the extent that we are liable to pay damages to you, the payment of damages will be equal to 200% of the price of our Services in full satisfaction of any liability for delay whatsoever.
- 14.5 Where we are working on a client's site, damages pursuant to the above clause 14.4 will only become payable to you when you are liable to pay damages under the contract with your client as a direct result of our delay, and shall be in full satisfaction of any liability for delay whatsoever in the performance of our works.
- 14.6 These Terms and Conditions are exhaustive of the rights, obligations and liabilities of each party, whether such rights, obligations and liabilities arise in respect of or in consequence of a breach of contract or statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law.

15. Literature and Representations

- 15.1 Our marketing literature is presented in good faith as a guide to represent the product offered and does not form a part of our Agreement.
- 15.2 Our employees and agents are not authorised to make any representation concerning the materials and services unless confirmed by us in writing. In entering into the Agreement you acknowledge that you do not rely on and waive any claim for breach of any such representations which are not confirmed.

16. Licence and Copyright

- 16.1 We shall, when requested, provide such necessary documents as we are required to provide under the Agreement. Any such documentation will be submitted in our normal standard format only. If additional copies or contract specific requirements are needed, we reserve the right to apply additional charges.
- 16.2 Copyright in all such documents will remain vested in us, but insofar as we are empowered to do so, we will grant a royalty-free non-exclusive licence to you to use and reproduce the said documents for your own use solely in connection with the works. It shall be a condition precedent to the granting of such a licence that all sums properly due to us under the Agreement have been paid in full.
- 16.3 We shall have no liability for improper use of the documents other than that for which they are prepared, or for amendments to the documents once they have been provided to you, such amendments being done entirely at your own risk, and you shall indemnify us from and against any loss arising from such improper use or amendments.
- 16.4 Certain free documentation is available to be downloaded from our website (www.mybuildestimate.co.uk) These documents are provided as templates and as such, will contain sections which you will need to complete. Use of any such documentation is at your own risk. We are also not responsible for any sections completed or deleted by you. All such documentation remains our property and will be subject to the limitations as set out in our website terms of use.
- 16.5 You warrant that any design or instruction furnished or given by you shall not cause us to infringe any letter patent, registered design or trademark in the execution of our Services.

17. Assignment and Sub-Contracting

- 17.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these terms and conditions.
- 17.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these terms and conditions, without your prior consent.

- 18. Confidentiality:** Both parties agree that they will not use any confidential information provided by the other party, other than to perform their obligations under the Agreement. Each party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other party in writing.

- 19. Data Protection:** Each party agrees to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the General Data Protection Regulation 2016 and any subsequent amendments. For further information on our processing of personal data, please refer to our privacy policy, available on our website.

20. Other Important Terms

- 20.1 Nothing in the Agreement shall render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 20.2 No failure by either party to enforce the performance of any provision in the Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of the Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- 20.3 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 20.4 If one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.
- 20.5 All notices under the Agreement shall be in writing and be deemed duly given if addressed to the most recent address or email address notified to the other Party and if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices will be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

- 21. Governing Law and Jurisdiction:** These Terms and Conditions and the Agreement will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the exclusive jurisdiction of the courts of England and Wales.