



Terms and Conditions of Service

Javo Consultancy Ltd is a private company registered in England and Wales under company number 10616318, with its registered office at 145 Popes Lane, Birmingham, B38 8AU, and VAT registration number 262784087.

1. INTERPRETATION

The definitions in the Service Offer, as well as the following definitions and rules of interpretation, apply to the Agreement.

1.1 Definitions

- **Applicable Laws:** All applicable laws, statutes, and regulations from time to time in force.
- **Applicable Data Protection Laws:** Means:
 - (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
 - (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Javo Consultancy Ltd is subject, which relates to the protection of personal data.
- **Business Day:** Monday to Friday, from **18:00 hrs to 22:00 hrs**, and weekends, including Bank Holidays, from **09:00 hrs to 17:00 hrs**. Availability outside of these hours can be arranged directly with Javo Consultancy's leadership team.
- **Change Order:** Has the meaning given in clause 7.1.
- **Client Materials:** All documents, information, items, and materials in any form, whether owned by the Client or a third party, which the Client provides to Javo Consultancy in connection with the Services.
- **Client Personal Data:** Any personal data which Javo Consultancy processes in connection with the Agreement, in the capacity of a processor on behalf of the Client.
- **Control:** Has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression "change of control" shall be construed accordingly.
- **Deliverables:** Any deliverables specifically created by Javo Consultancy for the Client as part of the Services as detailed in the Proposal, but specifically excluding any foreground Intellectual Property Rights of Javo Consultancy existing before the Start Date and/or developed by Javo Consultancy independently of the Agreement.
- **EU GDPR:** Means the General Data Protection Regulation (EU) 2016/679, as it has effect in EU law.
- **Implementation Services:** Any implementation services to be provided by Javo Consultancy, as specified in the Service Offer.
- **Initial DuAgreement. The initial term of the Agreement is specified in the Service Offer.**
- **Intellectual Property Rights:** Patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancy.co.uk
Company registration no: 10616318

Terms and Conditions of Service

and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, 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.

- **Maintenance Services:** Any maintenance services to be provided by Javo Consultancy, as specified in the Service Offer.
- **Renewal Term:** Has the meaning given in clause 2.3.
- **Start Date:** Has the meaning given in clause 2.1.
- **UK GDPR:** Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- **VAT:** Value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

- **1.2.1** Clause headings shall not affect the interpretation of the Agreement.
- **1.2.2** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- **1.2.3** A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- **1.2.4** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- **1.2.5** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- **1.2.6** A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time, and a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- **1.2.7** A reference to "writing" or "written" includes email.
- **1.2.8** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- **1.2.9** A reference to "the Agreement" or to any other agreement or document referred to in the Agreement is a reference to the Agreement or such other agreement or document, in each case as varied from time to time.
- **1.2.10** References to clauses are to the clauses of the Agreement.
- **1.2.11** Any words following the terms "including," "include," "in particular," "for example," or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.



Terms and Conditions of Service

2. COMMENCEMENT AND DURATION

- **2.1** The Agreement shall commence on the earlier of (i) the date Javo Consultancy starts providing the Services; or (ii) the date the second party signs the Service Offer (the "**Start Date**").
- **2.2** Where Javo Consultancy is providing Implementation Services, unless terminated earlier in accordance with clause 13, the Agreement shall continue for the Term specified in the Service Offer.
- **2.3** Where Javo Consultancy is providing Maintenance Services, unless terminated earlier in accordance with clause 13, the Agreement shall continue for the **Initial Duration**. It shall automatically extend for successive twelve-month periods (each a "**Renewal Term**") at the end of the Initial Duration and at the end of each subsequent Renewal Term. A party may give written notice to the other party, not later than **30 days** before the end of the Initial Duration or the relevant Renewal Term, to terminate the Agreement at the end of the Initial Duration or the relevant Renewal Term, as the case may be.

3. RESPONSIBILITIES OF JAVO CONSULTANCY

- **3.1** Javo Consultancy shall use **reasonable endeavours** to supply the Services and deliver the Deliverables to the Client in accordance with the Agreement in all material respects. All reporting shall be to the Client Representative.
- **3.2** Javo Consultancy shall use **reasonable endeavours** to meet any performance dates agreed by the parties from time to time, but any such dates shall be estimates only, and **time for performance by Javo Consultancy shall not be of the essence** of the Agreement.
- **3.3** Javo Consultancy shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under clause 4.1(d), provided that it shall not be liable under the Agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement.

4. CLIENT'S OBLIGATIONS

- **4.1** The Client shall:
 - (a) Co-operate with Javo Consultancy in all matters relating to the Services;
 - (b) Provide, for Javo Consultancy, its agents, subcontractors, consultants, and employees, promptly and at no charge, access to the Client's premises, office accommodation, information, data, and other facilities as required by Javo Consultancy;
 - (c) Provide to Javo Consultancy promptly all Client Materials and ensure that they are accurate and complete;
 - (d) Inform Javo Consultancy of all health and safety and security requirements that apply at any of the Client's premises;

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancy.co.uk
Company registration no: 10616318

S01	Page 3 of 13
Revision: 1	Date: 16/11/2025

Terms and Conditions of Service

- (e) Obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Javo Consultancy to provide the Services, including in relation to the use of all Client Materials, in all cases before the Start Date;
 - (f) Where required, provide any suitable protective equipment;
 - (g) Advise Javo Consultancy of any changes in the Client's organisation which are likely to affect Javo Consultancy's delivery of the Services, including any change that affects the management system's compliance with the criteria referred to under the Agreement, before making the changes.
- **4.2** If Javo Consultancy's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants, or employees, then, without prejudice to any other right or remedy it may have, Javo Consultancy shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

5. PERSONNEL

- **5.1** Javo Consultancy shall use **reasonable endeavours** to ensure that the Consultant does not change during the term of the Agreement, but Javo Consultancy may replace that person from time to time, where reasonably necessary in the interests of Javo Consultancy's business and/or due to such individual being unavailable to provide the Services.

6. NON-SOLICITATION

- **6.1** The Client shall not, without the prior written consent of Javo Consultancy, at any time from the date of the Agreement to the expiry of **12 months** after the termination or expiry of the Agreement, solicit or entice away from Javo Consultancy or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, or subcontractor of Javo Consultancy in the provision of services to the Client.
- **6.2** Any consent given by Javo Consultancy in accordance with clause 6.1 shall be subject to the Client paying to Javo Consultancy a sum equal to **20%** of the then current annual remuneration of Javo Consultancy's employee, consultant, or subcontractor (calculated by reference to the yearly average remuneration over the previous twelve months) or, if higher, **20%** of the annual remuneration to be paid by the Client to that employee, consultant, or subcontractor.

7. CHANGE CONTROL

- **7.1** Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until both parties have signed a **Change Order**. A Change Order shall be a document setting out the proposed changes and the impact that those changes will have on:
 - (a) the Services;
 - (b) the Fees;

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancy.co.uk
Company registration no: 10616318

Terms and Conditions of Service

- (c) the timetable of the Services; and
- (d) any of the terms of the Agreement,
- and shall be in the form of the template attached at Schedule 1.
- **7.2** If Javo Consultancy wishes to make a change to the Services, it shall provide a draft Change Order to the Client.
- **7.3** If the Client wishes to make a change to the Services:
 - (a) It shall notify Javo Consultancy and provide as much detail as Javo Consultancy reasonably requires of the proposed changes, including the timing of the proposed changes; and
 - (b) Javo Consultancy shall, as soon as reasonably practicable after receiving the information in clause 7.3(a), provide a draft Change Order to the Client.
- **7.4** If the parties:
 - (a) agree to a Change Order, they shall sign it, and that Change Order shall amend the Agreement; or
 - (b) are unable to agree on a Change Order, the Services shall continue to be provided without amendment.
- **7.5** Javo Consultancy may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 7.3 on a time and materials basis at Javo Consultancy's standard daily rates.

8. CHARGES AND PAYMENT

- **8.1** In consideration of the provision of the Services by Javo Consultancy, the Client shall pay the Fees in accordance with the Payment Terms set out in the Service Offer.
- **8.2** The Fees shall include any expenses unless otherwise specified within the Proposal.
- **8.3** Except as otherwise set out in the Service Offer, invoices will be issued on the **28th of each month** and are payable within **30 days** of the date of issue.
- **8.4** Where the Client postpones or cancels a pre-agreed consultancy visit within **24 hours** of the scheduled date, Javo Consultancy reserves the right to charge an **additional day rate of the Consultancy Day Rate**.
- **8.5** Except where Javo Consultancy is providing Implementation Services or Maintenance Services for an Initial Term of three years, where the Fees will be fixed, Javo Consultancy reserves the right to increase the Fees on an annual basis with effect from each anniversary of the Start Date in line with the percentage increase in the **Consumer Price Index (CPI)** in the preceding 12-month period. The first such increase shall take effect on the first anniversary of the Agreement and shall be the latest available figure for the percentage increase in the Consumer Price Index. **For clarification, CPI is a measure of inflation used by the Bank of England and is generally considered to reflect cost-of-living increases. It is typically a more stable and lower measure than the Retail Prices Index (RPI) and is the standard preferred measure for modern commercial contracts.**

Terms and Conditions of Service

- **8.6** Javo Consultancy shall invoice the Client for the Charges in accordance with the Payment Terms. If no intervals are specified, Javo Consultancy shall invoice the Client at the end of each month for the agreed Services.
- **8.7** Without prejudice to any other right or remedy that it may have, if the Client fails to pay Javo Consultancy any sum due under the Agreement on the due date, Javo Consultancy reserves the right to charge:
 - (a) The Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at **4% a year above the Bank of England's base rate** from time to time, but at **4% a year** for any period when that base rate is below 0%;
 - (b) Javo Consultancy may suspend all or part of the Services until payment has been made in full.
- **8.8** All sums payable to Javo Consultancy under the Agreement:
 - (a) are exclusive of VAT, and the Client shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

- **9.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials) shall be owned by Javo Consultancy.
- **9.2** Javo Consultancy grants to the Client, or shall procure the direct grant to the Client of a fully paid-up, worldwide, non-exclusive, royalty-free, **perpetual and irrevocable licence** to use the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.
- **9.3** As between the parties, the Client shall retain ownership of all Intellectual Property Rights in the Client Materials and grants Javo Consultancy a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Agreement for the purpose of providing the Services to the Client.

10. DATA PROTECTION

- **10.1** Each party will comply with all applicable requirements of the Applicable Data Protection Laws. This clause is in addition to, and does not relieve, remove, or replace a party's obligations or rights under Applicable Data Protection Laws.
- **10.2** For the Agreement, the terms "controller," "processor," "data subject," "personal data," "personal data breach," and "processing" shall have the meaning given to them in the UK GDPR.
- **10.3** The parties have determined that, for Applicable Data Protection Laws, Javo Consultancy shall process the Client Personal Data as a **processor** on behalf of the Client. The Service



Terms and Conditions of Service

Offer sets out the scope, nature, and purpose of processing by Javo Consultancy, the duration of the processing, and the types of personal data and categories of data subjects.

- **10.4** The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client's Personal Data to Javo Consultancy and/or lawful collection of the same by Javo Consultancy for the duration and purposes of the Agreement.
- **10.5** Javo Consultancy shall, in relation to the Client Personal Data:
 - (a) process it in accordance with the Client's documented instructions, unless Javo Consultancy is required by Applicable Data Protection Laws to process the Client's Personal Data otherwise. Where Javo Consultancy is relying on Applicable Data Protection Laws as the basis for processing Client Personal Data, Javo Consultancy shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Data Protection Laws prohibit Javo Consultancy from so notifying the Client on substantial grounds of public interest. Javo Consultancy shall inform the Client if, in the opinion of Javo Consultancy, the instructions of the Client infringe Applicable Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that any personnel engaged and authorised by Javo Consultancy to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Javo Consultancy), and at the **Client's cost and written request**, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
 - (e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client's Personal Data;
 - (f) at the written direction of the Client, delete or return Client Personal Data and any copies to the Client on termination of the Agreement unless Javo Consultancy is required by Applicable Law to continue to process that Client Personal Data. For this clause, Client Personal Data shall be considered deleted where it is put beyond further use by Javo Consultancy; and
 - (g) maintain records to demonstrate its compliance with this clause, and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.
- **10.6** The Client provides its prior, general authorisation for Javo Consultancy to:

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancy.co.uk
Company registration no: 10616318

S01	Page 7 of 13
Revision: 1	Date: 16/11/2025

Terms and Conditions of Service

- (a) appoint processors to process the Client Personal Data, provided that Javo Consultancy:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws and are consistent with the obligations imposed on Javo Consultancy in this clause;
 - (ii) shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of Javo Consultancy; and
 - (iii) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby allowing the Client to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Javo Consultancy's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall **reimburse Javo Consultancy for any reasonable costs** suffered by Javo Consultancy in accommodating the objection.
- (b) transfer Client Personal Data outside the UK, provided that Javo Consultancy shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Javo Consultancy, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

11. CONFIDENTIALITY

- **11.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.
- **11.2** Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- **11.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

12. LIMITATION OF LIABILITY

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancy.co.uk
Company registration no: 10616318

S01	Page 8 of 13
Revision: 1	Date: 16/11/2025

Terms and Conditions of Service

- **12.1** References to liability in this clause include every kind of liability arising under or in connection with the Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.
- **12.2** Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- **12.3** Subject to clause 12.2, the total liability of Javo Consultancy to the Client shall not exceed the **total amount of the Fees paid or payable by the Client under the Agreement**.
- **12.4** Subject to clause 12.2, Javo Consultancy shall not be liable to the Client in respect of the following types of loss: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data, or information; loss of or damage to goodwill; and **indirect or consequential loss**.

13. TERMINATION

- **13.1** Without affecting any other right or remedy available to it, either 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 any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of **15 days** after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
 - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
- **13.2** Without affecting any other right or remedy available to it, Javo Consultancy may terminate the Agreement with immediate effect by giving written notice to the Client if:

Terms and Conditions of Service

- (a) the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than **seven days** after being notified in writing to make such payment; or
- (b) there is a **change of Control** of the Client.
- **13.3** Javo Consultancy may terminate the Agreement at any time by giving **30 days' written notice** to the Client. The Client may terminate the Agreement at any time by giving **30 days' written notice** to Javo Consultancy.
- **13.4** On termination or expiry of the Agreement:
 - (a) The Client shall immediately pay to Javo Consultancy all of Javo Consultancy's outstanding unpaid invoices and interest. In respect of the Services supplied but for which no invoice has been submitted, Javo Consultancy may submit an invoice, which shall be payable immediately on receipt. Unless otherwise agreed, consultancy days will be invoiced at the **Consultancy Day Rate plus VAT** and are payable immediately on receipt.
 - (b) Those clauses intended by the parties to survive termination shall continue in force.
- **13.5** Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14. FORCE MAJEURE

- **14.1 Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota, or prohibition; collapse of buildings, fire, explosion, or accident; any labour or trade dispute, strikes, industrial action, or lockouts; and interruption or failure of utility service.
- **14.2** If a party is prevented, hindered, or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event, that party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15. ASSIGNMENT AND OTHER DEALINGS

- **15.1** The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any of its rights and obligations under the Agreement without the **prior written consent** of Javo Consultancy.

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancy.co.uk
Company registration no: 10616318

S01	Page 10 of 13
Revision: 1	Date: 16/11/2025



Terms and Conditions of Service

- **15.2** Javo Consultancy may at any time assign, transfer, charge, subcontract, declare a trust over, or deal in any other manner with any or all its rights under the Agreement.

16. VARIATION

- **16.1** Subject to clause 7 (Change control), no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

- **17.1** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- **17.2** A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

- **18.1** The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERANCE

- **19.1** If any provision or part-provision of the Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- **19.2** If any provision or part-provision of the Agreement is deemed deleted under clause 19.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

- **20.1** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- **20.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancytld.com
Company registration no: 10616318

Terms and Conditions of Service

21. NO PARTNERSHIP OR AGENCY

- **21.1** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- **21.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. THIRD PARTY RIGHTS

- **22.1** The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

23. NOTICES

- **23.1** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
 - (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the email address habitually used by the other party in connection with the Agreement.
- **23.2** Any notice or communication shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at **9.00 am on the second Business Day after posting**; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, "**business hours**" means **Monday to Friday from 18:00 hrs until 22:00 hrs, and on weekends, including Bank Holidays, from 09:00 hrs until 17:00 hrs, unless otherwise agreed** with the leadership team of Javo Consultancy.
- **23.3** This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. GOVERNING LAW AND JURISDICTION

- **24.1** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of **England and Wales**. Each party irrevocably submits to the **exclusive jurisdiction of the courts of England and Wales**.



Terms and Conditions of Service

25. AUTHORISATION

The following parties agree to the Terms and Conditions set out above:

Party	Signature	Full Name	Title	Date
For Javo Consultancy				
For the Client				

JAVO Consultancy LTD
145 Popes Lane, Birmingham, B38 8AU
Tel: 07534 662808
www.javoconsultancytld.com
Company registration no: 10616318

S01

Revision: 1

Page 13 of 13

Date: 16/11/2025