

Terms and Conditions of Business

for case management and medical assistance
with patient retrieval, transport and repatriation

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1. Definitions and Interpretations

Carrier	the third-party operator providing the air ambulance, commercial airline, ground ambulance or sea ambulance services.
CLCA Assistance	C.L.C.A. Assistance Limited. Registered at Companies House under number 11885439. Registered Office: Emstrey House North Shrewsbury Business Park, Sitka Drive, Shrewsbury, Shropshire, United Kingdom, SY2 6LG.
Commissioner	any person, organisation or entity who has placed an order for Services and/or entered into a Contract with CLCA Assistance to purchase Services.
Contract	the contract between CLCA Assistance and the Commissioner for the supply of Services in accordance with these Terms and Conditions.
Services	the case management and/or delivery of medical assistance in the field of patient retrieval, transport and repatriation.
Specification	the description or specification of the Services set out in any cost estimate by CLCA Assistance to the Commissioner.

- 1.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2. 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.

1.3. A reference to writing or written includes fax and email.

2. **Basis of Contract**

- 2.1. Any cost estimate given by CLCA Assistance is valid for a period of 7 days from its date of issue (unless otherwise specified) and will include all predictable aspects of the patient transport including utilisation of subcontracted third-party services. **Additional costs or charges may be payable under Clause 7 below.**
- 2.2. The Contract shall come into existence when the Commissioner places an order for the delivery of Services within the validity period of a cost estimate issued by CLCA Assistance or, if the validity period has expired, upon written acceptance of the order by CLCA Assistance.
- 2.3. The Contract remains at all times subject to UK, overseas and other relevant approvals and traffic-rights, as may be necessary for the delivery of the Services.
- 2.4. Any descriptive matter or advertising issued by CLCA Assistance, and any descriptions or illustrations contained in CLCA Assistance's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Commissioner seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **Supply of Services**

- 3.1. CLCA Assistance shall supply or procure the provision of the Services to the Commissioner in accordance with the Specification.
- 3.2. CLCA Assistance shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. CLCA Assistance reserves the right to amend the Specification if necessary, for operational reasons, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and CLCA Assistance shall notify the Commissioner in any such event.
- 3.4. The Services will be provided using reasonable care and skill. Any decisions taken by CLCA Assistance in relation to the patient's medical assessment or treatment will be done so as far as possible to ensure the patient's safety during the transfer and in accordance with the patient's best interests.
- 3.5. CLCA Assistance medical team will normally liaise with the treating doctor or other person who is familiar with the patient's condition, in order to minimise any risks involved in the patient transfer. However, despite high quality and expert medical care during the transport journey, complications cannot be entirely excluded due to the potential stresses of the transport environment. Deterioration is very unusual and complications can normally be appropriately treated by the on-board clinical team using the medical equipment available.
- 3.6. Any special requests in relation to the patient transfer will only be confirmed after CLCA Assistance have reviewed the patient's medical condition and obtained approval from its medical advisers and clinical team involved in the transport mission.
- 3.7. The medical team engaged by CLCA Assistance and/or the Carrier may refuse a planned transfer of a patient if the medical information provided in relation to the patient is substantially different to their own assessment and/or they consider that to proceed with the mission will pose a life-threatening situation to the patient. In this circumstance, the Commissioner shall still be liable for CLCA Assistance charges, subject to the cancellation and refund terms set out below.

4. **Case Handling and subcontractors**

- 4.1. CLCA Assistance is exclusively responsible for the services rendered directly by it.
- 4.2. CLCA Assistance is entitled to fulfil the Contract in full or in part, by third-party operators, where it considers it necessary and appropriate to do so.
- 4.3. CLCA Assistance reserves the right to fulfil the Contract in full or in part as an intermediary for the Services between the Commissioner and a third-party operator, provided that the Commissioner has given prior authorisation for this. In these cases:
 - 4.3.1. CLCA Assistance will not be liable as the Carrier, but merely operates as an intermediary.
 - 4.3.2. The exclusive liability and control with regard to all aspects of the ground, sea or air ambulance order including, however not limited to, availability of the ambulance, aircraft, price, start and end of the stipulated journey/flights, operation, control, medical service and security of the transport/flight shall be borne by the third-party operator(s).
 - 4.3.3. The commissioning of the third-party operator will be carried out directly by CLCA Assistance or CLCA Assistance may with agreement of the Commissioner, conclude a separate contract in the name of the Commissioner.
 - 4.3.4. CLCA Assistance does not assume any liability for the third-party operator and will not be liable for any damages, losses, injuries or costs, which may be suffered or incurred by the Commissioner.
 - 4.3.5. The Commissioner shall indemnify CLCA Assistance from all liability, claims, costs (including legal costs) with regard to the responsibility of CLCA Assistance towards such a third-party operator.

5. **Further conditions for air transport**

- 5.1. Services are rendered subject to all applicable commercial air taxi transportation laws and regulations.
- 5.2. If the Carrier for any reason (whether before or after the commencement of the flight schedule) becomes incapable of undertaking or continuing all or part of the flight schedule the Carrier may at its discretion substitute therefore one or more aircraft of the same or another type and the provisions of the Contract shall apply mutatis mutandis to the substituted aircraft PROVIDED ALWAYS that if the Carrier elects not to substitute another aircraft, CLCA Assistance shall not be under liability or loss sustained by the Commissioner for any delay cost or other liability or loss sustained by the Commissioner as a consequence of the

inability of the aircraft to perform or complete the flight schedule. The Commissioner shall remain liable to pay for that part of the flight schedule (if any) that has been performed at the time the aircraft becomes incapacitated.

- 5.3. The captain of the aircraft and the senior flight medical professional shall have absolute discretion:
 - 5.3.1. To refuse any passenger(s) including the patient;
 - 5.3.2. To inspect the contents of any item of luggage for security reasons;
 - 5.3.3. To refuse any passenger(s) baggage cargo or any part thereof;
 - 5.3.4. To decide what load may be carried on the aircraft and how it shall be distributed;
 - 5.3.5. To decide whether and when a flight may be safely undertaken and where the aircraft should be landed.
- 5.4. Normally (but subject to the Carriers own Terms and Conditions), only one piece of hand luggage, not exceeding 10 kg may accompany the patient. Therefore, on some mission's other arrangements will need to be made for extra luggage.
- 5.5. Loading and unloading of any aircraft shall be at the expense of the Carrier.
- 5.6. Charges incurred for ground transportation, navigation, customs clearance, airport extended opening hours and other direct and indirect costs, shall be payable by the Commissioner.
- 5.7. CLCA Assistance shall be entitled at its own discretion and without compensation to use any part of the carrying capacity of the aircraft unused by the Commissioner and to use any part of the flight schedule unused by the Commissioner.

6. **Commissioner's obligations**

- 6.1. The Commissioner shall:
 - 6.1.1. ensure that the terms of the order and any information in the Specification is complete and accurate;
 - 6.1.2. co-operate with CLCA Assistance in all matters relating to the Services;
 - 6.1.3. provide CLCA Assistance with such medical information and materials as CLCA Assistance may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 6.1.4. provide CLCA Assistance with a medical status report on the patient to be transported at least 24 hours prior to departure;
 - 6.1.5. where CLCA Assistance is not instructed to provide the management of patient care prior to transportation;
 - (i) obtain and maintain (or ensure that the patient obtains and maintains) all necessary travel documentation, licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (ii) ensure (or ensure that the patient obtains and maintains) that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate dunnage and tie down material, taking into account all reasonable demands of the Carrier and the captain and where necessary complying with IATA Restricted Articles Regulations; and
 - 6.1.6. comply with all applicable laws.
- 6.2. If CLCA Assistance's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Commissioner or failure by the Commissioner to perform any relevant obligation (Commissioner Default):
 - 6.2.1. without limiting or affecting any other right or remedy available to it, CLCA Assistance shall have the right to suspend performance of the Services (including delaying the departure time) until the Commissioner remedies the Commissioner Default, and to rely on the Commissioner Default to relieve it from the performance of any of its obligations in each case to the extent the Commissioner Default prevents or delays CLCA Assistance's performance of any of its obligations;
 - 6.2.2. CLCA Assistance shall not be liable for any costs or losses sustained or incurred by the Commissioner arising directly or indirectly from CLCA Assistance's failure or delay to perform any of its obligations as set out in this Clause; and
 - 6.2.3. the Commissioner shall reimburse CLCA Assistance on written demand for any costs or losses sustained or incurred by CLCA Assistance arising directly or indirectly from the Commissioner Default.

7. **Charges and payment**

- 7.1. CLCA Assistance charges are in accordance with its normal fee scale and any cost estimate issued by it.
- 7.2. Unless an alternative arrangement has been agreed between the Commissioner and CLCA Assistance:
 - 7.2.1. If the Commissioner is a private individual, the total sum in the cost estimate is due for payment upon acceptance of the cost estimate;
 - 7.2.2. If the Commissioner is a commercial entity, upon acceptance of the cost estimate, CLCA Assistance shall raise an invoice for the sum set out in the cost estimate. Invoices are payable within seven days, unless the total invoice is £20,000 or higher, in which circumstance the invoice shall be payable within 48 hours or if earlier, prior to the commencement of the mission.
- 7.3. Unless otherwise agreed, all the prices, amounts and payments are in the currency of GBP.
- 7.4. The Commissioner may be liable to pay extra costs in addition to the cost estimate. Extra costs will be charged separately based upon the actual cost reasonably and necessarily incurred. The following represents examples of possible extra costs, but is not intended as an exhaustive list of extra costs:
 - 7.4.1. If the flight has to be carried out at sea-level/low-level cabin altitude equivalent pressure on an unplanned basis, a surcharge will be imposed by the Carrier on top of the standard price for the transport route. This is likely to increase the overall cost by between 5% and 20%, depending upon the duration and amount of the revised altitude.
 - 7.4.2. If a transfer is scheduled to be performed during night hours (22:00 to 06:00 local time), additional costs may be incurred in order to extend airport opening hours.

- 7.4.3. De-icing and anti-icing costs incurred by the Carrier during an order shall be charged separately to the Commissioner according to actual costs.
 - 7.4.4. If it becomes necessary to postpone the departure time for patient transfer, for reasons caused by the fault of the Commissioner and/or patient, the resulting delay will be charged at a minimum of £500 for each hour commenced.
 - 7.4.5. Ground time exceeding in total 2 hours for patient transfers shall be charged at a minimum of £400 for each hour commenced.
 - 7.4.6. Any unscheduled overnight stay for the flight crew and medical team caused by operational reasons beyond the control of CLCA Assistance, will be charged at the actual cost of the overnight hotel accommodation, but subject to a minimum cost of £500.
 - 7.4.7. If, for reasons beyond the control of CLCA Assistance, the scheduled destination airport can no longer be reached (weather conditions, airport closure for a particular reason), the flight will be to the nearest available airport. The resulting costs shall be charged.
 - 7.4.8. If, in the event of unforeseeable and unavoidable complications, it is necessary to abort the transport mission and to temporarily take the patient to a hospital, the resulting additional costs shall be charged. CLCA Assistance is not responsible for covering the hospital costs resulting from this.
 - 7.4.9. If delays occur during the flight for which CLCA Assistance is not responsible and that results in additional costs (e.g. overnight accommodation, costs for night landings, etc.) these shall be charged to the Commissioner.
 - 7.4.10. Exchange rate fluctuations, bank charges for international transactions and credit card charges will incur extra costs.
 - 7.4.11. Any luggage determined by the Carrier as amounting to excess baggage and therefore liable for additional costs will incur extra costs.
- 7.5. Invoices raised by CLCA Assistance must be paid in accordance with these Terms and within the timeframe stated on the invoice for payment. Any failure by the Commissioner to pay an invoice may result, at CLCA Assistance discretion, in the mission not being able to proceed.
 - 7.6. Time for payment shall be of the essence of the Contract.
 - 7.7. Unless included in the cost estimate, all amounts payable by the Commissioner under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by CLCA Assistance to the Commissioner, the Commissioner shall, on receipt of a valid VAT invoice from CLCA Assistance, pay to CLCA Assistance such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
 - 7.8. If the Commissioner fails to make a payment due to CLCA Assistance under the Contract by the due date, then, without limiting CLCA Assistance's remedies, the Commissioner shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
 - 7.9. All amounts due under the Contract 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).

8. Cancellations and refunds

- 8.1. Cancellations must be made in writing to CLCA Assistance before delivery of the Services commences.
- 8.2. In the event of the Commissioner cancelling the contract, the Commissioner shall pay as liquidated damages to CLCA Assistance (or have any refund payable reduced by), a cancellation fee based upon the following:
 - 8.2.1. the actual costs incurred at the point of cancellation; and
 - (i) up to 10 days before the first scheduled departure: 25% of the cost estimate;
 - (ii) less than 10 days but at least 48 hours before the scheduled departure: 50% of the cost estimate;
 - (iii) less than 48 hours before the first scheduled departure: 75% of the cost estimate;
 - (iv) less than 12 hours before the first scheduled departure: 100% of the cost estimate; and
 - 8.2.2. where flights have been booked with third-party operators, the cancellation charges of such third-party operators are incorporated into the Contract and shall be payable in full.
- 8.3. If delays in departure for a patient transport occur due to unexpected reasons (i.e. mechanical or technical issues) which are not the fault of the Commissioner, patient, CLCA Assistance or the Carrier, CLCA Assistance is entitled to reschedule the transport plan. If this results in a delay exceeding 6 hours, the Commissioner is entitled to cancel the Contract (without payment of cancellation fees), but subject to payment of actual costs incurred at the point of cancellation.
- 8.4. If, on arrival and assessment of the patient, the medical team consider that the patient is not fit for transport, all costs incurred by extending the mission and by the patient remaining in the referring hospital facility, or being transferred to an alternative local hospital/facility, will be charged in full. If the transport mission is then cancelled, the Commissioner will be liable to pay the full cost.

9. Data protection

- 9.1. For the purpose of this clause, Data Protection Legislation shall mean the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures shall have the meaning contained within the Data Protection Legislation.

- 9.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause, Applicable Laws means (for so long as and to the extent that they apply to CLCA Assistance) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Commissioner is the controller and CLCA Assistance is the processor.
- 9.4. Without prejudice to the generality of Clause 9.1, the Commissioner will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to CLCA Assistance for the duration and purposes of the Contract.

10. **Limitation of liability**

- 10.1. CLCA Assistance has obtained insurance cover in respect of its own legal liability. The limits and exclusions in this clause reflect the insurance cover CLCA Assistance has been able to arrange and the Commissioner is responsible for making its own arrangements for the insurance of any excess loss.
- 10.2. The restrictions on liability in this Clause apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 10.3.1. death or personal injury caused by negligence; and
 - 10.3.2. fraud or fraudulent misrepresentation.
- 10.4. Subject to Clause 10.3, CLCA Assistance's total liability to the Commissioner shall not exceed £5million.
- 10.5. This Clause 10.5 sets out specific heads of excluded loss and exceptions from them:
- 10.5.1. Subject to Clause 10.4, the types of loss listed in Clause 10.5.3 are wholly excluded by the parties, but the types of loss and specific losses listed in Clause 10.5.4 are not excluded.
 - 10.5.2. If any loss falls into one or more of the categories in Clause 10.5.3 and also falls into a category, or is specified, in Clause 10.5.4, then it is not excluded.
 - 10.5.3. The following types of loss are wholly excluded:
 - (i) loss of profits
 - (ii) loss of sales or business.
 - (iii) loss of agreements or contracts.
 - (iv) loss of anticipated savings.
 - (v) loss of use or corruption of software, data or information.
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
 - 10.5.4. The following types of loss and specific loss are not excluded:
 - (i) sums paid by the Commissioner to CLCA Assistance pursuant to the Contract, in respect of any Services not provided in accordance with the Contract subject to Clause 8;
 - (ii) wasted expenditure;
 - (iii) additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
 - (iv) losses incurred by the Commissioner arising out of or in connection with any third-party claim against the Commissioner which has been caused by the act or omission of CLCA Assistance. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, CLCA Assistance's personnel, regulators and Commissioners of the Commissioner.
 - 10.5.5. CLCA Assistance has given commitments as to compliance of the Services with relevant specifications in Clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
 - 10.5.6. Unless the Commissioner notifies CLCA Assistance that it intends to make a claim in respect of an event within the notice period, CLCA Assistance shall have no liability for that event. The notice period for an event shall start on the day on which the Commissioner became, or ought reasonably to have become, aware of the event having occurred OR it's having grounds to make a claim in respect of the event and shall expire 3 months from that date. The notice must be in writing (served in accordance with the Contract) and must identify the event and the grounds for the claim in reasonable detail.
 - 10.5.7. This Clause 10 shall survive termination of the Contract.

11. **Termination**

- 11.1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice.

- 11.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 11.2.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 11.2.2. 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 the purpose of 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;
 - 11.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 11.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.
- 11.3. Without affecting any other right or remedy available to it, CLCA Assistance may terminate the Contract with immediate effect by giving written notice to the Commissioner if:
- 11.3.1. the Commissioner fails to pay any amount due under the Contract on the due date for payment; or
 - 11.3.2. there is a change of control of the Commissioner.
- 11.4. Without affecting any other right or remedy available to it, CLCA Assistance may suspend the supply of Services under the Contract or any other contract between the Commissioner and CLCA Assistance if the Commissioner fails to pay any amount due under the Contract on the due date for payment, the Commissioner becomes subject to any of the events listed in Clause 11.2, or CLCA Assistance reasonably believes that the Commissioner is about to become subject to any of them.

12. **Consequences of termination**

- 12.1. On termination of the Contract:
- 12.1.1. the Commissioner shall immediately pay to CLCA Assistance all of CLCA Assistance's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted. CLCA Assistance shall submit an invoice, which shall be payable by the Commissioner immediately on receipt;
 - 12.1.2. the Commissioner shall return all of CLCA Assistance materials and any equipment which have not been fully paid for. If the Commissioner fails to do so, then CLCA Assistance may enter the Commissioner's premises and take possession of them. Until they have been returned, the Commissioner shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.2. Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.
- 12.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. **Restrictions on Commissioner**

- 13.1. The Commissioner shall not (except with the prior written consent of CLCA Assistance) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or engagement of CLCA Assistance any person employed or engaged by CLCA Assistance in the provision of the Services, at any time during the Contract or for a further period of 6 months after termination of the Contract, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of CLCA Assistance.
- 13.2. If the Commissioner commits any breach of Clause 13.1, they shall, on demand, pay to CLCA Assistance a sum equal to one year's basic salary or the annual fee that was payable by CLCA Assistance to that employee, worker or independent contractor plus the recruitment costs incurred by CLCA Assistance in replacing such person.
- 13.3. The Commissioner shall not (except with the prior written consent of CLCA Assistance), have any direct business dealings with, or solicit, entice or attempt to entice away, any third party operator, Carrier or other supplier engaged by CLCA Assistance in the provision of the Services to the Commissioner, if such dealings, solicitation or enticement, cause or is reasonably likely to cause:
- 13.3.1. damage or loss to the commercial interests of CLCA Assistance; or
 - 13.3.2. the supplier to cease supplying, or to reduce its supply of services to CLCA Assistance; or
 - 13.3.3. to vary adversely the terms upon which the Commissioner conducts business with CLCA Assistance;
- at any time during the Contract or for a further period of 6 months after termination of the Contract.
- 13.4. By entering into the Contract, the Commissioner acknowledges that the restrictions contained within this Clause are fair and reasonable in order to protect CLCA Assistance business and goodwill.

14. **General**

- 14.1. Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2. Assignment and other dealings. CLCA Assistance may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 14.3. Confidentiality.

- 14.3.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 14.3.2.
- 14.3.2. Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 14.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 14.4. Entire agreement.
- 14.4.1. The Contract 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.
- 14.4.2. Each party acknowledges that in entering into the Contract it does not rely on, and 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 14.4.3. Nothing in this clause shall limit or exclude any liability for fraud.
- 14.5. Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6. Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.
- 14.8. Notices.
- 14.8.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by fax to its main fax number or email to its specified email address.
- 14.8.2. Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) 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 at the time recorded by the delivery service. In this Clause, business day means a day other than a Saturday, Sunday or public holiday in England; and
 - (iii) if sent by fax or 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 mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 14.8.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 14.9. Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.10. Governing law. The Contract, 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.
- 14.11. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.