



General Terms for the Provision of Siteworks

We (Utility Site Services Limited, T/A Utility Site Services) and you have decided to enter into an agreement for the provision of certain siteworks services, as described in the service schedule. These general terms apply in addition to the quotation document and the service schedule, which together make up the agreement between us.

The General Terms

1. MEANINGS OF THE WORDS USED IN THIS AGREEMENT

1.1 In this **agreement**, when the following words are shown in bold, they have the meanings described below:

'agreement' - means the agreement between you and us and includes these **general terms**, the **quotation document** and [the **service schedule**];

'business day(s)' - means between the hours of 8.00am and 6.00pm any day on which the clearing banks in the City of London are open;

'charges' - means the amount payable for the **siteworks** as shown in the **quotation document**;

'confidential information' - has the meaning given to it in clause 8.1;

'Construction industry scheme' - means the HMRC scheme which sets out the rules for how payments to subcontractors for construction work must be handled by contractors in the construction industry;

'general terms' - means these general terms and conditions governing the provision of the **siteworks** to you.

'Group Company' - means a subsidiary, any holding company of ours, and any subsidiary of any holding company of ours (and 'subsidiary' and 'holding company' will have the meanings given to them in the Companies Act 2006);

'highway' - means a 'street (In England and Wales) or 'road' (in Scotland) as defined in the New Roads and Streetworks ACT 1991 as amended;

'Installations' - means any equipment, materials or product we install or fit when providing the **siteworks**;

'our materials' - means all documents, information and materials provided by us relating to the **siteworks** which existed prior to the commencement of this **agreement**, including computer programmes, data, reports and specifications;

'our equipment' - means any equipment, including tools, systems, cabling or facilities, provided by us or our subcontractors which we or our subcontractors use to provide the **siteworks** to you;

'price' - means the **charges** together with any other amounts which we have a right to invoice in accordance with these **general terms**;

'quotation document' - means the document provided to you with these **general conditions** headed 'Quote' which forms part of the **agreement**;

'reasonable and prudent operator' - means a person seeking in good faith to perform its contractual obligations, and in doing so and in the general conduct of its obligations, using the skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of business in the same or similar conditions;

'retail prices index' - means the measure of inflation published each month by the Office for National Statistics, which measures the change in the cost of a basket of retail goods and services in the United Kingdom;

'siteworks' - means the siteworks services to be provided by us to you in accordance with the **agreement** as described in the **service schedule**;

'service schedule' - means the schedule to these **general conditions** describing the **siteworks**;

'site' - means the premises, property, lands, water and other places on, under, in or through the **siteworks** are to be provided, including areas for

temporary storage, accommodation and welfare activities as more particularly described in the **quotation document**;

'VAT' - means value added tax as described in the Value Added Tax Act 1994;

'you' - means the company or partnership entering into this **agreement** identified as the 'Siteworks Customer' in the **quotation document**;

'your equipment' - means any equipment, systems, cabling or facilities provided by you which are required to provide the **siteworks**;

'your manager' - means the person you appoint in accordance with clause 4.1(b);

'your materials' - means all documents, information and materials provided by you which are required to provide the **siteworks**, including computer programs, data, reports and specifications (where relevant).

2. COMMENCEMENT AND DURATION

2.1 Your **agreement** will start on the date which we receive the signed **quotation document** indicating your acceptance of the **agreement**, together with payment of the **charges** (plus **VAT**) and will continue until the **siteworks** have been completed unless this **agreement** is terminated in accordance with these **general terms**.

2.2 During the term of the agreement, we will provide the **siteworks** to you in accordance with the terms of the **agreement**.

2.3 By agreeing to the terms of the **agreement**, you confirm that you own or have the right to enter into this **agreement** at each **site** at which we are being requested to provide the **siteworks**.

2.4 We will not have any obligation to: (i) commence or continue the **siteworks**; (ii) procure or continue to procure any plant or materials or other goods required in connection with the **siteworks**; or (iii) engage and subcontractors until you have:

- (a) made payment in full for the **charges** (and **VAT** in respect of the **charges**);
- (b) obtained any licence or consent required in connection with the **siteworks**;
- (c) obtained any planning permission required in connection with the **siteworks**.

3. OUR OBLIGATIONS

3.1 We will provide the **siteworks** to you as a **reasonable and prudent operator** in accordance with our obligations under this **agreement**.

3.2 We will use our reasonable endeavours to meet any performance dates specified, but any such dates will be estimates only and are dependent upon you fulfilling your obligations under this **agreement** and our sub-contractors ability to meet targeted dates. Time for performance by us will not be of essence of this **agreement**.

3.3 We will use our reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at your premises that have been communicated to us, provided that we will not be responsible under this **agreement** if, by observing these rules, regulations and/or requirements, we are put in breach of any of our obligations under this **agreement**.

3.4 We will not be responsible for the following unless we specifically agree otherwise in the **service schedule** or **quotation document**:

(a) obtaining any permissions, consents, licences (including street works licences), easements or other rights that may be necessary for or in connection with provision of any of the **siteworks** and we give no warranty that any such permissions, consents, licences easements or other rights are or would be obtainable;

(b) inspection, installation or alteration of a pipe installed or to be installed downstream of any meter;

(c) provision, erection or dismantling of any scaffolding, raised platform or other access system required in connection with the **siteworks**;

(d) making good cosmetic surfaces, plasterwork and decoration;

(e) relocation, protection, replacement or any avoidance of damage to plants or trees, provided that we will take reasonable care to avoid damage to such plants and trees;

(f) the diversion of any existing apparatus, cable, duct, pipework, drain or infrastructure;

(g) excavation, backfilling, or temporary or permanent reinstatement of any trench excavated on the **site** in the course of providing the **siteworks** or otherwise required in connection with the **siteworks**, other than excavation, backfilling or reinstatement required on a **highway**;

(h) provision and placing of any bedding and/or surrounding materials within any trench or excavation or otherwise required in connection with any part of the **siteworks**;

(i) provision and installation of any ducting;

(j) construction or formation of any point of entry and/or associated supporting structure for any pipework or other apparatus into any building;

(k) reinstating any original surface other than within a **highway**. Where the **siteworks** expressly include reinstatement beyond any **highway**, we will reinstate metalled surfaces with tarmac only or (at our discretion and without imposing any responsibility upon us to prevent any damage) relay any undamaged modules removed upon excavation and left adjacent to the excavation;

(l) the conduct of the **siteworks** or the design so as to avoid interruption to the conveyance of gas to the supply point during the provision of the **siteworks** or in the course of any future maintenance of the **siteworks** following completion;

(m) carrying out the **siteworks** other than during normal **business days**; or

(n) any work or additional services excluded in the **quotation document**,

provided always that **siteworks** involving the installation or relocation of a meter cannot lawfully be provided prior to you putting in place an energy supply agreement.

4. YOUR OBLIGATIONS

4.1 You will:

(a) where we are providing services involving the installation or relocation of a meter, undertake that you have or will have put in place a gas and/or electricity supply agreement (as relevant) with the energy supplier of your choice for at least a twelve month period from the start date of the supply agreement and that the supply of gas and/or electricity to the **site(s)** is/are or will be live in sufficient time to enable us to provide the **siteworks** in line with the estimated timescales identified in the **quotation document**;

(b) co-operate with us in all matters relating to the **siteworks** and appoint your manager (and promptly notify their identity to **our manager**). You further agree that your manager will be the only person from whom we will accept instructions and will have the authority contractually to bind you on matters relating to the **siteworks**;

(c) provide for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, clear, unobstructed and safe access to **site(s)** including (where

relevant) access to meters and service routes on **business days** or as reasonably required by us, together with the name and contact details of the person who will give us access;

(d) ensure that there are no obstructions (including scaffolding) which might hinder or delay our ability to perform the **siteworks**;

(e) provide, in a timely manner, **your materials** and all other information and data we reasonably require, and ensure that it is complete and accurate. You further acknowledge and agree that we will rely on your materials and all other information or data provided to us to provide the **siteworks**;

(f) be responsible (at your own cost) for preparing and maintaining your premises for the supply of the **siteworks** including: (i) identifying, monitoring, removing and disposing of any hazardous materials from your **sites** in accordance with all applicable laws; (ii) ensuring that all works that need to be completed to enable us to provide the **siteworks** have been completed; and (iii) ensuring that any necessary permissions, consents, easements, way leaves, leases, interests and rights are in place in sufficient time to enable us to provide the **siteworks** within the proposed timescales and continue to be maintained until the **siteworks** have been completed;

(g) inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your **sites**;

(h) ensure that **your equipment** is in good working order and suitable for the purposes for which it is used in relation to the **siteworks** and conforms to all relevant United Kingdom standards or requirements;

(i) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the **siteworks**, the installation of **your equipment**, the use of **your materials** and the use of **our equipment**;

(j) insure, keep and maintain **our equipment** in good condition and not dispose of or use our equipment other than in accordance with our written instructions or authorisation; and

(k) where requested by us, promptly provide us with copies of all planning permissions, consents, licences, easements, leases, interests, rights and conveyances granted or procured by you.

4.2 If the performance of our obligations under this **agreement** is prevented or delayed by any act or omission by you, your agents, subcontractors, consultants or employees, we will not be liable for any costs, charges or losses incurred by you that arise directly or indirectly

from such prevention or delay and you will indemnify us for any costs, charges or losses which we incur as a result of such act or omission.

4.3 You will pay to us, on demand, all reasonable costs, charges or losses incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under this **agreement**, subject to us confirming such costs, charges and losses to you in writing.

5. COMPLETION OF THE SITEWORKS

5.1 We will notify you by email when the **siteworks** have been completed. Where we relocate or fit a meter, please note that ownership of the meter will not pass to you.

6. CHARGES

6.1 As payment for the **siteworks** provided by us, you will pay the **price** in accordance with this clause 6. Time for payment will be of the essence of this **agreement**.

6.2 You agree to pay the **charges** and any other amounts which we have the right to include in an invoice (without deduction or set-off) together with **VAT** (which is not included) (altogether being the "**price**"). We will invoice you for the price and you will pay the invoice within the following periods:

(a) in respect of amounts relating to the **charges** (and any **VAT** payable), we will provide a pro forma invoice to you (including the **VAT** element) and you will pay us at the same time as the **agreement** is entered into by you. Following your payment of the **charges** plus the **VAT**, we will provide a separate **VAT** invoice to you; and

(b) in respect of any other amount that we have the right to require you to pay, immediately following receipt of our invoice. Please note that we will suspend provision of the **siteworks** until we have received payment in full for any amounts due.

6.3 We will not be under any obligation to engage any subcontractors or progress any work in relation to the **siteworks** until we have received full payment for the **charges** (including any **VAT** payable in relation to the **charges**).

6.4 You will be responsible for the payment of all taxes, levies, duties, imposts and other fiscal charges which become due on the **price** for which we become responsible under the **agreement** and will reimburse us for any interest, penalties, liabilities and expenses (including reasonable legal expenses) incurred by us as a result of your delay in paying them.

6.5 We may use any money you pay to us or any money we owe you to pay off what you owe under this **agreement**.

6.6 We may invoice you for extra items that are not included in the charges and you must pay for such amounts in accordance with clause 6.2(b). These are:

(a) our reasonable costs if you breach any terms of the **agreement**, including our reasonable costs when we try to get back money you owe to us (when you do not have a genuine reason to disagree when you owe us money) and any administration costs for dealing with the **siteworks**;

(b) any amounts that we are required to pay to our subcontractors in relation to the provision of **siteworks**;

(c) our reasonable costs if you fail to keep an agreed appointment with us or our agent or subcontractor;

(d) any amounts we incur as a result of your failure to meet deadlines notified by us (including any abortive costs relating to your failure to give at least 48 hours prior notice of cancellation of a previously agreed installation) or failure to comply with a reasonable instruction we give to you;

(e) our reasonable costs if you prevent or delay our ability to provide the **siteworks**.

6.7 We will not be legally responsible if we have not charged you enough **VAT** because information in **your materials** is incorrect. If there is an increase in the **VAT** actually payable, you will have to pay the difference.

6.8 Without affecting any other right or remedy that we may have, if you fail to make any payments to us in accordance with this clause 6, we may:

(a) charge interest on the outstanding amount from the due date for payment until full is made at the annual rate of 3% above the base lending rate from time to time of The Royal Bank of Scotland plc, accruing on a daily basis and being compounded quarterly; and

(b) suspend all services under this agreement or any other agreement with you until payment has been made in full.

7. CHANGES TO THIS AGREEMENT

7.1 If either of us wishes to change the scope or execution of the **siteworks**, we will submit details of the requested change to the other in writing (which may be given by email).

7.2 If either of us requests a change to the scope or execution of the **siteworks**, we will, within a reasonable time, provide a written estimate to you of:

- (a) the likely time required to implement the change;
- (b) any necessary variation to our **charges** arising from the change;
- (c) the likely effect of the change on the **siteworks**; and
- (d) any other impact of the change on this **agreement**.

7.3 If you wish us to proceed with the change, we have no obligation to do so unless and until we have agreed in writing (which may include by email) the necessary **changes** to our charges, the **siteworks** and any other relevant terms of this **agreement**.

7.4 Notwithstanding clauses 7.1 to 7.3, we may from time to time and without notice, change the **siteworks** in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or **charges** for the **siteworks**.

7.5 We will have the right to adjust the **charges** where there is a delay to the performance of the **siteworks** caused by delays in mobilisation, or the date for completion of the **siteworks** being delayed, as a result of your failure to comply with your obligations under this agreement.

7.6 If the **siteworks** continue beyond twelve (12) months from the date of the **quotation document**, on each date that is the twelve month anniversary of the date of the **quotation document**, we may increase the **charges** in line with any increase to the **retail prices index**.

8. CONFIDENTIAL INFORMATION AND OUR PROPERTY

8.1 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature which have been disclosed to you by our employees, agents, consultants or subcontractors and any other confidential information concerning our business or its products which you may obtain ("**confidential information**").

8.2 You may disclose such **confidential information**:

- (a) to your employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out your obligations under this **agreement**; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

8.3 You will ensure that your employees, officers, representatives, advisers, agents or subcontractors to whom you disclose such information comply with this clause 8.

8.4 You will not use any **confidential information** for any purpose other than to perform your obligations under this **agreement**.

8.5 All materials, equipment and tools, drawings, specifications and data supplied by us to you (including **our materials** and our **equipment**) will, at all times, be and remain the exclusive property of us or our subcontractors, but will be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us, and will not be disposed of or used other than in accordance with our written instructions or authorisation.

9. RESPONSIBILITY FOR LOSS AND DAMAGE

OUR RESPONSIBILITY

9.1 This clause 9 sets out our entire financial responsibility to you (including any responsibility for the acts or omissions of our employees, agents, consultants and subcontractors) in respect of:

- (a) any breach of this **agreement**, including any deliberate breach of this **agreement** by us, or our employees, agents or subcontractors;
- (b) any use made by you of the **siteworks** or the **installations**; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this **agreement**.

9.2 We are legally responsible to you if we or our agents kill or injure somebody (or cause somebody to be injured or killed) because we or they have been negligent or because we have acted fraudulently.

9.3 Subject to clause 9.2 and 9.3 above:

- (a) we will not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) we will not pay you in total the level of the **charges** paid by you to us for any claims you may have against us under this **agreement**.

9.4 Each clause in clause 9 applies separately. If a court or authority tells us that we cannot enforce a certain clause, the other clauses will still apply.

YOUR RESPONSIBILITY

9.5 You agree to indemnify us for:

(a) any claims from owners or occupiers of other sites or premises for losses, damages, costs and expenses which arise as a necessary and unavoidable (using reasonable skill and care) consequence of us providing the **siteworks**;

(b) any claim from any third party or other liability incurred by us as a result of your failure to comply with your obligations under this **agreement**.

10. CREDIT SCORING

10.1 You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and data in relation to you will be processed by and on behalf of us in connection with the **siteworks** to help us to make decisions about your ability to pay for the **siteworks** and supply of gas and/or electricity to your **site(s)**. If you want to see what information the credit reference agencies hold about you, please contact them directly.

11. ENDING THIS AGREEMENT

11.1 Subject to clause 11.2 to clause 11.5, this **agreement** will terminate automatically on completion of the **siteworks**.

11.2 We can end this **agreement**:

(a) for any reason and at any time by giving you at least 30 days' prior written notice;

(b) immediately when we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors); or

(c) if keeping to any clause in this **agreement** means we would be breaking the law.

If any of clauses 11.2(a) to 11.2(c) applies, unless we tell you otherwise in writing (which may include by email), the **agreement** will end immediately and you will have to pay the amounts set out in clause 11.4.

11.3 You can end this **agreement**:

(a) for any reason and at any time by giving us at least 30 days' prior written notice;

(b) immediately when you give us written notice because we stop trading, if our business is wound up, if we or our business becomes insolvent or our business goes into administration or receivership or we or our business enter into an arrangement with people we owe money to (our creditors); or

(c) if keeping to any clause in this **agreement** means you would be breaking the law.

If any of clauses 11.3(a) to 11.3(c) applies, unless we tell you otherwise in writing (which may include by email), the **agreement** will end immediately and you will have to pay the amounts set out in clause 11.4.

11.4 On ending this **agreement** for any reason:

(a) you agree to immediately pay to us (or we will have the right to set off against any amounts we have received from you which may become refundable as a result of the ending of the **agreement**) all of the outstanding unpaid invoices and interest;

(b) in respect of **siteworks** supplied but for which we have not provided you with an invoice, and where further work is required to leave the **site** in a safe condition, we may submit an invoice, which will be payable immediately on receipt or which we will have the right to set off against any amounts we have received from you which may become refundable as a result of ending the **agreement**;

(c) in respect of any amounts that we have to pay to third parties as a result of entering into this **agreement** which we are unable to mitigate, we may submit an invoice, which will be payable immediately on receipt or which we will have the right to set off against any amounts we have received from you which may become refundable as a result of ending the **agreement**; and

(d) you will, within a reasonable time, return all of **our equipment** and **our materials**. If you fail to do so, then we may enter your **site(s)** and take possession of them. Until they have been returned or repossessed, you will be solely responsible for their safe keeping.

11.5 On termination of this **agreement** (however arising) the following clauses will survive and continue in full force and effect:

- (a) clause 8 (**confidential information**);
- (b) clause 11 (ending this **agreement**);
- (c) clauses 13, 14 and 15.

12. FORCE MAJEURE

12.1 Provided that you or we (as relevant) have complied with the provisions of clause 12.3 below, we will not be in breach of this **agreement**, nor liable for any failure or delay in performance of any of our obligations under this **agreement** arising from or attributable to acts, events, omissions or accidents beyond our reasonable control (a "**force majeure event**"), including but not limited to any of the following:

- (a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions,

embargo, breaking off of diplomatic relations or similar actions arising in the United Kingdom or Northern Ireland;

- (c) terrorist attack, civil war, civil commotion or riots;
- (d) substantial damage to the **site** where the **siteworks** are to be provided arising from the effect of pressure waves caused by an aircraft or aerial devices travelling at sonic or supersonic speed, which materially affects either of our ability to carry out our obligations under this **agreement**;
- (e) nuclear, chemical or biological contamination or sonic boom;
- (f) pandemic or epidemic;
- (g) compliance with any law;
- (h) fire, explosion or accidental damage;
- (i) exceptionally adverse weather conditions including hurricanes or tornadoes;
- (j) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (k) any labour dispute, including but not limited to official strikes, industrial action or lockouts;
- (l) shortage of fuel due to protests, blockades or other action of individuals or organisations, whether acting collectively or otherwise;
- (m) non-performance by suppliers or subcontractors; and
- (n) interruption or failure of utility service, including but not limited to electricity, gas or water.

12.2 Where there is a **force majeure event**, the corresponding obligations of the other party will be suspended to the same extent.

12.3 If either of us is subject to a **force majeure event**, we will not be in breach of this **agreement** if:

- (a) we promptly notify the other in writing of the nature and extent of the **force majeure event** causing our failure or delay in performance;
- (b) we could not have avoided the effect of the **force majeure event** by taking precautions which, having regard to all the matters known to us before the **force majeure event**, we ought reasonably to have taken, but did not; and
- (c) we have used all reasonable endeavours to mitigate the effect of the **force majeure event**, to carry out our obligations under this **agreement** in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible.

12.4 If the **force majeure event** continues for more than three (3) months, either of us may give written notice to the other to end this **agreement**. The notice to end the **agreement**

must specify the end date, which must not be less than fifteen (15) days after the date on which the notice is given. Once a notice to end the **agreement** has been validly given, the **agreement** will terminate on the end date set out in the notice.

13. GENERAL

13.1 Subject to clause 7, any changes to this **agreement** or of any of the documents referred to in it will not be valid unless it they are in writing (including by email) and signed (or approved by email) by or on behalf of each of us.

13.2 If at any time we choose not to enforce any part of this **agreement**, this will not stop us from doing so in the future.

13.3 Where we use the word “including” in this **agreement**, it will be read as “including without limitation”.

13.4 If a Court determines that part of this **agreement** is not valid, the rest of the agreement will not be affected.

13.5 These **general terms**, the **quotation document** and the **service schedule(s)** constitute the whole **agreement** between us and supersede any previous arrangement, understanding or agreement between us in relation to the **siteworks**. If there is any inconsistency between any of these documents, they should be interpreted in the following order of priority (the first taking precedence): the **service schedule**; the **quotation document**; the **general terms**.

13.6 We each acknowledge that, in entering into this **agreement**, neither of us has relied on any statement, representation, assurance or warranty other than as expressly included in this **agreement**.

13.7 Neither of us may, without the prior written agreement of the other (such agreement not to be unreasonably withheld or delayed), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this **agreement**, BUT we may at any time: (i) assign or transfer our rights and obligations under this **agreement** to any **group company**; and/or (ii) subcontract all or any of our rights or obligations under this **agreement**.

13.8 A person who is not a party to this **agreement** will not have any rights under or in connection with it.

13.9 A notice or other communication we or you may give must be addressed to **your manager** or **our manager** (as relevant), must be in writing and delivered by hand, first class post or by email, and:

- (a) you and we will consider notices delivered by hand to have been received when they are delivered;
- (b) if you and we send letters by first class post, you and we assume that the letters have arrived within two days of posting them;
- (c) you and we will consider notices by email to have been received on the day they were sent.

13.10 The provisions of this clause 13 will not apply to the service of any process in any legal action or proceedings.

14. DISPUTE RESOLUTION

14.1 If any dispute arises in connection with this **agreement**, **our manager** and **your manager** will, within five (5) **business days** of a written request from the other (which may be made by email), converse in a good faith effort to resolve the dispute. If **our manager** and **your manager** are unable to resolve the dispute during this conversation, we will both nominate a sufficiently senior person within our businesses within two (2) days of the conversation, who will attempt to resolve the dispute. If they are unable to do so within five (5) **business days** following their nomination, then clause 14.2 below will apply.

14.2 If the dispute is not resolved at that meeting, we will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between us, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (the "**ADR notice**") to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.

14.3 Neither of us may commence any court proceedings in relation to any dispute arising out of this **agreement** until we have attempted to settle the dispute by mediation and either the mediation has terminated or one of us has failed to participate in the mediation.

15. GOVERNING LAW AND JURISDICTION

15.1 The laws of England apply to this **agreement** and any dispute or claim arising out of or in connection with it.

15.2 The courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this **agreement**.