Cyber Essentials Terms and Conditions

Version 3.1 - Online Purchase

About these terms

A Jolly Consulting Ltd | Business customers only

These Conditions govern the purchase of Cyber Essentials and Cyber Essentials Plus assessment and related Services from A Jolly Consulting Ltd (AJC). They apply to online purchases and to work agreed through an Order Form or Statement of Works.

AJC is registered in England and Wales with company number 10204340. Its registered office is 167–169 Great Portland Street, Fifth Floor, London, W1W 5PF and its VAT registration number is GB241987382.

The Customer's attention is particularly drawn to clause 8 (Cancellation and Rescheduling) and clause 12 (Limitation of Liability).

Cyber Essentials is the NCSC scheme managed by IASME. The Customer must also read and comply with the applicable IASME buyer terms at https://iasme.co.uk/cyber-essentials/terms-and-conditions/. Those terms regulate the Customer's separate relationship with IASME. These Conditions set out the commercial arrangements with AJC and do not override the IASME Terms.

Clause 01

Definitions and interpretation

1.1 The following definitions apply in these Conditions.

AJC or Supplier. A Jolly Consulting Ltd, the supplier identified above. The Customer contracts with that company for the Services.

Assessment. the Cyber Essentials Basic self-assessment review or Cyber Essentials Plus technical assessment specified in the Order.

Business Day. a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Charges. the amounts payable for the Services under clause 7, as shown at checkout or in the agreed Order Form or Statement of Works. References to Fees in an Order mean Charges.

Commencement Date. the date the Contract comes into existence under clause 2.2 or 2.3.

Conditions. these Cyber Essentials terms and conditions, with any changes agreed under clause 17.1.

Contract. the contract between AJC and the Customer comprising these Conditions and the accepted Order, including the Order Confirmation and any agreed Statement of Works.

Customer. the business, sole trader, charity, public body or other organisation identified in the Order and purchasing for business or organisational purposes, subject to clause 2.1.

Customer Default. an act, omission or failure by the Customer to meet its obligations which prevents or delays AJC's performance, as described in clause 5.3.

Customer Materials. information, answers, records, credentials, software, documents and other materials supplied or made accessible by or for the Customer for the Services.

Deliverables. the reports, findings, guidance, certificates and other outputs expressly included in the Order or Statement of Works.

IASME. The IASME Consortium Limited, which manages Cyber Essentials for the National Cyber Security Centre (NCSC).

IASME Terms. the Cyber Essentials buyer terms published at the address given above, including amendments that apply to the Customer under those terms.

Intellectual Property Rights. copyright, database and design rights, patents, trade marks, rights in software, confidential know-how and other intellectual property rights, registered or unregistered, and applications, renewals and equivalent rights in any jurisdiction.

Online Order. the Customer's order submitted through AJC's website checkout.

Order. an Online Order or the Customer's written acceptance of an Order Form or Statement of Works, in each case subject to AJC's acceptance under clause 2.

Order Confirmation. AJC's written acceptance of an Online Order stating the Services purchased and the material commercial details.

Order Form or Statement of Works. the written or electronic document agreed with AJC specifying the Services, scope, Charges, Deliverables and any agreed timetable for work arranged outside checkout.

Scheme Rules. the applicable assessment requirements, technical standards and operational rules issued by IASME or NCSC for Cyber Essentials.

Services. the Assessment and any support, advice or other services expressly described in the accepted Order.

1.2 References to legislation include applicable amendments, replacement legislation and subordinate legislation. Writing includes email but not fax. Examples introduced by "including" or similar expressions do not restrict the wider wording. Headings are for convenience and do not alter the meaning of a clause.

1.3 References to the Order include an applicable Order Form or Statement of Works and, for an Online Order, the Order Confirmation. This applies even where the Services are purchased entirely through checkout.

Clause 02

Basis of contract and orders

2.1 The Services are offered only for purposes connected with the Customer's trade, business, craft, profession or organisational functions. They are not offered to consumers acting wholly or mainly outside those purposes. The individual placing the Order confirms that they are authorised to bind the Customer. Nothing in these Conditions excludes rights that cannot lawfully be excluded.

2.2 For Online Orders, the selected Services, Charges, VAT and other mandatory charges will be displayed before payment. Submission of the Order is the Customer's offer to purchase on these Conditions. Collection of payment and an automated receipt do not themselves accept the offer. The Contract begins when AJC sends the Order Confirmation. If AJC declines the Order, it will notify the Customer and refund any payment collected.

2.3 For an Order Form or Statement of Works, the Customer must provide written acceptance and AJC must confirm that it will proceed. The Contract comes into existence on that confirmation. Any later agreed start date governs delivery of the Services. The Contract continues until completion, expiry of an agreed term or earlier termination under these Conditions.

2.4 The Customer must check that its Order is complete and accurate and that the selected Services and scope meet its requirements. Customer purchase-order terms do not apply unless AJC expressly accepts them in writing. A quotation does not itself create a Contract and, unless stated otherwise, remains available for acceptance for 20 Business Days after issue.

2.5 An expressly agreed provision in the Order Confirmation, Order Form or Statement of Works prevails over these Conditions to the extent of a conflict concerning the commercial Services. No such provision permits departure from binding Scheme Rules or changes the Customer's separate obligations and rights under the IASME Terms.

2.6 The IASME Terms continue to govern applicable scheme assessment, certification, use of certificates and marks, cancellation, refunds and resubmissions. AJC's separately identified advisory work and commercial charges are governed by this Contract. AJC must apply the Scheme Rules when conducting an Assessment.

Clause 03

Supply of Services

3.1 AJC shall supply the Services in accordance with the accepted Order or Statement of Works in all material respects and with the reasonable care and skill appropriate to the Services. Assessments shall comply with the applicable Scheme Rules.

3.2 AJC shall use reasonable endeavours to meet performance dates specified in the Order. Unless expressly agreed otherwise, those dates are estimates and time is not of the essence for performance of the Services.

3.3 AJC may amend the service specification where necessary to comply with law, regulatory requirements or binding Scheme Rules, or where the amendment does not materially affect the nature or quality of the Services. AJC shall notify the Customer. Any other material change to scope or Charges must be agreed in writing.

3.4 AJC does not promise uninterrupted or error-free access to assessment portals or communications systems. Internet and third-party network failures may affect delivery. Any resulting exclusion or restriction of liability remains subject to clause 12 and does not remove AJC's obligation to use reasonable care and skill.

3.5 AJC will seek continuity of personnel but may replace an employee, consultant or assessor with a suitably qualified person. AJC shall inform the Customer where a change affects its principal contact or assessment arrangements.

Clause 04

Subcontracting

4.1 AJC may subcontract or delegate parts of the Services to suitably qualified assessors, consultants or technical providers. Where a role requires IASME approval, the appointed person must hold the appropriate approval.

4.2 AJC remains the Customer's principal contact and responsible for its contractual obligations when work is subcontracted. The limitations in clause 12 apply to AJC's liability for work carried out on its behalf.

4.3 AJC shall ensure that subcontractors receiving confidential information are bound by appropriate confidentiality obligations. Appointment of a subprocessor is additionally subject to clause 15.6.

Clause 05

Customer obligations

5.1 The Customer shall: (a) ensure that its Order and information included in the Statement of Works are complete and accurate; (b) cooperate with AJC and appoint a suitably qualified contact with authority to make service decisions; (c) provide timely access to premises, systems, personnel and facilities reasonably needed for the Services; (d) supply complete

and accurate information and Customer Materials reasonably requested by AJC; (e) obtain and maintain required licences, permissions and consents before work starts; and (f) meet additional obligations recorded in the Order.

5.2 The Customer is responsible for preparing its systems and premises, maintaining suitable protection and backups, choosing the assessment scope and meeting its legal obligations. It confirms that it has the rights needed to provide the Customer Materials and authorise their use for the Services. Material errors or changes must be notified to AJC promptly.

5.3 Where there is a Customer Default, AJC may suspend the affected Services until it is remedied and extend the timetable to reflect the resulting delay. AJC is relieved from performance only to the extent the Customer Default prevents it from performing, and shall not be liable for delay or loss caused by that Default, subject to clause 12.

5.4 The Customer shall reimburse AJC for reasonable, evidenced additional costs caused by a Customer Default following a written explanation of those costs. AJC shall take reasonable steps to mitigate them and shall not recover the same cost both under this clause and under a cancellation or rebooking charge.

Clause 06

Cyber Essentials assessment services

6.1 Cyber Essentials (Basic). The Customer must complete the self-assessment honestly, accurately and in good faith, declare an accurate scope and arrange approval by an authorised, suitably competent person of appropriate seniority. AJC assesses the submitted information against the Scheme Rules. Responsibility for the truth and completeness of that information remains with the Customer.

6.2 Cyber Essentials Plus. Before and during technical testing the Customer shall: (a) maintain appropriate security controls and current backups; (b) identify business-critical systems, restricted periods and planned downtime; (c) maintain its own connectivity and notify relevant hosting or internet providers; (d) obtain and, if requested, evidence third-party testing permissions; (e) notify affected staff and suppliers where appropriate; (f) agree a testing date and communicate any required stop periods; (g) provide a knowledgeable liaison and a person able to restore interrupted services; (h) supply the agreed IP addresses, domains, credentials and physical or remote access, with notice of site restrictions; and (i) take reasonable steps to reduce testing risks and complete required remediation at its own cost.

6.3 Assessment techniques have limitations and cannot identify every vulnerability or non-compliance. AJC may use scanning and other technical tools within the agreed scope. Testing may interrupt or degrade systems. The Customer must maintain recovery arrangements and restore a secure configuration following testing. These acknowledgements do not excuse AJC from using reasonable care and skill.

6.4 A successful Assessment depends on compliance with the Scheme Rules; purchase of Services does not guarantee certification. A certificate describes the position assessed at a particular time and is not an ongoing assurance of security. The Customer remains responsible for continuing compliance and responding to subsequent changes in its systems or scheme requirements.

6.5 The Customer confirms that it owns the assets to be tested or has written authority from their owners to approve the agreed testing. It authorises AJC and its appointed assessors to undertake the assessment activities required within that scope and confirms that necessary legal and contractual permissions have been obtained. All work remains subject to applicable law, including the Computer Misuse Act 1990 and data-protection legislation.

Clause 07

Charges and payment

7.1 Online card payment. The Customer shall pay the total displayed at checkout when submitting its Online Order and authorises collection through the selected payment method. Where card details are handled by AJC's payment provider, AJC does not retain the full card details.

7.2 If AJC does not accept an Online Order, or collects a duplicate payment in error, AJC shall return the relevant amount to the original payment method. The time taken for the credit to appear may depend on the payment provider and issuing bank.

7.3 Approved account customers. Where AJC has agreed credit terms in writing, the Customer shall pay each invoice within 14 days of its date, or within another period expressly agreed in the Order. Payment must be in full and in cleared funds to the account nominated by AJC. AJC may invoice in advance. The 14-day period applies to approved account invoices, not to Online Orders payable at checkout.

7.4 If an invoice remains unpaid after its due date, AJC may suspend the affected Services on reasonable notice and exercise any statutory entitlement to interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and associated regulations. There shall be no double recovery of the same amount.

7.5 The Charges are those stated in the accepted Order. Reasonable travel, expenses and third-party costs may be charged additionally only where agreed with the Customer in advance.

7.6 On termination, outstanding amounts properly due, including Charges for Services already supplied but not yet invoiced, become payable in accordance with clause 13.4. Accrued interest and other lawful recovery rights are unaffected.

7.7 Charges exclude VAT unless the checkout or Order expressly states that VAT is included. Any VAT due shall be shown on the relevant invoice and paid with the Charges. Checkout shall display the total payable before the Customer submits payment.

7.8 Payment disputes. The Customer should promptly tell AJC about an incorrect or unauthorised payment so that AJC can investigate. This does not restrict a lawful chargeback, bank dispute or applicable deadline. AJC may supply relevant order and service records to the payment provider. Undisputed amounts remain payable. AJC may pause affected work on reasonable notice where a payment reversal leaves those Services unpaid, but shall not treat the mere raising of a genuine dispute as abuse. Any recovery must reflect sums actually due and avoid double recovery.

Clause 08

Cancellation and rescheduling

8.1 Cyber Essentials Basic. The IASME Terms govern refunds of the scheme assessment component. Their current rule allows a refund less a £25 administration charge where cancellation occurs before submission for marking; no refund is payable after submission for marking. Merely accessing the portal is not submission for marking. AJC shall apply the IASME Terms applicable to the assessment and shall not deduct further costs from a scheme refund where that would conflict with those terms.

8.2 The current IASME Terms require the questionnaire to be completed and submitted within six months of it being sent to the Customer. A questionnaire submitted after that deadline is not assessed and the scheme fee is not refunded. AJC shall communicate any different deadline applicable under the Scheme Rules.

8.3 Cyber Essentials Plus. A Customer cancelling or moving a confirmed assessment date shall pay: (a) no cancellation charge where notice exceeds 10 Business Days; (b) 50% of the

affected AJC assessment Charges for notice of 5 to 10 Business Days; or (c) 100% for notice of less than 5 Business Days. Scheme components remain subject to applicable IASME refund rights.

8.4 Where a booked Plus Assessment cannot proceed through no fault of AJC because the Customer does not attend, provide access or complete necessary preparations, the Charges for that Assessment remain due. AJC may charge 50% of the original assessment Charges to reserve a replacement date. The Customer shall be told the rebooking amount before the replacement booking is confirmed, and the same lost appointment shall not attract duplicate cancellation charges.

8.5 AJC may need to move a Plus Assessment date. It shall give reasonable notice and seek a suitable replacement date with the Customer. No Customer cancellation or rebooking charge applies to a change initiated by AJC.

8.6 A cancellation request should be sent in writing to the contact specified in the Order. Refunds administered by AJC shall be made to the original payment method unless that is unavailable and a lawful alternative is agreed. Separately priced support already supplied, and irreversible third-party costs expressly approved by the Customer, may be retained only where lawful and without reducing scheme refunds contrary to clause 8.1.

Clause 09

Retesting and failed assessments

9.1 Basic resubmission. Under the current IASME Terms, an unsuccessful first assessment may be resubmitted once without a further scheme charge within 48 hours after receipt of the failure notice. Later or additional attempts are treated as new applications and may attract further Charges. The applicable IASME rule governs any change to that entitlement.

9.2 For Plus, AJC shall identify the non-compliant items. The Customer shall arrange and pay for the remedial work required to address them.

9.3 Unless the Order provides otherwise, AJC's Charges include one Plus retest completed within 30 days of the initial Assessment, provided the Scheme Rules permit that timescale. Additional retests are chargeable at AJC's applicable rates, which shall be communicated before booking.

9.4 Scheme deadlines must be met even where commercial retesting arrangements have been agreed. AJC is not responsible for failure to certify caused by the Customer delaying remediation or retest arrangements, subject to clause 12.

Clause 10

Intellectual property rights

10.1 AJC owns the Intellectual Property Rights in its Services and Deliverables, except for Customer Materials and any scheme or third-party materials. Its existing tools, templates and know-how remain its property. No ownership transfer is made by supplying a Deliverable.

10.2 The Customer retains the rights in its Customer Materials. IASME, NCSC and relevant third parties retain their respective rights in scheme content, marks and third-party tools.

10.3 For Deliverables owned by AJC, AJC grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify them for receiving and using the Services and Deliverables in its business. The Customer may not sublicense, assign or transfer that licence. Certificates, certification marks and third-party materials are governed by their applicable terms and must not be altered or used in a way that misrepresents certification or AJC's findings.

10.4 The Customer grants AJC a fully paid-up, non-exclusive, royalty-free licence during the Contract to copy and modify Customer Materials to the extent required to provide the Services. AJC may allow appointed subcontractors to use them for that purpose subject to clauses 4, 11 and 15. This does not transfer ownership. Any subsequent retention or processing must have a lawful basis.

10.5 The Customer may share unaltered reports or other Deliverables with its professional advisers, clients, regulators or certification stakeholders for legitimate business purposes, keeping relevant notices and limitations intact. Sharing does not grant those recipients a separate right to rely on AJC's work or enforce the Contract. Certificate disclosure and use remain subject to the Scheme Rules.

Clause 11

Confidentiality

11.1 Each party shall protect confidential information concerning the other's business, affairs, customers, suppliers and systems received in connection with the Contract. This includes the Customer's non-public assessment submissions, findings and reports. Information lawfully public, already lawfully held without restriction, independently developed or lawfully obtained from an unrestricted third-party source is excluded.

11.2 Confidential information may be used only for performing the Contract or administering the agreed certification process. It must not be used for an unrelated commercial purpose.

11.3 Disclosure is permitted to employees, officers, representatives, contractors, subcontractors and advisers who need the information for the Contract. The disclosing party shall ensure that those recipients comply with appropriate confidentiality duties.

11.4 Disclosure is also permitted where required by law, a competent court or a regulatory authority. Where lawful and reasonably practicable, advance notice shall be given to the other party.

11.5 Information may be supplied to IASME or NCSC where required for assessment, scheme supervision or audit under the IASME Terms. Publication of certification information is governed by those terms; it does not authorise unrestricted disclosure of technical findings.

11.6 These duties apply throughout the Contract and for three years after it ends. Applicable duties relating to personal data and confidential trade secrets continue for as long as the law requires.

Clause 12

Limitation of liability

12.1 This clause applies to liability arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise. It also governs AJC's liability for persons performing Services on its behalf.

12.2 Neither party may rely on a limitation or exclusion in these Conditions in respect of its deliberate default. The Customer's obligation to pay sums properly due is not limited by this clause.

12.3 Nothing in the Contract limits liability that cannot lawfully be limited, including death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of applicable statutory obligations as to title and quiet possession.

12.4 Subject to clauses 12.2 and 12.3, AJC's aggregate liability for an Order shall not exceed the Charges paid by the Customer for that Order. For liability under the Contract that is not attributable to a particular Order, the aggregate limit is the greater of £1,000 and the Charges paid in the 12 months preceding the event giving rise to liability.

12.5 Subject to clauses 12.2 and 12.3, AJC shall not be liable for loss of profits, sales or business, agreements or contracts, anticipated savings, use or corruption of software, data or information, goodwill, or indirect or consequential loss.

12.6 AJC is not responsible for a loss to the extent it is caused by inaccurate Customer Materials, a Customer Default or the Customer's failure to obtain required permissions. This does not exclude any contribution made by AJC to that loss, which remains subject to this clause.

12.7 The testing risks described in clause 6 do not create an unrestricted release of AJC from its reasonable-care-and-skill obligation. Any claim concerning testing or assessment remains subject to the limits and exceptions above. Those limits continue after the Contract ends.

Clause 13

Termination and its consequences

13.1 Either party may terminate the affected Contract by written notice where the other commits a material breach and, if capable of remedy, fails to remedy it within 14 days after written notification. AJC may also terminate for non-payment where a properly due amount remains unpaid seven days after a written demand.

13.2 Subject to applicable law, either party may terminate by written notice if the other enters administration, liquidation or an arrangement with creditors other than for a solvent restructuring, has a receiver appointed, becomes subject to an analogous insolvency process, or ceases or threatens to cease a substantial part of its business.

13.3 AJC may suspend affected Services for overdue payment in accordance with clause 7.4, a Customer Default under clause 5.3, missing testing authority, or a reasonable belief that continuing would be unlawful or unsafe. AJC shall give reasonable notice where practicable and explain what is needed to resume.

13.4 On termination or expiry, outstanding invoices and accrued lawful interest are payable. AJC may invoice immediately for Services already supplied and other sums properly due under the Contract, including applicable cancellation charges under clause 8. Prepayments shall be reconciled against those amounts and any refund due shall be returned under clause 8.6.

13.5 The Customer shall return AJC's loaned materials and cease using Deliverables for which it has no continuing licence. Termination does not revoke a licence expressly granted on a perpetual and irrevocable basis under clause 10.3 or override the Scheme Rules for certificates. Confidential information shall be returned or deleted on reasonable request, subject to lawful retention and clause 15.

13.6 Termination or expiry does not affect rights, obligations or claims already accrued. Provisions intended to operate afterwards, including payment, intellectual property, confidentiality, liability and applicable data-protection obligations, remain effective.

Clause 14

Force majeure

14.1 Neither party shall be in breach or liable for delayed or failed performance to the extent caused by circumstances beyond its reasonable control. The affected party shall notify the other of the event and its expected effect and take reasonable steps to reduce disruption and resume performance. This does not excuse payment for Services already supplied or remove applicable refund rights.

Clause 15

Data protection

15.1 Both parties shall comply with applicable UK data-protection and privacy legislation, including the UK GDPR, the Data Protection Act 2018 and relevant electronic communications rules, as amended or replaced. Controller, processor, personal data and personal data breach have their meanings under that legislation.

15.2 AJC is an independent controller for personal data used to operate its website and accounts, administer checkout, payments and invoices, prevent fraud, manage certification, deal with complaints and keep required business records. Its privacy notice describes that processing. Other organisations, including IASME and payment providers, may have their own controller responsibilities depending on their actual role.

15.3 Where AJC processes personal data in Customer Materials solely on the Customer's behalf, the Customer is controller and AJC is processor. Before processing begins, the Order, Statement of Works or agreed processing schedule must record the subject matter, duration, nature and purpose of processing, categories of individuals, types of personal data and the Customer's instructions.

15.4 As processor, AJC shall: (a) act only on documented instructions, including for international transfers, unless law requires otherwise, in which case it shall inform the Customer before processing unless prohibited; (b) ensure authorised personnel are bound to confidentiality; (c) apply appropriate security under clause 15.5; (d) assist with data-subject requests and the Customer's security, breach, impact-assessment and regulatory-consultation obligations, taking account of the processing and information available; (e) notify the Customer without undue delay after becoming aware of a personal data breach affecting the relevant data; (f) at the Customer's choice, return or delete that data and existing copies when the Services end unless law requires retention; and (g) provide compliance information and allow reasonable audits, subject to appropriate confidentiality and security safeguards. AJC shall inform the Customer immediately if it considers an instruction to infringe applicable data-protection law.

15.5 AJC shall implement technical and organisational measures appropriate to the processing risk, taking account of the nature of the data, potential harm to individuals, available technology and implementation costs. This includes appropriate access controls and measures to protect confidentiality, integrity and availability.

15.6 The Customer gives general written authorisation for AJC to appoint subprocessors. AJC shall notify the Customer of intended additions or replacements with reasonable time to object on data-protection grounds, impose the same relevant protection obligations by written contract and remain responsible for the subprocessor's performance. An unresolved objection must be addressed before the affected new subprocessor processes the Customer's data.

Clause 16

Non solicitation

16.1 Without AJC's written consent, the Customer shall not solicit or attempt to recruit personnel of AJC or its subcontractors introduced through an Order during that Order or for 12 months after its completion, expiry or termination.

Clause 17

General

17.1 Variation. Except for changes permitted by clause 3.3, a variation must be in writing and signed by both parties or their authorised representatives. Publication of a new version of these Conditions does not by itself change an existing Contract.

17.2 Waiver. A waiver is effective only if given in writing and applies only to the matter identified. Delay in enforcing a right, or exercising it only in part, does not prevent later enforcement.

17.3 Rights and remedies. Contractual rights supplement those available by law unless the Contract expressly and lawfully provides otherwise.

17.4 Severance. An invalid or unenforceable provision shall be removed only to the extent necessary, leaving the remainder in effect. The parties shall seek in good faith to agree a lawful replacement that achieves the intended commercial result as closely as possible.

17.5 Entire agreement. The Contract records the parties' entire agreement on the Services and replaces earlier arrangements on that subject. Neither party relies on a statement or assurance not included in it. This does not limit liability for fraud or affect the Customer's separate IASME Terms.

17.6 Assignment. AJC may assign its rights and subcontract or delegate performance, subject to clauses 4 and 15. Delegation does not release AJC from its obligations. A transfer of contractual obligations requiring consent shall take effect only when that consent is obtained. The Customer may not assign or transfer its rights or obligations without AJC's prior written consent.

17.7 Relationship. The parties remain independent contracting parties. Neither may bind or represent the other as its agent, partner or employer.

17.8 Third-party rights. Unless expressly stated otherwise, the Contract creates no rights under the Contracts (Rights of Third Parties) Act 1999 for another person. The parties may vary or end it without third-party consent.

17.9 Notices. Formal notices must be written and delivered by hand or prepaid first-class or next-working-day post to a company's registered office or another organisation's principal business address, or by email to the address specified in the Order. Hand delivery is received when left at the proper address; post at 9.00 am on the second Business Day after posting; and email on transmission unless a delivery failure is received, or at the start of the next business period if sent outside business hours. Business hours are 9.00 am to 5.00 pm on a Business Day. A notified replacement address may be used. This clause does not govern service of legal proceedings.

17.10 Law and jurisdiction. The Contract and related disputes, including non-contractual disputes, are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.