

What this means

To help make these terms easier to read, we've added a short plain-English summary before each section. These summaries are there to help - the full legal text below each one is what applies.

STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

neurobox Limited (the "Service Provider") provides disability support services to business clients. The Service Provider has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

What this means

When you ask us to go ahead with a quote or process an order, you're agreeing to these terms. That's the point at which our agreement becomes official.

1. Acceptance of these Terms

- 1.1 These Terms and Conditions, together with any quote, proposal, scope, statement of work or order documents setting out the Services (**Quote**) shall form the Agreement between the Service Provider and the Client.
- 1.2 The Client will be taken to have accepted a Quote and these Terms and Conditions (forming the binding Agreement) if the Client informs or otherwise indicates to the Service Provider that the Client wishes for the Service Provider to proceed with performing the Services, including without limitation by accepting a Quote, signing any Quote or by confirmation in writing.

What this means

We use some specific words throughout this document - like "Services," "Fees," and "Agreement." This section explains what each one means. If anything's unclear, come back here first.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"

means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) and any Quote, which shall govern provision of the Services;

“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Cambridge;
“Client”	means the party procuring the Services from the Service Provider who shall be identified in the Agreement;
“Commencement Date”	means the date on which provision of the Services will commence, as defined in the Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Fees”	means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement;
“Services”	means the services to be provided by the Service Provider to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement; and
“Term”	means the term of the Agreement as defined therein.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 2.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and
 - 2.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.
- 2.6 References to persons shall include corporations.

What this means

We'll deliver what we've agreed to, with skill and care. You need to use your services within 12 months of the order date to make sure they aren't lost.

3. Provision of the Services

- 3.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of the Agreement, provide the Services to the Client.
- 3.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the disability support sector in the United Kingdom.
- 3.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
- 3.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 3.5 All Services must be scheduled by the Client within 12 months from the date the Quote was accepted. If the Client does not book the Services within that timeframe, the Client shall forfeit any Fees paid in respect of those Services.
- 3.6 The Service Provider may, in relation to certain specified matters related to the Services, act on the Client's behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time.
- 3.7 The Service Provider shall use all reasonable endeavours to accommodate any

reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

What this means

If you need to cancel or move a session, please let us know in time - 1 working day's notice for remote sessions, 2 working days for in-person. If we don't get enough notice, the session and any fees paid for it will be lost.

4. Cancellation of Scheduled Services

- 4.1 The Client must provide the following notice periods to cancel or reschedule any Services:
 - 4.1.1 For remote Services, one Business Day prior to the scheduled Service; and
 - 4.1.2 For in-person Services, two Business Days' prior to the scheduled Service.
- 4.2 If the Client fails to provide the required notice as set out in clause 4.1, the Client shall forfeit the relevant Services, including any Fees paid for those Services.

What this means

You can ask us for a different coach. We'll consider every request, though we can't always say yes. If we do agree to a change, we'll reinstate up to two sessions so you can have them with your new coach instead.

5. Change of Coach

- 5.1 The Client may request a change to the employer or contractor of the Service Provider providing the Services (**Coach**).
- 5.2 The Client may request the allocated Coach be changed.
- 5.3 The Service Provider reserves the right to deny a request for a change in Coach in its sole discretion.
- 5.4 Where the Service Provider consents to a change of Coach, up to a maximum of two scheduled sessions included in the Services (if applicable)(**Sessions**) which were completed with the original Coach shall be reinstated so the Client can have those Sessions with the new Coach.
- 5.5 The choice of the new Coach shall be determined by the Service Provider.
- 5.6 Sessions shall only be reinstated for Sessions already used, and shall not be in excess of the Sessions included in the original scope of Services.

What this means

To help us do our best work, we ask you to share relevant information with us, respond promptly when we need a decision, and sort out any access or permissions in advance. If delays on your side affect delivery, that won't be our responsibility.

6. Client's Obligations

- 6.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.
- 6.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
- 6.3 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 6.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 6.5 If the nature of the Services requires that the Service Provider has access to the Client's home or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required.
- 6.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 6 of the Agreement shall not be the responsibility or fault of the Service Provider.

What this means

Please pay invoices within 30 working days, in pounds sterling. If payment is late, interest may be added. We both keep financial records in case they're needed.

7. Fees, Payment and Records

- 7.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Agreement.
- 7.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.
- 7.3 All payments required to be made pursuant to the Agreement by either Party shall be made within 30 Business Days of receipt by that Party of the relevant invoice.

- 7.4 All payments required to be made pursuant to the Agreement by either Party shall be made in Pound Sterling in cleared funds to such bank in the UK as the receiving Party may from time to time nominate without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 7.5 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 7.6 Without prejudice to sub-Clause 12.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 7.3 of the Agreement shall incur interest on a daily basis at 4% above the base rate of Barclays Bank PLC from time to time until payment is made in full of any such outstanding sums.
- 7.7 Each Party shall:
- 7.7.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;
 - 7.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them; and
 - 7.7.3 within 7 days after the end of each month, obtain at its own expense and supply to the other Party an auditors' certificate as to the accuracy of the sums paid by that Party pursuant to the Agreement during that month.

What this means

We're insured and we take responsibility for doing our work properly. If we fall short, we'll put it right at no extra cost to you. Our liability has limits, but nothing here removes our responsibility for serious harm. If you or your team damage our equipment, you'd be responsible for that.

8. Liability, Indemnity and Insurance

- 8.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 8.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 8.3 The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum defined therein.
- 8.4 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.
- 8.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude the Service Provider's liability for death or personal injury.
- 8.6 Subject to sub-Clause 8.3 of the Agreement the Service Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of the Agreement.

- 8.7 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.
- 8.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

What this means

We guarantee our work will be free from defects for an agreed period. If something isn't right within that time, we'll fix it at no charge to you.

9. Guarantee

- 9.1 The Service Provider shall guarantee that the product of all Services provided will be free from any and all defects for a period that shall be defined in the Agreement.
- 9.2 If any defects in the product of the Services appear during the guarantee period set out in the Agreement the Service Provider shall rectify any and all such defects at no cost to the Client.

What this means

We will both make sure that confidential information is kept confidential during our agreement and for five years after it ends. There are a small number of exceptions, such as when the law requires us to share something.

10. Confidentiality

- 10.1 Each Party undertakes that, except as provided by sub-Clause 10.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for five years after its termination:
- 10.1.1 keep confidential all Confidential Information;
 - 10.1.2 not disclose any Confidential Information to any other party;
 - 10.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 10.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 10.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 10.1.1 to 10.1.4 of the Agreement.
- 10.2 Either Party may:
- 10.2.1 disclose any Confidential Information to:
 - 10.2.1.1 any sub-contractor or supplier of that Party;

10.2.1.2 any governmental or other authority or regulatory body; or

10.2.1.3 any employee or officer of that Party or of any of the
aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 7 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

10.3 The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

What this means

Sometimes things happen that are completely outside anyone's control - like extreme weather or a power failure. If that stops either of us from delivering, neither party is at fault. If it goes on too long, either of us can end the agreement fairly.

11. Force Majeure

11.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

What this means

Our agreement runs for the period set out in your order. Either of us can end it with 30 days' written notice. In serious situations - like non-payment or insolvency - either party can end it immediately.

12. Term and Termination

- 12.1 The Agreement shall come into force on the agreed Commencement Date and shall continue for the Term defined in the applicable Order from that date, subject to the provisions of Clause 9 of the Agreement.
- 12.2 Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by giving not less than 30 days written notice to the other at any time prior to the expiry of the Term specified in sub-Clause 9.1 of the Agreement (or any further period for which the Agreement is extended) to extend the Agreement for a further period of 30 days.
- 12.3 Either Party may terminate the Agreement by giving to the other not less than 30 days written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).
- 12.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
 - 12.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment;
 - 12.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 12.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 12.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 12.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 12.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 12.4.7 the other Party ceases, or threatens to cease, to carry on business; or
 - 12.4.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 12, "control" and "connected

persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

- 12.5 For the purposes of sub-Clause 12.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 12.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

What this means

When our agreement ends, any money owed becomes due straight away. Confidentiality continues, and we both stop using each other's information.

13. Effects of Termination

Upon the termination of the Agreement for any reason:

- 13.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 13.4 subject as provided in Clause 13 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

each Party shall (except to the extent referred to in Clause 7 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

What this means

We only use your personal information in line with our Privacy Notice. You can find it on our website, or just ask us for a copy.

14. Data Protection

The Service Provider will only use the Client's personal information as set out in the Service Provider's Privacy Notice available on our website and on request.

What this means

This section covers the technical rules around how we handle personal data on your behalf. We'll follow your instructions, keep data secure, tell you promptly about any breach, and won't move data outside the UK without your consent.

15. Data Processing

- 15.1 In this Clause 15 and in the Agreement, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4 of the UK GDPR.
- 15.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 15 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 15.3 For the purposes of the Data Protection Legislation and for this Clause 15 and the Agreement, the Service Provider is the “Data Processor” and the Client is the “Data Controller”.
- 15.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Agreement.
- 15.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of information and personal data to the Data Processor for the purposes described in these Terms and Conditions
- 15.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions:
 - 15.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 15.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.
 - 15.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
 - 15.6.4 Not transfer any personal data outside of the UK without the prior written

- consent of the Data Controller and only if the following conditions are satisfied:
- 15.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 15.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 15.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 15.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
- 15.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
- 15.6.6 Notify the Data Controller without undue delay of a personal data breach;
- 15.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and
- 15.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 15 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 15.7 The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 15 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:
- 15.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 15 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
 - 15.7.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 15.8 Either Party may, at any time, and on at least 30 calendar days notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.

What this means

If either of us doesn't act on a problem straight away, that doesn't mean we've given up the right to raise it later.

16. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

What this means

We both agree to do whatever's reasonably needed to make this agreement work in practice.

17. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

What this means

Unless we've agreed otherwise, each of us covers our own costs in setting up and running this agreement.

18. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

What this means

Neither of us can withhold or deduct payments from what we owe the other, even if there's a dispute running alongside.

19. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

What this means

Neither of us can hand this agreement to someone else without written consent. We may use other skilled people within our group or trusted sub-contractors to deliver services - but we remain responsible for the outcome.

20. Assignment and Sub-Contracting

20.1 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

Subject to the provisions of Clause 15, the Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Service Provider.

What this means

Dates in the agreement are a guide. We can adjust them by mutual agreement if we need to.

21. Time

21.1 The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

What this means

Working together doesn't make us partners or agents. We're simply two separate parties in a service agreement.

22. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

What this means

While we work together - and for a set period after - neither of us will approach the other's staff or clients to work with us instead.

23. Non-Solicitation

- 23.1 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.
- 23.2 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

What this means

This agreement is between neurobox and you. No one else has rights under it.

24. Third Party Rights

- 24.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 24.2 Subject to Clause 21 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

What this means

Any formal notices between us need to be in writing. This section explains when a notice counts as officially received, depending on how it's sent.

25. Notices

- 25.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 25.2 Notices shall be deemed to have been duly given:
- 25.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 25.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 25.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

25.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

What this means

This document, together with your quote and/or order documents, makes up the full agreement between us.

26. Entire Agreement

- 26.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 26.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

What this means

If we both sign separate copies of this agreement, that's still completely valid.

27. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

What this means

If any part of this agreement turns out to be unenforceable, the rest of it still stands.

28. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

What this means

If something goes wrong, we'll try to sort it out through conversation with you first. If we can't resolve it within 30 days, either of us can take it to court in England and Wales.

29. Dispute Resolution

- 29.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 29.2 Nothing in Clause 29 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 29.3 If the Parties are unable to resolve the dispute through negotiations within 30 days of a written notice requesting negotiations, either Party may commence proceedings before the courts of England and Wales in accordance with Clause 30 of the Agreement.

What this means

This agreement is governed by the laws of England and Wales, and any legal proceedings would take place there.

30. Law and Jurisdiction

- 30.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.2 Subject to the provisions of Clause 29 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.