

## 1. Introduction

1.1. These terms and conditions govern the relationship between Justin Bucknell Electrical Limited and the Client.

## 2. Definitions

2.1. In these conditions of Contract the following expressions will have the following meaning:

- (a) "Justin Bucknell Electrical Limited whose registered office is 26 Sycamore Road, Launton, Oxfordshire, OX26 5DY "Client" will be any company, partnership, practice or person requiring/obtaining the Services offered/carried out.
- (b) "Contract" shall mean these terms of business and any associated Submission or Estimate.
- (c) "Order" shall mean the instruction to commence the provision of the Goods or Services either provided verbally or in writing, expressed or implied.
- (d) "Goods" shall include all goods, products, tangible objects or other items identified in the scope of work or deemed necessary to achieve the agreed scope of work.
- (e) "Services" shall mean the scope of work identified in Section 3 of this Contract and includes the provision of staff, or work undertaken produced or delivered by staff as defined within the scope of work.
- (f) All references to the masculine gender include the feminine and neuter unless otherwise specified.
- (g) "Submission" shall mean the offer in writing by Justin Bucknell Electrical which shall be either an Estimate against an agreed scope of work or an understanding of a scope of work against a Schedule of Rates and which shall form the basis of Justin Bucknell Electrical total offer.
- (h) "Estimate" shall mean the initial offer of service or product offered by Justin Bucknell Electrical, identified by its unique number, and any subsequent adjustments agreed in writing by both parties.
- (i) "Schedule of Rates" shall mean the rates agreed between the parties for the Services required, which shall have an agreed validity and duration.

## 3. Scope of the Work

- 3.1. Justin Bucknell Electrical Limited shall provide the Goods or Services outlined in the Quotation as per quote number number.
- 3.2. The scope of the work performed will be in accordance with the Submission provided and the agreed adjustments as evidenced in writing.
- 3.3. Any variation to the scope of the work or orders will only be accepted on the terms agreed with Justin Bucknell Electrical Limited.
- 3.4. In the event of a requirement for variation to an agreed scope of work the standard **Justin Bucknell Electrical Limited** procedure is to provide a written Submission of changes to scope via email, together with time, price and associated implications for Client approval prior to commencement.

## 4. Acceptance of Estimate

- 4.1. The acceptance of an Order constituting an agreed scope of Services is subject to the Client acceptance of these terms and conditions which overrule all other terms and conditions unless agreed in writing between duly authorised members of both parties. For **Justin Bucknell Electrical Limited**, the duly authorised members shall be deemed to be the Directors.
- 4.2. It is on the basis of these terms and conditions that Justin Bucknell Electrical will commence work on the Goods or Services being offered. These terms and conditions will be deemed to have been accepted if notice of non-acceptance is not received by **Justin Bucknell Electrical Limited** by the time of the project commencement.
- 4.3. **Justin Bucknell Electrical Limited** reserves the right not to commence the service even after written acceptance if in its opinion any circumstances have changed since the quotation was provided.

## 5. Contractual Price

- 5.1. In consideration for the provision of Goods or Services the Client shall pay to Justin Bucknell Electrical Limited the sum outlined in the Estimate/Quotation plus VAT and mandatory taxes at the

prevailing rate. Where the Contract is a long term agreement then apart from negotiation and agreement prior to the contractual anniversary, it is agreed the sums outlined in the Estimate will be increased by the higher of 5% or the Retail Prices Index at the time of renewal as published by the Office for National Statistics.

- 5.2. The Client will pay Justin Bucknell Electrical Limited in accordance with the following schedule:
  - (a) In line with the payment terms laid out in the Submission.
  - (b) Within the payment terms indicated on the invoice.
- 5.3. Invoices will be raised in accordance with the agreed timetable as outlined within the Submission or as interim applications for work completed at 7 day intervals unless agreed to the contrary. Payment against all invoices, or undisputed portions thereof, to be made strictly within the appropriate timescales detailed in 5.2 above. **Justin Bucknell Electrical Limited** will issue a without prejudice credit note against valid disputed items pending timely resolution of the issue, and assuming immediate payment of the subsequently agreed balance. Late payment of any valid charge, including those disputed and later agreed, will attract interest at the rate detailed in 5.4 below.
- 5.4. Without prejudice to any other rights available to **Justin Bucknell Electrical Limited** if any invoice remains unpaid 14 days following the due date then the outstanding balance shall attract interest (both before and after judgement) at the rate of 2% per calendar month or part thereof. We will pursue payment on two occasions and on the third attempt there will be a charge of £60+vat.
- 5.5. Where Services are provided to a Client in rented accommodation it is expressly agreed that **Justin Bucknell Electrical Limited** reserves the right to recover the balance of all outstanding accounts from the Client's deposit held with the property's managing agent.
- 5.6. **Justin Bucknell Electrical Limited** reserves the right to pass any overdue accounts to a debt collections agency, after which a further charge of 20%+VAT will be levied to cover the costs of recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.
- 5.7. Where fees are set they will be based on the following:
  - (a) A normal office working day of 8 hours per day between Monday and Friday. 08:00-16:00
  - (b) Normal weekday overtime (Monday through Friday) is charged at time and Half; Saturday and Sunday working is charged at time and one half.
  - (c) Public holiday working will be charged at two and one half times the standard hourly rate.
  - (d) Time is charged in 60 minute units, with time rounded up to the nearest unit for billing.
- 5.7.2. Where Justin Bucknell Electrical Ltd personnel are required to undertake journeys or commitments outside the normal area all expenses for travel, accommodation and associated costs will be recoverable from the Client unless otherwise agreed or included in the standard Contract rates. Any such additional expenses and other third party costs for Services requested by the Client will be uplifted by an administration charge of 30% before VAT.
- 5.7.3. All Foreign Exchange costs are to be borne by the Client and payment is to be made in the prevailing currency of the United Kingdom.
- 5.7.4. Notwithstanding despatch and the passing of risk pursuant to this Contract, all the Goods and Services provided remain the property of **Justin Bucknell Electrical Limited** until full payment as cleared funds is received by our bankers for all sums which are or may become due and owing on any account whatsoever, including debts and liabilities arising before and after the date of this Contract.
- 5.8. Until such time as title passes to the Client **Justin Bucknell Electrical Limited** shall be entitled at any time to require the Client to deliver the Goods or Services to **Justin Bucknell Electrical Ltd** at their expense. If the Client fails to deliver the Goods or Services when requested **Justin Bucknell Electrical Ltd** shall be entitled at any time to enter Customer or third party premises and repossess the Goods or Services.

## 6. Confidentiality

- 6.1.** This Contract shall be confidential and no detail shall be divulged by either party to any third party, other than external auditors, without the prior written permission of the signatories to this Contract. This provision shall apply both while this Contract is in force and afterwards.
- 6.2.** Neither party shall have an obligation with respect to any confidential information of a commercial or other nature which:
- (a) Has come into the public domain otherwise than as a result of a breach of this Contract;
  - (b) Is approved for release by written authorisation from the other party;
  - (c) Is received from a third party without similar restrictions and without breach of this Contract;
  - (d) Is disclosed pursuant to a legally enforceable requirement of a Government agency or Order of the Court.
- 7. Insurance**
- 7.1.** Our accidental damage insurance is subject to an excess of £500.00. As a result we do not provide cover for accidental damage for the first £500.00 of any loss. It is deemed the Clients responsibility to make their own insurance arrangements for this excess payment.
- 8. Liability**
- 8.1.** **Justin Bucknell Electrical Limited** will use all reasonable endeavours in ensuring its employees use reasonable skill and care in the provision of the Services.
- 8.2.** **Justin Bucknell Electrical Limited** accepts:
- (a) Liability for death and personal injury resulting from **Justin Bucknell Electrical Limited** negligence.
  - (b) Liability for negligence arising in connection with items (i) to (iii) below subject to the provision of sufficient and correct documentation by the Client and in accordance with clauses 8.3 to 8.9 inclusive:
    - i. Goods to the extent of the warranty disclosed in clauses 8.4 and 8.5.
    - ii. Services as agreed between the parties to the value of the invoiced amount of the original Service.
    - iii. Installation work which shall be limited to the lower of the invoice value of the original installation charge or the replacement cost of any lost or damaged materials and reinstating or restoring any damaged Contract work.
- 8.3.** Any liabilities in respect of claims arising in Contract, or otherwise, for losses of a consequential or contingent nature, due to faults of **Justin Bucknell Electrical Limited** are expressly excluded. For the purposes of this clause consequential or contingent loss includes, but shall not be limited to, loss of anticipated profit, loss by reason of plant shutdown, loss of production, loss of business, loss of savings, loss of Contract, increased insurance costs, damage to equipment, plant, stock, buildings, fixtures or fittings, liquidated damages or late payments on any contracts, business interruption, non-operation or increased expense of operation of other equipment or Services or other costs, expenses or losses, real or notional.
- 8.4.** **Justin Bucknell Electrical Limited** warrants that it will, so far as it is able, give the Client the benefit of the express guarantee or warranty by its supplier or the manufacturer of the goods and of any rights, which Justin Bucknell Electrical Limited has against the manufacturer or supplier. This is the sole extent of any goods warranty and to apply for such warranty benefit the Client must notify **Justin Bucknell Electrical Limited** in writing.
- 8.5.** These warranties shall be rendered invalid where the Goods are misused, altered, modified, improperly maintained or used after a defect has been, or ought to have been, reasonably discovered.
- 8.6.** This warranty is not capable of assignment by the Client and applies solely to the Client and not to any other companies, businesses or individuals.
- 8.7.** Any condition or warranty which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise is hereby expressly excluded.
- 8.8.** Where Goods are despatched by **Justin Bucknell Electrical Limited** to the Client, risk shall pass at the time of despatch. **Justin Bucknell Electrical Limited** accepts no liability for loss or damage caused by any courier. It is recommended that the Client fully insures his goods at all times. Some couriers may offer an extended liability relative to the value of the goods in transit if the Client confirms their requirement for this option and advises the value of goods in a timely fashion ahead of intended despatch. This will be subject to an additional charge per requirement as a third party cost.
- 8.9.** All advice/aftercare instruction is given in good faith and **Justin Bucknell Electrical Limited** accepts no responsibility for misinterpretation of advice or poor practice by the Client in relation to the aftercare of the installation.
- 8.10.** In all cases the Client agrees that the maximum liability **Justin Bucknell Electrical Limited** will have under any circumstance will be limited to the insurance cover they have in place. **Justin Bucknell Electrical Limited** agrees to maintain insurance cover through a reputable insurance company and will provide a verification schedule of insurance policies upon request. The Client agrees in all cases to hold **Justin Bucknell Electrical Limited** harmless for liability above the insurance level and to indemnify **Justin Bucknell Electrical Limited** for all claims and costs above this level. **Justin Bucknell Electrical Limited** agrees that the Client can request additional insurance cover and this will be provided as an extra cost on the Contract.
- 9. Damage, Loss and Complaints**
- 9.1.** **Justin Bucknell Electrical Limited** will not be liable for damage to fixtures or fittings, where such articles are already damaged or for damage arising from faulty construction or condition of the premises, or to articles not usually found upon the premises, unless **Justin Bucknell Electrical Limited** expressly agrees to such liability in writing upon the terms to be agreed between **Justin Bucknell Electrical Limited** and the Client.
- 9.2.** **Justin Bucknell Electrical Limited** will not be liable for any loss, damage or injury:
- (a) Arising from the breaking or disintegration, during performance of the Contract, of any cracked, defective or broken part of any property of the Client.
  - (b) To any underground utilities or services not made known to us in writing before commencement.
  - (c) Resulting from adverse weather conditions, theft or fire to any part of the property, neighbouring properties, garden, house, outbuildings or its contents.
- 9.3.** **Unsatisfactory service, breakage or damage must be reported within 48 hours** from the service date. Failure to do so will entitle the customer to no refund or recovery service.
- 9.4.** Key replacement/locksmith fees are only paid if the keys are lost by a **Justin Bucknell Electrical Limited** employee. This is a locksmith liability limit of £30.00 per claim.
- 9.5.** Any reparation payment or works that may be made is solely at the discretion of The Company and admits no fault or liability. Any voluntary payment made shall be limited to the repair or replacement at **Justin Bucknell Electrical Limited** assessment of current market value.
- 10. Termination**
- 10.1.** Orders accepted by **Justin Bucknell Electrical Limited** cannot be terminated except with the written consent of **Justin Bucknell Electrical Limited**. This will not be unreasonably withheld and will be given upon terms that will indemnify **Justin Bucknell Electrical Limited** against loss.
- 10.2.** Where a service booking is made constitutes a distance Contract pursuant to the Consumer Protection (Distance Selling) Regulations 2000, the Client will have the right to cancel the Contract within 7 days of the formation of the Contract. Where the performance of the Contract has been completed within seven days, the Client forfeits their right to cancel.
- 10.3.** Subject to 10.1 this Contract may be terminated by either party providing 7 days' notice in writing.
- 10.4.** In the event of either party making a composition or arrangement with its creditors or having a proposal for the composition of debtors or scheme or arrangement approved in accordance with the Insolvency Act 1986, or having an application made for the appointment of an administrator or having a winding up Order

- passed, or a provisional liquidator, receiver, manager, administrative receiver or similar officer appointed, or possession taken, by or on behalf of the holder of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or threatening to cease carrying on business, then this Contract will terminate forthwith.
- 10.5.** Any termination of this Contract in accordance with this clause shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 11. Subcontracting**
- 11.1.** **Justin Bucknell Electrical Limited** reserves the right to assign or subcontract the whole or part of its obligations under this Contract to an authorised **Justin Bucknell Electrical Limited** subcontractor. Such Contractor will thence force observe and perform said obligations, save for the following:  
(a) **Justin Bucknell Electrical Limited** shall issue invoices, payment of which are to be made by the Client to **Justin Bucknell Electrical Limited**.
- 12. Client Responsibility**
- 12.1.** Our estimates/quotations, whether on the basis of rates, lump sum or other agreed format, assume our personnel will be afforded free and uninterrupted access in the completion of their designated task. Any serious delays incurred, which are the responsibility of the Client, and which impact significantly upon the schedule for task completion and our costs, will be considered as a variation and subject to a separate charge in accordance with our variation procedure. The Client will be informed as it becomes apparent that his failure to deliver necessary information or access reasonably in accordance with the Contract schedule will result in the need for overtime working, other additional costs and/or an extension to the deadline.
- 12.2.** Where the Client requests **Justin Bucknell Electrical Limited** employees to operate on a site for which **Justin Bucknell Electrical Limited** has no control, the Client will comply in all respects with all statutes, by- laws and legal requirements to which they are ordinarily subject to in respect of their own employees and staff, including in particular the provision of adequate Employer's and Public Liability insurance cover.
- 12.3.** The Client shall supply **Justin Bucknell Electrical Limited** with any information required under health & safety legislation including, without limitation, any special occupational qualifications or skills and any special features of the assignment affecting health & safety. The Client shall ensure that they comply with all relevant health & safety legislation in respect of the individual as if he was their employee and that the individual complies with any obligations required under such legislation.
- 12.4.** The Client shall indemnify **Justin Bucknell Electrical Limited** against any claim made by **Justin Bucknell Electrical Limited** staff in respect of any Client breach of these obligations.
- 12.5.** Where the Service is the provision of staff the individual member of staff will be under the supervision of the Client from the time they report to take up their duties and for the duration of the assignment. The Client will be exclusively responsible for defining and monitoring the Services provided by the individual.
- 12.6.** The Client is deemed to have accepted the work executed as being in accordance with the Contract unless within 48 hours of completion the Client shall have notified **Justin Bucknell Electrical Limited** that it claims such work is not in accordance with the Contract.
- 12.7.** **Justin Bucknell Electrical Limited** employees are utilised on any assignment on the understanding that the Client will not, by its agent or otherwise, and whether for itself or the benefit of any other person or organisation, offer employment, or employ **Justin Bucknell Electrical Limited** staff, or otherwise induce staff to leave their employment with Justin Bucknell Electrical Limited. This applies to all levels of **Justin Bucknell Electrical Limited** staff involved in dealing with the Client during any negotiation, assignment or ongoing work, and within twenty four months of completion of any Client project in which they have been involved. The damages for breach are set at the contractual charge-out rate for the staff member for a period of thirteen standard weeks.
- 12.8.** It is the policy of **Justin Bucknell Electrical Limited** to give the greatest importance to the Health and Safety of its employees and contractors and considers this duty to be a management responsibility greater than that of any other function. Every effort must therefore be made by the Client (where work is carried out under this Contract) to comply with all Health and Safety legislation.
- 12.9.** In Order to protect our employees, they are instructed not to enter an environment they consider to be unsafe, dangerous to health or inoperable for any reason and are instructed to withdraw from the premises and report the problem to head office. In this event, the customer will be charged 100% of the original agreed Contract fee as an abortion fee. If the service is rescheduled after the property is made safe, the Client will be charged a fee equivalent to 50% of the original agreed Contract value.
- 12.10.** The Client will ensure that all electrical appliances carrying high voltage shall be switched off or shall be in a safe condition during the performance of the Contract.
- 12.11.** The Client will provide **Justin Bucknell Electrical Limited** will full information about any hazards to health and safety that may exist and will ensure that any contractors are informed thereof on first arriving at the premises to ensure that they can carry out their work safely.
- 12.12.** The Client will ensure free and undisturbed access to the site/s during normal working hours (Monday to Friday 8am - 16.30pm).
- 12.13.** It is the Client's responsibility to ensure that adequate information pertaining to the operation of any gate entry, alarm or other such security system is provided as **Justin Bucknell Electrical Limited** will not be liable for triggering the alarm on any such system.
- 12.14.** The Client will provide, free of charge, all lighting, heating, hot water, electricity and any other facilities which may reasonably be required by **Justin Bucknell Electrical Limited**.
- 12.15.** The Client will provide, free of charge, suitable and safe accommodation for such equipment and materials as **Justin Bucknell Electrical Limited** wishes to leave on the Client's premises.
- 12.16.** Any animals and children must be secured away from our employees during the undertaking of the Contract.
- 12.17.** The removal of litter and/or dog waste is the Client's responsibility, unless otherwise agreed in the Submission.
- 12.18.** It is the Client's express responsibility to check over any play equipment or furniture before use to ensure its safe working order.
- 12.19.** The Client undertakes to participate in **Justin Bucknell Electrical Limited** Quality Control procedures.
- 13. Cancellation, Rescheduling and Aborted Appointments**
- 13.1.** 7 working days' notice is required for a cancellation or rescheduling request. Outside of this period, **Justin Bucknell Electrical Limited** reserves the right to enforce the following schedule of charges:  
(a) 5-6 notice will incur a fee of 25% of the original service charge.  
(b) 1-4 days' notice will incur a fee of 75% of the original service charge.  
(c) 24 hour to No notice given will incur an abortion fee of 100% of the original service charge.  
(d) If access is not made available at the agreed time, standing time will be charged at a rate of £60.00+VAT per hour per electrician and £30+vat per Trainee.
- 13.2.** If the inability to access a property leads to cancellation or postponement of the service, the Client will incur a charge of 100% of the original agreed value as an abortion fee.
- 13.3.** Scheduled visits may be delayed as a result of weather conditions, including drought and rain. We will endeavour to reschedule the works for a mutually convenient time and the agreed price will remain unaffected by the delay.
- 14. Operations**
- 14.1.** **Justin Bucknell Electrical Limited** employees usually work singularly or as teams of two, however we reserve the right to work in teams of any number.
- 14.2.** **Justin Bucknell Electrical Limited** cannot guarantee that the same staff will undertake the service all of the time due to holidays,

- absence and other commitments.
- 14.3.** No work will be undertaken on public holidays unless by an agreement has been reached beforehand.
- 14.4.** The term Waste refers only to waste produced by **Justin Bucknell Electrical Limited**. This typically includes off cuts of cable, chasing rubble plaster boards etc. The removal of any such waste is excluded, unless otherwise agreed in writing.
- 14.5.** **Justin Bucknell Electrical Limited** will not undertake work in areas where human or animal faeces, vermin, bodily fluids, drugs paraphernalia or other similar hazards are present.
- 15. Marketing**
- 15.1.** Express permission is granted by the Client to **Justin Bucknell Electrical Limited** allowing the use of any information relating to The Client for marketing purposes unless otherwise agreed in writing. Any such permission is:
- (a) Granted for an unlimited period of time;
- (b) Includes, but is not limited to, site photographs, Client names, Client logos, Client sites etc.
- 16. General**
- 16.1.** All technical information published or supplied by **Justin Bucknell Electrical Limited** is subject to alteration or correction without notice and does not in any way constitute a sale by description.
- 16.2.** The Client shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of **Justin Bucknell Electrical Limited**.
- 16.3.** It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership or relationship of agency between the parties.
- 16.4.** Any apparent waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.
- 16.5.** Both parties to the Contract will comply with their respective obligations under the Data Protection Act as modified from time to time.
- 16.6.** Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 17. Transfer of Undertaking (Protection of Employment) Regulations 1981**
- 17.1.** Prior to termination of the Contract, the Client is obliged to provide details of any incoming contractor for the purposes of compliance with the Transfer of Undertaking (Protection of Employment) Regulations 1981.
- 17.2.** Upon the Acceptance of the quotation, the Client agrees to indemnify **Justin Bucknell Electrical Ltd** against all claims for damages, court awards, compensation awards, legal costs, expenses, interest and any other liabilities in respect of past or present operatives directly or indirectly employed by the Client for the purpose of cleaning, grounds maintenance, property maintenance or any other similar service offered by Justin Bucknell Electrical. or otherwise carrying out such duties for the Client at the time of signing
- 18. Whole Agreement**
- 18.1.** Each party acknowledges this Contract (including Estimates and Submissions) comprises the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 18.2.** In the event of there being any inconsistency between these terms and the Estimates provided, these terms and conditions shall prevail.
- 18.3.** This Contract (including the Estimates and Submissions) supersedes any prior Contract between the parties, either written or oral, for the provision of the Services.
- 18.4.** The Client agrees to indemnify **Justin Bucknell Electrical Ltd** against all costs, claims or liabilities that may arise from any party whatsoever including, but not being limited to, its parent and associated companies, third parties and any subcontractors claiming this clause is unreasonable or unenforceable for any reason.
- 19. Disputes/Arbitration**
- 19.1.** In the event of any dispute over the quality of Service received the Client will inform the **Justin Bucknell Electrical Ltd** Managing Director in writing and via email. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within 4 weeks of receipt. All complaints with regard to quality or service delivery must be lodged within 48 hours of the event.
- 19.2.** Any dispute arising out of or in connection with the Contract shall be governed by English law and shall be submitted to arbitration by a person agreed by both parties, or nominated by a President of an appropriate body associated with this area of arbitration, and in accordance with and subject to the provisions of the Arbitration Act 1950 or as amended. All expenses associated with the arbitration will be borne by the Client unless otherwise stipulated by the Arbitrator.
- 20. Force Majeure**
- 20.1.** Neither party shall be in breach of this Contract if there is a total or partial failure of performance, duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, labour disputes of whatever nature, breakdown of plant or machinery or inability to obtain materials or staffing.
- 21. Notices**
- 21.1.** Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered post, or facsimile to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other. Any notice given by post shall be deemed to have been delivered 48 hours after posting.
- 22. Severability**
- 22.1.** If any provision of this Contract (including the Estimate/Quotation) is found to be invalid or unenforceable under any applicable law then such provision either shall be inoperative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this Contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.
- 23. Governing Law**
- 23.1.** This Contract shall be governed by and construed in accordance with English law.

###END###