

TERMS AND CONDITIONS

CARGO HANDLING AND MOORING SERVICES

1. DEFINITION

For the purposes of these terms and conditions:

Cargo Handling Services mean the services of loading, unloading, receiving, delivering, handling or storing of Goods and any associated operations performed or provided by the Service Provider to the Client.

Charges mean the charges quoted by the Service Provider for the Services.

Client means the person(s), company, firm or organisation for whom Services are performed or provided by the Service Provider.

Dangerous Space means any space on the Vessel not continuously or adequately ventilated in respect of which it is reasonably foreseeable that the atmosphere might contain toxic or flammable gases or be deficient in oxygen to the extent that it may endanger life or health of any person entering that space and shall include any space which has been fumigated.

ETA means estimated time of arrival.

Vessel's Equipment means the equipment referred to in Clause 8.1 (whether supplied by the Client or others) which will be required by the Service Provider to provide the Services.

Goods means any goods, merchandise, articles and things of any description (including any packages or containers within or by which the said cargo, merchandise, articles and things may be contained or carried), including, but without prejudice to the generality of the foregoing, fish, livestock and animals of all descriptions and also liquids and gas but excluding stores and bunkers.

Mooring Services mean any mooring services and associated operations performed or provided by the Service Provider to the Client in respect of the Vessel.

Premises mean the relevant area at the Port, including the quay, transit shed or other area (whether landside or waterside) within the Port at which the Services will be provided.

Port means the Port of Dover.

Services mean the Cargo Handling Services and the Mooring Services.

Service Provider means the Port of Dover Cargo Limited, a company incorporated in England and Wales with company number 10333520, whose registered office is at Harbour House, Waterloo Crescent, Dover, CT17 9BU.

Special Conditions mean any special conditions agreed in writing between the Service Provider and the Client for the provision of the Services.

Vessel means the vessel the Client uses to transport the Goods, whether owned, chartered, operated or leased by the Client

2. SUPPLY OF THE SERVICES

2.1. The Service Provider will provide the Services in accordance with these Terms and Conditions and, where relevant, the Special Conditions. In the event of any conflict, or apparent conflict, between the Special Conditions and these Terms and Conditions, the Special Conditions shall prevail.

2.2. For the avoidance of all doubt, the Service Provider is not an agent or employee of the Client. All employees or other third party employed in the performance of the Services are either employees of the Service Provider or its subcontractors at all times and have no direct relationship with the Client.

3. WARRANTIES

3.1. The Client warrants that it has power to enter into the agreement for the Services based on these Terms and Conditions and that it has obtained all necessary approvals to do so either as principal or as agent in

which event the Client is fully authorised to legally bind both the Client and its principal and to accept these Terms and Conditions on behalf of itself and of its principal. Unless otherwise expressly agreed in writing with the Service Provider, any Client acting as agent for or on behalf of any other person shall accept joint and several liability with his principal for all charges dues and other sums payable to the Service Provider.

3.2. The Client shall ensure that any agreement, contract or other arrangement made between the Client and (i) the owner or operator of any Vessel, road or rail vehicle, (iii) the supplier

of any transportation services, (iv) the owner of (or person or persons interested in) any Goods, or (v) any other sub-contractor or agent of the Client in connection with which or to whom Services are performed or provided by the Service Provider contains identical terms, conditions and limitations of liability as are expressed herein, for the benefit of the Client both on its own behalf and as agent for the Service Provider. Where any Client fails to comply with this provision, the Client shall indemnify the Service Provider against all proceedings, claims and expenses (including legal costs on a full indemnity basis) arising out of or pursuant to such failure to comply.

3.3. The Client is deemed to warrant that:

- a) the description of the Goods provided under Clause 4.1 is accurate in all material respects;
- b) the Goods are safely and securely packed in compliance with relevant statutory regulations or official and recognised standards and in a fit and proper condition for the Service Provider to supply the Services.

4. CLIENT'S OBLIGATIONS

4.1. Unless agreed otherwise in writing with the Service Provider, the Client must give the Service Provider not less than 3 days' preliminary and 1 day's final notice of:

- a) the relevant details of the Vessel;
- b) the Vessel's ETA; and
- c) adequate description of the Goods including their packaging, weight, content, measure quality, condition, marks and quantity,

by email to fdwg@dovercargo.co.uk. All changes to any information previously notified must be promptly notified by the Client to the Service Provider using the same email address.

4.2. The Client must at the time of sending the information required under Clause 4.1 above, notify the Service Provider if any of the Goods require any special handling.

4.3. The Client must ensure that the Service Provider is given reasonable access and control over areas of the Vessel or to the Vessel's Equipment reasonably needed by it to properly perform the Services.

4.4. When the Client is acting as the carrier of Goods, then the Client shall procure that:

- a) the persons requiring any Vessel carrying bulk cargoes (which expression shall include but not limited to all cargo requiring to be discharged by grabbing cranes or the like or similar appliances or means) to be discharged, must disclose in writing to the Cargo General Manager full details, to the satisfaction of the Cargo Services Manager, of the situation of all obstructions existing in the hold of the Vessel prior to the commencement of the discharge. The Client shall indemnify the Service Provider in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Service Provider as a result of or in connection with the failure to make such a disclosure or if such disclosure is made, as a result of inadequacy or inaccuracy of such disclosure, except where such

TERMS AND CONDITIONS

CARGO HANDLING AND MOORING SERVICES

liability, loss, damages, costs and expenses (including legal expenses) arises as result of personal injury caused by the negligence of the Service Provider;

- b) the Master of the Vessel immediately after berthing the Vessel, advise the Cargo General Manager or any of member of staff appointed by him of any Dangerous Space within the Vessel.

5. THE SERVICE PROVIDER'S OBLIGATIONS

- 5.1. Subject to these Terms and Conditions, the Service Provider will provide supervision, labour, plant and equipment, as available, to provide the Services for the duration as agreed between the Service Provider and the Client. Notwithstanding the time agreed for the commencement of Services, the Cargo Handling Services will commence once the Vessel is berthed safely at the Premises.
- 5.2. The Service Provider will perform or provide the Services as the Service Provider in its reasonable discretion considers appropriate and expedient for each Vessel or for the particular Goods, unless instructed to the contrary in writing by the Client.
- 5.3. The Service Provider will use such plant and equipment as it considers suitable for the type of Goods and/or Vessels being handled.
- 5.4. Without prejudice to the generality of the foregoing, where it becomes exceptionally difficult to provide the Services due to unsoundness of the Goods, bad or collapsed stowage, damage to the Goods or the Vessel or other matter creating exceptionally difficult working conditions (including but not limited to adverse weather conditions) then the Service Provider may in its absolute discretion elect whether to perform or provide or continue to perform or provide the Services. If it should so elect and inform the Client, then the Service Provider will not be liable for any loss or damage whatsoever howsoever caused (including where caused by the negligence of the Service Provider, its employees, agents or independent contractors) to the Goods or the Vessel including any claim for loss of use or loss of a particular market and the Client shall indemnify the Service Provider against all proceedings claims and expenses arising out of or consequent on any such election by the Service Provider including all proceedings claims and expenses relating to the handling of Goods on the quay or in a transit shed. The Service Provider by reason of its specialised knowledge shall be the sole arbiter as to whether (i) a cargo is exceptionally difficult to work, or (ii) the prevailing weather conditions permit the Services to be provided.
- 5.5. The Service Provider shall immediately notify the Client of any property damage or of any illness, injury or death of any person which occurs during its operations and shall cooperate fully with the Client in developing full and complete information about the facts and circumstances of the occurrence and the nature and extent of the resulting damages or injuries.
- 5.6. All times agreed for the performance or provisions of the Services are approximately only (notwithstanding any representation made by any employee or agent of the Service Provider) and the Service Provider will have no liability for its failure to meet any such times.
- 5.7. Any appointment made with the owner of a vehicle or with the Client or their respective employees, servants or agents for the receipt from vehicle of Goods for shipment, or for the delivery of Goods to vehicle, at any particular time or within a particular interval of time shall (notwithstanding any representation made by any employee or agent of the Service Provider) be construed merely as the anticipated time when the Goods may be received or delivered and shall not oblige the Service Provider to accept such Goods (nor refrain from

- 5.8. accepting other Goods) at that time nor determine the order in which vehicles may unload or load. No liability shall attach to the Service Provider in consequence of any failure to permit the loading or unloading of any vehicle at or within a particular time or interval of time, including any time or interval of time expressly stated pursuant to these Terms and Conditions, notwithstanding any representation made by any employee or agent of the Service Provider, and the Client shall release and indemnify the Service Provider from and against such liability.

6. WORKING PERIODS

- 6.1. Unless agreed otherwise in writing with the Service Provider, the Services will be provided during the following working periods:
- Normal Hours - Monday to Friday from 0600 hrs to 2200 hrs (excluding any UK Bank Holiday)
- On Client's request, the Service Provider may agree to provide the Services outside of the Normal Hours subject to additional Charges.

7. LOST TIME

- 7.1. Where labour has been arranged by the Service Provider in reliance on the Vessel's final ETA given to the Service Provider pursuant to Clause 4.1 and time is lost consequent on a Vessel's late arrival or non arrival at the Premises for whatever reason, then the period of working time with labour standing by will be charged for as specified in Clauses 7.2.
- 7.2. Time lost will be calculated as follows:
- a) for Mooring Services, time lost will be deemed to commence at the time for which labour has been arranged and to cease when the Vessel arrives at the relevant berth at the Port; and
 - b) the Cargo Handling Services, time lost will be deemed to commence at the time for which labour has been arranged and to cease when a Vessel is safely secured at its intended berth and ready to work, or, if later, on the termination of the period for which labour has been arranged.
- 7.3. The time lost calculated shall be charged to the Client at the rates specified by the Service Provider.

8. VESSEL'S EQUIPMENT

- 8.1. The Client must ensure that the Service Provider has, without any charge:
- a) the full use of all lighting, cranes, gantries, winches, derricks, runners and tackle on the Vessel;
 - b) access to full power supply to use such equipment and for lighting at all times; and
 - c) use of all necessary standing and running gear, hatch and winch tents, gear and dunnage;
- 8.2. The Client must satisfy itself that the Vessel's Equipment is maintained in good working order before use by the Service Provider and must ensure that the ship owner produces to the Service Provider a current certificate of test for such equipment and gear showing the same meets the requirements of any statute, order or regulation then in force within the United Kingdom.
- 8.3. To the extent that the Vessel's Equipment is not available to the Service Provider or is not maintained or certified in the manner specified in Clause 8.2, the Service Provider will be at liberty at its discretion and subject to availability to supply the same at the expense of the Client in accordance with the Service Provider's standard rates current from time to time.
- 8.4. The Client shall indemnify the Service Provider against any claim in relation to any accident howsoever arising out of or caused or contributed to by any defect in the Vessel Equipment

TERMS AND CONDITIONS CARGO HANDLING AND MOORING SERVICES

9. DOCUMENTATION

- 9.1. All manifests shipping notes/advices, consignment notes, packing lists, documents of title and instructions and orders concerning the Services must be lodged in writing with the Service Provider between the hours 0830 to 1700 Monday – Thursday inclusive and between the hours of 0830 to 1600 on Friday and not less than 72 hours (excluding UK Bank Holidays) before the relevant service is required to be or is to be performed or provided.
- 9.2. Any tally of goods prepared by the Service Provider in connection with the loading or discharging of any Vessel or vehicle shall be the property of the Service Provider which shall not be under any obligation to disclose such document to any other party. The accuracy of any document based whether wholly or partially upon such tallies shall not be presumed by any other party unless and until such accuracy is confirmed by the Service Provider in respect of the document in question.
- 9.3. The Service Provider's outturn reports showing the quantity of goods delivered and damage thereto shall be deemed to be the quantity and condition of the Goods when landed.
- 9.4. Where Goods received from a vessel and delivered to its owner are damaged or are less than the quantity stated on the relevant bill of lading (or similar document evidencing receipt, including waybill), the owner of the Goods may request the Service Provider in writing to provide within a reasonable period of time an outturn for the Goods described on the bill of lading applicable thereto for the purposes of assisting him in making a claim in respect of the alleged damage or shortfall.

10. DELIVERY OF GOODS

- 10.1. No Goods will be available for delivery by the Service Provider until such time as H.M. Revenue & Customs clearance has been obtained in respect thereof. Unless agreed otherwise with the Service Provider, responsibility for the clearance of goods with H.M. Revenue & Customs rests with the owner of the Goods.
- 10.2. Any customs clearance service, booking of freight and procuring and arranging for the carriage, by the Service Provider will be undertaken under the Standard Trading Conditions of the British International Freight Association (BIFA), copies are available on request.
- 10.3. Delivery orders in respect of Goods to be delivered by the Service Provider shall be lodged with the Service Provider by or on behalf of, the owner of the Goods.
- 10.4. On no account will Goods be delivered by the Service Provider without production of delivery order issued by, or on behalf of, the Client in his usual form authorising such delivery and in the case of sub-orders issued by or on behalf of the owner of the Goods named in the original delivery order and being in a form satisfactory to the Service Provider and authorising such delivery.
- 10.5. If the document of title is lost, or there is an irregularity, the Service Provider will not deliver the Goods until it is satisfied that the person claiming delivery is entitled to delivery and against an indemnity by a bond or otherwise as the Service Provider may require by or on behalf of the person taking delivery of the Goods.

11. NON-REMOVAL OF GOODS

- 11.1. Where any Goods are not collected or shipped within the time agreed between the Service Provider and the Client, the Client shall pay to the Service Provider such sums as the Service Provider shall determine in relation to the work performed by the Service Provider for the removal (whether to deliver to the owner of the Goods or ship back to the Client or dispose in the manner instructed by the Client or transfer to another location) of the Goods from the Premises.
- 11.2. Where no instruction is received by the Service Provider for the removal of the Goods, the Service Provider may

exercise its rights for the disposal of such Goods under Article 28 of the Dover Harbour Revisions Order 2006.

12. WAREHOUSING

- 12.1. Pending forwarding or delivery, Goods may be warehoused or otherwise held at any place or places at the sole discretion of the Service Provider.
- 12.2. All warehousing undertaken by the Client is subject to the United Kingdom Warehousing Association Conditions of Contract. Copies are available on request.
- 12.3. The following additional conditions are applicable to Goods stored in the Service Provider's temperature controlled stores and cool stores:
- a) The Service Provider will not accept Goods that require any special treatment unless by prior agreement with the Service Provider and then only if the Goods are accompanied by written instructions. Clients requiring special treatment for any Goods must specify in the written instructions exactly what treatment is required. The Service Provider will not be liable for any damage caused to the Goods from following such instructions.
 - b) Goods shall be presented in good and wholesome condition, and in the form and at such temperature as may be required by statute or any relevant regulations.
 - c) Goods which in the reasonable opinion of the Service Provider appear either not to be in good and wholesome condition or to be likely to cause personal injury or damage to other Goods or property, must be removed by the Client forthwith on receipt of notice requiring the same.
 - d) If speedy removal is required to mitigate such damage, the Service Provider may at the Client's expense and risk arrange for alternative storage or disposal or, if appropriate, destruction of such Goods.
- 12.4. The Client will be liable to the Service Provider for, and shall indemnify the Service Provider in respect of, all claims against and damage, cost and expenses suffered or incurred by the Service Provider in consequence of the condition of the Goods.
- 12.5. When Goods are presented to the Service Provider for storage, it shall be entitled to open packages to ascertain whether or not there exists any deficiency in the Goods.
- 12.6. If, as a result of the presence or handling of the Goods, the Service Provider incurs any expenses in complying with the Prevention of Damage by Pests Act 1949, or in complying with any other statutory duties or with EC Directives imposed from time to time in relation to the Goods, then the Service Provider shall be entitled to recover from the Client the expense incurred in complying with the said statutory duties.

13. HAZARDOUS GOODS

- 13.1. No Goods of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature or other dangerous substances as enumerated in the International Maritime Dangerous Goods will be handled by the Service Provider except with the consent of the Service Provider and in accordance with statutory and the Service Provider's directions and regulations governing the handling of such goods.
- 13.2. All extra costs charges and expenses incurred by the Service Provider in handling Goods of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature or other Dangerous Substances shall be repaid by the Client.
- 13.3. The Client shall be responsible for and shall indemnify the Service Provider against all injury, loss or damage however and whenever caused and against all claims

TERMS AND CONDITIONS CARGO HANDLING AND MOORING SERVICES

whatsoever made against the Service Provider for which they may be or become liable in respect of death or injury to persons or loss of or damage to property or delay arising out of, caused or contributed to by a failure to comply with the conditions, directions and regulations referred to in Clause 13.1.

14. PAYMENT TERMS

- 14.1. All Charges are due and payable within 30 days from the date of invoice. Such Charges must be paid without reduction or deferment on account of any claim, counterclaim or set off.
- 14.2. All payments made to the Service Provider will be paid into the following specified bank account:
Lloyds Bank plc
Sort: Code 30-93-34
Account no: 58183960
- 14.3. Where the Charges are not paid by the due date, the Service Provider may charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Notwithstanding the foregoing, the Service Provider reserves the right to require a deposit of 80% of the estimated total charges for the Services to be performed or provided, before the commencement of such services and which deposit shall be payable on demand and failing receipt of which such services will not be commenced.
- 14.4. Without prejudice to its rights under Clause 15, the Service Provider shall have the absolute right to suspend the provision of the Services until all amounts payable to the Service Provider by the Client have been paid in full.

15. LIEN

- 15.1. All Goods (and documents relating to Goods) will be subject to a general lien for all monies due from the Client to the Service Provider.
- 15.2. If any monies due to the Client are not paid within one calendar month after notice has been given to the Client that such Goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Service Provider and at the expense of the Client. All proceeds of the sale will be applied in or towards of the debt owned by the Service Provider.
- 15.3. Where the Goods are liable to perish or deteriorate, the Service Provider will have the right to sell the or dispose of or deal with the Goods immediately subject only to the Service Provider taking reasonable steps to bring to the Client's attention its intention to sell or dispose of the Goods before doing so.

16. INDEMNITIES

- 16.1. The Client undertakes to indemnify the Service Provider against all such actions, claims, costs and demands in respect of any loss, injury, accident or damage of whatsoever nature which may arise out of or in connection with:
- (a) the presence of the Goods and/or Vessel at the Premises; or
 - (b) a breach of any of the Client's warranties and undertakings under these Terms and Conditions; or
 - (c) the conditions of the Goods and/or Vessels and/or Vessel's Equipment on presentation to the Service Provider in breach of these Terms and Conditions, except in so far as such personal injury or loss of life shall be proved to be due to the negligence of the Service Provider.

17. LIMITATION OF LIABILITY

- 17.1. The Service Provider will not be liable under these Terms and Conditions for any loss or damage to any Vessel, Vessel's Equipment, any Goods, or other property of the Client unless such loss or damage is caused by the

- negligence of the Service Provider, its employees, agents or representatives and such loss or damage exceeds £150.00 per occurrence.
- 17.2. For the avoidance of all doubt, in no case shall any liability of the Service Provider howsoever arising and notwithstanding that the circumstances or cause of loss or damage may be unexplained:
- a) in respect to Goods, exceed the value of the Goods or a sum at the rate of £100 per tonne weight of that proportion of the Goods in respect of which a claim may arise, whichever shall be the lesser;
 - b) in respect to any Vessel or Vessel's Equipment or to other property of the Client exceed £1,000,000 per occurrence.
- 17.3. Without prejudice to the generality of the foregoing provisions, the Service Provider will not in any event be under any liability for delay or consequential or pecuniary loss or loss of market, howsoever caused or for any loss, damage or expense arising from or in any way connected with the marks, weights, numbers, brands, contents, quality or description of any Goods howsoever caused.
- 17.4. The Service Provider shall be freed and discharged from all liability in respect of any loss or damage to any Vessel or Goods or Vessel's Equipment or any other matter or thing unless:
- a) notification of a claim in respect of such loss or damage be made in writing to the Service Provider within 30 days of the date when the Client has or ought reasonably to have learned of the occurrence causing such loss or damage or from which such loss or damage arose (so as to enable the Service Provider to expeditiously commence investigations into the alleged loss or damage) and the amount of the said loss or damage be submitted in writing to the Service Provider within three months after the said occurrence; and
 - b) proceedings are brought within twelve months of the said occurrence.
- In the case of loss of or damage to any Vessel or any other property of the Vessel owner, the Client must ensure that the Service Provider is granted full access to the Vessel and reasonable facilities to survey all such loss or damage.
- 17.5. In the case of latent loss or damage to Goods, the Service Provider shall be discharged from all liability unless notice of such loss or damage and the particular nature thereof has been given to the Service Provider immediately after the Client has been notified of or becomes aware of or should reasonably have become aware of such loss or damage but in any event not later than 30 days after the loading or discharging of the Goods by the Service Provider or 14 days after delivery of the Goods to final consignee whichever shall be the earlier.
- 17.6. Notwithstanding the above, the Service Provider shall in addition have the right in any circumstances to rely on any relevant statutory provisions providing for limitation or exclusion of liability.
- 17.7. The employees, independent contractors and agents of the Service Provider shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. The Service Provider, in undertaking the Services, does so on its own behalf and as agent for all its employees and agents.
- 17.8. For the purposes of this Clause, the value of the Goods shall be taken to be the market price of Goods of the same kind and quality immediately before the deficiency, loss, damage, misdelivery or delay arose or took place.

18. INSURANCE

All Goods at or on the Premises are the sole responsibility of the Client in every respect and shall at

TERMS AND CONDITIONS

CARGO HANDLING AND MOORING SERVICES

all times remain at the entire risk of the Client. The Client is advised to make arrangements to obtain insurance cover for the Goods and shall procure that any Vessel using the Port pursuant these Terms and Conditions is insured against all risks of loss or damage to their full replacement value and to cover their legal liability.

19. TERMINATION

The Service Provider may terminate the Services at any time and without any liability whatsoever where the Client is in breach of its obligations under these Terms and Conditions and has persistently failed to remedy same on being notified by the Service Provider.

20. EFFECT OF TERMINATION

20.1. Where the Services are terminated pursuant to Clause 19.1 above or if provision of the Services is terminated by the Client without cause before the intended expiry of the agreed duration pursuant to Clause 5.1 above, then the Client will:

- a) use all reasonable endeavours to enable the Service Provider to terminate its provision of the Services by the due date of termination;
- b) continue to pay all sums due hereunder in accordance with these Terms and Conditions for so long as the Services continue to be provided; and
- c) pay the Service Provider any costs reasonably incurred by the Service Provider in terminating the Services earlier than the agreed date, such cost will include, without limiting, vehicle and plant leased by the Service Provider to provide the Services provided the Service Provider uses reasonable endeavours to minimise such costs

21. FORCE MAJEURE

The Service Provider shall not be held liable for any delays in the completion or performance of the Services due to causes beyond the control and without the fault or negligence of the Service Provider, including but not limited to Acts of God, War, Government regulations, Civil Commotion, Riots, Fires, Floods, Earthquakes, Strikes or Lockouts beyond the control of the parties to this Agreement.

22. CONFIDENTIALITY

22.1. Neither the Client nor the Service Provider shall disclose any information to third parties about the Client or the Service Provider's activities, including but not limited to customer lists, manifests, commodity details, zero damage reports and other confidential data, concerning

the Client's or the Service Provider's business, excluding cargo details required for wharfage calculation, and shall not use such information competitively against the Client or Service Provider as the case may be.

22.2. Either the Service Provider or the Client may disclose the other party's confidential information:

- a) to those of its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that party's obligations under these Terms and Conditions. The Service Provider and the Client shall ensure that its employees, officers, representatives or advisers to whom it discloses such information comply with this Clause 21; or
- b) as may be required by law, court order or any governmental or regulatory authority.

22.3. Neither the Service Provider nor the Client shall use any of the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

23. MISCELLANEOUS PROVISIONS

23.1. These terms may be altered or varied at any time by the Service Provider as it may consider appropriate from time to time in such manner and in such respects as the Service Provider may consider desirable.

23.2. All notices to be given under these terms must be in writing, unless specifically stated otherwise, and shall be deemed to have been duly given when delivered by mail or email to the other party.

23.3. Subject to Clause 2.1 above, these Terms and Conditions prevail over and apply to the exclusion of any terms and conditions proposed by the Client (whether in writing or otherwise) and any terms implied by trade, custom or practice unless specifically agreed to in writing by the Service Provider.

24. ACCEPTANCE

Use of the Services by the Client shall be deemed to constitute notice of and acceptance of these Terms and Conditions.

25. GOVERNING LAW AND JURISDICTION

25.1. This Agreement and its subject matter shall be governed by, and construed in accordance with the law of England and Wales.

25.2. Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject the exclusive jurisdiction of the English Courts.