

THE MET OFFICE
STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES

The Customer's attention is drawn in particular to the provisions of clauses 5 and 10.

AGREED TERMS:-

1. Interpretation

The definitions and rules of interpretation in this clause apply in these Terms and the Order Confirmation.

1.1. Definitions

"Affiliate" shall mean each and any subsidiary or holding company of the Customer and each and any subsidiary of a holding company of the Customer (and the expressions "holding company" and "subsidiary" shall be construed in accordance with s 1261(1) of Companies Act 2006 and any re-enactment or modification to it).

"Business Day" shall mean a day other than a Saturday, Sunday, or public holiday in England.

"Confidential Information" shall mean all confidential information in whatever form or manner presented that relates to either Party's past, present, or future a) operations; b) business, business plans, and business opportunities; and c) scientific and technical research and development work. This includes but is not limited to, details of its organisation, personnel, markets, suppliers, customers, prospective customers, contractors, financial data, IT (hardware and software), know-how, trade secrets, intellectual property, technical and non-technical materials, operations, processes, product information, sales and marketing plans and strategies, designs, other non-public information, and any discussions and proceedings relating to any of the foregoing.

"Contract" shall mean the contract between the Met Office and the Customer for the supply of the Services, consisting of the Order Confirmation and the Terms.

"Customer" shall mean the person identified in the Order Confirmation.

"Deliverables" shall mean those documents, materials, and products delivered by the Met Office or its agents, subcontractors, consultants, and employees in relation to the Services in any form, including computer programs, data, reports, and specifications (including drafts) and whether delivered in writing (including by SMS, email, or fax) or orally.

"Insolvency Event" shall mean in relation to the Customer any of the following events:

- (a) a meeting of the creditors of that person being held for an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement) being proposed by or in relation to that person;
- (b) a charge holder, receiver, administrative receiver, or other similar person taking possession of or being appointed over or any distress, execution, or other process being levied or enforced (and not being discharged within 7 days) on the whole or a material part of the assets of that person;
- (c) that person ceasing to carry on business, failing to pay its debts as they fall due, or being deemed to be unable to pay its debts;
- (d) that person or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing, or making an application to the court for the appointment of, an administrator;
- (e) a petition being presented (and not being discharged within 28 days), a resolution being passed, or an order being made, for the administration, winding up, bankruptcy, or dissolution of that person; or
- (f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

"Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade names, business names, domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Met Office" shall mean the Met Office, whose address is Fitzroy Road, Exeter, Devon, EX1 3PB, for and on behalf of the Secretary of State for Science, Innovation and Technology of the United Kingdom of Great Britain and Northern Ireland.

"Order Confirmation" shall mean the Met Office's confirmation of the terms of the Contract, issued in writing and signed by the Met Office.

"Permitted Use" shall mean the extent to which the Met Office shall permit the Customer to use the Deliverables as specified in the Order Confirmation.

"Sanctions" shall mean any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

"Sanctions Authority" shall mean the UK, the United Nations (UN) and any other governmental authority with jurisdiction over the Met Office or the Customer, or any part of its business or operations, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including without limitation the UN Security Council, His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation, the Department of Business and Trade and the Export Control Joint Unit.

"Sanctions List" shall mean any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including, without limitation, the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

"Sanctions Proceedings" shall mean any actual or threatened litigation, arbitration, settlement or other proceedings including alternative dispute resolution, criminal and administrative proceedings; or investigation, inquiry, enforcement action including the imposition of fines or penalties by

any governmental, administrative, regulatory or similar body or authority, in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

"Sanctions Target" shall mean a person that is listed on a Sanctions List, owned or controlled by a person listed on a Sanctions List; or a resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or, otherwise identified by a Sanctions Authority as being subject to Sanctions.

"Services" shall mean the services to be provided by the Met Office, including any Deliverables, under the Contract as specified in the Order Confirmation, together with any other services that the Met Office provides, or agrees to provide, to the Customer.

"Terms" shall mean these terms and conditions.

- 1.2. Headings in this Contract shall not affect its interpretation.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. References to a Party or Parties shall mean a Party or Parties to the Contract.
- 1.5. A reference to a statute or statutory provision is a reference to it as it is in force in the United Kingdom for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. Any phrase introduced by the terms **including, include, in particular**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7. A reference to writing includes email.
- 1.8. Unless the context requires otherwise words in the singular shall include the plural and vice versa.
- 1.9. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2. Basis of Contract

- 2.1. These Terms shall:
 - 2.1.1. apply to and be incorporated into the Contract; and
 - 2.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, acceptance of a quotation, specification, or other document supplied by the Customer, or implied by law, trade custom, practice, or course of dealing.
- 2.2. The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Met Office, constitutes an offer by the Customer to purchase the Services on these Terms. No offer placed by the Customer shall be accepted by the Met Office other than:
 - 2.2.1. by the issue of the Order Confirmation by the Met Office; or
 - 2.2.2. (if earlier) by the Met Office starting to provide the Services,
when a contract for the supply and purchase of the Services on these Terms shall be established. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in any purchase order or other document shall not govern the Contract.
- 2.3. Quotations are given by the Met Office on the basis that no Contract shall come into existence except in accordance with clause 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Met Office has not previously withdrawn it.
- 2.4. If any of these Terms are inconsistent with any term specified in the Order Confirmation, the Order Confirmation shall prevail.

3. Commencement and duration

- 3.1. The Services supplied under the Contract shall be provided by the Met Office to the Customer from the Service Start date as specified in the Order Confirmation.
- 3.2. Subject to clause 12, the Services supplied under the Contract shall continue to be supplied for the period specified in the Order Confirmation.

4. Met Office's obligations

- 4.1. The Met Office shall use reasonable endeavours to:
 - 4.1.1. perform the Services, and to provide the Customer with the Deliverables, in accordance in all material respects with the Order Confirmation; and
 - 4.1.2. meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.2. From time to time it may be necessary to change the content of the Services ordered by or provided to the Customer. If the Met Office is not able to provide the Services as set out in the Order Confirmation, it shall contact the Customer to offer the next nearest alternative. If the proposed alternative is not accepted by the Customer, the Customer may cancel or terminate the Contract without any liability to the Met Office.

5. The Warranties - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 5.1. The Met Office warrants that it is authorised by the Controller of His Majesty's Stationery Office and any relevant third party to grant licences to make use of the Deliverables.
- 5.2. The Met Office aims to ensure that the content of the Services is accurate and consistent with its current scientific knowledge and practice. However, the science that underlies meteorological forecasts and climate projections is constantly evolving. Therefore, any element of the content of the Services that involves a forecast or a prediction should not be relied upon as if it were a statement of fact.
- 5.3. The Met Office does not warrant that the Deliverables will be fit for the Customer's intended use and the Customer is responsible for undertaking its own evaluation exercise before choosing to rely upon the content of the Deliverables.
- 5.4. Other than the warranties expressly set out in these Terms and/or specified in the Order Confirmation, the Met Office excludes all warranties or representations (express or implied) including any in respect of the accuracy, compatibility, performance, or fitness for purpose of the Services to the fullest extent permitted by applicable law.

6. Customer's obligations

6.1. The Customer shall:

- 6.1.1. co-operate with the Met Office in all matters relating to the Services; and
- 6.1.2. provide to the Met Office, in a timely manner, any documents, specifications, reports, and other information as the Met Office may reasonably require in relation to the performance of its obligations.
- 6.2. If the Met Office's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer and/or the Customer's agents, subcontractors, consultants, or employees, the Met Office shall not be liable for any costs, charges, or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

7. Price and payment

- 7.1. In consideration of the provision of the Services by the Met Office, the Customer shall pay the price as specified in the Order Confirmation. Prices are liable to change at any time, but price changes shall not affect orders for which the Met Office has issued an Order Confirmation.
- 7.2. All prices quoted to the Customer shall be exclusive of VAT, which the Met Office shall add to its invoices at the appropriate rate where applicable.
- 7.3. The Customer shall pay each invoice submitted to it by the Met Office, in full and in cleared funds, within 30 days of the date of the Met Office's invoice.
- 7.4. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Met Office by the due date, the Met Office may:
 - 7.4.1. claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 7.4.2. suspend all Services until payment has been made in full.
- 7.5. Time for payment shall be of the essence of the Contract.
- 7.6. All sums payable to the Met Office under the Contract shall become due immediately on its termination, despite any other provision. This clause 7.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 7.7. The Customer shall bear the exchange rate risk in respect of any payment charges agreed in writing to be received by the Met Office in foreign currencies.
- 7.8. The Met Office may, without prejudice to any other rights it may have, set off any liability of the Customer to the Met Office against any liability of the Met Office to the Customer.

8. Ownership of Deliverables and Licence for the Permitted Use

- 8.1. All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Met Office (on behalf of the Crown) and its licensor(s). All Deliverables licensed under the Contract remain the property of the Met Office (on behalf of the Crown) and, if applicable, its licensor(s). The Customer's right to use the Deliverables for the Permitted Use shall not give it any ownership rights or other interest in any of the Deliverables.
- 8.2. The Met Office grants the Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use, copy, and adapt the Deliverables solely for, and to the extent permitted by, the Permitted Use.
- 8.3. No right or licence is granted by the Met Office to the Customer except as expressly set out in this clause 8.
- 8.4. The Customer agrees:
 - 8.4.1. to take all reasonable steps to prevent any damage to or infringement of the Met Office's Intellectual Property Rights; and
 - 8.4.2. not to sub-licence, distribute, sell, or otherwise make the Deliverables available to third parties other than to the extent of the scope of the Permitted Use.
- 8.5. Where the Permitted Use allows the Customer to reproduce or publish the content of the Deliverables, the reproduction or publication must contain a Crown Copyright acknowledgement in the following form:

where the reproduction will be wholly within the UK:

"© Crown copyright [followed by year of first publication], Met Office"

OR

where the reproduction will occur outside the UK:

"© British Crown copyright [followed by year of first publication], Met Office"
- 8.6. The words "Met Office" and the Met Office device and logos are registered trade marks in the United Kingdom, the European Union, and other countries. These trade marks are the property of the Secretary of State for Science, Innovation and Technology of the United Kingdom of Great Britain and Northern Ireland. The Customer may not use any trade mark, service mark, logo, or corporate or business name of the Met Office without the Met Office's prior consent in writing.
- 8.7. The Customer shall ensure that the Deliverables in its possession are secure and that adequate technological security measures are taken to ensure that the Deliverables are not accessed or used by unauthorised persons. The Customer shall allow the Met Office to access the Customer's premises and records as may be reasonably required by the Met Office in order to undertake verification that the Customer is compliant with the terms of the licence that is granted in this clause 8.

9. Confidentiality

- 9.1. Subject to the provisions of clauses 9.2 and 9.3, each Party undertakes that it shall not at any time disclose to any person any Confidential Information.
- 9.2. The provisions of this clause 9 shall not apply to any Confidential Information that:
 - 9.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its employees, officers, representatives, or advisers ("**Representatives**") in breach of this clause 9);
 - 9.2.2. was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;

- 9.2.3. was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
- 9.2.4. the Parties agree in writing is not confidential or may be disclosed;
- 9.2.5. is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the relevant Party gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.2.5, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure; or
- 9.2.6. is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 9.3. Either Party may disclose the Confidential Information to those of its Representatives who need to know such Confidential Information in relation to the scope of the Permitted Use provided that:
- 9.3.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
- 9.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a Party to this Contract; and
- 9.3.3. at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 9.

10. Limitation of liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 10.1. This clause 10 sets out the entire financial liability of the Met Office (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- 10.1.1. any breach of the Contract including any deliberate personal repudiatory breach;
- 10.1.2. any use made by the Customer of the Services or any part thereof; and
- 10.1.3. any representation, statement, or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.2. Nothing in these Terms limits or excludes the liability of the Met Office:
- 10.2.1. for death or personal injury resulting from negligence;
- 10.2.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Met Office;
- 10.2.3. for any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
- 10.2.4. any other matter for which it would be illegal or unlawful for the Met Office to exclude or attempt to exclude its liability.
- 10.3. Subject to clause 10.2, the Met Office shall not have any liability to the Customer (howsoever arising, including any liability in tort) under or in connection with the Contract for losses that are indirect or consequential, or for the following losses, whether direct or indirect:
- 10.3.1. loss of income or revenue;
- 10.3.2. loss of business;
- 10.3.3. loss of opportunity;
- 10.3.4. loss of profits or contracts;
- 10.3.5. loss of anticipated savings;
- 10.3.6. loss of data;
- 10.3.7. loss of or damage to reputation or goodwill;
- 10.3.8. wasted expenditure; or
- 10.3.9. wasted management and/or other staff and/or office time;

even if such losses were foreseeable and notwithstanding that the Met Office had been advised of the possibility that such losses were in the contemplation of the Customer.

- 10.4. Subject to clause 10.2, the Met Office's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the greater of £1,000 or the price paid by the Customer to the Met Office for the Services.
- 10.5. The Customer acknowledges that damages may not be an adequate remedy for a breach by it of any of its obligations and undertakings in this Contract and confirms that, in addition to the dispute resolution and jurisdiction specified in clause 26 and clause 27, the Met Office will be entitled to seek either in:
- 10.5.1. the jurisdiction within which the Customer resides and/or operates; or
- 10.5.2. the jurisdiction within which any threatened or actual breach occurs,
- the remedies of injunction, specific performance and/or such other equitable remedy (or equivalent remedy permitted within such jurisdiction) for any threatened or actual breach of any such obligation or undertaking without proof of special damages.

11. Sanctions and export control

- 11.1. If at any time during the term of this Contract the Customer becomes a Sanctions Target, is involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings), or contravenes Sanctions, or anything occurs that could reasonably be expected to result in any of these things happening, the Met Office may in its absolute discretion and without affecting any other right or remedy available to it:
- 11.1.1. treat such event as a Force Majeure event for the purposes of clause 15; or
- 11.1.2. terminate this Contract with immediate effect by written notice to the other Party, including at any time during or following a suspension of the Parties' obligations under clause 15.
- 11.2. If there is any conflict between this clause 11 and clause 15, this clause 11 shall take precedence.

12. Termination

- 12.1. Subject to prior termination under clause 12.2 or clause 12.3, the Met Office may terminate the Contract by giving to the Customer not less than:
 - 12.1.1. one month's written notice where the term of the Contract is for twelve months or less; or
 - 12.1.2. three months' written notice where the term of the Contract is for more than twelve months.
- 12.2. Without prejudice to any other rights or remedies that the Parties may have, either Party may terminate the Contract without liability to the other Party immediately on giving notice to the other Party if the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the other Party receiving a written and signed notification of the breach.
- 12.3. The Met Office may terminate the Contract without liability to the Customer immediately on notice to the Customer:
 - 12.3.1. if the Customer fails to pay any amount due under the Contract by the due date for payment and remains in default not less than seven days after receiving a written and signed notification to make such a payment;
 - 12.3.2. if the Customer is subject to an Insolvency Event;
 - 12.3.3. if the Customer breaches the terms of the licence that is granted by the Met Office in clause 8;
 - 12.3.4. on national security grounds;
 - 12.3.5. in the event there is a change in legislation, regulations, or administrative practice that means that the Met Office can no longer comply with its obligations under the Contract; or
 - 12.3.6. if there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).
- 12.4. On termination of the Contract for any reason:
 - 12.4.1. the Customer shall immediately pay to the Met Office all the Met Office's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Met Office may submit an invoice, which shall be payable immediately on receipt; and
 - 12.4.2. the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.5. If the Met Office terminates the Contract under clause 12.2, clause 12.3.1, clause 12.3.2, clause 12.3.3, or clause 12.3.4, the licence granted to the Customer in clause 8 shall automatically terminate and the Customer shall either return or destroy the Deliverables and shall erase all copies of the Deliverables under the Customer's control and stored on any medium.
- 12.6. On termination of the Contract (however arising), the following clauses shall survive and continue in full force and effect: clause 5, clause 8, clause 9, clause 10, clause 12, clause 13, clause 14, clause 17, clause 18, clause 19, clause 20, clause 21, clause 23, clause 24, clause 25, clause 26, and clause 27.

13. Freedom of Information

- 13.1. The Customer acknowledges that the Met Office is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, and the Reuse of Public Sector Information Regulations 2015 (together the "**Disclosure Legislation**") and shall assist and co-operate with the Met Office to enable the Met Office to comply with the Disclosure Legislation and any requests that reference the Disclosure Legislation ("**Requests**").
 - 13.2. The Customer shall provide the Met Office with a copy of all information that is available to it in the form that the Met Office requires within five days (or such other period as the Met Office may specify) of the Met Office requesting the relevant information, and provide all necessary assistance requested by the Met Office to enable the Met Office to respond to a Request within the time periods set out in the Disclosure Legislation.
 - 13.3. The Met Office shall be responsible for determining in its absolute discretion whether the information:
 - 13.3.1. is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and
 - 13.3.2. is to be disclosed in response to a Request,
- and in no event shall the Customer respond directly to a Request unless it is expressly authorised to do so by the Met Office.
- 13.4. The Customer acknowledges that the Met Office may be obliged under the Disclosure Legislation to disclose information:
 - 13.4.1. without consulting with the Customer; or
 - 13.4.2. following consultation with the Customer and having taken its views into account.

14. Data Protection

- 14.1. The EU GDPR, the UK GDPR, the Data Protection Act 2018, all applicable law about the processing of personal data and privacy, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority shall together be referred to as the "**Data Protection Legislation**". "EU GDPR" means the General Data Protection Regulation (EU) 2016/679 and the "UK GDPR" means EU GDPR 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 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- 14.2. Both Parties shall comply with their respective obligations under the Data Protection Legislation.
- 14.3. To enable the Met Office to fulfil its obligations under this Contract and its legal obligations under the Disclosure Legislation, the Customer authorises the Met Office to retain and process personal data provided by the Customer to the Met Office.
- 14.4. The Met Office shall process personal data provided by the Customer to the Met Office in accordance with the Met Office's [Privacy Policy](#) (a copy of which can be provided on request), as may be amended from time to time, unless the Met Office is required to depart from this by applicable law.
- 14.5. The Met Office may, on not less than 30 days' written notice, vary this clause 14 by replacing, inserting, and/or amending it with any applicable standard clauses or similar terms forming part of an applicable scheme or code of conduct approved by the Information Commissioner's Office.

14.6. For the purposes of this clause 14, the term 'personal data' shall have the meaning given to it in the Data Protection Legislation.

15. Force majeure

15.1. The Met Office shall have no liability to the Customer under the Contract if it is prevented from, hindered, or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control ("Force Majeure"), including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Met Office or any other party); failure of a utility service or transport network; acts of God; war; imposition of Sanctions; embargoes; breaking off of diplomatic relations; riot; civil commotion; malicious damage; sabotage; epidemics; pandemics; compliance with any law or governmental order, rule, regulation or direction (including imposed export or import restrictions); accident; breakdown of plant or machinery; significant power outages; IT failures; fire; flood; storm; or default of suppliers or subcontractors.

15.2. Where delay has arisen due to Force Majeure, the date on which the Met Office's obligations are to be fulfilled shall be extended for a period of time equal to the time lost.

15.3. If Force Majeure delays or prevents the performance of the obligations of the Met Office for a continuous period in excess of thirty (30) days, either Party may terminate the Contract immediately upon giving written and signed notification to the other.

16. Variation

16.1. The Met Office may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the prices for the Services.

16.2. Subject to clause 16.1, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

17. Promotional material

17.1. The Met Office shall use its reasonable endeavours to seek prior written consent from the Customer if it wishes to refer to the Customer and its use of its Services in any promotional material.

17.2. The Customer warrants that such consent shall not be unreasonably withheld or delayed.

18. Waiver

18.1. A waiver of any right under the Contract is only effective if it is in writing and signed and shall apply only to the circumstances for which it is given. No failure or delay by either Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19. Severance

19.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.2. If a provision of the Contract (or part of any provision) is found illegal, invalid, or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

20. Entire agreement

20.1. The Contract constitutes the entire understanding and agreement between the Parties in connection with and about the subject matter of the Contract and supersedes all earlier and other understandings and agreements between the Parties and all earlier representations by either Party about such subject matter.

20.2. Each Party warrants that they have not entered into the Contract in reliance upon any representation, warranty, promise, term, condition, obligation, or statement that is not expressly set out in the Contract. If either Party has given any representation, warranty, promise, or statement then (except to the extent that it has been set out in the Contract), the Party to whom it is given hereby waives any rights or remedies that it may have in respect of it.

20.3. Nothing in this clause shall limit or exclude any liability for fraud.

21. Assignment

21.1. The Customer shall not, without the prior written and signed consent of the Met Office, assign, novate, transfer, or in any way deal with the Contract or all or any of its rights or obligations under the Contract to any third parties (which includes the Customer's Affiliates).

21.2. The Met Office may at any time assign all or any part of its rights and benefits under the Contract to a third party.

21.3. Each Party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

22. Relationship of the Parties

22.1. Nothing in the Contract shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, either Party the agent of the other for any purpose.

23. Rights of third parties

23.1. Except as expressly set out in the Contract, no person who is not a Party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24. Notices

24.1. Any notice (which term shall in this clause include any other communication) required to be given under the Contract or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.

24.2. Any notice to the Customer and/or to the Met Office shall be addressed as set out in the Order Confirmation.

24.3. Notices may be:

24.3.1. personally delivered, in which case it shall be deemed to have been given a) upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or b) at 08.00 hours on the next Business Day if it is delivered later than 17.00 hours on a

Business Day or at any time on a day which is not a Business Day;

- 24.3.2. if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting;
- 24.3.3. if from or to any place outside the United Kingdom, sent by pre-paid airmail or by air courier, in which case it shall be deemed to have been given seven Business Days after the date of posting in the case of airmail or two Business Days after delivery to the courier in the case of air courier; or
- 24.3.4. sent by electronic mail, in which case it shall be deemed to be given when received, i.e., when the electronic mail has been sent and no non-deliverable notice has been received by the sender. Any notice despatched by electronic mail after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall, however, be deemed to have been given at 08.00 on the next Business Day.

25. Bribery Act 2010

25.1. The Customer shall:

- 25.1.1. comply with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010 ("**Relevant Requirements**");
- 25.1.2. have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and shall enforce them where appropriate;
- 25.1.3. promptly report to the Met Office any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Contract; and
- 24.1.4. not offer or give, or agree to give, to any employee or representative of the Met Office any gift or consideration of any kind (other than the price payable under the Contract) as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract with the Met Office.
- 25.2. Any breach of clause 25.1 by the Customer or by any person acting on its behalf (whether with or without the Customer's knowledge) or the commission of any offence by the Customer or by any person acting on its behalf under the Bribery Act 2010, shall entitle the Met Office to terminate the Contract on immediate written notice and in such circumstances the Customer shall indemnify the Met Office for any loss or liability incurred by it as a result of such termination and shall indemnify the Met Office against any losses, liabilities, damages, costs (including but not limited to legal fees), and expenses incurred by, or awarded against, the Met Office as a result of any breach of clause 25.1 by the Customer.

26. Dispute Resolution

- 26.1. If any dispute arises out of the Contract, the Parties shall first attempt to resolve the matter informally by negotiation through senior representatives of each Party. If the Parties are not able to resolve the dispute informally in such manner within a reasonable time not exceeding two months from the date the informal process is requested by notice in writing, they shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 26.2. Nothing contained in this clause 26 or clause 27 shall restrict either Party's freedom to commence legal proceedings to preserve any legal right or remedy in the case of:
 - 26.2.1. breach or threatened breach of confidentiality;
 - 26.2.2. infringement or threatened infringement of its Intellectual Property Rights; and/or
 - 26.2.3. infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Met Office or the Customer to liability,or otherwise exercise its rights pursuant to clause 10.5.

27. Governing law and jurisdiction

- 27.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 27.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).