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Terms and Conditions for the supply of Consultancy Services

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1.0 Definitions

- 1.1 ShapeBlue: means Shape Blue Ltd. whose principal place of business is Amadeus House, Floral Street, London, WC2E 9DP and whose registered office is Enterprise House, Trossachs Road, London, SE22 8PY
- 1.2 Customer: means the Company to whom invoices are addressed.
- 1.3 Consultancy: means the body of work to be performed by ShapeBlue to provide the Customer with a solution, document or the provision of advice and expertise.
- 1.4 Consultant(s): means the individual(s) being supplied by ShapeBlue.
- 1.5 Working Day: means Monday to Friday except for those days that are statutory bank holidays.
- 1.6 Working Hours: means the standard hours on Working Days during which ShapeBlue will deliver Consultancy services (9.00AM to 5.30PM Monday to Friday)
- 1.7 Order Form: means the document that ShapeBlue will issue to the Customer for sign off and return in order to confirm the Consultancy booking.
- 1.8 Statement of Work: means a list included in the Order Form that states the tasks, actions and deliverables required in order to fulfil the Customer's requirement. The Statement of Work will determine the steps to be taken by the Consultant in respect of the Consultancy booking.
- 1.9 Fixed Price: means a pre-determined price for the Consultancy that is to be performed by ShapeBlue as stated in the Order Form.
- 1.10 Time and Materials: means a variable price dependent upon an hourly / daily rate whereby the final charge will be dependent on the amount of time spent performing Consultancy by ShapeBlue.
- 1.11 Guide Price: means an indication of what the final price for Time and Materials bookings is likely to be. Guide Prices will in no way bind or limit the final charges that will apply to Consultancy bookings.
- 1.12 Goods: means any equipment supplied to the Customer by ShapeBlue or any other party or any services to be provided by 3rd parties (excluding Consultancy services as defined at 1.3 above). This includes, but is not limited to, any computer hardware and any computer software licenses.

2.0 General

- 2.1 These Terms and Conditions shall apply to both Fixed Price Consultancy and Time and Materials Consultancy.
- 2.2 Order Forms for ShapeBlue's Consultancy Services will include a specified Statement of Work of actions and deliverables intended to fulfil the Customer's requirements and state the Fixed Price or the applicable Time and Materials charging rate.
- 2.3 These Terms and Conditions are only for the supply of Consultancy services (as defined in 1.3 above), they are not for the supply of Goods.
- 2.4 Our consultancy services are not designed to provide ad-hoc support, but to provide scheduled consultancy. Therefore we do not guarantee a resolution or response times for support issues.
- 2.5 Consultancy does not have an SLA, and we usually require at least 5 days' notice when scheduling consultancy.
- 2.6 Consultancy shall be available within standard business hours of the time zone in which the consultant is based.
- 2.7 Consultancy will be logged and billed in increments of 30 minutes, rounding up where necessary.



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- 2.8 Where Goods are required in order to fulfil the Consultancy booking these items will be supplied under our Terms and Conditions for Supply of Goods and shall form a separate contract for the supply of those Goods.
- 2.9 ShapeBlue reserves the right to subcontract work in order to fulfil any Consultancy Bookings or part thereof as they see fit.
- 2.10 These Terms and Conditions will apply to all bookings made by the Customer whether the work in question is to be delivered by ShapeBlue employees or sub-contractors representing ShapeBlue.
- 2.11 ShapeBlue reserves the right to allocate and / or substitute Consultants to Consultancy bookings or specific tasks within bookings as they see fit, depending on the skills, experience and availability of Consultants.
- 2.12 ShapeBlue reserves the right to cancel a booking at any point up to the commencement of the consultancy work if necessitated by circumstances beyond ShapeBlue's reasonable control.
- 2.13 When a Consultancy booking requires the installation and configuration of equipment (hardware and software) supplied by the Customer, ShapeBlue will not accept any responsibility for the quality and performance of the equipment in question.
- 2.14 When the Customer purchases Goods, the Customer is responsible for all Warranties and Service Agreements with the suppliers / manufacturers of those Goods.
- 2.15 The warranty and insurance of such items remain the responsibility of the Customer.
- 2.16 When Goods are supplied via ShapeBlue, ShapeBlue's Terms and Conditions for Supply of Goods shall apply for the supply of those Goods only.
- 2.17 The Order Form may contain both Consultancy and Goods. In which case, the Order Form will specify on an item by item basis the relevant Terms and Conditions.
- 2.18 ShapeBlue will supply Consultancy services within Working Hours on Working Days unless the Customer's requirement specifically states the need for the work to be performed outside these times.
- 2.19 If Consultancy work is to be performed outside of ShapeBlue's standard Working Hours on Working Days, chargeable rates will increase. The actual chargeable rates and fees applicable to such bookings will be confirmed on a case by case basis.
- 2.20 When as part of a Consultancy booking, the Customer requests that text or an image is used for any purpose, the Customer accepts responsibility for ensuring that text or image (either electronic or printed), does not infringe copyright or any other laws.
- 2.21 The Customer accepts that if the use of any text or images provided by the Customer results in ShapeBlue infringing copyright or any other laws, the Customer will be legally liable to pay any fees, fines or other costs associated with their use and publication.
- 2.22 When, as part of a Consultancy booking, the Customer requests that software is installed, configured or in any way utilised on their IT system the Customer is responsible for having the appropriate license for the intended use of that software.
- 2.23 The Customer accepts that whilst ShapeBlue may advise on software licensing matters the Customer will be legally liable for maintaining, acquiring and proving that appropriate licensing agreements for all software in use on their IT system exists. Consequently the Customer will be solely legally liable to pay any fees, fines or other costs associated with software licensing.
- 2.24 In undertaking a Consultancy booking, the Consultant will perform the Statement of Work as outlined on the Order Form and test in order to check the results are satisfactory prior to seeking confirmation from a representative of the Customer that the Statement of Work has been performed / completed.



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- 2.25 Confirmation that the Statement of Work has been performed / completed from a representative of the Customer will be sought in the form of a signature upon the Consultancy Order Form.
- 2.26 Upon request from the representative of the Customer, the Consultant will demonstrate the results of their actions in order to confirm that the required results have been achieved.
- 2.27 If the Consultant(s) have been unable to complete all the required tasks stated in the Statement of Work due to lack of time or other factors such as delays or issues with 3rd party items and services, the Consultant may request for a representative of the Customer to confirm completion of the Statement of Work with exceptions.
- 2.28 Unless confirmed with exceptions, confirmation from the Customer will be deemed as acceptance that ShapeBlue have fulfilled their responsibilities in respect of the Consultancy booking and invoices will be raised and issued accordingly.
- 2.29 When exceptions exist meaning the Consultancy booking is not complete, ShapeBlue commit to fulfilling the outstanding tasks as soon as is possible and / or practical.
- 2.30 When exceptions exist from a Statement of Work meaning the Consultancy Booking is not complete, invoices will not be raised and issued until the remaining tasks are concluded unless for any reason it is mutually agreed by both parties that the remaining tasks /actions should not be completed or should be put on hold by the Customer indefinitely, in which case ShapeBlue will raise invoices accordingly for those actions / tasks from the Statement of Work that have been completed.
- 2.31 The Customer accepts that no matter what degree of planning and risk reduction is performed as part of or prior to the delivery of Consultancy, there is a possibility that the work undertaken by ShapeBlue will not achieve the desired results or that the work performed will have an unforeseen and unavoidable impact on another aspect of the Customer's IT system.
- 2.32 Ongoing support in relation to the tasks / deliverables required via Consultancy bookings is excluded from the scope of the Consultancy booking.
- 2.33 Unrelated issues that occur at the same time as the provision of Consultancy will be excluded from the scope of the booking.
- 3.0 Fixed Price Consultancy**
- 3.1 When possible, ShapeBlue will provide a pre-determined Fixed Price for Consultancy Services Bookings.
- 3.2 Once the Customer's requirements have been received and qualified, the Consultancy services along with the Fixed Price for the required work will be stated in a ShapeBlue Order Form that will be sent to the Customer in a timely fashion.
- 3.3 Return of a completed Consultancy Services Order Form will be deemed as confirmation of the booking and acceptance of the stated Fixed Price.
- 3.4 The returned Order Form must include a signature from a representative of the Customer who is duly authorised to confirm purchases along with a Purchase Order number if / when applicable; alternatively the Customer may confirm the booking by submitting a written / email confirmation.
- 3.5 Confirmation of a booking by the Customer is taken as full acceptance of these Terms and Conditions.
- 3.6 The work to be performed by the Consultant will be strictly in accordance with the specified tasks from the Order Form Statement of Work that are intended to achieve the required deliverables as stated on the Order Form.
- 3.7 Any additional requests for work from the Customer, prior to or during the delivery of Consultancy, will be deemed to be a new / additional requirement and will require a revised or additional Order Form to be issued.



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- 3.8 When a revised or additional Order Form is issued it will state the revised or additional charges agreed to be levied for the Consultancy.
- 3.9 If due to either a lack of information or incorrect information being provided by the Customer or due to a need to expend effort whilst liaising with 3rd party suppliers or organisations, it is realised that additional tasks to those of the Statement of Work or time is needed to complete the required Consultancy, ShapeBlue reserves the right to re-assess the time / tasks needed and provide a revised or additional Order Form and Statement of Work.
- 3.10 If the Consultancy Booking requires ShapeBlue to install or utilise Goods that the Customer has not purchased from ShapeBlue, ShapeBlue will in no way guarantee the suitability of the equipment for its intended purpose. Consequently, in circumstances when such equipment provided by the Customer is not suitable, ShapeBlue reserves the right to re-assess the time / tasks needed and provide a revised or additional Order Form and Statement of Work for the Consultancy booking. Alternatively it may be deemed not possible to perform the required tasks in whole or part.
- 3.11 If the Customer requests that ShapeBlue's Consultant(s) deal directly with a 3rd party supplier due to a Warranty or Service issue resulting in a delay that could not have been envisaged ShapeBlue reserves the right to levy additional charges beyond the Fixed Price quoted.
- 3.12 If it is discovered that any Goods are required in order to fulfil the Consultancy in addition to that previously stated, ShapeBlue will provide a revised or additional Order Form specifying the items required and the costs for those items which will be chargeable in full to the Customer.
- 3.13 If it is discovered that any additional Goods are required in order to fulfil the Consultancy in addition to that previously stated, ShapeBlue may have no choice other than to suspend work until the required items are available / licensed.
- 3.14 For Fixed Price bookings, if the work required to fulfil the required Consultancy, takes the Consultant longer than that specified, but the additional time is not due to any other factors other than the task being underestimated, ShapeBlue will bear the cost of the additional time taken.
- 3.15 Whilst the additional time required for Fixed Price bookings will not incur additional charges when the required time to fulfil the Statement of Work has been underestimated, ShapeBlue will not be liable to the Customer as a result of any additional disruption or inconvenience.
- 3.16 ShapeBlue will attempt to deliver the required work at a convenient point in time for the Customer: however ShapeBlue cannot guarantee availability of Consultants at specific times depending on other commitments.
- 3.17 When a point in time has been agreed for the work to be performed, ShapeBlue will endeavour to adhere to this time but will not be held liable if the work needs to be postponed or rearranged due to the late delivery of equipment, absence of staff or any other unforeseeable matters that may cause disruption.
- 3.18 For all Fixed Price Consultancy bookings Consultant(s) will record their hours of work in the ShapeBlue time sheet application. These time sheets will be made available to the Customer upon request.

4.0 Time and Materials Consultancy

- 4.1 When due to the nature of a requirement or upon request from a Customer, Consultancy is to be provided / implemented on a Time and Materials basis a pre-defined Fixed Price cannot be offered in advance.
- 4.2 When possible a Guide Price for the Consultancy will be stated but the final charges to apply will be dependent upon the total time spent working on the required tasks as stated in the Statement of Work.
- 4.3 Order Forms sent to confirm a Time and Materials booking will clearly state the chargeable rate whether it be an hourly, daily or another charge to be agreed.



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- 4.4 Return of a completed Consultancy Services Order Form will be deemed as confirmation of the booking and acceptance of the stated chargeable rate.
- 4.5 The returned Order Form must include a signature from a representative of the Customer who is duly authorised to confirm purchases along with a Purchase Order number if / when applicable; alternatively the Customer may confirm the booking by submitting a written / email confirmation.
- 4.6 Confirmation of a booking by the Customer is taken as full acceptance of these Terms and Conditions.
- 4.7 The tasks to be performed by the Consultant will be strictly in accordance with that stated in the Statement of Work included in the Order Form.
- 4.8 Any additional requests for work from the Customer, whether prior to or during the delivery of Consultancy will need to be confirmed in writing.
- 4.9 If an additional request represents a significant alteration to the original request a revised or additional Order Form will be raised.
- 4.10 If the additional request does not represent a significant alteration to the original request but an extension of the required tasks / deliverables, this will be undertaken without the need for new or revised Bookings Forms to be issued. Subsequently the additional time or a reduction in time will affect the final charges to be levied.
- 4.11 If the Consultancy Booking requires ShapeBlue to install or utilise equipment that the Customer has not purchased from ShapeBlue, ShapeBlue will in no way guarantee the suitability of the equipment for its intended purpose. Consequently, in circumstances when such equipment provided by the Customer is not suitable, ShapeBlue may require more time than envisaged to complete the task. Alternatively it may not be possible to perform the task as required in whole or part.
- 4.12 If it is discovered that any additional hardware equipment or software licences or 3rd party services are required in order to fulfil the Consultancy in addition to that previously stated, ShapeBlue will provide a revised or additional Equipment Order Form specifying the items required and the costs for those items which will be chargeable in full to the Customer.
- 4.13 If it is discovered that any additional hardware equipment or software licences or 3rd party services are required in order to fulfil the Consultancy in addition to that previously stated, ShapeBlue may have no choice other than to suspend work until the required items are available / licensed.
- 4.14 For all Time and Materials Consultancy bookings Consultant(s) will record their hours of work in the ShapeBlue time sheet application. These time sheets will be submitted with invoices.



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5.0 Cancellation of Consultancy services bookings

5.1 The Customer may cancel a confirmed booking as follows and accepts that charges will apply as outlined below:

Cancellation period	Type of Booking	Charge
More than 10 Working Days prior to commencement of the booking	Fixed Price	No Charge
	Time and Material:	No Charge
Between 10 – 5 Working Days Prior to commencement of the booking	Fixed Price	Charge equal to fifty percent (50%) of the total price stated upon the Consultancy Services Order Form.
	Time and Material:	Charge equal to fifty percent (50%) of the Guide Price stated upon the Consultancy Services Order Form. No charge if a Guide Price is not stated.
Within 5 Working Days Prior to the commencement of the booking	Fixed Price	Charge equal to the full amount of the total price stated upon Consultancy Services Order Form.
	Time and Material:	Charge equal to the full amount of the Guide Price stated upon Consultancy Services Order Form. No charge if a Guide Price is not stated.

5.2 Notification of cancellation shall be delivered personally, sent by e-mail, sent by fax or sent by registered post. Notice is deemed to have been served as follows:

5.2.1 (A) if personally delivered, sent by e-mail or sent by fax: at the time of delivery save that if it is served after 5.30pm it is deemed to have been served at 9am the next Working Day.

5.2.2 (B) if posted: at the time of delivery.

5.3 If notice is not delivered in person or via registered post by the Customer, the Customer must verbally confirm that the notice to cancel the booking has been received by ShapeBlue.

6.0 Consultancy Invoices

6.1 For work performed on behalf of UK registered companies all amounts invoiced will be subject to VAT payable at the prevailing rate.

6.2 A Consultancy Booking may have multiple invoices, payable at different stages of the work. The Order Form will define the dates or milestones on which these invoices will be raised.

6.3 Payment of invoices for Consultancy Services must be received in full by ShapeBlue within the payment terms specified on the Invoice.

6.4 The payment terms to be applied to the Consultancy Booking will be stated on the Order Form, hence the Customer will be deemed to have accepted these payment terms as a result of sign off and return of the Order Form.



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6.5 ShapeBlue reserves the right to cease all work, in relation to any Booking made between The Customer and ShapeBlue if any invoice remains unpaid after its due date.

6.6 ShapeBlue reserves the right to recover on a full indemnity basis any costs incurred collecting overdue payments including interest at a rate of 4% above the Bank of England base rate.

7.0 Complaints

7.1 In the event that the Customer is dissatisfied with the quality or performance of a Consultant, the Customer shall inform ShapeBlue immediately, stating the basis for dissatisfaction. If, in the view of ShapeBlue, the situation merits it, ShapeBlue will withdraw the Consultant immediately and will use all reasonable endeavours to provide a replacement.

7.2 In the event of a complaint by the Customer in respect of work performed by a Consultant, in terms of time taken or methodology and techniques used, the Customer shall notify ShapeBlue immediately and no later than 5 working days after the completion of the Consultancy booking. Failure to notify ShapeBlue of such an issue within this time will absolve ShapeBlue from any liability in this respect. Any other complaint by the Customer in respect of any other aspect of the work shall be notified as soon as the fault in question is found.

8.0 Data Protection

8.1 ShapeBlue aims to keep the Customer's data as private as possible. The Customer acknowledges that in certain situations ShapeBlue's staff may be in a position to see the contents of files on the Customer's System. ShapeBlue will apply every safeguard to ensure that their staff do not violate the privacy of the Customer's data in any way.

8.2 ShapeBlue undertake to comply with the provisions of the General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679) and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

8.3 ShapeBlue have taken reasonable steps to ensure the reliability of any of their staff who have access to personal data processed in connection with the Agreement;

8.4 ShapeBlue undertake to act only on the Customer's instructions in relation to the processing of any personal data in connection with the Agreement; and undertake to allow the Customer access to any relevant premises on reasonable notice to inspect our procedures described above.

8.5 The obligations set out in this clause shall remain in force notwithstanding termination of this Agreement.

8.6 The Customer understands that they can use encryption and personal security programs to increase the security and privacy of their files. The Customer agrees that if any of its files are particularly private then such precautions will be used. The Customer agrees that if they are required under any professional or statutory regulations to keep their data confidential or secure then they will encrypt them so that ShapeBlue's Consultants cannot have access to them when working on the Customer's equipment.

8.7 The Customer understands that ShapeBlue are not authorised by any financial regulators such as the UK Financial Services Authority or the US Securities and Exchange Commission.

8.8 ShapeBlue may gather and hold personal data about the Customer's employees, including names, physical and email addresses, and telephone numbers. ShapeBlue do not hold Customer credit card information.

8.9 ShapeBlue's Privacy Policy states how ShapeBlue will use and protect personal data. This is included within ShapeBlue's overall IT Security Policy which is available upon request.



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- 8.10 All of ShapeBlue's employees sign a Security Policy as part of their Contract of Employment, a copy of which is available on request.
- 8.11 ShapeBlue will only use Customer's personal data for contact purposes. This data will not be passed to a third party unless when necessary to provide our services.

9.0 Intellectual Property Rights

- 9.1 Intellectual property rights in respect of Infrastructure Solutions including Hardware, Operating Systems and 3rd Party Software:
- 9.1.1 The system shall remain the property of the Customer and legal ownership shall remain vested in the Customer along with any changes made to the system via the Consultancy Booking.
- 9.1.2 Any documentation created via the Consultancy Booking is the property of the Customer. This will be provided to the Customer upon request as long as the Customer is not in the process of disputing matters relating to the Consultancy Booking or any other work undertaken by ShapeBlue.
- 9.1.3 The knowledge and expertise that ShapeBlue utilise or gain in order to perform Consultancy as required/requested by the Customer will inherently remain vested in ShapeBlue and the Consultant(s) in question.
- 9.2 Intellectual property rights in respect of Software built by ShapeBlue:
- 9.2.1 When ownership of the Software remains vested in ShapeBlue:
- 9.2.1.1 All Intellectual Property Rights and copyright relating to the System that is licensed to the Customer shall remain vested in ShapeBlue in accordance with the license that has been granted by ShapeBlue for the use of the System by the Customer.
- 9.2.2 When ownership of the Software is transferred to the Customer:
- 9.2.2.1 No part of the system may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or stored in a retrieval system, by ShapeBlue without the prior written permission of the copyright owner (the Customer).
- 9.2.2.2 The intellectual property rights and copyright and all other confidential information in the delivery of Consultancy shall vest in ShapeBlue until conclusion of the Consultancy Booking is approved by the Customer.
- 9.2.2.3 Upon receipt of the Customer's approval / acceptance for a Consultancy Booking and upon payment from the Customer for all associated charges, ShapeBlue will assign the intellectual property rights and copyright relating to that Consultancy Booking, to the Customer.
- 9.3 The Order Form will clearly state whether the ownership of the Software is to remain vested in ShapeBlue or to be transferred to the Customer.

10.0 Warranty

- 10.1 ShapeBlue warrant that all Consultancy will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.



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- 10.2 When relevant in respect of the provision of Consultancy, ShapeBlue do not warrant that the operation of the System will be uninterrupted or error free over any specified period of time either during or upon completion of the Consultancy booking.
- 10.3 ShapeBlue do not warrant the performance of 3rd party Hardware and Software. Advice and support from 3rd party manufacturers will be sought where necessary and when available. ShapeBlue have partnership agreements with key suppliers and manufacturers to enable such support to be obtained but cannot warrant the quality or accuracy of advice and support received from 3rd parties.
- 10.4 Where the consultancy performed (as specified on the order form) is software development, ShapeBlue warrants that for a period of 60 days from the delivery date that the software, as delivered by ShapeBlue to the customer, shall substantially perform the functions described in the associated documentation in all material respects when operated in the supported environment.
- 10.5 Provided that customer gives ShapeBlue written notice of a breach of the foregoing warranty during the warranty period, ShapeBlue shall correct any reproducible errors that cause the breach of the warranty on a best endeavours basis.

11.0 Limitation of Liability

- 11.1 The liability of ShapeBlue for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the Consultancy booking.
- 11.2 In no event shall ShapeBlue, it's partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts by ShapeBlue.

12.0 Confidentiality

- 12.1 Each party undertakes to the other to treat all information (in any form) exchanged in relation to all Consultancy bookings for the duration of the booking and beyond as strictly confidential.

13.0 Solicitation

The Customer will make no approach or offer relating to employment to a Consultant or any other employee of ShapeBlue introduced by ShapeBlue.

- 13.1 Upon completion of a Consultancy booking or upon completion / termination of any other bookings / agreements under which ShapeBlue may deliver services to the Customer, the Customer agrees not to engage any Consultant or employee introduced by ShapeBlue in any form without the written consent of ShapeBlue for a period of one year from the conclusion of the most recent booking / agreement.
- 13.2 ShapeBlue reserve the right to charge the Customer if a Consultant or employee is engaged in employment by the Customer or by any 3rd party introduced by the Customer. It is agreed the Customer shall pay an introductory fee to ShapeBlue the equivalent of 60% of the annual remuneration package (including benefits and commission) of the Consultant or employee in question.

14.0 Entire Agreement

- 14.1 No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties, except as set out herein, unless made in writing and signed by a duly authorised representative of each of the parties.



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- 14.2 If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.
- 14.3 These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. ShapeBlue and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.
- 14.4 Headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 15.0 Notice**
- 15.1 Any notice given under the Agreement by the Customer to ShapeBlue shall be provided in writing by post or email as set out below:
- 15.1.1 Postal address: Shape Blue Ltd, Amadeus House, Floral Street, London, WC2E
- 15.1.2 Email address: notice@shapeblue.com
- 15.2 Any notice given under the Agreement by ShapeBlue to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change its contact details from time to time if required, by the provision of notice to ShapeBlue.
- 16.0 Governing Law**
- 16.1 The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.



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