

**MICROBIOLOGICAL SOLUTIONS LIMITED**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

These Conditions apply to the provision of all Services by MSL to the Customer to the exclusion of any other terms or agreements. By engaging with MSL and allowing us to commence the Services, the Customer acknowledges and agrees to be bound by these Conditions.

**1 DEFINITIONS AND INTERPRETATION**

1.1 In these Conditions:

**Conditions** means the terms and conditions set out in this document;

**Confidential Information** has the meaning given in Condition 15.1;

**Contract** means any agreement between MSL and the Customer (whether or not in writing) for the provision of Services incorporating these Conditions and any relevant SLA or Statement of Works;

**Customer** means the person to whom MSL provides the Services pursuant to a Contract;

**Customer Materials** means all documents, information, items, Samples and other materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 7

**Customer's Personnel** means any employees, officers, directors, agents, distributors, sub-contractors, or consultants engaged by the Customer;

**Deliverables** means any output of the Services to be provided by the Supplier to the Customer as specified in the Statement of Works

**Intellectual Property Rights** means patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trade marks and service marks, copyrights, know-how, rights in designs and inventions, rights in databases and any other rights of the same or similar effect or nature, in each case in any jurisdiction;

**MSL** means Microbiological Solutions Limited (company registration number: 4218514) whose registered office is at Gollinrod, Walmerley, Bury BL9 5NB;

**Order** means an order for the Services by the Customer to MSL which may comprise a valid Quotation;

**Order Acknowledgement** means a written confirmation from MSL to the Customer (including by email) that MSL accepts the Order;

**Quotation** means the non-binding estimate of the cost of supplying the Services, given by MSL to the Customer;

**Samples** means any physical item of any description that the Customer provides to MSL for the purpose of delivery of the Services;

**Services** means any services provided by MSL (excluding responsible person services) including, but not limited to, laboratory testing, safety assessments and audits, in each case as may be amended in accordance with Condition 6;

**SLA** means the service level agreement (if any) setting out a description of the Services as provided by MSL to the Customer;

**Statement of Works** means the statement provided to the Customer setting out the extent, nature and duration of the Services

**VAT** means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

1.2 In these Conditions:

1.2.1 headings are for identification and indexing purposes only and they shall not affect the construction or interpretation of these Conditions;

1.2.2 words importing the singular meaning shall include the plural meaning and vice versa;

1.2.3 references to a statutory provision includes a reference to the statutory provision as modified, re-enacted, amended or extended from time to time whether before or after the Contract date;

1.2.4 references to a person shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns;

1.2.5 references to a party shall mean either MSL or the Customer as the context requires and parties shall mean both of them;

1.2.6 reference to the term 'in writing' shall include email but shall exclude fax; and

1.2.7 the word 'including' will be construed without limitation unless inconsistent with the context; and

1.2.8 working days are all days other than Saturdays, Sundays, or English public holidays.

**2 APPLICATION**

2.1 These Conditions alone shall govern and be incorporated into every Contract for the provision of Services made by or on behalf of MSL (expressly save in the case of responsible person services rendered by MSL which shall be subject to a separate agreement). They shall apply in place of and prevail over any terms or conditions contained or referred to in any documentation submitted by the Customer, in correspondence or elsewhere, or implied by trade custom, practice or course of dealing.

2.2 Acceptance by the Customer of the provision of the Services shall be deemed to constitute unqualified acceptance of these Conditions.

2.3 A variation of these Conditions is valid only if it is in writing and signed by a director or authorised representative of MSL.

**3 QUOTATIONS AND ACCEPTANCE**

3.1 A Quotation issued by MSL does not constitute an offer. Any Quotation is given on the basis that no Contract shall come into existence until MSL despatches an Order

Acknowledgement or MSL commences the Services. MSL reserves the right to withdraw or revise a Quotation at any time prior to MSL's acceptance of the Order. Any Quotation is valid for the period specified in the Quotation (or if no period is specified, a period of 14 days only from its date) provided that MSL has not previously revised or withdrawn it.

3.2 Each Order or acceptance of a Quotation for Services by the Customer shall be deemed to be an offer by the Customer to purchase the Services subject to these Conditions.

3.3 MSL's acceptance of the Customer's Order shall be effective only where MSL issues the Customer with an Order Acknowledgement or MSL commences the provision of the Services.

3.4 The Customer shall ensure that the terms of its Order are complete and accurate and MSL shall not be liable for any errors or omissions therein.

**4 PROVISION OF SERVICES**

4.1 MSL will provide the Services to the Customer in accordance with the terms of the Contract and the description of the Services set out therein in all material respects. MSL will not be responsible for the provision of any Services not set out in the Contract.

4.2 The Services will commence when MSL has received all the necessary information and any Samples in order to commence the Services.

4.3 Any warranties or representations concerning the Services shall have no effect unless contained in these Conditions or expressly agreed in writing by MSL. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MSL which is not set out in the Contract.

4.4 Subject to Conditions 6 and 13, the Services will be deemed to have completed upon the completion of the Services in accordance with the SLA and/or the Order.

4.5 MSL reserves the right to amend the Services if necessary to comply with any applicable laws or statutory requirements.

4.6 MSL will use reasonable endeavours to comply with any timescale for the provision of the Services as set out in any Order Acknowledgement (or as otherwise agreed), subject to receiving all necessary information and Samples from the Customer without delay. To avoid doubt, such timescales shall be estimates and time shall not be of the essence for the performance of the Services.

**5 CUSTOMER'S OBLIGATIONS**

5.1 To enable MSL to perform its obligations under the Contract, the Customer shall:

5.1.1 ensure that the terms of the Order are complete, accurate and not misleading;

5.1.2 co-operate fully with MSL on all matters relating to the Services;

5.1.3 obtain and maintain all necessary rights, licenses, consents, authorisations and/or permissions to enable it to enter into the Contract;

5.1.4 provide MSL with any information that it reasonably requires (including any information set out in a Quotation, SLA) or Statement of Works; and

5.1.5 notify MSL in writing (prior to submitting an Order) of any hazardous or potentially hazardous materials which it knows or suspects may be contained in the products or samples to be analysed as part of the Services.

5.2 The Services are provided at the Customer's request and the Customer is responsible for verifying that the services are suitable for its own needs.

5.3 If MSL'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 Personnel (including any breach of its obligations under this Condition 5 or any delay in supplying Samples or information to MSL):

5.3.1 MSL shall not be liable for any costs, charges, expenses or any other losses sustained or incurred by the Customer and/or the Customer's Personnel arising directly or indirectly from such prevention or delay; and

5.3.2 MSL shall be afforded a reasonable additional period of time within which to perform the Services.

5.4 The Customer shall not reproduce, modify, amend, publish or in any other way disseminate any reports or advices provided to it by MSL as part of the Services.

5.5 The Customer shall indemnify MSL on demand in respect of any costs, losses, expenses, levies, impositions or fees (including reasonable professional fees) sustained or incurred by MSL arising directly or indirectly from the Customer's breach of this clause 5.

**6 CHANGES TO THE SERVICES**

6.1 During the provision of the Services and particularly once MSL has had the opportunity to inspect the Samples and/or commence the Services, MSL may recommend changes or additions to the Services. In these circumstances, any changes or additions to the Services will be agreed in writing between the parties, such agreement not to be unreasonably withheld or delayed. In the absence of agreement in accordance with this clause, MSL shall be entitled to immediately terminate this agreement on written notice to the Customer without any liability therefor.

6.2 MSL shall advise the Customer of any change to the price and/or the timescale for the provision of the Services that apply to such changes or additional Services, and any other terms and conditions particular to the provision of such changed or additional Services. If these are agreed, the additional services shall be deemed to be included in the definition of Services and provided in all other respects on these Conditions.

**7 CUSTOMER MATERIALS AND SAMPLES**

7.1 The Customer shall supply the Customer Materials and Samples immediately on request by MSL.

7.2 The Customer shall ensure the Customer Materials and Samples:

7.2.1 are sufficient for the Supplier's purposes;

7.2.2	are an accurate and complete sample of the Products;	9.9.2	withhold the delivery of the Report until payment is made in full; and/or
7.2.3	are not damaged, contaminated or are otherwise unfit for the Supplier to supply the Services;	9.9.3	claim interest at the rate of four per cent (4%) above the base lending rate from time to time of the Bank of England accruing on a daily basis to run from the due date for payment until receipt by MSL of the full amount (including any accrued interest) whether before or after any judgment.
7.2.4	are accompanied by a completed submission form and a safety data sheet (if required); and	9.10	Any extension of credit allowed to the Customer may be changed or withdrawn at any time by notice in writing given by MSL.
7.2.5	are in the format required by the Supplier, or as they may direct.	9.11	If the Customer is a new customer of MSL or if, in the opinion of MSL, the credit-worthiness of the Customer deteriorates before the provision of the Services MSL may require full or partial payment of the price prior to commencing the Services or the provision of security for payment by the Customer in a form acceptable to MSL.
7.3	Upon receipt of the Customer Materials and Samples, the Supplier will inspect them to ascertain whether they are fit to use for the provision of the Services. If for any reason the Customer Materials and Samples are not suitable, MSL will request further information or Samples from the Customer which the Customer shall supply without delay, and in accordance with clause 7.2.1 - 7.2.5.	10	<b>WARRANTY AND LIABILITY</b>
7.4	Samples received in breach of this clause may be rejected by MSL.	10.1	MSL warrants that the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill and in accordance with the description of the Services set out in the SLA, Order or Statement of Works, as amended in accordance with this agreement. MSL shall have no liability in respect of any:
7.5	Costs of delivery of the Samples to MSL shall be borne by the Customer, and risk and title shall transfer to MSL upon its actual receipt of the Samples.	10.1.1	inaccurate, misleading, or fraudulent information, data or samples supplied by the Customer;
7.6	The Customer may request that MSL return unused Samples by notifying MSL in writing. As soon as reasonably practicable following receipt, MSL will return the unused Samples to the Customer, at the Customer's risk and cost, or make them available for collection by the Customer. MSL may destroy Samples not collected by the Customer after a reasonable period.	10.1.2	reliance placed by MSL on any information given by the Customer;
7.7	MSL reserves the right to charge the Customer an amount equivalent to reasonable storage fees and disposal costs for Samples not returned to or collected by the Customer, any such sums shall be payable on demand.	10.1.3	failure by the Customer to inform MSL of any hazardous or potentially hazardous ingredients contained in the Samples to be analysed; and/or
8	<b>PRICE</b>	10.1.4	failure by the Customer to rely on, or take action in respect of, the information supplied by MSL in a report forming part of the Deliverables or any recommendations given by MSL for further testing.
8.1	The price for the provision of Services shall be the price set out in the Order Acknowledgment (or if no such price is specified, shall be the standard price chargeable by MSL at the relevant date) and shall comprise a fixed price for some or all of the Services, subject to adjustment in accordance with these Conditions.	10.2	The Customer shall notify MSL of any claim under this clause 10 as soon as possible and in any event within three days of receiving the Report or, if the defect would not have been apparent on reasonable inspection of the Report, within three days of discovering the defect.
8.2	.In addition to the price, MSL shall re-charge to the Customer any additional costs charged to MSL by third parties in providing the Services.	10.3	In the event of a valid claim by the Customer under Conditions 10.1 and 10.2, MSL shall investigate the claim and if liability is accepted by MSL under Conditions 10.1 and 10.2 the Customer's sole remedy and MSL's only obligation is to re- perform the Services free of charge, unless otherwise agreed in writing.
8.3	MSL may at any time prior to the provision of the Services withdraw any discount from its normal prices and/or (acting reasonably) revise prices to take account of inflation, increases in costs including costs of any goods, materials, carriage, labour or overheads and the increase or imposition of any tax, duty, or other levy, or changes to the legislative framework under which the Services are provided.	10.4	Subject to Condition 10.7, MSL's aggregate liability to the Customer under a Contract whether for negligence, breach of contract, breach of statutory duty, misrepresentation, restitution or otherwise shall in no circumstance exceed the actual cost of the Services (excluding VAT) provided under the relevant Contract in the year that the breach complained of occurred.
8.4	Unless otherwise specified, VAT and any other tax, duty or levy shall be payable by the Customer in addition to the price.	10.5	All conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Services (save for the conditions implied by Section 2 of the Supply of Goods and Services Act 1982) are excluded from the Contract to the fullest extent permitted by law.
8.5	MSL reserves the right to review its prices from time to time and increase them upon 14 days' notice to the Customer.	10.6	To avoid doubt, the Services, including Deliverables, are accurate only at the time of issue. MSL gives no warranties that the Deliverables will continue to be safe or compliant at any point after their issue which may be due to a change in legislation, scientific discovery, or any other reason. The Customer accepts that Sample testing is not representative of larger or additional batches of the products made by it, and that the Services, and warranties relating to the performance of those Services, apply to the Sample tested or analysed only.
9	<b>TERMS OF PAYMENT</b>	10.7	Nothing in these Conditions excludes or limits MSL's liability for death or personal injury caused by MSL's negligence, for fraud or fraudulent misrepresentation or for any matter which it would be illegal for MSL to exclude or attempt to exclude its liability under applicable law.
9.1	MSL shall invoice the Customer for all amounts due under the Contract either:	10.8	Subject to Condition 10.7, MSL is not liable for any:
9.1.1	on or at any time after it has supplied the Services;	10.8.1	indirect, special, or consequential losses;
9.1.2	on receipt of the Samples and prior to releases of the Deliverables;	10.8.2	pure economic loss;
9.1.3	or, where the price is payable by a monthly charge, each month	10.8.3	loss of anticipated profits, revenue, or anticipated savings;
	as set out in the Contract or agreed with the Customer from time to time.	10.8.4	loss of goodwill or reputation; or
9.2	Payment of the price will be in accordance with the payment terms set out in the Order Acknowledgment or Quotation (as the case may be). Where no due date for payment is specific in the Order Acknowledgment or Quotation, invoices will be due within 30 days of the date of MSL's invoice. Time of payment is of the essence of a Contract.	10.8.5	loss of management time,
9.3	Payment shall be made in the currency specified on the invoice.		in each case, howsoever caused.
9.4	The Customer shall be responsible for all bank charges and fees in relation to payment of MSL's invoices. Where invoices are not paid in the correct currency as required by clause 9.3, the Customer shall be responsible for, and shall pay to MSL on demand, any shortfalls caused by exchange rate fluctuations (where the shortfall exceeds £5,000).	11	<b>CUSTOMER INDEMNITY</b>
9.5	No payment shall be deemed to have been received until MSL has received cleared funds into its nominated back account, details of which have been provided to the Customer.		The Customer shall fully and effectively indemnify MSL in respect of any all losses, costs, fines, levies or other impositions it suffers as a result of the Customer's breach of the terms of the Contract.
9.6	The Customer shall make all payments due under a Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise save a deduction or withholding of tax as is required by law.	12	<b>FORCE MAJEURE</b>
9.7	MSL is entitled to set off any amount owing to it by the Customer against any amount owed to the Customer by MSL, under any Contract or arrangement.	12.1	If MSL is prevented, hindered or delayed from or in providing the Services in accordance with these Conditions by an event which is beyond MSL's reasonable control including (but not limited to) acts of terrorism, insurrection, riots, civil unrest and military action, the exercise of emergency powers by any local, regional or national governmental authority, fire, flood, earthquake, storm and other natural disasters, epidemic or pandemic, industrial action, strikes and lock-outs, blockage or embargo or the failure or delay of supplies or power, fuel, transport, equipment, telecommunications systems, Internet or other goods and/or services (including any third party materials) (a <b>Force Majeure Event</b> ) MSL may, at its option:
9.8	All payments payable to MSL under a Contract shall immediately become due and payable on termination of this agreement, howsoever occurring.	12.1.1	suspend the provision of the Services while the Force Majeure Event continues;
9.9	In the event that the Customer fails to pay any amount due to MSL under the Contract by the due date for payment, MSL reserves the right to (without limitation):	12.1.2	if MSL has insufficient capacity and/or resources to meet its commitments, apportion available capacity and/or resources between its customers as it decides; or
9.9.1	suspend provision of any Services provided (or to be provided) to the Customer under the Contract or arrangement (in whole or in part) without liability to the Customer until payment is made in full;	12.1.3	terminate any Contract so affected with immediate effect by written notice to the Customer,
			and MSL will not be liable for any loss or damage suffered by the Customer as a result.

13	<b>TERMINATION</b>	17.2.3	if sent by email on a working day before 5.00 p.m. at the time of its transmission and otherwise on the next working day (.
13.1	MSL may terminate a Contract with immediate effect by notice to the Customer if:	18	<b>NON-SOLICITATION</b>
13.1.1	the Customer is in material breach of an obligation under a Contract and, if the breach is capable of remedy, the Customer has failed to remedy such breach within a period of 30 days after being given notice by MSL to remedy the breach;		The Customer shall not, without the prior written consent of MSL, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from MSL or employ (or attempt to employ) any person who is, or has been, engaged by MSL in the provision of the Services.
13.1.2	it has the right to terminate a Contract in accordance with Condition 12.1.3;	19	<b>TRANSFER OF RIGHTS AND OBLIGATIONS</b>
13.1.3	any arrangement or composition with or for the benefit of creditors which does not involve a continuation of its business in the same or substantially the same form (including any voluntary arrangement as defined in the Insolvency Act 1986) is entered into by or in relation to the Customer;	19.1	Subject to clause 19.2, the Customer is entering into this Agreement for its own benefit and not for the benefit of another person. The Customer may not assign, transfer, mortgage charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of MSL.
13.1.4	a supervisor, receiver, administrative receiver or other encumbrancer takes possession of or is appointed over, or any distress, execution or other process is levied or enforced (and is not discharged within ten working days) upon, the whole or any material part of the assets of the Customer;	19.2	In the event of a change of control of the Customer, the Contract will remain in full force and effect in accordance with its terms. For the purposes of these Conditions <b>Change of Control</b> means any sale or other disposal of any legal, beneficial, or equitable interest in 50% or more of the equity share capital of a corporation (including control over the exercise of voting rights conferred on that equity share capital or control over the right to appoint or remove directors) and <b>control</b> has the meaning given by section 450 or section 1124 of the Corporation Taxes Act 2010.
13.1.5	the Customer is or becomes unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or ceases to carry on the whole or a substantial part of its business;	19.3	The Customer shall give MSL notice immediately upon the occurrence of any of the events set out in Condition 19.2.
13.1.6	an administrator is appointed out of court in respect of the Customer or the directors of the Customer give notice of their intention to appoint an administrator (whether out of court or otherwise);	20	<b>GENERAL</b>
13.1.7	the Customer has an administration order under Section 8 of the Insolvency Act 1986 made in respect of it;	20.1	Unless otherwise stated in these Conditions, a Contract (and any documents referred to in it) constitutes the entire understanding between the parties in relation to its subject matter and supersedes all prior representations, communications, negotiations, and understandings concerning the subject matter of the Contract. No party has relied on any warranty or representation except as expressly set out in the Contract.
13.1.8	a petition is presented (and is not discharged within 20 working days), or a resolution is passed or an order is made for the winding-up, bankruptcy or dissolution of the Customer (save for the purpose of a voluntary reconstruction or amalgamation previously approved by MSL (such approval not to be unreasonably withheld or delayed)); or	20.2	If any Condition of a Contract, (or part of a Condition), is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other Conditions shall remain in force.
13.1.9	the Customer suffers any event analogous to the events set out in Conditions 13.1.3 to 13.1.8 (inclusive) in any jurisdiction in which it is incorporated or resident.	20.3	If any invalid, unenforceable or illegal Condition of a Contract would be valid, enforceable, or legal if some part of it were deleted, the Condition shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
13.2	Without prejudice to Condition 13.1, MSL may terminate a Contract with immediate effect by giving notice to the Customer if the Customer has failed to pay by the due date any sum due and payable by it to MSL under a Contract and such non-payment continues unremedied at the expiry of a period of five working days following notification by MSL of such non-payment by the Customer.	20.4	Nothing in a Contract is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
14	<b>CONSEQUENCES OF TERMINATION OR EXPIRY</b>	20.5	Nothing in a Contract is intended to establish any partnership, agency, or joint venture between the parties, constitute any party as employer or employee of the other, or authorise any party to make or enter into any commitments on behalf of the other party save as expressly set out therein.
14.1	Upon the expiry or termination of a Contract for any reason, the Customer shall, within ten (10) working days, pay to MSL all sums under the Contract (whether due or not) incurred up to the date of termination or expiry.	20.6	The failure by MSL to exercise or the delay by MSL in exercising any right, power or remedy provided by a Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers, or remedies. No single or partial exercise of a right, power or remedy provided by a Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power, or remedy.
14.2	Termination of a Contract shall be without prejudice to the accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under the Contract. Without prejudice to that generality, the provisions of Conditions 8, 9, 10, 11, 14, 15, 16, 18 and 20 shall survive the termination of the Contract for any reason, or the expiry of the Contract.	20.7	Each right or remedy of MSL under a Contract is without prejudice to any other right or remedy of MSL whether under the Contract or not.
15	<b>CONFIDENTIAL INFORMATION</b>	20.8	A Contract is governed by, and shall be construed in accordance with, the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action, or proceedings, and to settle any disputes, which may arise out of or in connection with a Contract, provided that nothing in these Conditions will prevent MSL from taking proceedings against the Customer in any other court of competent jurisdiction.
	Each party (the <b>Receiving Party</b> ) shall treat any Confidential Information relating to the other party (the <b>Disclosing Party</b> ) as strictly confidential except to the extent that such Confidential Information can be proved to be within the public domain at the time of disclosure other than as a result of any breach of the Contract. The Receiving Party shall not disclose such Confidential Information to any third party nor use it for any purpose except as is strictly necessary for the performance of its obligations under the Contract. For the purpose of these Conditions, <b>Confidential Information</b> means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by the Disclosing Party to the Receiving Party or otherwise acquired by the Receiving Party in connection with these Conditions or its subject matter whether before or after the commencement of the Contract including information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets and other Intellectual Property Rights, market opportunities, business affairs, financial information and other confidential information.		
16	<b>INTELLECTUAL PROPERTY RIGHTS</b>		
16.1	All right, title, and interest in and to any Intellectual Property Rights owned by or licensed to a party prior to the Contract is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom it's right to use such Intellectual Property Rights has derived).		
16.2	All right, title and interest in and to any Intellectual Property Rights created by or on behalf of MSL during the provision of the Services and all renewals and extensions thereof shall be the property of and vest in MSL (unless otherwise agreed in writing), and the Customer assigns, including by way of present assignment of future rights, such Intellectual Property Rights to MSL with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights. The Customer waives any moral rights in relation to the Intellectual Property Rights.		
17	<b>NOTICES</b>		
17.1	A notice under or in connection with a Contract shall be in writing and shall be delivered personally or sent by recorded or registered delivery post or sent by email to the other party at its last known address or email address.		
17.2	In the absence of evidence of earlier receipt, service of a notice is deemed to have been effected as follows:		
17.2.1	if delivered personally, when left at the address referred to in Condition 17.1;		
17.2.2	if sent by recorded or registered delivery post, two working days after posting it (excluding the day of posting); or		