DACI

Terms & Conditions

Designing **Excellence**, Delivering **Solutions**

This Agreement is made between **DACI Utilities Engineering Consultancy** registered in England No. **10318789**, registered office: Caxton House, Caxton Street, Salford, M3 5AZ ("**DACI**" or "**We**" or "**Us**") and the Customer / Client as defined in the Form of Acceptance ("You").

1. Definitions

In this Agreement, except where the context otherwise requires and subject to any contrary provision, the following expressions have the meaning stated against them:

"Access" means safe access as required for us to undertake our works in the manner or sequence described in the

Proposal.

"Act" means the Electricity Act 1989 (as amended by the Utilities Act 2000)

"Adoptable Works" means the network extension and associated works necessary to provide an electrical supply capability as described in the Proposal as being the responsibility of us.

"Adjudicator" means a Chartered Civil or Electrical Engineer of at least ten years standing who specialises in utility cable installations and agreed by both parties or nominated by a recognised Adjudicator Nominating Body.

"Agreement" means this agreement and the Proposal together with any other documents specifically referenced therein or incorporated by the written agreement of both parties.

"Consents" means all and any conveyances, transfers, consents, permissions, licenses or agreements necessary to allow the Distribution License Holder the rights to own, operate maintain and repair the Equipment installed as part of the Works including planning consents, wayleave and easement agreements and freehold/leasehold title to substation land.

"Contract Price" means the price stated in the Proposal for the Scope of Works agreed by both parties.

"Customer Owned Works" means any works included within the scope of this Agreement associated with the provision of assets to be owned, operated, and maintained by a party other than a Distribution License Holder.

"Customer Works" means the supply of any services, or the undertaking of any work stated in the Proposal as being the responsibility of you.

"Dispute" means any dispute between the parties that cannot be resolved by mutual agreement within 28 days of either party formally notifying the other in writing that a dispute has arisen.

"Distribution Network Operator" means a body licensed under the Act to own and operate a public Distribution System. "Distribution System" means any system for distributing electrical energy that is owned and/or operated by a Distribution License Holder as defined in the Act.

"Form of Acceptance" means the completed pro-forma included within the proposal by which the Customer accepts the Proposal.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced engineering contractor engaged in the same type of undertaking under the same or similar circumstances.

"Normal Working Hours" means between the hours of 08:30 and 17:00 Monday to Friday, excluding weekends and public/bank holidays.

"Property" means the infrastructure, buildings, physical assets, or any other entities in relation to which DACI is

required to carry out design works (such design works being limited to those specifically set out in the Services or Works).

"Proposal" means the written offer describing the scope of Works and Contract Price and any subsequent amendments thereto set out and agreed in writing by the parties.

"Provisional Sum" means a sum of money estimated to cover a defined part of the Works that is subject to variation due to causes beyond the control or responsibility of either party. A Provisional Sum shall be converted into a fixed price as soon as practically possible at which time the Contract Sum shall be varied accordingly. Where the basis of fixing the sum is a third-party cost, this cost shall be documented transparently to demonstrate any change fairly.

"Variation" means any change to the scope of the Works covered by this Agreement as agreed by both parties in writing from time to time.

"Services" or "Works" means Design works or services limited to those expressly offered and set out in the DACI quotation, fee proposal, or other offer capable of acceptance by the other party

2. Interpretation

In this Agreement, unless the context otherwise requires:

2.1 References to the singular shall include references to the plural and vice versa, words denoting natural persons shall include corporations and any other legal entity and vice versa, and words denoting any gender shall include any gender;

2.2 References to the word "including" are to be construed without limitation;

2.3 Any reference to a particular clause, sub-clause, paragraph or attachment shall, except where otherwise stated, be a reference to that clause, sub-clause, paragraph or attachment in or to this Agreement;

2.4 Headings are inserted for convenience only and are to be ignored for the purposes of construction;

2.5 Any reference to any statute or Statutory Instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time;

2.6 Where a word or expression is defined, cognate words and expressions shall be construed accordingly;

2.7 Any reference in this Agreement to another agreement or any deed or other instrument shall be construed as a reference to that other agreement, deed or other instrument as the same may have been, or may from time to time be, amended, varied, supplemented or novated;

2.8 Where you are a partnership or consist of more than one person or corporate body your obligations are deemed to be assumed jointly and severally by such persons.

3. Schedule

3.1 Both parties agree to the services, terms and conditions outlined within the contract particulars.

3.2 Parties will agree a reasonable timeframe for the provision of services under this agreement on an individual scheme basis. Both parties will use best endeavours to deliver services to the agreed schedule. Neither party shall be liable to the other for any costs incurred as a result of unavoidable re-scheduling.

4. Design Works

4.1 You are responsible for declaring the required supply capacity and the nature of the loads to be fed including any variations thereto.

4.2 You are responsible for supplying us with the necessary information concerning the Property / Site to allow us to undertake the detailed design including the provision of scaled plans, details of any Hazardous Materials and the locations of any buried services present on the Property.

4.3 We are responsible for the design of any Adoptable Works to provide the supply capacity required by you and able to feed the types of loads described by you. We are also responsible for the design of any Adoptable Works to ensure compliance with the requirements of the Adopting Distribution License Holder.

4.4 Unless otherwise agreed, you are responsible for the detailed design of any civil engineering or builders' work in connection with the Works on the Property/site including the methods of providing and sealing the points at which cables enter buildings.

4.5 You are responsible for all setting out on the Property including the marking of any routes, lines and levels in accordance with the design.

4.6 Insofar as we design any Customer Owned Works, we shall exercise reasonable skill and care and shall, subject to clause 10.8, indemnify and keep indemnified you against any expense, liability, loss, claim, damage or proceeding whatsoever arising directly from or in connection with any defect in the works, arising out of any neglect, error or omission in preparation of the design. For the avoidance of any doubt, DACI's design liability shall be on the basis of exercising reasonable skill and care as to be expected of a similar professional carrying out the same services

5. Access to Site

5.1 You are responsible for providing Access to us within the Property. Such Access shall be available during normal working hours and shall not include bank holidays unless otherwise agreed.

5.2 We are responsible for complying with your reasonable requirements concerning safe working on the Property and coordination with your contractors.

6. General Provisions Statutory Requirements

6.1 Both parties shall conform in all respects with the provisions of any general or local act of Parliament and the regulations and bye-laws of any local or other statutory authority which may be applicable to the Works.

7. Company Representatives, Notices and Instructions

7.1 At the earliest practical moment after this Agreement is made, both parties shall nominate in writing the name or names of principal nominated representatives. Any communication between such named individuals in whatever form shall be accepted by both parties as official communication between the parties.

8. Payment

8.1 Unless otherwise specified in the Proposal, DACI will submit invoices to the Client monthly in arrears for fees payable or for reimbursable expenses. The payment sum shown on each invoice will constitute a notified sum due for payment. Payment shall be due on the date of each invoice (the 'Due Date') and payment shall be made to the DACI bank account nominated on the invoice within 30 days following each Due Date (the 'Final Date for Payment').

8.2 For projects where payment is structured in stages, the following payment structure shall apply unless otherwise specified in the Proposal:

8.2.1 **Stage 1**: 50% of the agreed amount shall be invoiced and due for payment when drafts are issued.

8.2.2 **Stage 2**: The remaining 50% shall be invoiced when designs are submitted for approval.

8.2.3 If the adopting utility withholds approval based on the work of other consultants, which is outside the control of DACI, the invoice shall still be payable to DACI in full

8.3 Other than in the case of a genuine dispute, failure to pay an invoice in full by the Final Date for Payment shall entitle DACI, without prejudice to any other rights, to:

8.3.1 Charge compound interest monthly at five per cent (5%) per annum above the Bank of England base rate on the outstanding balance.

8.3.2 At the entire discretion of DACI, accept such failure to make payment as a repudiation of the

Agreement without prejudice to any outstanding claim and/or to immediately withdraw the Services and terminate the contract agreement

8.4 Any failure by DACI to exercise its right to claim interest or any other costs and/or to accept a repudiatory breach or repudiation of the Agreement shall not constitute a waiver of those rights and shall not prevent the exercise of such rights by DACI either retrospectively, or at any future date.

8.5 Unless otherwise specified in the Proposal, these payment terms shall apply. However, if the Proposal specifies different terms of payment (the 'Proposal Payment Terms'), including upfront payments or reduced payment terms, then to the extent that the Proposal Payment Terms conflict with the payment terms set out in 8.1 and 8.2 above, the Proposal Payment Terms shall take precedence for that particular project or transaction.

9. VAT

9.1 All sums expressed to be payable on any amount properly due from you to us under this Agreement are exclusive of any applicable Value Added Tax. You shall be liable to pay Value Added Tax to us at the rate applicable thereto from time to time. Value Added Tax will be finally determined by HMRC in the event of any dispute over the validity of VAT charged.

10. Variation

10.1 No Variation to this Agreement shall be effective unless made in writing and agreed by both parties.

10.2 Either party shall at any time be entitled to propose Variations to this Agreement by notice to the other party. Both parties shall negotiate in good faith the terms of any such proposed Variation.

10.3 We shall respond to any request from you for a technical Variation within 7 days if possible. Our response shall state any price and programme impact for your consideration. If the technical Variation is subsequently instructed, we shall incorporate it into the Works.

10.4 Where your actions have resulted or will result in an unavoidable changes or delays to the Works, we shall advise you as soon as practicable together with any price or programme impact. We shall be obliged to justify any impact to you by reference to the Proposal and once agreed, you shall agree a Variation to the Agreement and such Variation will be incorporated into the Works.

10.5 Where the Proposal clearly states an excluded risk or activity, such risks shall be dealt with as a Variation should they materialise.

11. Force Majeure

11.1 If either party (the "Non-Performing Party") is unable to carry out any or all of its obligations due to circumstances of Force Majeure, this Agreement shall remain in effect but save as otherwise provided in this Agreement those of the Non- Performing Party's obligations which the Non- Performing Party is unable to carry out due to a circumstance of Force Majeure shall to the extent of such inability be suspended for a period equal to the period of Force Majeure provided that:

11.1.1 the suspension of performance is of no longer duration than the period of Force Majeure; and

11.1.2 obligations of either party that arose before such suspension are not excused or suspended as a result of Force Majeure; and

11.1.3 the Non-Performing Party uses all reasonable efforts to remedy its inability to perform.

11.2 The expression Force Majeure as used in this Agreement shall mean any event or circumstance which is beyond the reasonable control of either party and which results in or causes the failure of that party to perform any or all of its obligations under this Agreement including: acts of God, strike, lockout or other industrial disturbance, war, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, lightning, fire, storm, flood, earthquake,

accumulation of snow or ice, ice accretion, explosion, fault or failure of Plant and/or Apparatus, breakage or accident to machinery or lines or pipes which could not have been prevented by Good Industry Practice provided that the lack of funds or insolvency shall not be interpreted as a cause beyond the control of a party or of statutory duty or by reason of tort.

12. Liability of the Parties

12.1 In all cases the party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Agreement shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that he can do so without unreasonable inconvenience and cost.

Limitation of Liability

12.2 DACI shall not be responsible for, and shall have no liability in relation to: the construction means, methods, techniques, sequences, procedures, safety precautions, and programmes adopted by any other party; nor for the acts or omissions of the Client or of the Contractor or any of the Client's or the Contractor's agents, employees or subcontractors; nor for the acts or omissions of material or equipment manufacturers or suppliers; nor for the acts or omissions of any other engineer or consultant

12.3 DACI shall not be liable for any loss of profit, loss of revenue, loss of use of any facilities, loss of production, or any indirect or consequential losses, howsoever arising.

12.4 Subject to sub-clause 10.3 and 10.8 and save where any provision of this Agreement provides for an indemnity neither party shall be liable to the other party for loss of or damage arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date of the Agreement was reasonably foreseeable as likely to result in the ordinary course of events from such breach in respect of:

12.4.1 physical damage to the property of the other party, its officers, employees or agents; and/or

12.4.2 the liability of such other party to any other person for loss in respect of physical damage to the property of any person.

Liability of the Parties

12.5 Nothing in this Agreement shall exclude or limit the liability of a party for death or personal injury resulting from the negligence of the party or any of its officers, employees or agents.

12.6 Each party shall indemnify the other against all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by you or us as the case may be. This indemnity shall not apply to the extent that any death or injury results from an act or default of the party (or his servants, agents or other contractors for whom he is responsible) who seeks to obtain the benefits of such indemnity

Exclusion of Liability

12.7 Save where any provision of this Agreement provides for an indemnity neither party shall in any circumstances whatsoever be liable to the other party for:

12.7.1 any economic, indirect or consequential loss (including loss of data) of any kind whatsoever;

12.7.2 loss resulting from the liability of such other party to any other person howsoever and whensoever arising save as provided in sub-clauses 12.2.and 12.3

Benefit of Provisions

12.8 Each party acknowledges and agrees that the other party holds the benefit of sub-clauses 10.2 and 10.5 and 10.8 above for itself and as trustee and agent for its officers, employees and agents.

Exclusive Remedies

12.9 The parties intend that their respective rights, obligations and liabilities as provided for in this Agreement shall be exhaustive of the rights, obligations and liabilities of each of them to the other arising out of, under or in connection with this Agreement or the Works.

Maximum Liability Amounts

12.9.1 Notwithstanding any other provision contained within this Agreement, DACI's overall liability shall be strictly limited to the sum calculated as: 25% of the value paid by the Client in respect of the Services provided by DACI less the value paid in respect of any additional Services, Variations, changes or the like. This limitation of liability shall be of no effect in respect of liability arising out of personal injury or death.

13. Insurance of the Works

13.1 We shall insure our works and keep each part of them insured for their full replacement value for the period from the starting date of the Works against all loss or damage other than:

13.1.1 damage (other than that resulting from our method of construction) which is the inevitable result of the construction of our works in accordance with this Agreement;

13.1.2 our use of the Works or any part of them;

13.1.3 any act, neglect, omission or breach of contract or of statutory duty by you;

13.1.4 any Force Majeure event.

13.2 Any money received under any such policy shall be applied in or towards the replacement or repair of the Works lost, damaged or destroyed.

13.3 We shall insure and shall maintain insurance against our liability under sub-clause 10.3.

13.4 All insurances shall be effective with an insurer of good repute and we shall from time to time, if you require, produce the policy and receipts for the premium or other satisfactory evidence of insurance cover.

14. Dispute Resolution

14.1 Where there is a Dispute between the parties and where there are no overriding legislative provisions (including any provisions contained in the Act) which require that a different dispute resolution process be used either party may elect to have the dispute resolved by Adjudication in accordance with the provisions of sub-clauses 14.2 to 14.13. An Adjudicator's Decision shall be binding upon the parties until such time as the matter is decided by the Courts, finally agreed between the parties, or becomes final and binding under the terms of this Agreement.

Adjudication

14.2 The Adjudicator shall be the individual nominated by a recognised Adjudicator Nominating Body upon the application of either party. Either party may notify the other party in writing that a dispute has arisen (the "Notice of Adjudication").

14.3 After notification of a dispute to the other party and the appointment of the Adjudicator, the Adjudicator shall call upon the party or parties making the notification to lodge with him its written submission (the "Referral") relating to the facts and arguments relating to the dispute within 7 days from the date of service of the Notice of Adjudication . The responding party shall have a further seven days in which to lodge with the Adjudicator its written submission relating to the facts and arguments in reply. Each party shall copy all correspondence and documents relating to the adjudication process to the other. The Adjudicator shall be under an obligation to take these written submissions into account when reaching his decision.

14.4 The Adjudicator shall have full power to open up, review and revise any decision, opinion, instruction, determination, notice (with the exception of statutory notices), objection or certificate of any person given or made pursuant to this Agreement.

14.5 If a Dispute concerns issues of interpretation of the wording of this Agreement, and/or financial issues, the Adjudicator shall, if and to the extent that he/she considers it necessary, appoint a suitably qualified and experienced legal advisor and/or financial advisor or both to advise him/her on such issues and the Adjudicator shall have proper regard to such advice in reaching his decision.

14.6 If, after considering the written submissions of both parties, the Adjudicator decides that such information is insufficient for him to reach a decision or if he requires clarification of the precise question which is being addressed to him then he shall so advise the parties within seven days of receipt by him of submissions and in such event shall be entitled to determine the further procedures which he considers necessary to enable him to resolve the dispute.

14.7 The Adjudicator may take any action or adopt any procedure in relation to the dispute which he deems reasonably necessary for the fair resolution of the dispute.

14.8 the Adjudicator shall issue his decision, unless otherwise agreed by both parties, within 28 days after the date of receipt by him of the Referral unless such period is extended by the by up to 14 days by agreement of the Referring Party, or otherwise by the agreement of the Parties. The Adjudicator shall issue his decision in writing with reasons to the parties.

14.9 The Adjudicator shall allocate responsibility for the payment of his fees (or for the reimbursement of said fees if paid by the other Party) on the basis that costs follow the event. Notwithstanding this provision, both parties shall be jointly and severally liable for the payment of the Adjudicator's Fees.

14.10 Unless both parties otherwise agree in writing, any representations or concessions made by either party in, or in connection with, the proceedings before the Adjudicator shall be without prejudice to such party's rights and shall not be raised by the other party in any subsequent arbitration or other legal proceedings.

14.11 If after completion of the works, either party is dissatisfied with the decision of the Adjudicator, it may initiate legal proceedings in the matter provided that notice of such intention is served on the other party within 28 days of the Works being completed or the date of the Adjudicator's Decision, whichever is the later. If such notice is not served within this time, the decision of the Adjudicator shall be final and binding on all parties.

14.12 If a dispute occurs after the Works have been completed and is resolved in accordance with sub-clauses 14.2 to 14.11 and either party is dissatisfied with the decision of the Adjudicator such dispute may be the subject of legal proceedings if notice of the intention to initiate such proceedings is served on the other party within 28 days of the decision of the Adjudicator being communicated to the parties.

14.13 If such notice is not served within this time, the decision of the Adjudicator shall be final and binding on all the parties.

15. Intellectual Property Rights

15.1 All intellectual property rights in work performed by the Consultant in connection with the performance of the Services ("the Works") shall be and become vested solely in DACI. DACI hereby grants to the Client a perpetual, non-exclusive and non-transferable license to use the Works for internal business purposes

16. Status and Tax Liabilities

16.1 It is hereby declared that it is the intention of the Parties that DACI shall be responsible for all United Kingdom income tax liabilities and National Insurance or similar contributions in respect of the Consultant and DACI hereby agrees to indemnify the Client in respect of such costs which may be found due from the Client in respect of the Consultant for the provision of the Services hereunder.

17. Confidentiality

17.1 Both parties shall treat all information provided by the other party as being private and confidential and neither of them shall publish the same without the consent of the other provided that nothing in this Agreement shall prevent the disclosure by either party of any information to the extent required by law or regulatory requirements.

17.2 Either party may disclose such information received from the other party to employees, directors, agents, subcontractors, auditors or professional advisers on a need to know basis

18. Non-Solicitation

18.1 Neither Party shall, for the term of this Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.

18.2 Neither Party shall, for the term of this Agreement and for a period of 1 year, after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

19. Indemnity

19.1 DACI shall indemnify and keep indemnified the Client against injury (including death) to any persons or loss of or damage to any property which may arise out of and was the foreseeable consequence of the default or negligence of DACI, DACI employees or agents in consequence of DACI obligations under this Agreement and against all claims demands proceedings damages costs (excluding legal costs) charges and expenses whatsoever in respect thereof or in relation thereto.

19.2 The Client shall indemnify and keep indemnified DACI for the duration of this Agreement against injury (including death) to any persons or loss of or damage to any property which may arise out of the default or negligence of the Client or any contractor employed by the Client (other than DACI or its sub- contractor) and against all claims demands proceedings damages costs (including legal costs) charges and expenses whatsoever in respect thereof or in relation thereto.

19.3 Neither Party will be liable to the other for any loss of business profits revenue or anticipated savings goodwill use or any type of indirect or consequential loss (including such loss or damage suffered as a result of an action by a third party) even if such loss were reasonably foreseeable or a Party had been advised of the possibility of the other Party incurring the same.

19.4 DACI will not be liable for any reliance that may be had by any third party on any information or advice relayed to that third party unless the Client has sought DACI permission to provide that information or advice to a specified third party and DACI has given its written permission prior to provision of the relevant information or advice. DACI may withhold permission or grant permission subject to conditions

20. Information

20.1 The Client shall provide all information which is necessary for DACI to provide the Services and the Client represents that all such information is true and accurate in all material respects and not misleading in any material respect.

20.2 Each Party agrees:

20.2.1 to maintain as confidential and not to use or disclose to any third party any information derived from the other Party in connection with this Agreement without the consent of the disclosing Party except that which is reasonably necessary for the proper performance of the Services;

20.2.2 to restrict the disclosure of the relevant and necessary parts of the confidential information to such of its officers' employees agents and sub-contractors who of necessity need the same in the performance of their duties as envisaged by this Agreement; and;

20.2.3 to ensure that the Parties' officers employee agents and sub-contractors are aware of the confidential information and to ensure compliance by such officers employees agents and sub-contractors with the provisions of this Clause 18. The obligations in this Clause 18. shall continue in full force and effect during the term of and after the termination of this Agreement provided however that the following shall not be subject to such restrictions:

20.3 The Client may from time to time, upon reasonable notice, require DACI to enter a confidentiality agreement directly with the Client, provided that the terms of such agreement are reasonable.

20.3.1 any information which was lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

20.3.2 any information which is or shall lawfully become part of the public domain;

20.3.3 any information which shall otherwise lawfully become available to one Party from a source independent of the other Party;

20.3.4 any information disclosable as a result of any applicable law, governmental authority or court proceeding.

21. Termination

21.1 Either party may terminate this Agreement by notice if:

21.1.1 The other party fail to perform their obligations in accordance with this Agreement or otherwise commit a material breach of this agreement and, in either case, fail to take steps to remedy such default within 21 days of receiving notice to do so; or

21.1.2 The other party fail to comply with the decision of the Adjudicator and no notice has been served of the intent to initiate further proceedings.

21.1.3 The other party become insolvent, bankrupt or enter into any voluntary arrangement with its creditors other than one for the sole purpose of reconstruction or amalgamation.

21.1.4 The other party defaults on a debt owing to the other for a period of 45 days or more.

Effect of Termination

21.2 Upon termination of this Agreement by you:

21.2.1 You shall pay us for all Works executed on or off the Property for which we have paid or have incurred a liability and following full receipt of payment we shall hand over to you all documentation relating to the Works including all designs and assign to you title in all the Equipment and Apparatus for which we have received full payment from you. Where such equipment is not yet installed, we shall deliver them into your care at the Property as soon as possible.

21.2.2 You shall allow us access to the Property in order to remove any materials, Plant, Equipment or Apparatus belonging to us and not covered by clause 19.2.1;

21.2.3 We shall be liable for any reasonable additional direct costs incurred by you in making alternative arrangements for the provision of your electricity supply on a like for like basis with the Works.

21.3 Upon termination of this Agreement by us:

21.3.1 You shall pay us for all Works executed on or off the Property for which we have paid or have incurred a liability and following full receipt of payment we shall hand over to you all documentation relating to the Works including all for which we have received full payment from you.

21.4 Termination of this Agreement shall not affect any rights or obligations of any party which may have accrued prior to the date of termination or expiry of this Agreement and shall not affect any continuing obligations of any party under this Agreement.

22. Entire Agreement

22.1 This Agreement shall constitute the entire Agreement between the parties with respect to its subject matter and supersedes all previous Agreements and understandings between the parties concerning the subject matter. Each of the parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or warranty or other undertaking other than those expressly set out in this Agreement.

22.2 Unless otherwise stated in the Agreement the limitation period for the institution of claims under or for breach of the Agreement for the purpose of the Limitation Act 1980 shall be six years.

22.3 This Agreement shall be subject to English Law and to the exclusive jurisdiction of the Courts of England and Wales

23. Set-Off

23.1 Neither Party shall be entitled to set off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

24. Right to Assign

24.1 Neither Party shall be entitled to assign any of the rights benefits or obligations of this Agreement to any person without the other Party's prior written consent (which shall not be unreasonably withheld or delayed).

24.2 DACI shall not be obliged to enter into any collateral warranty or similar obligation with any third party in connection with any services performed or to be performed by DACI. If DACI agrees to enter into any such arrangements, it shall have complete discretion in relation to the terms as between DACI and the Client which will apply to its agreement to do so. In particular, but without limitation, DACI reserves the right to require payment by the Client of any legal or other incidental costs involved in its considering the terms of or entering into any such collateral warranty or other arrangement and to require the Client to reimburse to it any additional insurance premiums or expenses which it incurs in connection with its entry into such a collateral warranty or other arrangement

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