

THE MET OFFICE**STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES IN RELATION TO SADIS**
The Customer's attention is drawn in particular to the provisions of clauses 5 and 10.

AGREED TERMS:-**1. Interpretation**

1.1. The definitions and rules of interpretation in this clause apply in these SADIS Terms.

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

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

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

"Contract" shall mean the contract between the Met Office and the Customer for the supply of the Services, consisting of the SADIS API Service Registration, Licence Agreement and the SADIS Terms.

"Customer" shall mean the person identified in the SADIS API Registration.

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

"ICAO" shall mean the International Civil Aviation Organization.

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

"Licence Agreement" shall mean the SADIS API Licence Agreement that the Customer accepts as part of the formation of the Contract.

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

"Permitted Use" shall mean the extent to which the Met Office shall permit the Customer to use the Data as specified in the Licence Agreement.

"SADIS API Registration" shall mean the Met Office's SADIS API registration form published by the Met Office and which the customer completes and accepts to enter into the Contract.

"SADIS Terms" shall mean these terms and conditions.

"SCRAG" shall mean SADIS cost recovery administrative group.

"SCRAG Agreement" shall mean the then current Agreement on the Sharing of Costs of the Satellite Distribution System for Information Relating to Air Navigation approved by the Council of the ICAO (which as at the effective date is found at <https://www.icao.int/sustainability/Joint-Financing/Pages/SADIS.aspx>).

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

1.2. Headings in this Contract shall not affect its interpretation.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. References to a Party or Parties shall mean a Party or Parties to the Contract.

1.5. A reference to a statute or statutory provision is a reference to it as it is in force in the United Kingdom for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.7. A reference to writing includes email except in respect of clauses 11, 14.3, 15 and 23.2 where reference to writing excludes emails.
- 1.8. Unless the context requires otherwise words in the singular shall include the plural and vice versa.
- 1.9. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2. Basis of Contract

- 2.1. These SADIS Terms shall:
 - 2.1.1. apply to and be incorporated into the Contract; and
 - 2.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.
- 2.2. The Customer's acceptance of the SADIS API Registration constitutes an agreement by the Customer to (i) use the Deliverables on these SADIS Terms and (ii) the API and API Services on the terms of the Licence Agreement. No offer placed by the Customer shall be accepted by the Met Office other than:
 - 2.2.1. by the issue of the SADIS Registration Form by the Met Office; or
 - 2.2.2. (if earlier) by the Met Office starting to provide the Services,
when a contract for the supply and purchase of the Services on these SADIS Terms will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.
- 2.3. If any of these SADIS Terms are inconsistent with any term specified in the Licence Agreement, the Licence Agreement shall prevail.

3. Commencement and duration

- 3.1. The Services supplied under the Contract shall be provided by the Met Office to the Customer from the Service Start date as specified by the Met Office once the SADIS registration process has been completed and the Met Office has received all things reasonably required for the Customer's account to be completed.
- 3.2. Subject to clause 11, the Services supplied under the Contract shall continue to be supplied until the earlier of (i) the Customer or the relevant SCRAP payee for the Customer's State (as applicable) withdrawing from SADIS and (ii) the SADIS service ending (in whole or in part). The Customer may, on written notice to the Met Office's SADIS Manager in accordance with clause 22 (*Notices*), withdraw from using SADIS.

4. Met Office's obligations

- 4.1. The Met Office shall use reasonable endeavours to perform the Services, and to provide the Customer with the Deliverables, in accordance in all material respects with the Licence Agreement.
- 4.2. From time to time it may be necessary to change the content of the Services ordered by or provided to the Customer. If the Met Office is not able to provide the Services as set out in the Licence Agreement, the Customer may, on written notice to the Met Office's SADIS Manager in accordance with clause 22 (*Notices*), cancel or terminate the Contract without any liability to the Met Office.

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

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

6. Customer's obligations

- 6.1. The Customer shall:
 - 6.1.1. co-operate with the Met Office in all matters relating to the Services; and
 - 6.1.2. provide to the Met Office, in a timely manner, any documents, specifications, reports and other information as the Met Office may reasonably require in relation to the performance of its obligations.

6.2. If the Met Office's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer and/or the Customer's agents, subcontractors, consultants or employees, the Met Office shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6.3. Notwithstanding any express ability to modify Data hereunder and anything else in these SADIS Terms, the Customer acknowledges and agrees that: (i) the data available on the API is not permitted to be used to initialise a user's own numerical weather prediction model; and (ii) when forecasts are identified as being originated by the WAFCs, no modifications whatsoever shall be made to their meteorological content.

7. Price and payment

7.1. There are no direct charges for the Services hereunder as the cost of using SADIS are, as at the effective date, recovered by the Met Office at State level via the SCRAG and the SADIS Agreement (see <https://www.icao.int/sustainability/Joint-Financing/Pages/SADIS.aspx>). The Customer acknowledges and agrees that if the Customer or the relevant SCRAG payee for the Customer's State (as applicable) does not pay the charges they are due to pay when due as part of SCRAG (other than a party exempted in accordance with SCRAG Agreement Article IV (*Exemptions*)) then this shall be deemed an irremediable breach entitling the Met Office to terminate these standard terms pursuant to clause 11.2 no earlier than the end of the calendar year in which payment was due. The Service shall not be re-instated until the party concerned has fully settled its debt to ICAO.

7.2. Where the Customer is the relevant SCRAG payee for the Customer's State, all sums payable to the Met Office (for and on behalf of ICAO) under the Contract shall become due immediately on its termination, despite any other provision. This clause 7.2 is without prejudice to (i) any right to claim for interest under the law, or any such right under the Contract and (ii) any determination by ICAO in respect of sums to be invoiced after termination in respect of SADIS, which shall be payable by the Customer or the relevant SCRAG payee for the Customer's State (as applicable) to ICAO or Met Office (for and on behalf of ICAO) immediately on receipt.

7.3. The Met Office may, without prejudice to any other rights it may have, set off any liability of the Customer to the Met Office against any liability of the Met Office to the Customer.

8. Ownership of Deliverables and Licence for the Permitted Use

8.1. All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Met Office (on behalf of the Crown) and its licensor(s). All Deliverables licensed under the Contract remain the property of the Met Office (on behalf of the Crown) and, if applicable, its licensor(s) and the Customer's right to use the Deliverables for the Permitted Use will not give it any ownership rights or other interest in any of the Deliverables.

8.2. The Met Office grants the Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use the Data solely for, and to the extent permitted by the Permitted Use. Subject to clause 6.3 and the restrictions set out in the Permitted Use, if the data is modified from its original form You shall appropriately label it in your systems and not attribute it as a WAFS data set. Subject to clause 5.2, clause 6.3, clause 8.4.3 and other relevant restrictions in the Contract, the Customer may make visualisations of the Data and share such visualisations with Your Users.

8.3. No right or licence is granted by the Met Office to the Customer except as expressly set out in this clause 8.

8.4. The Customer agrees:

8.4.1. to take all reasonable steps to prevent any damage to or infringement of the Met Office's Intellectual Property Rights;

8.4.2. not to sub-licence, distribute, sell or otherwise make the Deliverables available to third parties other than to the extent of the scope of the Permitted Use and in accordance with these SADIS Terms. In the event the Customer grants such sub-licence, the Customer shall keep full and proper accounts and records showing clearly all third parties that the Customer has sub-licensed its rights to hereunder and enquiries or prospective enquiries regarding the same. The Customer further acknowledges and agrees that the Customer shall not grant any of its customers access to the Services (or live weather forecast data and other Data provided under these standard terms and conditions) until (i) its customer is contractually obliged to the Customer to meet the requirements of the Contract in relation to its access to and use of the Services (and, where provided by the Customer to its customer, live weather forecast data and other Data under these standard terms and conditions) and (ii) the Met Office has received notice (in accordance with clause 22 (*Notices*)) of the same; and

8.4.3. that when visualised the WAFS data shall be correctly attributed to the relevant WAFc.

8.5. The words "Met Office" and the Met Office device and logos are registered trade marks in the United Kingdom, the European Union, the United States of America and other countries. These trade marks are the property of the Secretary of State for Science, Innovation and Technology of the United Kingdom of Great Britain and Northern Ireland. The Customer may not use any trade mark, service mark, logo, corporate or business name of the Met Office without the Met Office's prior consent in writing.

8.6. The Customer shall ensure that the Deliverables in its possession are secure and that adequate technological security measures are taken to ensure that the Deliverables are not accessed or used by unauthorised persons. The Customer shall allow the Met Office to access the Customer's premises and records as may be reasonably required by the Met Office in order to undertake verification that the Customer is compliant with the terms of the licence which is granted in this clause 8.

9. Confidentiality

- 9.1. Subject to the provisions of clauses 9.2 and 9.3, each Party undertakes that it shall not at any time disclose to any person any Confidential Information.
- 9.2. The provisions of this clause 9 shall not apply to any Confidential Information that:
- 9.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its employees, officers, representatives or advisers ("**Representatives**") in breach of this clause 9);
- 9.2.2. was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
- 9.2.3. was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
- 9.2.4. the Parties agree in writing is not confidential or may be disclosed; or
- 9.2.5. is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.2.5 it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 9.3. Either Party may disclose the Confidential Information to those of its Representatives who need to know such Confidential Information in relation to the scope of the Permitted Use provided that:
- 9.3.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
- 9.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a Party to this Contract; and
- 9.3.3. at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 9.

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

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

10.4. Subject to clause 10.2 and clause 10.3 of these SADIS Terms and clause 14.3.2 (*Limitation of Liability*) of the Licence Agreement, the Met Office's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to £0 (zero pounds sterling). The Customer acknowledges and agrees that this clause 10.4 is fair and reasonable in the context of (i) SCRAG Agreement Article VI (*Liability*) (ii) the price paid by the Customer to the Met Office for the Services as the Met Office is providing the services under these SADIS Terms (including the data, but excluding the API and API Services) on a cost recovery / non-commercial basis (with the Customer or the relevant SCRAG payee for the Customer's State (as applicable) paying ICAO for the Services that the Customer receives hereunder) and (iii) there are no restrictions on what the Customer can charge its sub-licensees for the Data where it provides the Data to a third party in accordance with these SADIS Terms. Met Office's liability for the API and API Services supplied under the Licence Agreement is addressed in clause 14.3.2 (*Limitation of liability*) of the Licence Agreement.

11. Termination

11.1. Subject to prior termination under clause 11.2 or clause 11.3, the (i) Customer may terminate the Contract by giving to the Met Office not less than seven (7) days written notice and (ii) Met Office may terminate the Contract by giving to the Customer not less than 75 (seventy-five) days written notice.

11.2. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Contract without liability to the other Party immediately on giving notice to the other Party if the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the other Party being notified in writing of the breach. If the Customer or the relevant SCRAG payee for the Customer's State (as applicable) does not pay the charges they are due to pay when due as part of SCRAG (other than a party exempted in accordance with SCRAG Agreement Article IV (*Exemptions*)) then this shall be deemed an irremediable breach entitling the Met Office to terminate these SADIS Terms pursuant to this clause 11.2 no earlier than the end of the calendar year in which payment was due. The Deliverables shall not be re-instated until the party concerned has fully settled its debt to ICAO.

11.3. The Met Office may terminate the Contract without liability to the Customer immediately on notice to the Customer:

11.3.1. if the Met Office, in our sole discretion, believe that the Customer has engaged in fraudulent activity; or

11.3.2. if the Customer breaches the terms of the licence which is granted by the Met Office in clause 8; or

11.3.3. on national security grounds; or

11.3.4. in the event there is a change in legislation, regulations or administrative practice which means that the Met Office can no longer comply with its obligations under the Contract or the fulfilment of the Met Office's obligations hereunder is otherwise prohibited by UK export control laws and guidance, the UK Government and/or applicable sanctions.

11.4. On termination of the Contract for any reason:

11.4.1. Where the Customer is the relevant SCRAG payee for the Customer's State, the Customer shall (i) immediately pay to the Met Office (for and on behalf of ICAO) all of the Met Office's outstanding unpaid invoices and interest and (ii) remain responsible for all other sums due as calculated by the SCRAG; and

11.4.2. the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.5. If the Met Office terminates the Contract under clause 11.2, clause 11.3.1, clause 11.3.2 or clause 11.3.3, the licence granted to the Customer in clause 8 shall automatically terminate and the Customer shall either return or destroy the Deliverables and shall erase all copies of the Deliverables under the Customer's control and stored on any medium.

11.6. On termination of the Contract (however arising), the following clauses shall survive and continue in full force and effect; clause 5, clause 8, clause 9, clause 10, clause 11, clause 12, clause 13, clause 16, clause 17, clause 18, clause 19, clause 21, clause 23, clause 24 and clause 25.

12. Freedom of Information

12.1. The Customer acknowledges that the Met Office is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Reuse of Public Sector Information Regulations 2015 (together the "**Disclosure Legislation**") and shall assist and co-operate with the Met Office to enable the Met Office to comply with the Disclosure Legislation and any requests which reference the Disclosure Legislation ("**Requests**").

12.2. The Customer shall:

12.2.1. provide the Met Office with a copy of all information which is available to it in the form that the Met Office (acting reasonably) requires within five Business Days (or such other period as the Met Office may reasonably specify) of the Met Office requesting the relevant information; and provide all necessary assistance requested by the Met Office to enable the Met Office to respond to a Request within the time periods set out in the Disclosure Legislation.

12.3. The Met Office shall be responsible for determining in its absolute discretion whether the information:

12.3.1. is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and

- 12.3.2. is to be disclosed in response to a Request,
and in no event shall the Customer respond directly to a Request unless it is expressly authorised to do so by the Met Office.
- 12.4. The Customer acknowledges that the Met Office may be obliged under the Disclosure Legislation to disclose information:
 - 12.4.1. without consulting with the Customer; or
 - 12.4.2. following consultation with the Customer and having taken its views into account.

13. Data Protection

- 13.1. The EU GDPR, the UK GDPR, the Data Protection Act 2018, all applicable law about the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority shall together be referred to as the ("**Data Protection Legislation**"). "EU GDPR" means the General Data Protection Regulation (EU) 2016/679 and the "UK GDPR" means EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- 13.2. Both Parties will comply with their respective obligations under the Data Protection Legislation.
- 13.3. The Customer authorises the Met Office to retain and process personal data provided by the Customer to the Met Office to enable the Met Office to fulfil its obligations under this Contract and its legal obligations under the Disclosure Legislation.
- 13.4. The Met Office shall process personal data provided by the Customer to the Met Office in accordance with its [Privacy Policy](#) (a copy of which can be provided on request), as may be amended from time to time, unless the Met Office is required to depart from this by applicable law.
- 13.5. The Met Office may, on not less than 30 days' written notice, vary this clause 13 by replacing, inserting and/or amending it with any applicable standard clauses or similar terms forming part of an applicable scheme or code of conduct approved by the Information Commissioner's Office ("**Certification Scheme**").
- 13.6. For the purposes of this clause 13, the term 'personal data' will have the meaning given to it in the Data Protection Legislation.

14. Force majeure

- 14.1. The Met Office shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure**"), including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Met Office or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, sabotage, epidemics, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, significant power outages and/or IT failures, fire, flood, storm or default of suppliers or subcontractors.
- 14.2. Where delay has arisen due to Force Majeure, the date on which the Met Office's obligations are to be fulfilled shall be extended for a period of time equal to the time lost.
- 14.3. If the event of Force Majeure delays or prevents the performance of the obligations of the Met Office for a continuous period in excess of thirty (30) days, either Party may terminate the Contract immediately upon giving written notice to the other.

15. Variation

- 15.1. The Met Office may, from time to time and without notice, change (i) the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the prices for the Services and/or (ii) these SADIS Terms to reflect changes made to the SCRAG Agreement.
- 15.2. Subject to clause 15.1, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

16. Waiver

- 16.1. A waiver of any right under the Contract is only effective if it is in writing and shall apply only to the circumstances for which it is given. No failure or delay by either Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. Severance

- 17.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. Entire agreement

- 18.1. The Contract constitutes the entire understanding and agreement between the Parties in connection with and about the subject matter of the Contract and supersedes all earlier and other understandings and agreements between the Parties and all earlier representations by either Party about such subject matter.
- 18.2. Each Party warrants that they have not entered into the Contract in reliance upon any representation, warranty, promise, term, condition, obligation or statement which is not expressly set out in the Contract. If either Party has given any representation, warranty, promise, or statement then (except to the extent that it has been set out in the Contract), the Party to whom it is given hereby waives any rights or remedies which it may have in respect of it.
- 18.3. Nothing in this clause shall limit or exclude any liability for fraud.

19. Assignment

- 19.1. The Customer shall not, without the prior written consent of the Met Office, assign the Contract or all or any of its rights or obligations under the Contract to any third parties (which includes the Customer's Affiliates).
- 19.2. The Met Office may at any time assign all or any part of its rights and benefits under the Contract to a third party.
- 19.3. Each Party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. Relationship of the Parties

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

21. Rights of third parties

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

22. Notices

- 22.1. Any notice (which term shall in this clause include any other communication) required to be given under the Contract or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.
- 22.2. Any notice to the: Customer shall be addressed to the Customer contact set out in the SADIS Registration Form that the Customer submitted; and the Met Office shall be address to the SADIS Manager (SADISmanager@metoffice.gov.uk) with a c.c. of any notice sent to the Head of Legal Services (legal@metoffice.gov.uk).
- 22.3. Notices may be:
- 22.3.1. personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or
- 22.3.2. if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or
- 22.3.3. if from or to any place outside the United Kingdom, sent by pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven Business Days after the date of posting in the case of airmail or two Business Days after delivery to the courier, in the case of air courier; or
- 22.3.4. sent by electronic mail to the correct email address without any error message, in which case, it shall be deemed to be given when received, i.e., when the electronic mail has been sent and no non-deliverable notice has been received by the sender, but any notice despatched by electronic mail after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 08.00 on the next Business Day.

23. Bribery Act 2010

- 23.1. The Customer shall:
- 23.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 23.1.2 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

- 23.1.3 promptly report to the Met Office any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Contract; and
- 23.1.4 not offer or give, or agree to give, to any employee or representative of the Met Office any gift or consideration of any kind (other than the fees payable under the Contract) as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract with the Met Office.
- 23.2. Any breach of clause 23.1 by the Customer or by any person acting on its behalf (whether with or without the Customer's knowledge) or the commission of any offence by the Customer or by any person acting on its behalf under the Bribery Act 2010, shall entitle the Met Office to terminate the Contract on immediate written notice and in such circumstances the Customer shall indemnify the Met Office for any loss or liability incurred by it as a result of such termination and shall indemnify the Met Office against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Met Office as a result of any breach of clause 23.1 by the Customer.

24. Dispute Resolution

If any dispute arises out of the Contract, the Parties will first attempt to resolve the matter informally by negotiation through senior representatives of each Party to the dispute. If the Parties are not able to resolve the dispute informally in such manner within a reasonable time not exceeding two months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

25. Governing law and jurisdiction

- 25.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 25.2. The Parties irrevocably agree that, subject to clause 24 (*Dispute Resolution*) and pursuant to Article XVI (*Settlement of disputes*) of the SCRAG Agreement, the Council of the ICAO shall have exclusive jurisdiction to settle or recommend next steps in any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).