

Standard Terms and Conditions

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The following provisions apply to the delivery of the services ("Services") as outlined in any contract between you and us, which references these Terms and Conditions and any addendum to it ("Contract").

1. Interpretation

Addressee(s) means you and such persons to whom we have agreed to accept a duty of care and on whose behalf you sign the Contract.

Agreement means the Contract, these Terms and Conditions, and any Service-Specific Terms.

Data Protection Legislation refers to all applicable laws and regulations regarding the processing of Personal Data and privacy in the UK, including the Data Protection Act 2018, UK General Data Protection Regulation 2016, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation. The following terms used in this document have the same meaning as used in Data Protection Legislation: Data Controller, Data Processor, Data Protection Impact Assessment (DPIA), Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Process, and Processing.

Information refers to information we receive or access in connection with our relationship with you, including both Personal Data and the contents of our professional files.

ABS refers to Aaran Beattie Solutions, a consultancy firm established in accordance with relevant UK business laws, with its registered office located in Scotland.

Service Specific Terms means any terms identified as such in the Contract or any Appendices, relating to specific Services.

We, Us, Our refers to Aaran Beattie Solutions.

You, Your refers to the parties to this Agreement other than us.

Additionally, in this Agreement, except where the context otherwise requires:

- (a) Words in the singular shall include the plural and vice versa.
- (b) Any words following the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- (c) References to an enactment (which includes legislation in any jurisdiction) are references to such enactment as amended, extended, re-enacted, consolidated, or superseded from time to time, and includes all statutory instruments or orders made pursuant to it.

2. Client Onboarding

- 2.1 **Initial Consultation:** The client relationship begins with an initial consultation, where we discuss your business needs and how our services can be tailored to meet those needs. This is an opportunity for both parties to evaluate the potential for collaboration.

- 2.2 **Contract Formation:** Following the initial consultation, if you decide to engage our services, we will provide you with a Contract that outlines the specific services to be delivered, the terms of engagement, and any other relevant details. This Contract must be signed by both parties to indicate agreement and commence the professional relationship.

- 2.3 **Onboarding Process:** Once the Contract is signed, we will initiate the onboarding process. This includes setting up any necessary accounts, scheduling initial meetings or consultations, and providing you with access to any tools or resources required as part of our services.

- 2.4 **Data Collection and Review:** We will collect all necessary data from you as required for the provision of our services. It is imperative that you provide all requested documentation and information promptly to ensure that our services are delivered efficiently and effectively.

- 2.5 **Communication Protocols:** We will establish preferred communication protocols with you to ensure smooth and effective communication throughout the duration of our service provision. This includes specifying points of contact, preferred methods of communication, and the frequency of updates.

- 2.6 **Compliance and Verification:** We will perform any necessary compliance checks and verification processes to ensure that our engagement adheres to all applicable laws and regulations. This may include verification of business details, ownership information, and other due diligence as required.

3. Services

- 3.1 **Service Description:** We will provide business advisory and consulting services as described in the Contract. This includes, but is not limited to, strategic planning, operational optimisation, and market analysis. Each service will be defined with clear objectives and deliverables agreed upon in the Contract.

- 3.2 **Scope, Purpose, and Order of Precedence:** The scope and purpose of our services are explicitly defined in the Contract. In the event of any discrepancies between documents, the order of precedence will be the Contract, any Service-Specific Terms, and then these Terms and Conditions.

- 3.3 **Service Delivery:** Services will be delivered according to the agreed timelines and milestones, using qualified personnel and appropriate tools. We maintain high standards of quality and compliance in all service deliveries.

- 3.4 **No Transfer of Decision-Making Responsibility:** You retain all decision-making responsibilities. Our role is to provide advice and recommendations based on our expertise, but all final decisions rest with you.

- 3.5 **Responsibility for Legal Documents:** We provide advice on the commercial implications of legal documents based on the information provided. However, the ultimate responsibility for the legal robustness of these documents rests with your legal counsel. We do not assume liability for the legality or enforceability of these documents.

- 3.6 **Non-Verification and Fraud:** We rely on the accuracy and completeness of the information you provide and do not independently verify such information. Our services are not designed to detect fraud; responsibility for preventing and detecting fraud rests with you.

- 3.7 **Sub-Contractors and People:** We may employ sub-contractors to deliver services, in which case we remain fully responsible for their compliance with our contractual obligations. All sub-contractors will be bound by the terms of our agreements with you.

- 3.8 **Use of Software and Tools:** We utilise various software and tools to facilitate service delivery. These tools are maintained to high standards of security and efficacy and are integral to our service provision.

- 3.9 **Misuse of Software/Tool:** You agree not to misuse the software or tools provided as part of the services. Prohibited actions include unauthorised modification, reverse engineering, or attempts to derive the underlying source code or the creation of derivative works.

- 3.10 **Third-Party Rights:** No third party is entitled to benefit under these agreements unless explicitly stated in the Contract. Our services are intended solely for your benefit, and any reliance by a third party on the outcomes of our services is at their own risk.
- 3.11 **Modification to Services:** If a need to modify the scope of services arises, either party can request a discussion on the changes. Modifications must be agreed upon in writing and may result in an adjustment of fees and timelines which will be documented in an amended Cor an addendum.
- 3.12 **Client Responsibilities:** Effective service delivery requires your timely cooperation, including the provision of information and access to resources. Non-compliance with these responsibilities can impact the quality and timeliness of the services provided.
- 3.13 **Performance Reviews:** Regular performance reviews will be conducted to assess the effectiveness of the service delivery and identify areas for improvement, ensuring alignment with the agreed objectives.
- 4. Fees**
- 4.1 **Fee Structure:** Our fees are determined based on the scope of services provided as outlined in the Contract. We may offer fixed fee arrangements, time-based fees, or a combination thereof, depending on the nature of the services and the Agreement with you.
- 4.2 **Fee Estimates:** Unless a fixed fee arrangement is agreed upon, all fee estimates provided prior to the engagement are tentative and based on an initial assessment of the required work. Actual fees may vary depending on project complexities and unforeseen developments.
- 4.3 **Invoicing and Payment:** Invoices are issued on the first day of each calendar month for services rendered in the previous calendar month, unless another arrangement is agreed upon. Invoices are payable within 7 days of the invoice issue date. Payment may be made by direct debit, bank transfer, or another method specified in the Contract. Should payment be delayed, interest on overdue invoices may be charged at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until full payment is received.
- 4.4 **Additional Charges:** Should there be a need for services outside the initial scope of the Contract, such services will incur additional charges. These will be communicated and agreed upon prior to commencement and invoiced accordingly.
- 4.5 **Expenses and Disbursements:** You are responsible for reimbursing us for all reasonable out-of-pocket expenses incurred during the provision of our services, such as travel expenses, accommodation costs, and charges from external vendors necessary for service completion.
- 4.6 **Fee Disputes:** Any disputes over invoiced amounts must be notified in writing within 14 days of the invoice issue date, specifying the reasons for the dispute. All undisputed amounts are to be paid as per the agreed terms during the dispute resolution process.
- 4.7 **Changes in Fees:** We may adjust our fees at any time, either annually or in response to significant economic or market changes. Any such adjustments will be communicated to you at least 30 days in advance. If you disagree with the changes in fees, you have the right to cancel your Contract by providing us with 30 days' written notice.
- 4.8 **Cancellation Fees:** Cancellation fees may apply if services are cancelled after the Contract is agreed upon but before service delivery starts. These fees are intended to compensate for preparatory work and resource allocation already undertaken. Specific details regarding cancellation fees, if applicable, will be detailed in the Contract.
- 4.9 **Taxation:** All fees quoted exclude Value Added Tax (VAT) or other applicable taxes, which will be itemised separately on our invoices where applicable.
- 5. Your Obligations**
- 5.1 **Information Provision:** You are required to provide us with complete, accurate, and timely information necessary for the execution of our services. This includes, but is not limited to, all data, documents, and other information pertinent to your business and the services contracted. You must promptly inform us of any changes or updates to the information provided.
- 5.2 **Cooperation:** Your full cooperation is essential for the effective delivery of our services. This includes making available any necessary resources, granting access to pertinent facilities, and ensuring that your staff are available for meetings and consultations as required.
- 5.3 **Compliance With Laws and Regulations:** You are responsible for ensuring that all activities conducted in relation to the services provided comply with applicable laws, regulations, and standards. This includes adherence to data protection laws, financial regulations, and any other relevant statutory obligations.
- 5.4 **Decision-Making:** You retain final authority over all decisions related to the scope and direction of the work undertaken by us. This includes decisions affecting the outcomes of our services as well as any strategic business decisions.
- 5.5 **Financial Obligations:** You are responsible for the timely payment of all fees and expenses due under the terms of the Contract. This includes adherence to the invoicing and payment terms outlined in Section 4.
- 5.6 **Confidentiality:** You must maintain the confidentiality of any proprietary methods, tools, and intellectual property provided by us during the course of service delivery, except where disclosure is required by law or explicitly authorised in writing by us.
- 5.7 **Notification of Issues:** You are required to notify us immediately of any issues, concerns, or challenges you encounter in relation to the services provided, allowing us to address and resolve such issues promptly.
- 5.8 **Avoidance of Conflicts of Interest:** You must avoid any actions or situations that could create a conflict of interest with our provision of services. Should any potential conflicts of interest arise, they must be disclosed and documented to us in writing as soon as they are recognised.
- 5.9 **Preservation of Records:** You are expected to retain copies of all documents, data, and other materials that are part of the service process for a period consistent with legal and regulatory requirements.
- 5.10 **Respectful and Inclusive Behaviour:** You agree to foster an environment of respect and inclusivity when interacting with our personnel. This includes adhering to principles of professional conduct and ensuring that your staff engage with ours in a manner that supports effective collaboration.
- 6. Sub-Contractors and Third Party Rights**
- 6.1 **Use of Sub-Contractors:** We reserve the right to engage sub-contractors to perform some or all of the services outlined in the contract. We will ensure that all sub-contractors are bound by confidentiality and data protection obligations that are at least as protective as those stipulated in the Agreement. We remain fully responsible for the work performed by any sub-contractors and for their compliance with the terms of our Agreement with you.
- 6.2 **Sub-Contractor Oversight:** We maintain strict oversight and quality control over the services provided by sub-contractors to ensure that they meet our standards and your expectations. This includes regular reviews and audits of their work.
- 6.3 **Disclosure of Sub-Contractor Use:** We will inform you of our use of sub-contractors where their involvement is significant to the provision of our services. You may request details of such sub-contractors, including their roles and the terms under which they are engaged.
- 6.4 **Third Party Collaborations:** Occasionally, our services might require the collaboration with third-party service providers or partners who are not our sub-contractors. In such cases, we will ensure that these third parties maintain a level of service and confidentiality compliant with our standards.
- 6.5 **Third Party Rights:** No third party shall have any rights under the Agreement, except where explicitly stated otherwise. This Agreement does not confer any rights or benefits on any third party, except for sub-contractors or third parties explicitly mentioned in the terms.
- 6.6 **Indemnification by Third Parties:** Where third parties are engaged, they may be required to indemnify you and us in relation to their services or actions, as agreed upon in any separate agreements with them. This indemnification will be subject to the limitations and exclusions of liability as set forth in this Agreement.
- 6.7 **Compliance by Third Parties:** All third parties involved in the delivery of services will be required to comply with relevant legal and regulatory requirements applicable to the services provided. This

includes compliance with data protection laws, confidentiality agreements, and industry standards.

6.8 **Software and Tools:** We may use software and tools that are owned and managed by third-party providers as part of the service delivery. You acknowledge that the use of such software and tools is subject to the terms and conditions set by the third-party providers, which may also include provisions for data security and privacy.

7. Confidentiality, Documents, and Ownership

7.1 **Confidentiality Obligations:** Both parties agree to maintain the confidentiality of all proprietary information and trade secrets received from each other in the course of providing the services. This obligation shall extend beyond the termination of the Contract and shall only be breached upon a legal obligation to disclose or with prior written consent from the party whose confidential information is in question.

7.2 **Disclosure Requirements:** Should disclosure of confidential information be required by law, the disclosing party must inform the other party promptly and cooperate fully to seek a protective order or other appropriate remedy to protect the confidentiality of the information.

7.3 **Handling of Documents:** All documents, reports, and materials developed as part of the services provided under the Agreement are to be handled with due care and returned or destroyed upon completion of the services or upon request of the originating party.

7.4 **Ownership of Work Products:** Unless otherwise agreed in writing, all work products and materials produced during the engagement, including reports, analyses, and documents, shall be the property of the client upon full payment of all due fees. We retain the right to use general knowledge, experience, skills, ideas, concepts, and know-how acquired during the execution of the services.

7.5 **Data Protection and Intellectual Property:** Both parties shall comply with all applicable data protection laws concerning the processing of personal data. Intellectual property created through the use of any tools, including AI and ML technologies, during the engagement that is specifically designed for the client's use will belong to the client, subject to payment and other conditions set out in the Contract.

7.6 **Use of AI and ML Technologies:** You acknowledge that we may use artificial intelligence (AI) and machine learning (ML) enabled tools to enhance service delivery, analyse information, and generate insights. These technologies are used in compliance with ethical guidelines and data protection laws to ensure the integrity and confidentiality of the processed data. Unless otherwise agreed upon in writing, we may deploy these technologies without specific notice to or approval from you.

7.7 **Publicity:** We may, without written consent, mention in appropriate circumstances that you are, or have been, a client of ours and the type of services provided. This will not involve the disclosure of any confidential information or specific details of the services without further agreement.

7.8 **Return of Materials:** Upon the termination of the Agreement, each party agrees to return or destroy all proprietary materials, documents, and data that belong to the other party, unless instructed otherwise or agreed upon in writing.

7.9 **Confidentiality of Agreement Terms:** The terms and conditions of the Agreement itself are to be treated as confidential information, and shall not be disclosed to third parties without mutual consent, except as required by law or to professional advisors under the same duty of confidentiality.

8. Termination and Suspension

8.1 **Cancellation Right:** If you are a consumer, you have the right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days of receiving it. Your notice to terminate the Contract must be made clearly in writing. If you have requested us to start work within the cancellation period and you then cancel, you will be liable for our reasonable charges up to the date of cancellation.

8.2 **Standard Termination:** Either party may terminate the Contract by providing the other with 30 days' written notice.

8.3 **Immediate Termination Grounds:** Immediate termination may occur under the following conditions:

(a) Persistent or unremedied breach of the Contract within 30 days of notification.

(b) Legal or regulatory circumstances that significantly impact service delivery, including but not limited to sanctions, legal restrictions, or actions that compromise ethical standards or reputation.

(c) Financial insolvency or inability to meet financial obligations under the Agreement.

8.4 **Suspension for Non-Payment:** Services may be suspended immediately if an invoice remains unpaid beyond the due date and is not under bona fide dispute.

8.5 **Effects of Termination or Suspension:** Upon termination or suspension, all payments for services rendered up to that point become due. You are to cease using any provided services or materials. We are not obligated to perform any services beyond those for which we have been compensated.

8.6 **Transition Support:** Should you request, we may provide transition assistance to another service provider, subject to agreed terms and compensation for such support.

8.7 **Secure Disposal:** Both parties agree to return or securely dispose of the other party's materials and documents containing proprietary information immediately upon termination.

8.8 **Notice Requirements:** Notices of termination must be in writing and will take effect from the date specified in the notice, or upon receipt if no date is specified.

8.9 **Continuing Obligations:** Provisions regarding confidentiality, indemnification, and rights to due fees will survive the termination of the Agreement, reflecting the continuing nature of these obligations.

9. Limitation of Liability

9.1 **Limitations on Liability:** Our liability to you for any claims arising out of or related to the services provided under the Contract, whether in contract, tort, or under any other theory of liability, shall in no event exceed the total amount of fees paid by you to us under the Agreement during the twelve months preceding the date the claim arose. This cap on liability is a fundamental element of the basis of the bargain between the parties and reflects a fair allocation of risk.

9.2 **Exclusion of Consequential Damages:** In no event will either party be liable for any indirect, special, incidental, consequential, or punitive damages, including but not limited to, damages for loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

9.3 **Specific Disclaimer of Liability for Data Loss:** We shall not be responsible for any loss, destruction, alteration, or disclosure of your data caused by any third party (except those third parties subcontracted by us to perform services related to data maintenance and back-up).

9.4 **Mitigation of Loss:** Both parties agree to take reasonable steps to mitigate any losses or damages for which they may seek to hold the other liable.

9.5 **Force Majeure:** Neither party shall be liable to the other for any delay or non-performance of its obligations under the Contract arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, or civil commotion.

9.6 **Specific Performance:** Notwithstanding the above limitations, nothing contained in the Contract shall limit either party's liability for its own acts of fraud or wilful misconduct, or from any liability which cannot be excluded under applicable law.

9.7 **Indemnification:** You agree to indemnify and hold us harmless against any claims or losses arising from your use of our services in violation of the Contract, or any actions taken by you that misrepresent your relationship with us.

10. Data Protection

10.1 **Compliance with Data Protection Legislation:** We will comply with all applicable data protection laws in the processing of personal data under the Agreement. This includes adhering to the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). Both parties shall ensure that any personal data collected, processed, or handled under the Agreement is done so in accordance with such laws.

- 10.2 **Data Processing Responsibilities:** We act as a data processor on your behalf, where applicable. As such, we will process personal data only according to your lawful instructions and for the purposes explicitly agreed upon within the Contract. You, as the data controller, shall ensure that there is a legal basis for the processing and that all requisite consents have been obtained.
- 10.3 **Data Security:** We commit to implementing and maintaining appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.
- 10.4 **Data Breach Notification:** In the event of a personal data breach, we will promptly notify you without undue delay after becoming aware of it. We will provide you with sufficient information to allow you to meet any obligations to report the breach under the data protection laws.
- 10.5 **Sub-Processors:** We may use sub-processors to process personal data. We ensure that similar data protection obligations as set out in the Agreement are imposed on sub-processors by way of a written contract, and we remain liable for their compliance.
- 10.6 **Data Subject Rights:** We will assist you in fulfilling data subject rights requests under the data protection laws. This includes requests for access, correction, deletion, or data portability as required under applicable law.
- 10.7 **Data Transfer:** If personal data processed under the Agreement is transferred outside the European Economic Area, such transfer will be carried out in compliance with the conditions for transfer set forth in the GDPR.
- 10.8 **Data Retention and Deletion:** We will retain personal data only for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Upon the end of the provision of services, or as otherwise directed, we will securely delete or return personal data, unless there is a requirement to retain the data under applicable law.
- 10.9 **Audit Rights:** You retain the right to conduct audits or inspections with reasonable notice, to ensure compliance with this section, subject to confidentiality obligations.
- 11. Complaints**
- 11.1 **Complaints Procedure:** We are committed to providing a high standard of service. If you are not satisfied with any aspect of our service, please contact us with a detailed description of your complaint. This enables us to address issues promptly and improve our service where necessary.
- 11.2 **Initial Response:** Upon receiving your complaint, we will acknowledge receipt within 5 business days and provide you with the name and contact details of the individual handling your case. We will review your complaint thoroughly and may request additional information from you to assist with our investigation.
- 11.3 **Resolution Timeline:** We aim to resolve complaints as quickly as possible. We will endeavour to provide a definitive reply within 20 business days of our initial acknowledgment. If this is not possible due to unforeseen complexity or delays in obtaining relevant information, we will keep you informed about the status of your complaint and the expected timeline for resolution.
- 11.4 **Escalation:** If you are dissatisfied with the initial handling or outcome of your complaint, you have the option to escalate the matter. Details of the escalation process and the senior management involved will be provided in our initial response.
- 11.5 **External Review:** If, after following our internal complaints procedure, you still feel that your complaint has not been adequately resolved, you may be able to refer the dispute to an external body, such as an ombudsman or a relevant professional regulatory authority, for further investigation.
- 11.6 **Record Keeping:** We will maintain records of all complaints, the processes used to resolve them, and the outcomes. This helps us to monitor our service and make improvements where necessary.
- 11.7 **Contact Information for Complaints:** All complaints should be directed to our designated complaints officer. Contact details, including email and telephone numbers, will be clearly provided in the Contract and on our website.
- 12. Disputes**
- 12.1 **Dispute Resolution Process:** Should a dispute arise relating to the Contract or the services provided under it, the parties shall first attempt to resolve the issue by direct discussion between their duly authorised senior management. If the matter cannot be settled through discussion, the parties agree to engage in negotiation and mediation before initiating any legal proceedings.
- 12.2 **Mediation:** If the dispute is not resolved through negotiation within 30 days, mediation may be initiated by either party. The mediation will be conducted in accordance with the procedures of a recognised mediation body, mutually agreed upon by both parties.
- 12.3 **Escalation to Arbitration or Litigation:** If mediation fails to resolve the dispute within 60 days of its initiation, or if urgent relief is required, either party may seek legal recourse through arbitration or litigation, as agreed in the Contract or required by applicable law.
- 12.4 **Costs of Dispute Resolution:** Each party will bear its own costs in relation to the mediation. Should we be required to provide witness evidence, documents, information, or other materials in any dispute, regulatory investigation, action, or proceeding to which we are not a party, you agree to be responsible for any reasonable costs we may incur.
- 12.5 **Jurisdiction and Applicable Law:** The Contract and any disputes arising from it shall be governed by and construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.
- 12.6 **Confidentiality in Dispute Resolution:** All negotiations, mediations, and arbitration proceedings shall be conducted under confidentiality unless disclosure is required by law or necessary to enforce a resolution.
- 13. Other Matters**
- 13.1 **Amendments to the Agreement:** Any amendments to the Agreement must be made in writing and signed by duly authorised representatives of both parties. Verbal agreements or understandings will not be considered valid unless subsequently ratified in writing.
- 13.2 **Severability:** If any provision of the Agreement is found to be invalid or unenforceable under any applicable law, such invalidity or unenforceability will not render the entire Agreement invalid. Instead, the invalid or unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the parties as reflected in the original provision.
- 13.3 **Waiver:** No waiver of any breach of the Agreement will be considered as a waiver of any subsequent breach of the same or any other provision. Rights under this Agreement may only be waived in writing signed by the party waiving its rights.
- 13.4 **Notices:** All notices under the Agreement must be in writing, addressed to the relevant party at its registered address or any other address as may be advised by that party in writing. Notices can be delivered by hand, sent by post, or sent via email, and will be considered given when received by the addressee.
- 13.5 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, and arrangements, both oral and written, between the parties in relation to that subject matter.
- 13.6 **Force Majeure:** Neither party will be liable for any failure or delay in performing its obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include but are not limited to power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the party in question.
- 13.7 **Non-Solicitation:** For the duration of this Agreement and for a period of twelve months after its termination, neither party will directly or indirectly solicit for employment nor employ any personnel of the other party who have been involved in the implementation or execution of the Agreement without the prior written consent of the other party.
- 13.8 **Assignment:** Neither party may assign, transfer, sub-contract, or otherwise part with the Agreement or any rights or obligations under it without the prior written consent of the other party, which is not to be unreasonably withheld.