

15.1 Spatial is a member of the Spatial of Companies whose holding company is Spatial Services and accordingly Spatial may perform any of its obligations or exercise any of its rights under or arising from the Sub Contract by itself or through any other member of its Group. Any act or omission of any such other member shall be deemed to be the act or omission of Spatial. Current companies include but are not limited to: Spatial Services Ltd Company No. 06765689; RFM Construction Ltd Company No. 03123895; RFM Facilities Management Ltd Company No. 06765527; RFM Building Repair Ltd Company No. SC247726; RFM Operations Centre Ltd Company No. 11738473; Ashlyn [Yorkshire] Ltd Company No. 3531174; & RFM M&E Ltd Company No. 06765530.

15.2 No waiver by Spatial of any breach of the Subcontract by the Sub Contractor shall be a waiver of any subsequent breach of the same or of any other provision of the Subcontract. No failure by Spatial to exercise any right or remedy arising under the Subcontract or at law shall be a waiver of its right to exercise such rights arising subsequently.

15.3 If any provision of the Sub Contract (or part of any provision) is found by any court, tribunal, arbitrator, adjudicator 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 this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected. If a provision of this agreement (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.

15.4 Any notice or other communication required to be given under this Sub Contract shall be in writing and shall be delivered by hand, or sent by post to Spatial's or the Sub Contractor's address specified on the Sub Contract Order or as may be amended by notice from the appropriate Party from time to time. Any notice or other communication shall be deemed to have been duly received: (1) if delivered by hand, when delivered to Spatial's or the Sub Contractor's representative marked for the attention of Spatial's or the Sub Contractor's representative as named in the Schedule; or (2) if sent by post to Spatial's or the Sub Contractor's address, at 9.00 am on the second business day after posting. Except for notices pursuant to clauses 5.12 and/or 5.13 and/or clause 7.9, no notice or other communication required to be given under this Sub Contract shall be validly given if sent by e-mail or facsimile notwithstanding that the recipient of the email or facsimile may have acknowledged receipt in some way.

15.5 The Subcontract shall be governed by and construed in accordance with the laws of England. The Parties submit to the exclusive jurisdiction of the English Courts save for the purpose of enforcement of any award.

15.6 Except as provided in clause 15.4, no person who is not a party to this Subcontract shall have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.