

Advertising, brand and secondary data research roster



Expression of Interest

Background

About GambleAware

GambleAware is the leading charity driving the transformation of treatment and prevention services, leading public health campaigns and keeping people safe from gambling harms. There may be up to 2.9 million people in Great Britain at risk of gambling harm. Gambling can harm people and their families financially, psychologically and physically.

We work in close collaboration with leading organisations and experts including the NHS, government, local authorities and gambling treatment providers, to ensure that people get the information, support and treatment they need. Every year we fund access to free treatment for nearly 12,000 people and over 40,000 calls to the National Gambling Helpline.

Organisational strategy

In April 2021 GambleAware published a new five-year strategy. This outlined the four commissioning objectives the charity will deliver against over the coming years to help prevent gambling harms:

- Increase awareness and understanding of gambling harms
- Increase access to services and reduce gambling harm inequalities
- Build capacity amongst healthcare professionals, social prescribers, debt advisers, faith leaders, community services and others so they are better equipped to respond to gambling harms
- Improve accessibility and effectiveness of the National Gambling Treatment Service

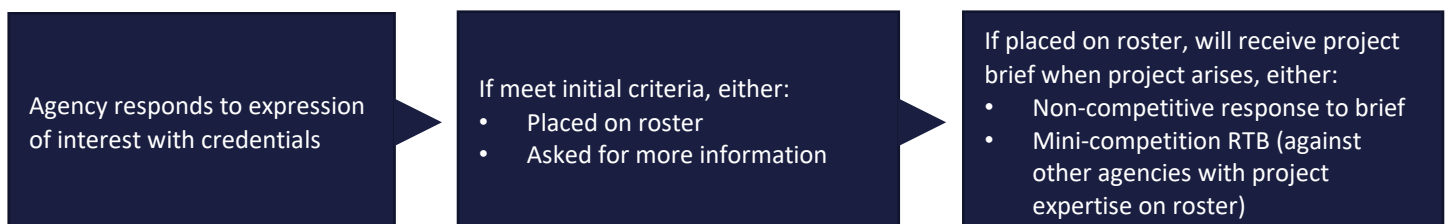
Framework aims

The overall aim of this work is to use primary and secondary research to develop strategic insights to:

- Maximise the impact of our communication campaigns to reduce stigma among those wanting to seek advice and support, and encourage behaviour change among our core audiences
- Ensure we continue to monitor and improve on our brand equity so those experiencing gambling harms know where to go to seek advice and support (for both prevention and treatment)
- Ensure we are taking a “big picture” view of the landscape to continuously develop the GambleAware offer and feed key insights into our strategy

Process overview

Below gives a broad overview of the roster appointment process, with further details below.



This process will result in a “roster”, or “preferred suppliers list”, of research agencies being appointed by GambleAware to work on any research needs around advertising, brand and secondary data analysis over the

next two years. The expression of interest mechanism allows organisations to mark their areas of expertise to the research needs of GambleAware, and share their credentials. It is not expected that one agency would be able to conduct all of the workstreams below, and we would discourage marking off any areas of expertise the organisation is not sufficiently qualified for. GambleAware places a lot of value in having experts from different fields applying their expertise and knowledge to the issue of gambling harms.

EOI responses will be scored against the suitability criteria and credentials evidenced for relevant workstreams. At this stage, if additional evidence is required to determine the partners for the roster, we will request further information (e.g. invitation to pitch a response to an example brief).

GambleAware will then appoint at least one agency who can deliver each type of work (workstreams outlined below) to their roster. The aim is to have no more than 3 agencies rostered for each category, with as far as possible individual suppliers rostered for multiple categories.

As such, the next stage will depend on the number of agencies approved alongside the research requirement:

- If only one agency is approved for a workstream, and a project arise that fits within that workstream, it will be a non-competitive response to brief
- If more than one agency is approved, and a project be required, there will be a “mini-competition” between those agencies that have been deemed suitable
- If a project falls outside one of the below workstreams, all of the agencies on the roster will be invited to respond to the brief

Please note, as this is a roster there are no guarantees of the amount of projects/spend that will be commissioned each year. The information below aims to give an overview of the kind of work which will be commissioned once the roster is established.

Overview of potential work

We have outlined the advertising, brand and strategy research requirements that GambleAware may need over the next two years below. We would however be open to new and innovative research approaches in the area of advertising, brand and secondary analysis so we can maximise the impact the organisation can have. Organisations are encouraged to submit entries for any lots if they have relevant expertise and experience for each.

Brand research (Primary research)

- **Brand tracking:** online surveys among the general public and healthcare professionals.
- **Stakeholder research:** in-depth interviews and/or online survey among key individuals and organisations such as MPs and civil servants.
- **User journey research:** mixed methodology around journey to gambling harms, support seeking journey, and intervention mapping throughout the journey.
- **Audience segmentation development and creation:** mixed methodology to identify different segments that could be targeted with different interventions, specifically within PGSI 1+ audience.
- **Behavioural experiments:** online randomised control trials to test different safer gambling communications and/or behavioural interventions throughout the user journey.

Advertising research (Primary research)

- **Campaign development research:** territory testing, proposition testing, strategic narrative testing and/or creative execution testing, likely through focus groups and in-depth interviews among those with lived experience of gambling harms, healthcare professionals and key stakeholders.
- **Omnibus:** rapid online surveys representative of GB for PR polling and/or call to action testing.

- **Online ethnography:** exploring the day-to-day of those experiencing gambling harms to aid audience understanding.

Secondary research

- **Literature reviews and synthesis reports:** key learnings for communications within public health in adjacent sectors
- **Secondary analysis of GambleAware data:** Additional reports and analysis of existing data sources, such as the Treatment and Support Survey data, (NGTS) data, or external data such as the Avon Longitudinal Study of Parents and Children (ALSPAC) This will likely require advanced statistical analyses of GambleAware and external data sources (i.e. TURF analysis, regression, cluster analysis)

Please note: This roster excludes the evaluation of campaigns, which are commissioned separately.

Below is some more detail around each of the different workstreams for context. It is worth noting that for all of these workstreams, we would look to the agency appointed to build on our suggestions and apply their previous expertise to the area of gambling harms. There would be elements of consulting on the best approach for the research outcomes, ensuring close collaborations between GambleAware and the agencies appointed.

Brand and strategy research overview (primary research)

Brand tracking

We currently conduct quantitative brand tracking every January using a 10-15 minute online survey among a nationally representative sample of 3000 adults in Great Britain (GB), and a sample of 750 HCPs.

The primary objective of the study is to monitor perceptions towards the organisation, the various brands (i.e. begambleaware.org, GambleAware, National Gambling Treatment Service) and gather insights to feed into the brand and advertising strategy.

Brand tracking studies will likely include questions around:

- What is the current awareness of GambleAware?
- What are perceptions towards the GambleAware brand?
- How does GambleAware fare compared to other charities on awareness and perceptions?
- What work are GambleAware known for?
- Where do individuals find out about GambleAware?
- What are levels of awareness and understanding of gambling harms?
- How concerning / much of an issue are gambling harms compared to other issues?

Stakeholder research

We have traditionally commissioned ad-hoc stakeholder research to respond to changing stakeholder environments. Going forward we are looking to do this more regularly to better understand our stakeholders, the world in which they operate, and how we can help them achieve their goals. This work fits within our broader stakeholder strategy work, and will allow us to determine how best to communicate and engage with certain types of stakeholders. More broadly it will allow us to monitor perceptions, maximise the impact of the work we do, and help the organisation achieve its strategic objectives.

Stakeholder studies will likely include questions around:

- How important are gambling harms in society/your sector of expertise?
- What do you feel is GambleAware’s purpose?
- What is GambleAware doing well, and not so well?
- What are the key expectations from GambleAware as an organisation?
- Should our brand be included on gambling advertisements?
- How would you prefer to be communicated with?
- How would you like to collaborate with us?
- What would you like to see in terms of our impact?

User journey research

GambleAware have not commissioned user journey research to date, but feel it is crucial for our future strategy to conduct this type of research. We would expect this to be a mixed methodology project which focuses on the journey to gambling harms, support seeking journey, and intervention mapping throughout the journey. Ideally this would be conducted through a behaviour change model such as COM-B (or similar), so expertise in behaviour change models would be valuable.

Audience segmentation

GambleAware have previously commissioned audience segmentations and would be interested in doing something similar to inform future campaign activity (see Figure 3.1 on “The use of research in the Bet Regret campaign” synthesis report [here](#)). This would likely require a mixed-methods approach to capture pen portraits and quantitative audience segments for use in further developing the campaign strategy.

Behavioural experiments

Our ambition is to put behaviour change at the heart of all of our campaigns, especially among our core audience of those experiencing gambling harms. Work under this category would likely require methods such as an online randomised control trial to test different communication and/or behavioural interventions. The aim of this work is to develop an evidence-base on the interventions that work, why they work, and gather insights as to the moment in time where this intervention may be best placed.

Advertising research overview (primary research)

Campaign development research

GambleAware have always, and will always, place an importance on creative development research to ensure our campaigns are evidence-led among the communities we wish to engage with. This feedback helps to refine the campaign execution and strategy, and crucially in the area of gambling harm gives a voice to those with lived experience. We have previously conducted this work via focus groups and in-depth interviews, with strategic narrative testing early on in campaign development and more focused creative execution testing later on in development. The audience interviewed is usually those with lived experience of gambling harms, healthcare professionals and key stakeholders. We currently commission all of our campaign development research via our creative agency but would like to bring this in-house now there is capacity to do so.

Common questions that we would expect to be covered within creative testing include:

- What are the key motivators and barriers to engaging with advice and support?
- What messaging territories are most effective in the area of safer gambling? Why?
- How do we best communicate our core offer to our audience?
- What is the best creative execution for this campaign? Why?

- What do certain groups think about our campaign? (e.g. Lived experience, stakeholders, experts)
- How do these findings apply to other campaign strands?
- What can we learn about adjacent sectors in prevention and treatment?

Omnibus

GambleAware has previously commissioned quick-turnaround online surveys to assist decision-making and build evidence across various workstreams. For example, we have commissioned omnibus surveys to help with the PR release of our latest women's prevention campaign, alongside using the method to test out various calls to action for the final execution. Within this workstream we would like to appoint a partner who can work at pace to provide accurate and robust insights.

Online ethnography

GambleAware has previously commissioned online ethnography and would be interested in doing something similar again to explore the day-to-day of those experiencing gambling harms to aid audience understanding. For example, to understand the "cold" and "hot" states those who gamble go through to identify where messaging and/or advice from GambleAware can best serve these situations.

Secondary analysis overview (secondary research)

Literature reviews/synthesis reports

GambleAware has commissioned literature reviews (such as looking at the evidence of efficacy from safer gambling messaging), to synthesise complex and varied insight into clear, actionable insight. Within this workstream we would like to appoint a partner who can work at pace, but provide outputs that are fully referenced, of a publishable standard, and could be peer reviewed (if necessary).

Secondary data analysis (including advanced statistical analyses)

GambleAware has access to various data sources and tools, notably our flagship Treatment and Support Survey (more information about the survey can be found [here](#)). As with the above, there are various analyses the organisation would like to conduct to ensure that we can extract maximum insights from our available data. Alongside extra reporting, the organisation is keen to maximise the data it holds, and thus are interested in statistical analyses which can provide an extra layer of insight.

For example there are the following data sources where extra analyses could be commissioned:

- Treatment and Support data (e.g. regression analysis of the demographics / behavioural variables that are driving certain risk levels and attitudes towards advice and support)
- CharityIndex data (e.g. yearly report which breaks down our brand awareness and metrics by varying demographics of interest)
- Profiler data (e.g. adding extra variables from profiles such as media consumption to the treatment and support survey, and then analysing the results)
- NGTS data (e.g. extra reporting to map where the need is greatest and changes within specific populations over time)

About GambleAware's advertising campaigns

As mentioned above, one of our four commissioning objectives is to "increase awareness and understanding of gambling harms". One of the main interventions available within this objective is to run advertising and communication campaigns using owned (e.g. BeGambleAware Facebook, Twitter, Instagram pages), paid media (e.g. TV, out of home, print, social, search), and earned channels (such as PR and partnerships).

GambleAware currently runs campaigns across two strands, these include:

- Treatment campaigns which aim to raise awareness and usage of the GambleAware funded National Gambling Treatment Service (NGTS) and National Gambling Helpline
 - Launched in March-April 2020, NGTS campaign (When you're there but not there) with the most recent burst of media activity live across March/April 2022). The campaign has been primarily targeted at young men (as PGSI 8+ prevalence/high risk scores skew heavily towards this group) and seeks to promote self-referrals amongst those who are high risk of, or are currently experiencing, gambling disorder by directing them to the National Gambling Helpline and online support at BeGambleAware.org
- Prevention campaigns that aim to encourage safer gambling among those who gamble to prevent "problem gambling", and to raise awareness as the GambleAware website as source of advice and support for those experiencing harms from gambling
 - First launched in February 2019 the Men's Prevention Campaign (BetRegret). The campaign is aimed at young men (aged 18-34) who bet regularly. The campaign highlights the sinking feeling of placing a bet that they immediately regret and encourages behaviour change by "tapping out" of their betting app to avoid BetRegret. The most recent burst of media activity was in August-September 2021 with another burst TBC
 - Launched between 31st January 2022 and early April the Women's Prevention Campaign (Losing track of the world around you) is one of the first gambling harm prevention campaigns targeted at women and aims to raise awareness of the gambling harms women experience, how to spot the early warning signs of harmful gambling and signpost the steps they can take to keep their gambling under control. The next burst of the women's campaign is expected in Autumn 2022.

Although these two campaign strands are the core offer within advertising currently, GambleAware are seeking to expand their offer given a change in strategic direction.

Key audiences of interest

The sample will change based on the research aims and methodology, along with the campaign strand that requires insights. However, general public samples will often be stratified by various variables such as:

- Demographics (e.g. age, gender, socioeconomic status, ethnicity, region)
- Gambling behaviours (e.g. gambled in last 4 weeks, PGSI score)
- Campaign target groups (e.g. women aged 18-55, men aged 18-45, PGSI 1-7, PGSI 8+)

Some projects may also require interviews among those with valuable expertise, such as those who are experts by experience, and academic/industry experts who have expertise in various fields (e.g. Stigma, semiotics, public information campaigns, behaviour change).

Key outputs of interest

The expected core deliverables of projects commissioned under this framework will likely depend on the methodology and aims of the research. However, below are some examples of typical project requirements. Please note that all deliverables must be shared with GambleAware (and other parties) by the commissioned agency in line with relevant GDPR guidelines and data protection laws.

- Project management:

- Planning/scheduling project meetings with the research lead and communications team at GambleAware.
- Managing the project end-to-end, adhering to timelines and keeping clients informed of any potential risks/issues during the project.
- Data outputs (for applicable projects):
 - An anonymised raw dataset (including weighting variables) in database format (e.g. SPSS) for GambleAware to conduct statistical analyses on where necessary.
 - A set of Excel data tables broken down by key variables (e.g. age, gender, region) for each audience of interest.
 - A set of wave-on-wave Excel data tables, broken down by key subgroups identified during analysis for each audience of interest (or a programme similar to YouGov's crunch platform which enables you to conduct ad-hoc data analysis).
 - All transfers of individual level data must be in line with GambleAware data security guidance; files must be encrypted and password protected, and passwords should be shared via alternate media to the files.
- Reporting:
 - Most frequently a PowerPoint slide deck/report is required for each project (although may sometimes require a written report in Word) which includes:
 - Background slides (e.g. overview, sampling approach, fieldwork dates)
 - Key findings and recommendations that are actionable and practical, with relevant parties within GambleAware contributing towards their co-creation.
 - Inclusion of sub-group summaries, including for the agreed vulnerable and disadvantaged groups.
 - Inclusion of all relevant back data for appropriate slides/metrics.
 - Inclusion of statistical analyses & tests that are appropriate to the data, for example significance testing between the current year of data vs the previous year.
 - Formatting that is easy to digest (e.g. line charts for trends over time, different colours for different audiences, wave dates along with number such as W1 Nov-21, questions and base sizes at the bottom of slides, key elements of title/sub-title/base notes/charts level from slide to slide to prevent distraction).
- Dissemination:
 - An online debrief (or in-person if necessary/Covid-19 permits) of key findings and recommendations.
- Provide a high level of expertise by:
 - Providing recommendations for the right approaches and techniques to cost-efficiently conduct research, including investigating any new and innovative approaches.
 - Providing a high level of strategic insight to inform GambleAware's advertising and brand strategy, alongside campaign and brand specific expertise.

Expression of Interest Form

This Expression of Interest form is the principal method for drawing up a shortlist for the advertising, brand and secondary research roster. This form is designed to allow GambleAware to consistently collect key information from potential contractors, to identify what skills and experience they can bring to an advertised project. This helps ensure GambleAware achieves value-for-money when awarding briefs.

An overview of the timings can be seen below (dates revised on 16th June 2022):

- This roster will be advertised on Friday 27th May 2022
- Questions should be submitted to research@gambleaware.org by 6.00pm Monday 20th June
- Question answers will be distributed by 6.00pm Friday 24th June
- Completed forms should be submitted to research@gambleaware.org by 6.00pm Wednesday 6th July
- Initial scoring will be completed by 6.00pm Wednesday 20th July
- An extra interview stage MAY be required at a later date but will be avoided if possible

From time to time, conflicts of interest or loyalty may arise which require transparent and careful management. GambleAware regularly revises its own Conflicts of Interests policy. This policy requires employee notification of actual or potential conflicts. These are reviewed throughout the procurement process and, if possible, mitigation steps are put in place to prevent any conflict of interest. Recognising that in any marketplace there will be conflicts from time to time, GambleAware may manage conflicts by restricting the decision-making powers or involvement of its employees where it is fair to do so. If you would like further details on any conflict management steps that have been taken internally, please contact us on research@gambleaware.org.

How will information provided be assessed?

Completed forms will be assessed by GambleAware on how they meet the criteria below, so it is important that the information provided is applicable to the requirements and criteria outlined in the form and in the accompanying advertisement. Weighting applied to each criterion represents level of priority. Weighting will be multiplied by a 1-5 score in line with score descriptions below. GambleAware's decision is final, and there is no appeals process.

Criteria	Weighting	Maximum score
Experience of roster team	5	20
Relevant experience and impact	5	20
Innovative thinking	5	20

Score Description	Score
Did not substantively answer the question in any way	1
Answered the question but only partially	2
Answered the question adequately and displayed a good level of knowledge	3
Answered the question very well and setting out clear examples	4
A comprehensive answer that includes examples, goes further and articulates real context and clarity	5

Further information

Only a limited number of contractors will be invited to the next stage and the submission of an expression of interest should not be taken as a guarantee of inclusion on the roster. All contacts who submit an Expression of Interest form will be notified of the result of the exercise.

GambleAware expressly reserves the right to:

- Clarify information provided in a response and seek independent advice to validate information declared or to assist in the assessment of submitted forms
- Cancel the expression of interest process and reject all proposals at any time.

If you have any further questions about completing this form, please email research@gambleaware.org

A. SUPPLIER INFORMATION

Organisation name	
Organisation type (e.g. academic, commercial, voluntary, other)	
Nature of organisation	
Website address	
Contact name	
Position/Job title	
Email address	
Telephone number	
Correspondence address	

B. SCREENING CRITERIA

Please confirm if your organisation...	Word limit	Evidence requested	Reason for data collection
Has an Equality, Diversity, and Inclusion Policy	150	Please set out how equality, diversity, and inclusion considerations inform day-to-day operations within your organisation (please include link to/copy of diversity and inclusion policy if available).	To screen out those without an EDI policy
Has an GDPR Policy / processes in place	150	Please confirm that your privacy notices caters for sharing aggregated (and individual) data with non-profit charitable and commissioning bodies for the purpose of enabling the prevention and treatment of gambling harm. Please also include link to/copy of GDPR and/or privacy if available along with any ISO accreditations in this area	To screen out those without a GDPR policy

Is accredited by a research body	100	Information on any research industry accreditations (e.g. MRS, SRA)	To screen out those without a formal accreditation
Has any conflict of interests with GambleAware / the GambleAware team	100	Information on conflict of interests.	To monitor conflicts of interest and make adjustments where necessary
Conducts research on behalf of gambling operators	100	Information on any research conducted by the bidder on behalf of UK or international gambling operators.	To monitor conflicts of interest and make adjustments where necessary
Acknowledges that being on the roster does not guarantee work	1	-	-
Accepts the terms and conditions in the appendix of this document	1	-	-

C. PROJECT TYPES WITH EXPERTISE

There are two different sections for bidders to mark off below:

1. **SPECIALIST:** Only tick those workstreams that your team/agency is a specialist in, as you will need to provide evidence that sufficiently proves your expertise in the experience section below. A specialist would need to conduct the basics to a high standard, make an impact with the work they do, and go beyond the brief to add value to projects
2. **OTHER:** For this column you can tick those workstreams that your team/agency less regularly works on but has the ability to conduct to a good standard. Agencies will not need to provide any evidence for these at this stage, and this column will only be looked at should we struggle to find two to three “specialist” agencies for each workstream

As mentioned above, you can mark off as many of the workstreams below as you want. However, we would discourage marking off any areas of expertise the organisation is not able to prove within the below experience section, especially given word count restrictions. This method has been chosen so we can ensure that specialist agencies who excel in one workstream (e.g. omnibus), but not other areas, have an equal opportunity to be on the roster.

Project theme	Project workstream	Areas of SPECIALIST expertise (mark with x)	Areas of OTHER expertise (mark with x)
Brand and strategy	1. Brand tracking		
	2. Stakeholder research		

(primary research)	3. User journey research		
	4. Audience segmentation		
	5. Behavioural experiments		
Advertising research (Primary research)	6. Campaign development research		
	7. Omnibus		
	8. Online ethnography		
Secondary research	9. Literature reviews/synthesis reports		
	10. Secondary analysis		

D. RELEVANT EXPERIENCE

Please briefly outline below the relevant experience of your organisation and team. This should relate specifically to the advertised workstreams (s)

Expertise of key team (experience and qualifications of key senior staff who will be involved in providing the work, including details of relevant expertise in the types of research mentioned above, especially in the third sector/charity sector)

Max 500 words

Relevant experience and impact (examples of your organisation's experience – previous or current – in the types of research mentioned above, especially how your research has had an impact in the third sector/charity sector. Any experience on public health information campaigns/brands would be beneficial)

Max 750 words

Innovative thinking (examples where your organisation has “gone beyond the brief” to add value to the types of research mentioned above)

Max 750 words

E. REFERENCES

Please provide details of up to 3 recent relevant projects, undertaken or in progress (include project title, a brief project description, start and end date, value of contract, and details of sponsoring organisation with contact name and details)
1.
2.
3.

F. Declaration

Please tick here to confirm that you provide consent to GambleAware to hold and process this data for the purposes of being kept on the research roster. GambleAware will hold your data for two years. You can edit your responses or withdraw your consent at any time by emailing research@gambleaware.org. Your responses will be processed in accordance with the GambleAware privacy policy available here: <https://www.begambleaware.org/privacy-policy>.

Name	
Email	
Date	

APPENDIX – Terms and Conditions

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

“Agreement”	means the agreement between GambleAware and the Supplier for the supply of the Services in accordance with the Project Key Terms, these Conditions and the Schedule.
“Applicable Laws”	means all applicable laws, statutes, and regulations from time to time in force in the territories where the Services and/or Deliverables are being provided or received.
“Background Intellectual Property”	means any Intellectual Property Rights owned or developed by, or on behalf of, a party other than those created or arising or obtained or developed in the course of or in connection with the Services.
“Business Day”	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
“Change Order”	has the meaning given in clause 5.1.
“Conditions”	means these terms and conditions as set out in clause 1 (Interpretation) to clause 25 (Governing law and jurisdiction) (inclusive).
“Confidential Information”	has the meaning given in clause 13.1.
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018. “appropriate technical measures”, “controller”, “data subject”, “personal data”, “personal data breach”, and “processing” means as defined in the Data Protection Legislation.
“EDI Laws”	means the Equality Act 2010, any statutory code issued under it (and any supplements to it) and associated guidance published by the Equality and Human Rights Commission and all other applicable UK legislation (including, but not limited to, the Human Rights Act 1998), statutory instruments and regulations in relation to equality, diversity and inclusion (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) and any similar or equivalent legislation in any other relevant jurisdiction.

"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Key Personnel"	means the individuals identified as key personnel in the Project Key Terms and/or Statement of Work or any replacement individuals appointed by the Supplier pursuant to clause 7.1.6 (Change in Key Personnel).
"Mandatory Policies"	means GambleAware's business policies attached at Part 3 of Appendix 1 of the Project Key Terms, as amended by notification to the Supplier from time to time.
"Project Key Terms"	means the Part 1 Project Key Terms appended to these Conditions.
"Statement of Work"	has the meaning given in clause 4.1.
"VAT"	value added tax chargeable under English law for the time being and any similar additional tax.
1.2	Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.
1.3	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.4	The Schedule forms part of the Conditions and shall have effect as if set out in full in the body of the Conditions. Any reference to the Conditions includes the Schedule.
1.5	A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
1.6	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1.7	This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
1.8	A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
1.9	A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
1.10	A reference to writing or written includes email but not fax.
1.11	Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.12** A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.13** References to clauses and Schedule are to the clauses and Schedule of this Agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.14** 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.
- 2. Supplier's responsibilities**
- 2.1** The Supplier shall:
- 2.1.1** provide the Services and the Deliverables from the Commencement Date in accordance with the Project Key Terms, these Conditions and/or any applicable Statement of Work;
- 2.1.2** perform the Services and deliver the Deliverables with an appropriate level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 2.1.3** ensure that any Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- 2.1.4** ensure that the Services and any Deliverables specified by GambleAware conform in all material respects with the Project Key Terms, these Conditions and/or any applicable Statement of Work and that such Deliverables are fit for any purpose expressly made known to the Supplier by GambleAware;
- 2.1.5** co-operate with GambleAware in all matters relating to the Services, and comply with GambleAware's instructions and the Mandatory Policies;
- 2.1.6** if applicable, before the date on which the Services are to start, obtain and at all times, maintain during the Term, all necessary licences and consents and comply with all Applicable Laws in relation to the Services;
- 2.1.7** comply with the EDI Laws and all applicable principles of transparency, non-discrimination and equal treatment in connection with the procurement of any elements of the Project and shall promptly provide to GambleAware any information which GambleAware may reasonably request in order to satisfy itself that the Supplier has done so;
- 2.1.8** not subcontract its obligations under this Agreement without the prior written consent of GambleAware; and
- 2.1.9** observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of GambleAware's premises from time to time and that have been communicated to it under clause 3.1.4 (GambleAware notification of health and safety requirements).
- 3. GambleAware's obligations**
- 3.1** GambleAware shall:
- 3.1.1** co-operate with the Supplier in all matters relating to the Services;
- 3.1.2** if applicable, provide access to the GambleAware's premises and data and other facilities as may reasonably be requested by the Supplier and agreed in writing with GambleAware in advance, for the purposes of the Services;

- 3.1.3 provide such information, assistance and materials as the Supplier may reasonably request and is reasonably necessary for the purpose of providing the Services, including as required under the Project Key Terms, these Conditions and/or any applicable Statement of Work; and
- 3.1.4 inform the Supplier of all health and safety and security requirements that apply at GambleAware's premises which the Supplier will require access to.

4. **Statement of Work**

- 4.1 GambleAware may procure any further Services and/or Deliverables by agreeing a Statement of Work with the Supplier pursuant to this clause 4.
- 4.2 Any agreed Statement of Work shall follow the template set out in **Error! Reference source not found.** and any other specific terms agreed by the parties and/or required under this Agreement to be applicable to such Services and/or Deliverables to be provided by the Supplier under that Statement of Work.
- 4.3 The Supplier and GambleAware shall each retain a signed copy of each Statement of Work. Each Statement of Work shall be effective only after being signed by authorised representatives of the Supplier and GambleAware.
- 4.4 Where a Statement of Work contains a term regarding a process or the performance or scope of the Services which conflicts or is inconsistent with a term of this Agreement, the term of the Statement of Work shall prevail over the inconsistent or conflicting term of this Agreement and for all other conflicts or inconsistencies, this Agreement shall prevail over the Statement of Work.
- 4.5 Amendment to the Agreement in a Statement of Work shall only amend this Agreement in relation to that Statement of Work and shall not amend the terms of the Agreement overall unless expressly agreed in accordance with clause 18 (Variation and Waiver).
- 4.6 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

5. **Change control**

- 5.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties (or their authorised representatives). A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on: (i) the Services; (ii) the Charges; (iii) the timetable for the Services; and (iv) any terms of this Agreement.
- 5.2 If either party wishes to make a change to the Services the Supplier shall, within a reasonable time period, provide a draft Change Order to GambleAware.

6. **Charges and payment**

- 6.1 In consideration of the provision of the Services by the Supplier, GambleAware shall pay the Charges.
- 6.2 The Supplier shall submit invoices for the Charges at the intervals specified in Part 2 of the Project Key Terms and/or any applicable Statement of Work. If no intervals are so specified the Supplier shall invoice GambleAware at the end of each month for Services performed during that month.
- 6.3 GambleAware shall pay each invoice submitted to it by the Supplier within 30 days of the date of such invoice to a bank account nominated in writing by the Supplier.
- 6.4 All sums payable under this Agreement are exclusive of VAT and GambleAware shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a proper VAT invoice.

- 6.5** GambleAware may at any time without notice to the Supplier, set off any liability of GambleAware to the Supplier against any liability of the Supplier to GambleAware, whether either liability is present or future, liquidated or unliquidated.
- 6.6** Unless otherwise agreed in writing, the Charges shall be the only payment due to the Supplier. The Supplier shall only charge GambleAware for any additional fees, including third party fees and expenses, with the prior written consent of GambleAware.
- 6.7** If GambleAware fails to make a payment due to the Supplier under this Agreement by the due date, then, unless there is a genuine dispute between the parties which that payment relates to, without limiting the Supplier's remedies under clause 15 (Termination), GambleAware shall pay interest on the overdue sum from the due date until payment at the rate of 2% per annum above the UK base rate of the nominated bankers of the Supplier. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 7. Key Personnel**
- 7.1** Regarding any Key Personnel identified in the Project Key Terms and/or any Statement of Work, the Supplier shall:
- 7.1.1** use the Key Personnel in the provision of the Services;
- 7.1.2** ensure that the Key Personnel are appropriately skilled and experienced to carry out their obligations under this agreement;
- 7.1.3** ensure that the Key Personnel perform their obligations with due care and diligence, in a professional and ethical manner and in accordance with guidelines agreed from time to time between the parties;
- 7.1.4** if applicable, ensure that the Key Personnel remain independent from the gaming industry and gaming industry operators whilst undertaking the Project and will inform GambleAware, without delay if it believes that its independence has been or is likely to be compromised in any manner whatsoever, at any stage of the Project;
- 7.1.5** promptly inform GambleAware of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by GambleAware, provide a suitably qualified replacement for such individual; and
- 7.1.6** not remove or replace any Key Personnel unless:
- (a) requested to by GambleAware;
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - (c) the person's employment or contractual arrangement with the Supplier is terminated for material breach of contract by the Supplier; or
 - (d) the Supplier obtains prior written consent from GambleAware.
- 7.2** If any individual appointed as Key Personnel are to be removed or replaced, the Supplier shall consult with GambleAware regarding the identity of a suitable replacement.
- 8. Project Management**
- 8.1** Each party shall appoint a designated representative, who shall be the internal project managers (each a **Project Manager**).
- 8.2** The Supplier Project Manager shall have the responsibility for the overall progress of the Services and to whom all questions from GambleAware regarding the Agreement and/or any Statement of Work can be referred.

- 8.3** The Supplier agrees that the Supplier Project Manager shall attend meetings scheduled by the GambleAware Project Manager at reasonable intervals to advise on all matters relating to the Services. Such meetings shall be on-site, off-site or via conference call, as appropriate.
- 8.4** The Supplier shall to the extent possible, give GambleAware reasonable written notice of any proposed holiday or leave of absence to be taken by the Supplier Project Manager.
- 8.5** The Supplier agrees that the Supplier Project Manager shall not be replaced during the Term without notice to GambleAware, unless:
- 8.5.1 the appointed individual resigns from employment;
- 8.5.2 the contract of employment of the appointed individual is terminated; or
- 8.5.3 a written request to the Supplier is submitted by GambleAware to replace the appointed individual because they are performing unsatisfactorily or for any other reason.
- 8.6** If the individual appointed as the Supplier Project Manager is replaced, the Supplier shall consult with GambleAware regarding the identity of a suitable replacement.
- 9. Intellectual Property Rights**
- 9.1** Nothing in this Agreement shall affect the ownership of Intellectual Property Rights existing prior to the date of the commencement of the Services.
- 9.2** The Supplier hereby grants to GambleAware a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, sub-licensable licence to use all Background Intellectual Property belonging to the Supplier (if any) which exists prior to the date of commencement of the Services where this is relevant to, and to the extent necessary to, make use of the Intellectual Property Rights in relation to the Services and the Deliverables.
- 9.3** In using GambleAware's name and logo, the Supplier shall comply with all reasonable branding guidelines issued by GambleAware from time to time.
- 9.4** Subject to prior written consent (not to be unreasonably withheld), GambleAware shall grant to the Supplier a non-exclusive, non-assignable, royalty-free licence to use any Background Intellectual Property owned (or licensed) by GambleAware which is reasonably required for the performance of the Services. This licence shall expire automatically upon termination or expiry of this Agreement.
- 9.5** The Supplier hereby assigns by way of present assignment of future rights to GambleAware, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables created by the Supplier.
- 9.6** The Supplier shall obtain waivers of all moral rights in the Deliverables created by the Supplier to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or similar provisions of law in any jurisdiction.
- 9.7** At its own expense the Supplier shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement. You will obtain our prior written consent before you incorporate any third party Intellectual Property Rights in the Services. Any such consent will be subject to you procuring for us from such third party such usage rights as are reasonably required for the Services. Any third party licence shall be subject to GambleAware's prior written consent.
- 9.8** The Supplier warrants that the receipt and use of the Services and/or Deliverables by GambleAware shall not infringe the rights, including any Intellectual Property Rights, of any third party.

9.9 The Supplier shall on demand indemnify GambleAware against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by GambleAware arising out of or in connection with any claim brought against GambleAware for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and/or Deliverables (excluding the GambleAware Background Intellectual Property).

10. Insurance

During the Term the Supplier shall maintain in force, with a reputable insurance company, appropriate insurance cover to cover the liabilities that may arise under or in connection with this Agreement and shall produce to GambleAware on request the insurance certificate giving details of cover and the receipt for the current year's premium in respect of the insurance.

11. Compliance with laws and policies

11.1 Each party shall comply with all Applicable Laws and shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010.

11.2 In performing its obligations under the Agreement, the Supplier shall:

11.2.1 at all times comply with all relevant legislation and all applicable codes of practice (including but not limited to any applicable gambling or gaming legislation or regulations) and other similar codes or recommendations, and shall notify GambleAware immediately of any significant departure from such legislation, codes or recommendations;

11.2.2 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

11.2.3 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

11.2.4 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including, but not limited to, the Modern Slavery Act 2015;

11.2.5 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

11.2.6 if applicable, include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 11.2;

11.2.7 notify GambleAware as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and

11.2.8 maintain a complete set of records to trace the supply chain of all Services provided to GambleAware in connection with this Agreement; and permit GambleAware and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 11.2.

11.3 The Supplier represents and warrants that at the Commencement Date it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

- 11.4** GambleAware may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 11.2 (Modern Slavery Act 2015 compliance) or clause 11.3 (anti-slavery and anti-human trafficking warranty)
- 11.5** Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.
- 12. Data Protection**
- 12.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
- 12.2** Both parties shall comply with its applicable obligations under Data Protection Legislation if processing personal data (as those terms are defined under Data Protection Legislation) in relation to the Services.
- 12.3** Unless specifically agreed in writing between the parties, neither party shall provide or disclose any personal data to the other party in connection with the Services. For the avoidance of doubt, each party shall use all reasonable efforts to anonymise any personal data collected in connection with the Services in line with guidance on anonymisation produced by the Information Commissioner's Office before providing such data to the other party.
- 13. Confidentiality**
- 13.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clause 13.2.
- 13.2** Each party may disclose the other party's Confidential Information:
- 13.2.1** to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 13; and
- 13.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3** No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 13.4** The Supplier shall not make any media announcements regarding the Agreement, or otherwise publicise the Agreement, without the prior written authorisation of GambleAware.
- 13.5** The Supplier shall not publish any material referring to the Project or GambleAware without the prior written agreement of GambleAware. The Supplier shall acknowledge the support of GambleAware in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by GambleAware) shall include GambleAware's name and logo (or any future name or logo adopted by GambleAware) using the templates provided by GambleAware from time to time. GambleAware may acknowledge the Supplier's involvement in the Project as appropriate without prior notice.
- 14. Limitation of liability**
- 14.1** Nothing in this Agreement shall limit or exclude either party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (ii)

fraud or fraudulent misrepresentation; (iii) any other liability which cannot be limited or excluded by any Applicable Laws; and (iv) any indemnities given under this Agreement.

14.2 Subject to clause 14.1:

14.2.1 neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; or (vi) special, indirect or consequential damage or loss arising under or in connection with this Agreement; and

14.2.2 each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to twice (2x) the Charges paid and/or payable by GambleAware under this Agreement or [£10,000,] whichever is greater.

14.3 No amount awarded or agreed to be paid under the indemnity in clause 9.9 (IPR indemnity); or clause 12 (Data protection indemnity) shall count towards the cap on the Supplier's liability under clause 14.2.2.

14.4 The rights of GambleAware under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

15. Termination

15.1 GambleAware may terminate this Agreement on not less than thirty (30) days' written notice with no liability to make any further payment to the Supplier (other than in respect of any unpaid Charges in relation to the Deliverables delivered to GambleAware prior to notice of the termination and pursuant to clause 15.4.1, and Services rendered up until the date of termination).

15.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;

15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; and

15.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 Following the service of notice to terminate, the Supplier shall, at GambleAware's election continue to supply those Services at the same standard as specified in clause 2.1.1 until the termination of the Agreement.

15.4 On termination or expiry of the Agreement:

15.4.1 the Supplier shall immediately deliver to GambleAware all Deliverables (whether or not then complete);

15.4.2 GambleAware shall promptly pay any outstanding invoices properly issued by the Supplier;

- 15.4.3 each party shall immediately destroy or deliver to the other party all copies of all Confidential Information provide to the other party in connection with this Agreement; and
- 15.4.4 the following clauses shall continue in force: clause 1 (Interpretation); clause 9 (Intellectual Property Rights); clause 12 (Data Protection); clause 13 (Confidentiality); clause 14 (Limitation of Liability); clause 15 (Termination); clause 18 (Variation and Waiver); clause 19 (Severance); and clause 25 (Governing law and jurisdiction).
- 15.5** Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 16. Force majeure**
- 16.1 Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption or failure of utility service.
- 16.2** Provided it has complied with clause 16.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations, including but not limited to, any obligations to make payments under this Agreement. The time for performance of such obligations shall be extended accordingly.
- 16.3** The Affected Party shall:
- 16.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
- 16.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.4** If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving seven (7) days' written notice to the Affected Party.
- 17. Assignment and other dealings**
- Neither party shall, without the other party's prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

18. **Variation and Waiver**

- 18.1** Subject to clause 5 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.2** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.3** A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. **Severance**

- 19.1** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 19.2** If any provision or part-provision of this Agreement is deemed deleted under clause 19.1 (Severance) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. **Entire agreement**

- 20.1** This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 20.3** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21. **No partnership or agency**

- 21.1** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 21.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. **Third party rights**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23. **Notices**

- 23.1** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- 23.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or
- 23.1.2 sent by email to the following email addresses:
- (a) GambleAware Project Manager email address, as set out in the Project Key Terms; and
 - (b) Supplier Project Manager email address, as set out in the Project Key Terms.
- 23.2** Any notice shall be deemed to have been received:
- 23.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address (or, if delivery is not in business hours, at 9.00am on the first Business Day following delivery);
- 23.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 23.2.3 if sent by email: (i) at the time of transmission; or (ii) if this time falls outside business hours in the place of receipt, when business hours resume; or (iii) if the recipient has an automated “out of office” reply, at the time the out of office ceases to apply.
- 23.3** In this clause 23, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 23.4** This clause does not apply to the service of any proceedings or any documents in any legal action.
- 24. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25. Governing law and jurisdiction

- 25.1** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 25.2** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

GambleAware

