

BusinessWatch Terms and Conditions of Service:

1. Definitions and Interpretation

1.1 In these Conditions the following expressions shall have the following meanings unless the context requires otherwise:

"Additional Charge"	means charges additional to the Annual Charge.
"Additional Services"	means services additional to the Service.
"Annual Charge"	means the annual amount charged by the Service Provider and paid by the Customer as set out in the Contract.
"Applicable Anti-Bribery Law"	means any bribery or fraud or other similar corruption law of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
"Asset Schedule"	means the asset schedule contained within the Service Provider's Proposal.
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Charges"	means all charges due to the Service Provider by the Customer as set out in the Service Provider's Proposal or otherwise due to the Service Provider in accordance with the Contract.
"Contract Period"	means the contract length set out in the Service Provider's Proposal, or if no contract length is set out in such, a period equal to 36 months.
"Commencement Date"	means the date stated in the Contract, or when the Service Provider began the Service (whichever is the earliest).
"Conditions"	means these Conditions of Service.
"Consumer Price Index"	means the Consumer Price Index (All Items) published by the Office for National Statistics (ONS), or any official successor index that replaces it.
"Contract"	means the contract between the Service Provider and the Customer for the carrying out of the Service which incorporates the Service Provider's Proposal and these Conditions.
"Customer"	means the company or organisation or individual to whom these Conditions are addressed.
"Equipment"	means the Equipment described in the Contract or listed in the Asset Schedule.
"Goods"	means any product or equipment explicitly sold to the Customer by the Service Provider in connection with the provision of the Service or set out in a separate Service Provider Proposal;
"Party"	means each of the Service Provider and the Customer.
"Renewal Period"	means a period equal to twelve (12) months.
"Service"	means the provision of goods and/or the installation, and maintenance services to be carried out by the Service Provider described in the Contract.
"Service Level Agreement"	means the agreement contained within the Service Provider's Proposal confirming the level of Service to be provided by the Service Provider.
"Service Provider"	means BusinessWatch
"Service Provider's Proposal"	means the proposal document supplied by the Service Provider for the carrying out of the Service.
"Site"	means the location where the Service is to be carried out.
"Survey"	means any survey or other investigations carried out by or on behalf of the Service Provider that it deems necessary prior to the installation of any Goods and/or Equipment, and/or the provision of the Service.

- 1.2 References in the Contract:
- 1.2.1. to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;
- 1.2.2. to a "person" includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;
- 1.2.3. to a Party includes its respective successors and permitted assigns and their respective employees and agents; and
- 1.2.4. to any word in the singular include the plural and vice versa.
- 1.3 Headings are for convenience only and do not affect the interpretation of the Contract.
- 1.4 Where in the Contract a Party agrees not to do any act or thing it also agrees not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.
- 1.5 A reference to a third person or third party is a reference to a person who is not a Party.
- 1.6 The words 'include', 'including', 'for example' or 'such as' are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.7 Notwithstanding any provision to the contrary in any tender, purchase order, acknowledgement, correspondence, or other document issued by the Customer, the Service Provider expressly rejects and excludes all terms and conditions proposed or imposed the Customer. The Service Provider's terms and conditions shall apply exclusively to the supply of the Goods and/or Services and shall prevail over any conflicting, inconsistent, or additional terms and conditions, unless expressly agreed otherwise in writing and signed by an authorised representative of the Service Provider. The Customer's issuance of any purchase order, tender documentation, acceptance form or other document containing or referring to any other terms and conditions shall not vary, amend, or supplement the Service Provider's terms and conditions, nor constitute acceptance by the Service Provider of any such terms and conditions.
- 2. The Service**
- 2.1 Subject to a satisfactory Survey (where applicable), the Service Provider shall carry out the Service for each item of the Equipment in accordance with the Contract.
- 2.2 An order may be cancelled by the Service Provider without liability if the results of any Survey are in the Service Provider's reasonable opinion unsatisfactory or if it is not technically feasible to implement and/or support the Service.
- 2.3 The Service Provider shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of the location and installation of any Goods.
- 2.4 All necessary parts, materials, equipment and the supply of replacement batteries, shall be an Additional Charge in accordance with clause 7.2.
- 3. Response Times and The Emergency Service**
- 3.1 The Service Provider shall be available to respond to emergency calls from the Customer 24 hours a day every day (the "Emergency Service").
- 3.2 The Customer agrees to pay an Additional Charge for the Emergency Service in accordance with clause 7.
- 3.3 In the absence of a Service Level Agreement, the following guaranteed response times, as calculated from the time of initial reporting to attendance at the Site, are to be provided as part of the Emergency Service:
 - 3.3.1 the Service Provider shall respond to calls concerning an immediate risk to health and safety ("Urgent Calls") within 4 hours;
 - 3.3.2 the Service Provider shall respond to calls concerning a risk to property, security or business interruption, occupant discomfort or inconvenience ("Emergency Calls") within 8 hours; and
 - 3.3.3 the Service Provider shall respond to calls concerning aesthetic or inconvenience ("Routine Calls") within 120 hours.
- 4. Additional Services**
- 4.1 If the Customer requests the Service Provider carry out any Additional Services and the Service Provider agrees to provide such Additional Services, the Customer agrees to pay an Additional Charge in accordance with clause 7.
- 4.2 Rectification of any latent defects in the Equipment, whether known or unknown, shall be subject to an Additional Charge unless the Equipment is within the manufacturer's warranty and was supplied and installed by the Service Provider.
- 5. Hours of Working**
- 5.1 With the exception of the Emergency Service or unless otherwise agreed, all services, whether forming part of the Service or Additional Services, shall be performed by the Service Provider on a Business Day between the hours of 8:00am and 4:00pm.
- 6. Term**
- 6.1 The Contract shall come into effect on the Commencement Date for the Contract Period and unless the Contract is terminated in accordance with the terms of this Contract, will continue automatically following the Contract Period for

subsequent Renewal Periods.

7. Charges and Payment

7.1 The Annual Charge shall be payable monthly in advance (or such other billing frequency as indicated in the Service Provider's proposal). The Service Provider reserves the right to vary the Annual Charge on the first and subsequent anniversaries of the Commencement Date by an amount equal to 5% above the Consumer Price Index by giving the Customer thirty (30) days' written notice.

7.2 Additional Charges for the Emergency Service and for any Additional Services shall comprise:

7.2.1 labour charges at the Service Provider's rates current at the date of provision of such services;

7.2.2 the price of Goods provided at the Services Provider's price current at the date of provision; and

7.2.3 travel expenses at the Service Provider's rates current at the date of provision of such services.

7.3 Where any services are provided under the Contract outside the hours referred to in clause 5, the labour charges shall be calculated at the Service Provider's then current rates applicable to such hours of work.

7.4 Unless otherwise agreed by the Parties, the Service Provider may vary its standard rates at any time. The Service Provider further reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Service Provider that is due to: (i) any factor beyond the control of the Service Provider (including foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs and delays in procurement); (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods specification; or (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Service Provider adequate or accurate information or instructions in respect of the Goods.

7.5 The Service Provider reserves the right to apply reasonable surcharges to the Charges to reflect increases in operating costs that are outside its reasonable control, including (without limitation) increases in fuel costs, energy prices, transportation costs, or government-imposed taxes or levies ("Cost Increases"). Any such surcharge shall be calculated using a reasonable methodology. Furthermore, unless otherwise agreed in writing, surcharges applied under this clause 7.5 shall be itemised separately on the applicable invoice and shall be payable in accordance with the payment terms of this Contract.

7.6 Written confirmation of acceptance of the Service Provider's Proposal must be received from the Customer within the validity period set out in the Service Provider's Proposal to secure quoted pricing. If the Customer accepts a Service Provider's Proposal at any time after the validity period, the Service Provider reserves the right to review and adjust pricing to reflect current costs upon written notice to the Customer.

7.7 The Service Provider shall invoice the Customer for all Charges via electronic mail only and the Service Provider may invoice, at any time, any Charges omitted from a previous invoice.

7.8 If the Customer holds a current credit account, the Customer may (by written request) be required to pay a deposit of 40% of the total order for purchased Goods and will be required to pay the balance on receipt of any further Goods delivery or installation invoice(s). The Service Provider may invoice the Customer for fees for Goods on or at any time after delivery of Goods to the Customer's site or (where applicable) the Service Provider's stock facility location.

7.9 If the Customer does not hold a current credit account or pre-agreed written payment terms, the Service Provider reserves the right to invoice the Customer for any value up to 100% of the Charges prior to delivery of any Goods or Services. If less than 100% of the Charges are invoiced prior to delivery, the balance shall be invoiced on or at any time after completion of the Services, or delivery of Goods to the Customer's site or (where applicable) the Service Provider's stock facility location.

7.10 Stage payments may be required for orders over £10,000, this also applies to clients who have a credit account.

7.11 Unless otherwise agreed by the Parties, payment is due within thirty (30) days of the date of the invoice. If the payment which is properly due is not made within 7 days from receiving written notice from the Service Provider specifying the invoice number and the amount due the Service Provider may suspend or cancel the Services and charge interest on all sums outstanding at a rate of 8% above the base rate of the Bank of England. The interest rate used will be that in force on the due date and will be applied from the due date to the date of actual payment.

7.12 Furthermore, if any amount payable under this Contract is not paid by its due date, the Service Provider may, without prejudice to any other rights or remedies, instruct a credit agency or third-party debt collection provider to recover the overdue amount.

7.12.1 The Customer shall be liable for all reasonable and proportionate costs and expenses incurred by the Service Provider in connection with the recovery of overdue sums, including (without limitation) the fees of any credit agency, debt collection agency, or legal adviser, to the extent permitted by applicable law.

7.12.2 The Service Provider may authorise such third-party credit agency or debt collection provider to invoice the Customer directly for its fees and charges relating to the recovery of overdue amounts, and the Customer agrees to pay such invoices in accordance with their stated payment terms, provided that such fees and charges are reasonable and have been properly incurred.

7.12.3 Nothing in this clause shall limit the Service Provider's right to recover such costs directly from the Customer as a debt.

7.13 The Customer shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider to justify withholding any payment of any such amount in whole or in part. If the Customer has disputed an invoice in good faith, it may only withhold

payment for the disputed amount and not for the full invoice. All undisputed amounts must be paid in accordance with the terms set out above in this Clause 7.

- 7.14 If the parties have agreed that the Charges are not invoiced in Pound Sterling, the Charges under this Contract are based on the exchange rate prevailing on the date of this Contract (the "Base Rate"). If, at any time during the Contract Period or subsequent Renewal Period, the exchange rate between the Base Currency and the Relevant Foreign Currency fluctuates by more than 2% (adversely to the Service Provider) compared to the Base Rate, the Service Provider may adjust the Charges to reflect such fluctuation upon written notice to the Customer. Any such adjustment shall: (i) be calculated by reference to a recognised published exchange rate (such as that published by a central bank or reputable financial institution) on the date of invoicing; (ii) be proportionate to the actual impact of the exchange rate fluctuation on the Service Provider's costs; and (iii) not exceed the percentage change in the relevant exchange rate since the Base Rate was established.
- 7.15 All charges mentioned herein are exclusive of VAT which shall be added where so required by law and paid by the Customer.
- 7.16 The Service Provider reserves the right to undertake a credit check on the Customer at any time and vary the payment terms set out in this clause 7 should the result of such check prove to be unsatisfactory.

8. Suspension

- 8.1 If any sum due under the Contract is not paid by the Customer by the relevant final date for payment the Service Provider may give 7 days' notice of its intention to suspend performance of any or all of its obligations under the Contract, specifying the grounds for suspension.
- 8.2 Should the Customer fail to pay the sum due after the expiry of the 7-day notice period, the Service Provider may suspend performance of any or all of its obligations under the Contract until payment in full by the Customer of the relevant sum due.
- 8.3 Where the Service Provider suspends performance, the Service Provider shall be entitled to recover from the Customer a reasonable amount in respect of costs and expenses it reasonably incurs as a result of the suspension.

9. Title, Risk & Defective Products

- 9.1 Any Goods, parts, materials and equipment provided by the Service Provider shall remain the sole and absolute property of the Service Provider until payment for them has been received in full by the Service Provider. The Customer acknowledges that until such time the parts, materials and equipment shall be at its risk and that it is in possession of them solely as bailee for the Service Provider. If any such items are not paid for in accordance with these Conditions the Service Provider may enter upon any premises in order to repossess the same.
- 9.2 Until title to the Goods, parts, materials and equipment has passed to the Customer, it shall:
- 9.2.1 hold the Goods, parts, materials and equipment on a fiduciary basis as the Service Provider's bailee;
 - 9.2.2 store the Goods, parts, materials and equipment separately from all other goods held by the Customer so that they remain readily identifiable as the Service Provider's property;
 - 9.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, parts, materials and equipment; and
 - 9.2.4 maintain the Goods, parts, materials and equipment in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 9.3 If before title to the Goods, parts, materials and equipment passes to the Customer, it becomes insolvent, or the Service Provider reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy the Service Provider may have, the Service Provider may at any time require the Customer to deliver up the Goods, parts, materials and equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party in order to recover them.
- 9.4 The Customer may reject any faulty Goods, parts, materials and equipment delivered to it, provided that notice of rejection is given to the Service Provider containing an explanation as to the reason why the Goods, parts, materials and equipment are considered defective:
- 9.4.1 in the case of a defect that is apparent on visual inspection, within three (3) days of delivery; and
 - 9.4.2 in the case of a latent defect, within a reasonable time of the defect becoming apparent.
- 9.5 If the Customer fails to give notice of rejection in accordance with Clause 9.4 it shall be deemed to have accepted such Goods, parts, materials and equipment.
- 9.6 On receipt of a rejection notice in accordance with Clause 9.4, the Customer acknowledges that the Service Provider will liaise with the original manufacturer of the Goods, parts, materials and equipment as to its quality. The manufacturer will carry out an investigation in relation to the quality of the Goods, parts, materials and equipment. Following such investigation, the Service Provider shall either:
- 9.6.1 where the manufacturer determines there to be a fault, repair or replace the rejected Goods, parts, materials and equipment or repay the price of the rejected Goods, parts, materials and equipment to the Customer;
 - 9.6.2 where the manufacturer deems that there is no fault, return the Goods, parts, materials and equipment to the Customer.
- 9.7 Once the Service Provider has carried out its actions in accordance with Clause 9.6, it shall have no further liability to the Customer in respect of the Goods, parts, materials and equipment.

- 9.8 Where the Goods, parts, materials and equipment are not manufactured by the Service Provider, the Service Provider gives no assurance or guarantee that the sale or use of the Goods, parts, materials and equipment will not infringe the IPRs of any third party.

10. Customer's Responsibilities

10.1 The Customer agrees:

10.1.1 not to move or modify the Equipment in any way without first notifying the Service Provider of such change and the Customer accepts that if any such change affects the nature, timing or location of the Services provided by the Service Provider, the Service Provider shall be entitled at its option to adjust the Annual Charge or to terminate the Contract;

10.1.2 to allow the Service Provider full access to the Equipment and suitable working space at all reasonable times to enable the Service Provider to perform its obligations, failing which the Customer shall pay to the Service Provider an Additional Charge for any period during which the Service Provider is engaged in travelling to and from and is present at the Site but is prevented from carrying out the Service or any other services required pursuant to the Contract (such Additional Charge to be calculated at the Service Provider's then current rates);

10.1.3 to ensure that no person other than the Service Provider's authorised representatives shall be allowed to repair, maintain or service the Equipment; and

10.1.4 to be responsible for insuring against loss or damage to the Equipment and all the Customer's other plant, equipment and buildings including their contents.

10.1.5 to inform the Service Provider of any health and safety, RAMS or asbestos issues arising out of any risk assessments carried out by the Customer.

- 10.2 If the Customer fails to take delivery or (where applicable) allow installation of the Goods or Equipment on any agreed delivery or installation date the Service Provider may arrange for its transport and storage at the Customer's risk and the Customer shall be liable for the reasonable costs of such transport and storage. The Service Provider may also charge the Customer a call out fee together with any costs incurred by the Service Provider in relation to such failure by the Customer.

10.3 The Customer shall not:

10.3.1 do anything or knowingly to allow any circumstance which is likely to damage the Goods or Equipment or detract from or impair its performance or operation; and

10.3.2 remove, tamper with or obliterate any words or labels on the Goods or Equipment or any part thereof.

- 10.4 The Service Provider shall have no liability whatsoever for any loss or damage incurred as a direct or indirect result of a Customer breach of this Clause 10.

11. Termination

- 11.1 The Customer may terminate this Contract by giving the Service Provider thirty (90) days' written notice prior to the expiry of the of the Contract Period or any subsequent Renewal Period, as appropriate.

- 11.2 Without prejudice to any other remedies which may exist, either party may at its option terminate the Contract forthwith by written notice to the other by giving notice if:

11.2.1 the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt other than as part of a good faith reorganisation of such Party's Group.

11.2.2 the other party commits a material breach of the Contract and fails to remedy that breach within 30 days of receiving a notice identifying the breach and requiring it to be remedied; or

11.2.3 the other party commits a material breach of the Contract that cannot be remedied.

- 11.2 Termination of the Contract for any reason shall not prejudice or affect the parties' accrued rights and liabilities as at termination.

- 11.3 On termination of the Contract for any reason the Service Provider may collect all property belonging to the Service Provider and the Customer shall be liable to pay the Service Provider forthwith all charges due up to the date of termination.

- 11.4 On termination of the Contract by reason of a Customer default, the Customer shall be liable to pay the Service Provider all Charges that would otherwise have been payable by the Customer during the Contract Period or subsequent Renewal Period if applicable. The Service Provider shall not be obliged to refund any Charges paid in advance.

- 11.5 If the Customer cancels all (or part of) an order for Service, any time before the Service Commencement Date, the Customer will be liable to pay any reasonable costs incurred by the Service Provider because of the Service Provider progressing the order for Service for delivery prior to the Customer cancellation.

12. Liability

- 12.1 The Service Provider's total and aggregate liability to the Customer in respect of all matters arising out of, under or in connection with the Contract, including (without limitation) any breach of the Service Provider's obligations under the Contract, whether arising in contract, tort, statute, strict liability or otherwise, shall not exceed the Annual

Charge.

- 12.2 Neither party shall be liable to the other in respect of any consequential, economic or indirect loss of any kind, however occurring.
- 12.3 The Service Provider shall have no liability whatsoever to the Customer for loss of profit, loss of contracts or loss of opportunity.
- 12.4 Nothing in the Contract is intended to limit or exclude either party's liability for death or personal injury caused by that party's negligence or for any other matter in respect of which the law provides that liability cannot be limited or excluded.

13. General

- 13.1 **Entire agreement.** The Contract constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous agreements (whether written or oral) between the parties relating thereto. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any written or oral statement, representation, misrepresentation, assurance or warranty (whether express or implied) other than as expressly set out in the Contract.
- 13.2 **Health and Safety.** The Service Provider and its employees, agents and sub-Service Providers shall at all times comply with all health and safety requirements relating to the carrying out of services under the Contract. Such requirements include statutory laws and regulations, codes of practice and British Standards where they impact on or relate to health and safety.
- 13.3 **Data Protection.** The Service Provider processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR). Personal data will be collected and used only for legitimate business purposes, kept secure, and retained only for as long as necessary. Individuals may have rights regarding their personal data, including the rights to access, correct, delete, or restrict the processing of their information, subject to applicable legal requirements.
- 13.4 **Force Majeure.** The Service Provider shall not be liable for any breach of its obligations under the Contract where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Such causes include, but are not limited to, fire, explosion, breakdown or failure of equipment, systems or facilities, strike, lock-out, labour dispute, illness, epidemic, flood, drought, war, civil commotion or requirement of any authority, fault or failure of a communications network, licensing or government agency.
Where such cause continues for more than three (3) calendar months either Party may without additional liability terminate the Contract by giving not less than thirty (30) working days' written notice to the other Party.
- 13.5 **Time Not of the Essence.** Any dates quoted by the Service Provider in connection with the provision of the Service or delivery and installation of the Goods and/or Equipment shall be treated as estimates only. The Service Provider accepts no liability for failure to meet such dates.
Variation. Any variation to the Contract shall only be binding if made in writing and signed by a duly authorised representative of each of the parties.
- 13.6 **Third Party Rights.** The Contract is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.7 **Assignment.** The Service Provider shall be entitled to assign the benefit of the Contract without the Customer's consent. The Customer shall not assign, transfer or otherwise deal in any manner with its rights and benefits under the Contract unless agreed by both parties in writing.
- 13.8 **Anti-Bribery.** The Customer must not violate any Applicable Anti-Bribery Law.
 - 13.8.1 The Customer has and must at all times implement adequate procedures designed to prevent the Customer or any associated person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti Bribery Law.
 - 13.8.2 The Customer represents that, in connection with this Contract, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Service Provider or any third party) by or on behalf of the Customer or its associated persons.
 - 13.8.3 Breach of any of the provisions in this condition 13.8 or of any Applicable Anti-Bribery Law is a material breach of this Contract and, without prejudice to any other right, relief or remedy, entitles the Service Provider to terminate this Contract immediately.
- 13.9 **Modern Slavery Act.** The Customer warrants and represent that it has complied with and throughout the Contract Period and any subsequent Renewal Period will continue to comply with:
 - 13.9.1 its obligation under Section 54 of the Modern Slavery Act 2015, if applicable, to produce for each financial year an anti-slavery and human trafficking statement setting out the steps it has taken during that year to ensure that slavery or human trafficking is not taking place in any part of the Customer's own business and in any of its supply chains; and
 - 13.9.2 any applicable policy of the Service Provider in place from time to time relating to the prevention of slavery, servitude, forced or compulsory labour, human trafficking or to any human rights matters.

- 13.10 **No Waiver.** No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 13.11 **Severance.** If any provision of the Contract is held by a court or other relevant tribunal to be invalid or unenforceable, it shall be severable and shall be deemed omitted from the Contract to the extent necessary to prevent such invalidity or unenforceability and the remaining provisions shall continue to have full effect.
- 13.12 **Governing Law.** The Contract shall be governed by English law, and the English courts shall have jurisdiction with regard to all matters arising under it, provided that nothing shall limit the right of either party to take proceedings in any other court of competent jurisdiction for the purposes of enforcing a judgment of the English courts.