

# Terms and Conditions

## 1. Interpretation The Customer's attention is particularly drawn to the provisions of clause 15 (Limitation of liability).

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

### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 19.8.

**Contract:** the contract between the Supplier and the Customer for the hire of Goods and the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Customer:** the person or firm who purchases the Goods and/or Services from the Supplier.

**Delivery:** the transfer of physical possession of the Goods to the Customer.

**Booking Fee:** the booking fee as set out in the Order.

**Force Majeure Event:** has the meaning given to it in clause 18.

**Goods:** the goods (or any part of them) set out in the Order.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

**Logistics Costs:** the logistics costs as set out in the Order

**Order:** the Customer's order for the hire of Goods and supply of Services, as set out in the booking contract provided by the Supplier

**Rental Payments:** the payments made by or on behalf of Customer for hire of the Goods as set out in the Order.

**Rental Period:** the period of hire as set out in the Order.

**Services:** the services supplied by the Supplier to the Customer as set out in the Order.

**Site:** the venue as specified in the Order.

**Supplier:** Premier UK Events Ltd, Unit 2 Rookery Lane, Thurmaston Leicester LE4 8AU registered in England and Wales with company number 07099826.

**Supplier Materials:** has the meaning given in clause 8.1(h).

### 1.2 Interpretation:

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

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) 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.

(e) A reference to **writing** or **written** does not include fax and email.

## 2. Basis of contract

**2.1** The Order constitutes an offer by the Customer to hire Goods and purchase the Services in accordance with these Conditions.

**2.2** The Order shall only be deemed to be accepted when the Supplier issues signed confirmation of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

**2.3** Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

**2.4** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.5** Any quotation given by the Supplier shall not constitute an offer.

**2.6** All of these Conditions shall apply to the hire of Goods and the supply of Services except where application to one or the other is specified.

## 3. Goods Hire

**3.1** The Supplier shall hire the Goods to the Customer for use at the Site subject to the terms and conditions of this agreement.

**3.2** The Supplier shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Goods.

## 4. Rental Period

The Rental Period starts on the date specified in the Order and shall continue for a period of time as specified in the Order unless this agreement is terminated earlier in accordance with its terms.

## 5. Rental Payments Booking Fee

**5.1** The Customer shall pay the Rental Payments to the Supplier in accordance with the Order. The Rental Payments shall be paid in British Sterling.

**5.2** All amounts due under this agreement by the Customer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**5.3** In the event of any cancellation, any Booking Fee that has been paid will be forfeited. Cancellation charges will be made as follows:

| Length of time written notice is given to the Supplier by the Customer prior to the event/ hire date specified in the Order | Amount due to the Supplier from the Booking Fee |
|---|---|
| 90 days   | 0   |
| 90-61 days  | 50% excluding Logistics Costs                   |
| 60-31 days  | 75% excluding Logistics Costs                   |
| Less than 30 days   | 100% excluding Logistics Costs                  |

**5.4** The Supplier will be entitled to deduct any Logistics Costs from the Booking Fee.

## 6. Delivery of Goods

**6.1** Delivery of the Goods shall be made by the Supplier.

**6.2** Title and risk shall transfer in accordance with clause 7 (Title, risk and insurance) of this agreement.

**6.3** Where the Supplier delivers the Goods, the Supplier shall at the Customer's expense install the Goods at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Goods. Acceptance by such representative of installation shall constitute conclusive

evidence that the Customer has examined the Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

**6.4** To facilitate Delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

**6.5** The Customer shall provide parking to the Supplier at all times while they are on Site, if for any reason this is not available the Customer shall be liable to pay for any parking charges or fees incurred by the Supplier unless agreed in writing by both the Customer and Supplier.

**6.6** The Supplier shall not be held liable for any damage caused to buildings or property which is caused by no act or omission of the Supplier and which will remain the sole responsibility and liability of the Customer.

## 7. Title, risk and insurance

**7.1** The Goods shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this agreement).

**7.2** The risk of loss, theft, damage or destruction of the Goods shall pass to the Customer on Delivery. The Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Goods are in the possession, custody or control of the Customer (Risk Period) until such time as the Goods are redelivered to the Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

(a) insurance for such amounts as a prudent owner or operator of the Goods would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Goods;

(b) insurance against such other or further risks relating to the Goods as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer; and

(c) insurance on an "all risks" basis including accidental loss destruction or damage by fire, lightning, aircraft, explosion, riot, civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water tanks pipes and apparatus, falling trees, impact, escape of fuel from any fixed oil heating installation, accidental damage and theft for the value of the Goods as identified in the Order

**7.3** The Customer acknowledges that they are liable to reimburse the Supplier for the full costs of the Goods hired irrespective of whether or not any insurance claim is settled by the Customer's insurers.

**7.4** All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Goods. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

**7.5** The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Goods arising out of or in connection with the Customer's possession or use of the Goods.

**7.6** If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

**7.7** The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

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## 8. Customer's responsibilities for the Goods

8.1 The Customer shall during the term of this agreement:

- (a) ensure that the Goods are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
- (b) take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) maintain at its own expense the Goods in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date including (only if agreed by the Supplier in writing) replacement of worn, damaged and lost parts, and shall make good any damage to the Goods;
- (d) make no alteration to the Goods and shall not remove any existing component(s) from the Goods without the prior written consent of the Supplier. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in the Supplier immediately upon installation;
- (e) keep the Supplier fully informed of all material matters relating to the Goods;
- (f) keep the Goods at all times at the Site and shall not move or attempt to move any part of the Goods to any other location without the Supplier's prior written consent
- (g) permit the Supplier or its duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter upon the Site or any premises at which the Goods may be located, and shall grant reasonable access and facilities for such inspection;
- (h) not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (i) not without the prior written consent of the Supplier, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods do become affixed to any land or building then the Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
- (j) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Goods and, where the Goods have become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Goods both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Goods and a right for the Supplier to enter onto such land or building to remove the Goods;
- (k) not suffer or permit the Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Goods are so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (l) not use the Goods for any unlawful purpose;
- (m) ensure that at all times the Goods remain identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Goods;
- (n) keep the Goods clean;

(o) at the end of the Rental Period or on earlier termination of this agreement allow the Supplier or its representatives access to the Site or any premises where the Goods are located for the purpose of removing the Goods; and

(p) not do or permit to be done anything which could invalidate the insurances referred to in clause 7 (Title, risk and insurance).

8.2 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise, and the Customer undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

## 9. Supply of Services

9.1 The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects.

9.2 The Supplier reserves the right to amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

## 10. Customer's Services obligations

10.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (i) comply with any additional obligations as required by the Supplier

10.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 10.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 11. Charges and payment

11.1 The price for the hire of Goods and the supply of Services:

(a) shall be the price set out in the Order

11.3 The Supplier reserves the right to:

- (a) increase the price and charges of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to the Supplier that is due to:
  - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods hired or Services supplied; or
  - (iii) any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods or Services.

11.4 In respect of Goods and Services, the Supplier shall invoice the Customer as set out in the Order.

11.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) by the dates set out in the Order and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

11.6 All amounts payable by the Customer under the Contract are as set out in the Order.

11.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 16 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

11.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 12. Intellectual property rights

12.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by the Supplier.

## 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, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 14. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

14.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation;

14.3 Subject to clause 14.1, the Supplier's total liability to the Customer shall not exceed £10,000,000.00 (ten million pounds). The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory

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duty, or otherwise, arising under or in connection with the Contract.

**14.4** This clause 14.4 sets out specific heads of excluded loss :

(a) Subject to clause 14.1, the types of loss listed in clause 14.4 (b) are wholly excluded by any claim bought against the Supplier by the Customer.

(b) The following types of loss are wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

**14.5** Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**14.6** This clause 14 shall survive termination of the Contract.

## 15. Cancellation Right

**15.1** Under the Consumer Contracts (Information, cancellation and (Additional Charges) Regulations 2013 ("the Regulations") the Customer has a right to cancel the Contract within 14 days of the Commencement Date and receive a refund of the Booking Fee.

**15.2** Clause 15.1 means that the Supplier will not commence work for the Customer before 14 days of the Commencement Date has passed.

**15.3** Apart from the Customer's cancellation right, termination of the Contract will be regulated by clauses 5, 16 and 17 of this agreement.

**15.4** If the Customer wants the Supplier to start work on the Contract before 14 days has passed, the Customer can opt out of their cancellation right. To do that the Customer has to instruct the Supplier to start work as soon they can.

**15.5** If the Customer terminates or cancels the Contract after giving up their cancellation right under clause 15.1 the Customer shall pay the Supplier all losses and expenses incurred. The Supplier shall be entitled to deduct such sums from the Booking Fee and invoice the Customer for the remaining amount. The Customer will pay the invoice immediately and on demand.

## 16. Termination

**16.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
- (b) 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**16.2** Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

**16.3** Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.1(b) to clause 16.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

**16.4** If the Customer terminates the Contract before completion of the Delivery of Goods or completion of the Services the Supplier shall be entitled to deduct any losses or expenses incurred from the Booking Fee and the Customer will pay the Supplier for any expenses or losses incurred in full and on demand.

## 17. Consequences of termination

**17.1** On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

**17.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations and 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 Contract which existed at or before the date of termination or expiry.

**17.3** Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## 18. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**a Force Majeure Event**).

## 19. General

### 19.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### 19.2 Notices

(a) Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service to:
  - the Supplier at its registered office
  - the Customer at its address as specified in the Order;

Any notice shall be deemed to have been received:

- (ii) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (iii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(c) A notice given under this agreement is not valid if sent by email.

**19.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**19.4 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**19.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

### 19.6 Entire agreement.

(a) The Contract 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.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

### 19.7 Third parties rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**19.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

**19.9 Governing law.** The Contract 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.

**19.10 Jurisdiction.** 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 the Contract or its subject matter or formation.

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