

TERMS & CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement and in any other agreement between the parties.

Agreement Date: the date of this agreement specified as such in the Order Form.

Applicable Laws: any law, regulation, statute, statutory provision or subordinate legislation (including but not limited to the Data Protection Laws) or any mandatory rules or guidance issued by any regulatory body having or asserting jurisdiction over the applicable party under this agreement.

Client: the client as identified in the Order Form.

Client Marks: any pre-existing trade marks, trade names, slogans and logos owned by the Client.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that other party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Data Protection Laws: all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA 2018); the UK GDPR (which has the meaning given to it in the DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); and all other legislation and regulatory requirements in force from time to time which apply to a party relating to data protection and privacy.

Event: has the meaning given to it in the Order Form.

Event Equipment & Services: the equipment and services provided by Micebook in respect of the Event as further described in the Order Form.

Event Branding: the branding to be used by Micebook for all promotion, advertising and marketing of the Event, including the names, website domain names, logos, trade names and trade marks relating to Micebook and/or the Event, together with any associated artwork, design, slogan, text and other collateral marketing signs of Micebook that are to be used in connection with the Event. The Event Branding does not include any Client Marks.

Event Date(s): has the meaning given in the Order Form (which includes the start date and end date of the Event (and, where applicable, the start and end times))

Fees: the fees payable by the Client to Micebook as more particularly described in the Order Form and clause 4 below.

Force Majeure Event: has the meaning given to it in clause 10 below.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Micebook: Micebook Limited, a company incorporated in England and Wales with company registration number 08995703.

Micebook Data: any data collected and/or maintained by Micebook in relation to the Event.

Order Form: Micebook's order form setting out the commercial terms in relation to the Event, including but not limited to the Event Equipment & Services.

Permitted Purpose: has the meaning given to it in the Order Form.

Representatives: in respect of a party, that party's employees, officers, agents, workers, consultants, representatives, professional advisers or subcontractors.

Term: has the meaning given to it in clause 2.1 below.

1.2 This agreement consists of the Order Form, these Terms & Conditions and any Appendices issued by Micebook. In the case of conflict or ambiguity between any provision contained in these Terms & Conditions and any provision in the Order Form or an Appendix, the provision in the Order Form or Appendix shall take precedence. In the case of conflict or ambiguity between any provision in the Order Form and any provision in an Appendix, the provision in the Order Form shall take precedence. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall be deemed to include all subordinate legislation made from time to time under that statute or statutory provision. Any words following the terms **"including"**, **"include"**, **"in particular"** or **"for example"** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words. A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Term

- 2.1 This agreement shall commence on the Agreement Date and will, unless terminated earlier in accordance with this agreement, terminate when the Event has concluded (the “**Term**”).

3. Rights and Obligations

- 3.1 Subject to the terms and conditions of this agreement, in consideration for the payment of the Fees, Micebook shall license to the Client, on a non-exclusive basis, the Event Equipment & Services for use during the Event only for the Permitted Purpose. For the avoidance of doubt, except as expressly set out otherwise in this agreement, this agreement does not transfer any right, title or interest to any such Event Equipment & Services to the Client. Rights not expressly granted to the Client under the agreement are reserved to Micebook.
- 3.2 The Client warrants, represents and undertakes to Micebook that it and its Representatives shall:
- (a) comply with any specific rules and/or requirements as set out in the Order Form (including, where applicable, an Appendix issued by Micebook) which form part of this agreement;
 - (b) use all commercially reasonable endeavours to promote and advertise the Event;
 - (c) use the Event Equipment & Services and Event Branding strictly in accordance with the terms of this agreement and not, without Micebook’s prior written permission, use them for any purpose other than is authorised in this agreement;
 - (d) use the Event Branding in accordance with any brand guidelines or requirements relating to the use of Event Branding set out in the Order Form or Appendix or communicated to the Client by Micebook prior to the Event;
 - (e) conduct the Client’s business in a manner that reflects favourably on Micebook and the Event and not at any time do or permit anything to be done which is illegal, obscene, reasonably deemed offensive, or which might adversely affect, infringe, prejudice, disparage, damage the reputation of, harm or damage the Event, other attendees of the Event, Micebook, Micebook’s Representatives or the Event Branding;
 - (f) provide all reasonable assistance to Micebook as reasonably required by Micebook in relation to the Event;
 - (g) not obtain any of the Event Equipment & Services from any person other than Micebook;
 - (h) not sub-license or sub-contract use of the Event Equipment & Services or Event Branding, or any other rights granted to the Client under this agreement, without Micebook’s prior written permission. Where such permission is granted, the Client shall at all times be liable to Micebook for the acts and omissions of its subcontractors;
 - (i) not use deceptive, misleading or unethical practices that are, or might be, deceiving, misleading or otherwise detrimental to Micebook, the Event, the Event Branding, Event Equipment & Services, Event attendees or the public and the Client shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regards to the same (including, but not limited to, selling a different service or product, or conducting business under a different name, other than as communicated to Micebook prior to the Event);
 - (j) at all times be responsible for any of its own property brought to the Event. Micebook shall not be held responsible to the Client for any damage to, or loss or destruction of, any such property;
 - (k) comply with any health & safety requirements in respect of the Event communicated to the Client before or during the Event; and
 - (l) in relation to the conclusion of the Event:
 - (i) be responsible for clearing the site before the stipulated end time, leaving any occupied premises clean and tidy, clearing, removing and disposing all rubbish, refuse and other materials not belonging to Micebook; and
 - (ii) comply with the provisions in clause 9.6.
- 3.3 Unless otherwise agreed, the Client’s entitlement to receive the Event Equipment & Services and use the Event Equipment & Services and Event Branding in accordance with this agreement will be non-exclusive in all respects. Nothing in this agreement shall prevent or in any way limit Micebook’s ability to license the same or similar equipment and services, or grant the same or similar rights, to other parties in respect of the Event.
- 3.4 If, due to circumstances beyond Micebook’s control, Micebook has to make any change in the arrangements relating to the Event (including any of the Event Equipment & Services), it shall notify the Client as soon as possible and Micebook shall endeavour to keep such changes to a minimum, seeking to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
- 3.5 Micebook represents and warrants that it:
- (a) shall use reasonable care and skill in providing the Event Equipment & Services;
 - (b) shall provide such information and support as may be reasonably requested by the Client to enable it to properly and efficiently discharge its duties under this agreement; and

- (c) has all necessary right, title and/or licence to the Event Equipment & Services and Event Branding and that the Client's use of the Event Equipment & Services and Event Branding in accordance with this agreement shall not infringe a third party's Intellectual Property Rights.

3.6 Each party represents, warrants and undertakes that it:

- (a) has full capacity and authority to enter into and to perform this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and
- (b) shall comply with all Applicable Laws in the performance of its obligations under this agreement.

4. Fees

4.1 In consideration of the Event Equipment & Services being provided, and other rights granted, by Micebook to the Client pursuant to this agreement, the Client agrees to pay the Fees as described, and in accordance with any requirements set out, in the Order Form and this clause.

4.2 The Client shall pay to Micebook the full amount set out in each invoice, sent to the Client by Micebook, no later than 30 days from the date of issue of such invoice (or an earlier time period as set out in the Order Form or as determined by Micebook, particularly when the Event is proximate in time to the Agreement Date). All amounts due under this agreement shall be paid by the Client to Micebook in full without any set-off, counterclaim, deduction or withholding.

4.3 Unless otherwise stated, sums payable under this agreement are exclusive of VAT or any relevant local sales taxes.

4.4 Time shall be of the essence for payments under the agreement. If the Client fails to make any payment due to Micebook under this agreement by the due date for payment, then, without limiting its remedies under this agreement:

- (a) Micebook may terminate this agreement without liability to the Client and provide the Event Equipment & Services instead to another party of its choosing;
- (b) the Client shall be required to pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5. Confidentiality

5.1 The term Confidential Information does not include any information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 5); (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; (d) was known to the receiving party before the information was disclosed to it by the disclosing party; or (e) the parties agree in writing is not confidential or may be disclosed.

5.2 Each party shall keep the other party's Confidential Information confidential and shall not: (a) use any Confidential Information for any purpose other than to perform its obligations under the agreement; or (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 5.

5.3 A party may disclose the other party's Confidential Information:

- (a) to those of its Representatives who need to know that Confidential Information strictly for the purposes of discharging that party's obligations under this agreement, provided that: (i) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and (ii) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 5; and
- (b) to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

5.4 No party shall make, or permit any person to make, any public announcement concerning the terms of this agreement without the prior written consent of the other party, except as required by Applicable Law.

5.5 The provisions of this clause 5 shall continue to apply after termination of this agreement.

6. Data protection

- 6.1 Each party agrees that, pursuant to any processing of personal data as part of its activities envisaged under this agreement, it shall act as an independent controller for the purposes of, and comply with its respective obligations under, Data Protection Laws, ensuring it has appropriate lawful bases for the processing of such personal data.
- 6.2 The Client acknowledges and agrees that information about the Client, including contact details of Client representatives, shall be made available by Micebook to other attendees of, and participants at, the Event.
- 6.3 For further details regarding Micebook data processing activities under Data Protection Laws, please visit Micebook's privacy policy: <https://micebook.com/privacy-policy>.

7. Intellectual property rights

- 7.1 The Client acknowledges and agrees that all Intellectual Property Rights in and to the Event Equipment & Services, Micebook Data, Micebook Confidential Information and Event Branding (together the **"Micebook IPR"**) belong, and shall continue to belong, to Micebook and/or its licensors.
- 7.2 The Client agrees that it will not, directly or indirectly, either alone or in conjunction with others, infringe, challenge or take any action to cause a challenge to Micebook's ownership of, right to use, or the validity of, any of the Micebook IPR, or to obstruct the efforts of Micebook with respect to registration or maintenance of the Event Branding. In addition, the Client agrees not to apply for registration of any part of the Event Branding or anything confusingly similar to the Event Branding as a trade mark.
- 7.3 Micebook acknowledges that all Intellectual Property Rights in and to the Client Marks belong, and shall continue to belong, to the Client and/or its licensors. The Client grants Micebook a licence to use the Client Marks to promote, market or advertise the Event.
- 7.4 Other than the licences expressly granted under this agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this agreement, the Client shall have no rights in respect of the Micebook IPR or their associated goodwill, and the Client acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in Micebook.
- 7.5 The Client shall indemnify Micebook, and keep Micebook indemnified, against any and all losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Micebook arising out of or in connection with any and all claims, disputes and complaints made by a third party or third parties against Micebook for actual or alleged infringement of that third party's Intellectual Property Rights in relation to use by Micebook of the Client Marks.
- 7.6 Micebook shall indemnify the Client, and keep the Client indemnified, against any and all losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Client arising out of or in connection with any and all claims, disputes and complaints made by a third party or third parties against the Client for actual or alleged infringement of that third party's Intellectual Property Rights in relation to the Client's use of the Event Branding solely in accordance with this agreement except that Micebook shall have no liability to the Client, and shall not be under any obligation to indemnify the Client, where: (a) the Event Branding has been modified by any party other than Micebook; (b) the alleged infringement relates to a use not expressly authorised under this agreement; or (c) the Event Branding has been combined with other products, materials or services where, but for such combination, no infringement would have occurred.
- 7.7 If a third party makes a claim, or notifies an intention to make a claim, against a party to this agreement (such party for the purposes of this clause referred to as the "indemnified party") which may reasonably be considered to give rise to the other party's (the "indemnifying party's") liability under an indemnity set out in this clause 7 (**"Third Party IPR Claim"**), the indemnified party shall: (a) give written notice of the Third Party IPR Claim to the indemnifying party as soon as reasonably practicable; (b) not make any admission of liability in relation to the Third Party IPR Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); (c) at the indemnifying party's request and expense, allow the indemnifying party to conduct the defence of the Third Party IPR Claim against the indemnified party including settlement; and (d) at the indemnifying party's expense, co-operate and assist to a reasonable extent with the indemnifying party's defence of the Third Party IPR Claim.

8. Liability

- 8.1 Notwithstanding any other provision of this agreement, neither party excludes or limits liability to the other party for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by that party's negligence; or (c) any matter for which it would be unlawful for the parties to exclude liability.
- 8.2 Except as expressly and specifically provided in this agreement, Micebook does not make, and disclaims, any representations or warranties implied in relation to the provision of the Event Equipment & Services and granting of rights in this agreement, including, without limitation, any implied warranty of quality, merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 8.3 The Client shall indemnify Micebook, and shall keep it indemnified, against any and all losses, damages, claims, costs (including all legal fees) and expenses incurred by or awarded against Micebook or (where applicable) any of its group companies in respect of any:
- (a) damage to, or loss or destruction of, any physical property (including, but not limited to, any Event Equipment & Services) caused by the Client or any of its Representatives;
 - (b) use of Micebook IPR by the Client or any of its Representatives other than as permitted in this agreement;
 - (c) any breach of the obligations in clause 3; and
 - (d) infringement by the Client or any of its Representatives of a third party's Intellectual Property Rights in relation to the Event.
- 8.4 Except in relation to clause 8.1, Micebook shall not in any circumstances be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any:
- (a) loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) loss or corruption (whether direct or indirect) of data or information;
 - (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time) or business interruption;
 - (d) loss or liability (whether direct or indirect) under or in relation to any other contract (including any contract(s) concluded or to be concluded between the Client and any of its customers or clients);
 - (e) damage to, or loss or destruction of, any of the Client's (or Client's Representatives') own property brought to the Event;
 - (f) accommodation, food, drink or travel costs; and
 - (g) other indirect or consequential loss.
- 8.5 Except in relation to clause 8.1, Micebook's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall in all circumstances be limited to the total amount of the Fees payable under this agreement.
- 8.6 The Client is responsible for arranging its own insurance at its own cost in respect of the Event, including in relation to public liability and loss, and damage to or theft of the Client's property.

9. Non-Attendance, Termination, Cancellation and/or Postponement

- 9.1 Under no circumstance shall the Client's failure to attend the Event on the day for whatever reason (without giving proper notice under this clause) affect the Client's payment obligations set forth under this agreement.
- 9.2 Micebook reserves the right to cancel or postpone the Event for any reason (including, without limitation, by reason of a Force Majeure Event). In such circumstances, Micebook shall notify the Client as soon as reasonably practicable and the parties agree that Micebook shall not be in breach of this agreement by virtue of that cancellation or postponement by Micebook provided that:
- (a) if Micebook notifies the Client confirming cancellation of the Event:
 - (i) it may, but shall not be under an obligation to, offer the Client an alternative service and/or a place at an alternative event and provide details accordingly ("**Alternative Service**"). If the Client agrees to the Alternative Service, the Fees in relation to the Event will be carried over to cover the Alternative Service and Micebook will issue a credit note or similar to reflect the same; or
 - (ii) if the Client (acting reasonably) rejects the Alternative Service, or Micebook does not offer such an Alternative Service to the Client, this agreement shall automatically terminate, the provisions of clause 9.6 shall apply and the Client shall be entitled to a full refund of the Fees payable in relation to the Event; or

- (b) if Micebook notifies the Client confirming that the Event has been postponed and needs to be rescheduled, Micebook shall give us much notice as possible regarding the date, time and place of the Event as rescheduled and the Fees shall be carried over accordingly.

For the avoidance of doubt, these Terms & Conditions shall remain applicable to any Alternative Service, agreed in accordance with (a) above, or Event as rescheduled in accordance with (b) above.

- 9.3 At any time prior to the Event, the Client may cancel its attendance at the Event, and therefore terminate this agreement, for any reason upon giving notice in writing to Micebook in accordance with this agreement provided that if the Client does give such notice to terminate in accordance with this clause, the Client will be entitled to a partial refund (or no refund) depending on when Micebook receives the notice and in accordance with the following table:

The number of days before the start date of the Event when Micebook receives the notice to terminate from the Client	The percentage of the Fee to be refunded to the Client
More than 120	90%
Between 61 and 120 (inclusive)	50%
Less than 61	0%

- 9.4 Without affecting any other right or remedy available to it, Micebook may without liability terminate this agreement with immediate effect by giving written notice to the Client if the Client fails to make any payment hereunder when due and such payment is not made within 7 days after such due date. In such case, the Client will not be permitted to attend the Event.

- 9.5 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a serious breach of this agreement and (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. Where a serious breach of this agreement is committed by the Client or any of its Representatives during the Event, the Client reserves the right to immediately remove, or have removed, the Client and its Representatives from the Event;
- (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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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 reasonable opinion the other party's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.

- 9.6 On termination or expiry of this agreement for any reason:

- (a) subject to sub-clause (b):
 - (i) unless otherwise specified in writing by Micebook, all rights of the Client shall terminate and the Client shall promptly stop using the Event Equipment & Services and return them to Micebook;
 - (ii) each party shall securely return to the other or shall destroy all documents, material and information with respect to any Confidential Information; and
 - (iii) the Client shall cease any and all use, reproduction, marketing, and distribution of the Event Branding;
- (b) at Micebook's option, the Client may be permitted for a period of 1 month (or other time period agreed between the parties) following termination to continue using the Event Equipment & Services and/or Event Branding after which time the above sub-clauses in this clause 9.6 shall apply; and
- (c) any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

10. Force Majeure

- 10.1 Subject to clause 9.2, Micebook shall neither be in breach of this agreement nor be liable for delay in performing, or failure to perform, any of its obligations under this agreement if that delay or failure results from an event, circumstance or cause beyond its reasonable control (including, without limitation, an act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion, riot, threat of or preparation of war, war, armed conflict, government-imposed restriction, sanctions, contamination, explosion, collapse of building, fire and interruption or failure of utility service) (a “**Force Majeure Event**”).

11. General

- 11.1 Assignment. Neither party shall assign, transfer, mortgage, charge or declare a trust of any of its rights and obligations under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, Micebook may assign this agreement, without the other party’s consent, to any of its group companies from time to time (where applicable) or to any purchaser of all or substantially all of its assets, or to any successor person by way of merger, consolidation or similar transaction.
- 11.2 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.3 Notices. Any notice given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the email address specified in the Order Form, or delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or trading address. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 11.4 Entire agreement. 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. Each party acknowledges that in entering into this agreement 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the agreement.
- 11.5 Variation. Except as expressly provided in this agreement, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 Severance. 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. If any provision or part-provision of this agreement is deemed deleted under this clause, 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.
- 11.7 No partnership or agency. 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, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.8 Third party rights. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

12. Governing law and jurisdiction

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

