

360 CREATIVE EVENT SERVICES LIMITED

Terms and conditions for the supply of event services (including hire of equipment)

Introduction This document sets out the terms on which 360 Creative Event Services Limited ("we", "us", "our") is willing to provide various event services and hire certain equipment to you. Your attention is drawn particularly to the provisions at clause 10.

1 Definitions and Interpretation

- 1.1 In these Terms, the following definitions apply:
- "**Agreement**" means the agreement between you and us for the supply of Services in accordance with these terms.
 - "**Charge(s)**" means the agreed charge(s) for the provision of the Services detailed in our Quotation and as further detailed in the Schedule.
 - "**Commencement Date**" has the meaning set out in clause 2.2.
 - "**Deliverables**" means the deliverables set out in our Quotation.
 - "**Deposit**" means the deposit detailed in our Quotation or in the Schedule.
 - "**Equipment**" means the equipment listed in our Quotation and/or the Schedule, and/or the Job Sheet, together with any other Equipment that we supply or agree to supply to you from time to time.
 - "**Fuel Surcharge**" means the amount that we may charge you in accordance with clause 6.8 and is calculated as the amount per litre that the retail cost of fuel that we purchase exceeds the cost of fuel per litre detailed on our website (as amended from time to time).
 - "**Hire Period**" means, in respect of any item of Equipment, the hire period specified in our Quotation and/or the Schedule or otherwise agreed in writing between the parties, together with any extension agreed in writing to such hire period.
 - "**Insurance Fee**" means a fee equal to 5% of the total Charge (excluding VAT) we charge you for the provision of the Services in relation to the Agreement.
 - "**Intellectual Property Rights**" means all patents, registered designs, design rights, copyright, moral rights, database rights, trade marks, service marks, rights and goodwill in trade or business names, rights in know-how, trade secrets and confidential and any other intellectual property rights whatsoever and wherever in the world existing from time to time, whether registered or unregistered. It also includes: (i) all rights of action in relation to the infringement or enforcement of such rights; (ii) all applications for and the right to apply for registration of such rights; and (iii) the right to claim priority in respect of the same.
 - "**Job Sheet**" means the job sheet that details all Equipment that is actually delivered by us to you.
 - "**Order**" means your order for Services detailed in your purchase order form or your written acceptance of our Quotation, as the case may be.
 - "**Quotation**" means our written quotation issued to you in respect of your request for our Services.
 - "**Schedule**" means either the schedule attached to these Terms or the schedule that is signed separately by you that is subject to these terms.
 - "**Services**" means the services set out in our Quotation as may be further described in the Schedule or any subsequent Specification (including delivery, installation, maintenance, and collection of Equipment as appropriate) and any other services which we agree to provide to you from time to time.
 - "**Specification**" means, if appropriate, the further description or specification of the Services detailed in our Quotation and/or the Schedule.
 - "**Terms**" means these terms and conditions as amended from time to time in accordance with clause 15.4.

1.2 Reference to "we", "us", "our" means 360 Creative Event Services Limited (Company Number 2614924), registered office Unit 20, Wellesbourne Park, Wellesbourne, Warwickshire, CV37 9JY.

1.3 Clause and schedule headings shall not affect the interpretation of these Terms.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to "writing" or "written" includes faxes and e-mail.

1.6 The words and phrases "other", "including", "in particular" and other similar words and phrases shall not limit the generality of any preceding or subsequent words, or be construed as being limited to the same class as any preceding or subsequent words where a wider construction is possible.

1.7 In the case of any conflict or ambiguity between the provisions of our Terms, the Quotation, the Specification, any Job Sheet and the Schedule, the order of precedence shall be:

- the Job Sheet; then
- the Specification; then
- the Schedule; then
- the Quotation; then
- the Terms.

2 Basis of the Contract

2.1 The Order constitutes an offer by you to purchase Services from us in accordance with these Terms.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) us issuing written acceptance of the Order; or
- (b) any act by us consistent with fulfilling the Order,

at which point and on which date the Agreement shall come into existence (the **Commencement Date**).

2.3 The Agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Agreement. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or any other contract between you and us for the supply of the Services.

2.4 These Terms apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any Quotation given by us shall not constitute an offer, and is only valid for 30 days from its date of issue.

3 Supply of the Services

3.1 We shall supply the Services to you in accordance with our Quotation, the Schedule and/or, if appropriate, the Specification in all material respects.

3.2 We shall use all reasonable endeavours to meet any performance dates specified in the Quotation, any Specification or the Schedule, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

3.4 We warrant to you that the Services will be provided using reasonable care and skill.

4 Your Obligations

4.1 You shall:

- (a) ensure that the terms of the Order and any information you provide for inclusion in our Quotation or any Specification or the Schedule are complete and accurate;
- (b) co-operate with us in all matters relating to the Services;
- (c) provide us, our employees, agents, consultants and subcontractors, with access to the your premises and other facilities reasonably required by us to provide the Services and if Equipment is provided to you as part of the Services, to install, inspect, service, adjust and remove the Equipment as appropriate;
- (d) provide us with such information and materials as we may reasonably require to supply the Services and ensure that such information is accurate in all material respects;
- (e) prepare your premises and/or other relevant facilities for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (g) keep and maintain all of our materials, Equipment, documents and other property (**our Materials**) at your premises in safe custody at your own risk, maintain the same in good condition until returned

to us, and not dispose of or use our Materials other than in accordance with our written instructions or authorisation; and

(h) if, as detailed in our Quotation or the Specification or the Schedule, we provide Equipment to you as part of the Services, you shall during the Hire Period:

- (i) keep the Equipment safe, secure and free from exposure to any conditions which may adversely affect them (fair wear and tear excluded), and maintain any locations in which they are to be used or stored in order to ensure that the Equipment are so kept;
- (ii) ensure that the Equipment is used in accordance with the manufacturer's and our instructions and recommendations that we may provide to you from time to time;
- (iii) not open any outer casings or break any seals on the Equipment or otherwise interfere with it;
- (iv) ensure that all electrical Equipment is used in conjunction with a residual current device;
- (v) promptly inform us of any destruction, theft, loss or damage to the Equipment; and
- (vi) indemnify us and keep us indemnified in full and on demand for any losses that we may suffer as a result of the Equipment being lost, destroyed or damaged (fair wear and tear excluded) or stolen during the Hire Period. Unless we agree otherwise in writing, you shall ensure that throughout the term of this Agreement, the Equipment is insured in respect of destruction, loss, theft and damage, for its full replacement value and for any income lost by us as a result of such destruction, loss, theft or damage and shall provide us on request with proof of such insurance and payment of premiums.

(i) any insurance policy taken out by you pursuant to clause 4.1 (h)(vi) shall:

- (i) specify us as loss payee;
- (ii) be free from restriction or excess (unless we expressly agree otherwise in writing, in which case you shall pay any excess of the policy in the event of a claim);
- (iii) contain a provision that the insurer waives a breach of warranty under the insurance policy as against us;
- (iv) not be capable of cancellation or variation other than by the insurers giving not less than 30 days' prior written notice to us.

(j) pay any monies recovered under such insurance policy to us immediately when you receive them. We shall, at our option, apply such monies as follows:

- (i) making good the damage to the Equipment;
- (ii) replacing the Equipment with equivalent goods (which, if supplied to you, shall become part of the Goods and subject to this Agreement);
- (iii) discharging your liability to us, with any surplus being paid to you.

(k) in the event you fail to maintain any insurance policies required in accordance with clause 4.1 (h)(vi) or you indicate in the Schedule that you will not effect such insurance, we may ourselves provide or arrange such insurance and may charge you the Insurance Fee to cover the cost of effecting and maintaining such insurance and our administration costs. We shall recover such Insurance Fee as a debt due to us from you;

(l) except where you are dissatisfied with the Services, on completion of the Services, sign our customer sign off form confirming that the Services have been provided in accordance with the Agreement. You further agree that where it is impractical for you to sign the customer sign off form for example where completion occurs where your representative is not available, you are deemed to have accepted that the Services have been provided in accordance with this Agreement, unless you notify us within 2 days of our completion of the Services that you are dissatisfied with the Services.

4.2 If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation (**your Default**):

- (a) we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you either remedy the your Default, and to rely on your Default to relieve us from the performance of any of our obligations to the extent the your Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in the Agreement; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from your Default.

5 Equipment

5.1 If, as part of the Services, we agree to deliver any Equipment to you and collect it from you, you shall ensure that someone representing you is present and available at the relevant location to allow us to deliver the Equipment to you and collect it from you. If you fail to do this, our delivery or collection note or, as applicable, the Job Sheet shall, in the absence of fraud or manifest error, be conclusive as to the Equipment delivered or collected (as appropriate).

5.2 We shall use reasonable endeavours to deliver and collect Equipment at the times and on the dates that we have agreed with you. Any such times and dates shall be estimates only and time for delivery / collection shall not be of the essence.

5.3 If you cause any delay to the delivery or collection of Equipment, or if we are unable to deliver or collect Equipment as a result of your breach of clause 5.1 or any other acts or omissions of you, your employees, agents or contractors, then without prejudice to our other rights and remedies, you agree to pay any costs that we may reasonably incur as a result of such delay or failure.

5.4 If you are collecting Equipment from us, we shall be entitled to refuse to release the Equipment to you if we reasonably consider that you do not have suitable transport for the Equipment.

5.5 You shall return the Equipment at the time(s) and on the date(s) that we have agreed with you, and shall ensure that Equipment is returned and repackaged in the manner in which we supplied it to you. If you fail to return any Equipment to us in accordance with this clause 5.5, we, or our authorised representatives, shall be entitled, and you shall procure that we have all necessary consents, to enter into or onto any premises where the Equipment may be stored to recover such Equipment. You will reimburse us on demand, all costs and expenses that we may incur in recovering such Equipment in accordance with this clause 5.5.

5.6 If we agree to install any Equipment for you, you shall, if we request, provide the following to us in order for us to be able to install the Equipment;

- (a) power supply, mountings and accommodation for the Equipment;
- (b) lifting equipment (including fork lift trucks); and
- (c) any other equipment or materials that we reasonably require.

5.7 You shall provide any items pursuant to clause 5.6 at your own expense and shall ensure that such items comply with any specifications or instructions that we provide to you.

5.8 Unless specified in the Schedule or agreed by us in writing, you shall be responsible for maintaining the Equipment at all times during the Hire Period.

5.9 If, indicated in the Schedule, we agree to maintain the Equipment, this shall be limited to:

- (a) watering, feed, cleaning, pruning and spraying of any Equipment that are plants, at the frequencies set out in the Schedule or agreed by the parties in writing;
 - (b) in the case of other Equipment, repairing and replacing that Equipment or parts of them that have become defective through fair wear and tear or as a result of a manufacturing defect.
- 5.10 We reserve the right to remove Equipment or any part of it in order to maintain it. If we do this, we shall provide temporary or permanent replacement Equipment of equivalent capability and/or specification as soon as is reasonably practicable. Such replacement Equipment shall become part of the Equipment and shall be subject to the terms of this Agreement in all respects.

5.11 Unless otherwise agreed in writing between the parties, at your expense, be responsible for the upkeep, replacing, maintaining and repairing of all consumables in relation to the Equipment whether or not forming

part of the Equipment, including but not limited to media, materials recorded on media, styli in audio equipment, batteries and bulbs.

6 Charges and Payment

6.1 You shall pay us for the Charges for the provision of the Services and shall pay any Deposit on receipt of our invoice following our acceptance of your Order.

6.2 Unless otherwise detailed in our Quotation and/or the Schedule, the Charges for the Services shall be on time and materials basis:

- the Charges shall be calculated in accordance with our standard daily fee rates, as set out in the Schedule;
- our standard daily fee rates for each individual are calculated on the basis of an eight-hour day;
- we shall be entitled to charge an overtime rate of time and a half based on the standard daily fee rate or weekend or bank holiday daily rate, as applicable, for any time worked by individuals engaged on the Services that exceed the hours referred to in clause 6.2(b) or such other overtime rate that we may agree in writing with you; and
- we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

6.3 We shall invoice you at the frequency detailed in the Schedule or in the absence of any frequency in the Schedule on the earlier of completion of the Services or monthly in arrears.

6.4 You shall pay each invoice submitted by us:

- as detailed on each relevant invoice, or in the absence of such detail within 30 days of the date of the relevant invoice; and
- in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Agreement.

6.5 All amounts payable under this Agreement are exclusive of value added tax and any similar taxes which either party may be required to make by law and which you shall pay at the rate and in the manner prescribed by law in addition to such amounts.

6.6 You shall pay all amounts payable under this Agreement without set-off, counterclaim or withholding of any kind (except where and to the extent that this cannot by law be excluded).

6.7 If you do not pay any amount due under this Agreement by its due date for payment then (without prejudice to our other rights and remedies):

- interest shall accrue on that amount from the first due date for payment to the date of actual payment (both dates inclusive and both before and after any judgment) at the rate of 4% above the base rate of the Bank of England. Such interest shall accrue on a daily basis and shall be compounded monthly; and
- we may suspend provision of any Equipment or Services and suspend the effect of any licences granted under this Agreement (in whole or in part) without liability on giving you notice of this until all outstanding sums (together with interest where applicable) have been paid.

6.8 We may, at our discretion, charge you the Fuel Surcharge where the cost of fuel per litre (petrol or diesel, as appropriate) we incur in providing the Services exceeds the price per litre of fuel detailed on our website on the date or dates that we provide the Services. Such Fuel Surcharge shall be added to the invoice(s) we issue to you in relation to the Services.

7 Cancellation

7.1 If you wish to cancel the provision of the Services or the hire of Equipment prior to the Commencement Date, you shall, without prejudice to our other rights and remedies, pay the following amount to us:

- if cancellation is made more than 6 weeks prior to the Commencement Date or the anticipated Hire Period as appropriate – no charge;
- if cancellation is made within 6 weeks but more than 4 weeks prior to the Commencement Date or the anticipated Hire Period – 50% of the Charges detailed in the Quotation or the Schedule;
- if cancellation is made within 4 weeks but more than 1 week prior to the Commencement Date or the anticipated Hire Period – 75% of the Charges detailed in the Quotation or the Schedule;
- if cancellation is made within 1 week prior to the Commencement Date or the anticipated Hire Period – 100% of the Charges detailed in the Quotation or the Schedule;

provided further that in addition to the amounts detailed in clauses 7.1 (a) – (d) above, as appropriate, you will pay us any costs and expenses that we may have reasonably incurred in preparation for the provision of the Services, where those costs exceed the amount that you pay us under clauses 7.1 (a) – (d), as appropriate, up to the maximum of 100% of the Charges detailed in the relevant Quotation or Schedule. Such amounts shall become immediately due and payable by you to us on receipt of our invoice for such amounts, and we shall be entitled to invoice you immediately for it.

7.2 If you wish to cancel the hiring of the Equipment during the Hire Period, the total charge for the hire of such Equipment for the whole of the Hire Period shall be calculated in accordance with our current list prices from the start of the Hire Period. We shall be entitled to retain the Deposit. Any remaining amount owing to us after deduction of the Deposit from the calculation detailed in this clause 7.2 shall become immediately due and payable by you to us on receipt of our invoice for such amount, and we shall be entitled to invoice you immediately for it.

7.3 The Agreement shall immediately terminate in respect of any Equipment or Services for which the hire or supply (as appropriate) is cancelled pursuant to this clause 7.

8 Intellectual Property

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us.

8.2 You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

8.3 All of our Materials are our exclusive property.

9 Confidentiality

9.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Agreement.

10 Limitation of Liability

10.1 Subject to clause 10.5, our and our officers', employees', sub-contractors' and agents' aggregate liability in contract, tort (including negligence and breach of statutory duty), or otherwise howsoever arising out of or in connection with the Agreement shall not exceed:

- £[10,000,000.00] in aggregate in respect of physical damage to or loss of tangible property caused by negligence; and
- in respect of all losses other than those to which clause 10.1(a) apply, shall not in any event exceed the higher of (i) the total amount paid or payable by you under the Agreement; and (ii) any written estimate given by us of the total fees payable to us under the Agreement.

10.2 Subject to clause 10.5, we shall not and our officers', employees', sub-contractors' and agents' shall not be liable in contract, tort (including negligence and breach of statutory duty), or otherwise howsoever arising out of or in connection with the Agreement for any:

- loss of contracts, goodwill or custom, or failure to make anticipated savings (in each case whether direct or indirect);

- loss of revenue or profits (in each case whether direct or indirect);
- loss of or corruption to data or the costs incurred in remedying this (in each case whether direct or indirect);
- losses resulting from claims made against you by third parties; or
- any special, indirect or consequential loss of any kind.

10.3 If performance of our obligations under the Agreement is prevented or delayed by your act or omissions, or your agents, subcontractors, consultants or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

10.4 Subject to clause 10.5, the express terms of the Agreement are in lieu of all warranties, conditions, terms, undertakings and other obligations that would otherwise be implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are expressly excluded.

10.5 Nothing in the Agreement limits or excludes our liability for:

- death or personal injury resulting from our negligence;
- fraud or fraudulent misrepresentation;
- breach of s12 of the Sale of Equipment Act 1979 or s2 of the Supply of Equipment and Services Act 1982 (in each case, to the extent applicable); or
- any other liability that cannot lawfully be limited or excluded.

11 Termination

11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on written notice to the other party (the "**Defaulting Party**") if:

- the Defaulting Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- the Defaulting Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of being notified in writing of the breach; or
- the Defaulting Party has a receiver or administrative receiver or administrator appointed in respect of it or over all or any substantial part of its undertaking or assets, or passes a resolution for its winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reorganisation or reconstruction), or a court of competent jurisdiction makes an order to such effect; or
- the Defaulting Party enters into any voluntary arrangement with or for the benefit of its creditors; or
- the Defaulting Party ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- a similar event to any event referred to in clauses 11.1(c) to 11.1(e) inclusive occurs under a jurisdiction outside of England and Wales.

12 Effects of Termination

On termination of the Agreement for any reason:

- all amounts owing to us under the Agreement shall become immediately due and payable;
- in respect of Services and Equipment supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
- you shall, within 7 days of the date of termination, return all Equipment to us. If you fail to do so, then we may enter any of your premises, and you shall procure access to the premises of any third parties where such items are held and take possession of them. Until they have been returned or repossessed, risk in such Equipment shall remain with you. You shall indemnify us and keep us fully and effectively indemnified against any and all losses that we may suffer arising out of in connection with your failure to comply with this clause 12(c);
- all rights and obligations of the parties under the Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination; and
- any clause which expressly or by implication is intended to come into or continue in force on or after such termination shall continue in full force and effect.

13 Force Majeure

13.1 We shall not be liable for any failure or delay in performance of any obligations under the Agreement arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including but not limited to any act of God, war, riot, civil commotion, terrorism, malicious damage, act of government or other competent regulatory body, default of suppliers or contractors, strike, lock out, work-to-rule or other industrial action, lightning, hurricane, storm, fire, flood, or other extreme weather or environmental conditions, communication line failure, or interruption or failure of utility service, including but not limited to electric power, gas or water ("**Force Majeure Event**").

13.2 If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this agreement by giving 30 days' written notice to the other party.

14 Non Solicitation

14.1 You undertake that, during the term of this Agreement and for a period of 6 months after termination of this Agreement, you will not without our prior written consent:

- make any offer of employment or enter into any discussions or negotiations with a view to making an offer of employment to any person employed by us at any time during the term of this Agreement and with whom you have had personal contact or dealings ("**Relevant Employee**");
- solicit or attempt to solicit services from any Relevant Employee on their own account or entice or attempt to entice any Relevant Employee away from us; or
- have any business dealings with or attempt to have any business dealings with any Relevant Employee (other than pursuant to this Agreement).

15 General

15.1 Any notice given under the Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it by hand or sending it by pre-paid first class post, fax or email (except that notices of termination or breach of the Agreement shall not be served by email) to the party due to receive it at the address, fax number or email address notified by the receiving party to the sending party from time to time.

15.2 Any notice given under this clause shall be deemed to have been received:

- if delivered by hand, at the time of actual delivery to the address referred to above
- in the case of first class post, 5 Working Days after the date of posting;
- if sent by fax, at the time of receipt of confirmation of completion of transmission; and
- if sent by email, at the time the email was sent unless the party sending the notice by email receives a notification that the email has not been delivered.

15.3 These Terms, our Quotations and any Specification comprises the entire agreement between the parties and supersedes any prior or collateral arrangements, agreements, understandings, negotiations and representations in relation to the subject matter of the Agreement. The parties agree that they have not been induced to enter into the Agreement on the basis of (and shall not be bound or liable for) any representation, statement, covenant, warranty, undertaking or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) except as expressly set out in the Agreement. Nothing in this clause will exclude or limit a party's liability for fraud or fraudulent misrepresentation.

15.4 The Agreement may not be added to or varied except by written agreement between the parties.

15.5 Save as expressly provided in the Agreement, neither party shall assign or otherwise transfer the Agreement or any of its rights and obligations under it without the prior written consent of the other (such consent not to be unreasonably withheld or delayed). We shall be entitled to subcontract our obligations under the Agreement, but shall remain responsible to you for their performance.

15.6 Nothing in the Agreement shall render either party a partner or an agent of the other.

15.7 No failure to exercise and no delay in exercising any right, power or privilege under this Agreement shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach be taken or held to be a waiver of the provision itself. For a waiver to be effective it must be made in writing.

- 15.8 If any provision of the Agreement (or any part of it) is determined by any competent authority to be invalid, unlawful or unenforceable then that provision will to that extent be severed from the remaining provisions, which will continue in full force and effect.
- 15.9 Except as described in the rest of this clause, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. The persons referred to in Clause 10 shall be entitled to the benefit of the limitations and exclusions set out in that Clause but their consent shall not be required to any variation, termination or waiver of this Agreement.
- 15.10 The Agreement shall be construed and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

