

# Terms and Conditions of Business

The client's attention is particularly drawn to the provisions of clause 8 (limitation of liability).

## 1. Interpretation and definitions

The following definitions and rules of interpretation apply in these Conditions.

### 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.

**Charges** the charges payable by the Client for the supply of the Services in accordance with clause 6.

**Commencement Date** has the meaning given in clause 2.1.

**Conditions** these terms and conditions as amended from time to time in accordance with clause 12.5.

**Contract** the contract between the Supplier and the Client for the supply of Services in accordance with the Proposal and these Conditions.

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

**Client** the person or firm who purchases Services from the Supplier.

**Client Default** has the meaning set out in clause 4.2.

**Data Protection Legislation** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Deliverables** the deliverables set out in the Proposal to be produced by the Supplier for the Client.

**Event Hire Services** Services which consist of the Supplier supplying or organising a venue for the Client including supplying or organising accommodation.

**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.

**Proposal** the Supplier's proposal to the Client to provide Services, whether a bespoke proposal prepared for the Client or a general proposal to potential clients.

**Services** the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Proposal.

**Supplier** Philanthropy and Fundraising Europe Ltd registered in Scotland with company number SC702870.

**Supplier Materials** has the meaning set out in clause 4.1.6.

**UK Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## 1.2 Interpretation:

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 A reference to **writing** or **written** includes fax and email.

## 2. Basis of contract

- 2.1 The Contract shall come into existence when the Client accepts in writing the Supplier's Proposal (Commencement Date).
- 2.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier 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 Contract or have any contractual force.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 2.4 Any Proposal issued by the Supplier is only valid for a period of 20 Business Days from its date of issue.

### **3. Supply of Services**

- 3.1 The Supplier shall supply the Services to the Client in accordance with the Proposal in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Proposal 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 Client in any such event.
- 3.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

### **4. Client's obligations**

- 4.1 The Client shall:
- 4.1.1 ensure that any information it provides for the purposes of the Proposal is complete and accurate;
  - 4.1.2 co-operate with the Supplier in all matters relating to the Services;
  - 4.1.3 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;
  - 4.1.4 promptly review and respond to the Supplier regarding all proofs and other draft Deliverables supplied to the Client for checking and/or approval;
  - 4.1.5 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; and
  - 4.1.6 comply with any additional obligations as set out in the Proposal.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- 4.2.1 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 Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3 the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

## 5. Event hire terms

- 5.1 The provisions of this clause 5 apply to Event Hire Services only, and prevail over any inconsistent provision of these Conditions, but are subject to any provisions to the contrary in the Proposal. Clause 3.2 does not apply to Event Hire Services.
- 5.2 **Deposit, payment and cancellation policy:**
  - 5.2.1 A non-refundable, non-transferable deposit of the amount specified in the Proposal is payable on the Commencement Date (Deposit).
  - 5.2.2 Payment of the balance of the event hire Charge is due not later than 14 days before the date of the event.
  - 5.2.3 The Client may cancel the event hire booking subject to payment of cancellation Charges as follows:
    - 5.2.3.1 cancellation earlier than 12 weeks before the date of the event: forfeiture of the Deposit;
    - 5.2.3.2 cancellation later than 12 weeks but earlier than 8 weeks before the date of the event: 50% of the event hire Charge (to which the Deposit shall be deemed a payment to account); or
    - 5.2.3.3 cancellation later than 8 weeks before the date of the event: 100% of the event hire Charge (to which the Deposit shall be deemed a payment to account).

### 5.3 **Numbers:**

- 5.3.1 The client will notify the Supplier no later than 10 Business Days prior to the event of the anticipated number of guests attending. The final number attending must be notified to the Supplier no later than 5 Business Days prior to the event.
- 5.3.2 In the event that the number attending the event exceeds the number specified in the Proposal, the Supplier shall use its reasonable endeavours to accommodate the increased numbers and shall be entitled to additional Charges commensurate with the increased numbers.
- 5.3.3 In the event that the number attending the event is less than specified in the Proposal, the Supplier reserves the right to change the venue to one more suited to the numbers attending.
- 5.3.4 The Client must notify any specific dietary requirements of guests to the Supplier no later than 10 Business Days before the event.

### 5.4 **Accommodation:**

- 5.4.1 In respect of confirmed accommodation, check in and check out times will be as specified in the Proposal.
- 5.4.2 Should the number of guests exceed the number of rooms available at the venue specified in the Proposal, the Supplier may accommodate additional guests at suitable nearby accommodation subject to first agreeing rates with the Client.

### 5.5 **Conduct of the event:**

- 5.5.1 The event will begin and end at the times specified in the Proposal or otherwise agreed in advance between the Supplier and the Client. Should the Client overrun the agreed end time, with or without the agreement of the Supplier after the event has started, the Client will reimburse the Supplier for any expenses incurred as a result of the overrun, including, but not limited to, additional wage costs for staff allocated to the event.
- 5.5.2 The venue and the events which take place within it are subject to statutory controls, in particular, but without limitation, those relating to food and health and hygiene, fire protection, liquor licensing, and entertainment. The Client and its employees, guests, customers, clients, and invitees must comply with reasonable requests, directions and instructions of venue personnel in relation to any such matters.
- 5.5.3 If, in relation to the event, the Client wishes to have, provide or install any outside entertainment, services, food, beverage or equipment (including without limitation, electrical equipment and display stands), the Client must discuss this with the Supplier no later than 2 weeks prior to the event, and the Supplier reserves the right to refuse permission in this respect.

5.5.4 Notwithstanding any permission which may be given by the Supplier under clause 5.5.3, the Supplier reserves the right, at the time of the event, not to admit outside entertainment or services to the premises, not to permit outside food or beverages to be brought to the premises and not to have outside equipment installed on the premises if, in the Supplier's reasonable opinion to do so would risk:

5.5.4.1 causing danger to the health and safety of the venue's guests and/or employees;

5.5.4.2 causing offence to the venue's guests and/or employees; or

5.5.4.3 committing an offence or breaching any legislation applicable to the venue.

5.5.5 In accordance with UK law, the Supplier and its contractors are unable to allow any of the Client's guests who are under the age of 18, to consume any alcohol. The Supplier and its employees and contractors reserve the right to remove any alcohol from guests who are unable to prove that they are over 18, regardless of how they obtained the alcohol in the first instance.

## 5.6 **Liability:**

5.6.1 The Supplier accepts no liability for loss of, or damage to, property brought onto its premises and which is owned by or in custody of the Client or its employees, guests, customers, clients, or invitees.

5.6.2 The Client shall be responsible for any damage caused by it, its employees, guests, customer, clients or invitees to the Supplier's premises, furnishing, utensils or equipment during the event or as a result of the event, and shall indemnify the Supplier against the cost of repair or replacement thereof.

5.6.3 Notwithstanding any permission which may be given by the Supplier under clause 5.5.3, but subject to clause 0, the Supplier accepts no liability for loss, damage, or breakout of disease caused to the Client, its employees, guests, customers, clients or invitees as a result of the Client's provision of any of the items referred to in clause 5.5.3.

## 6. **Charges and payment**

6.1 The Charges for the Services shall be as set out in the Proposal save as specified otherwise in these Conditions or as otherwise agreed in writing by the Supplier and the Client.

6.2 The Supplier may make additional Charges to the Client for its time and costs arising from:

6.2.1 amendments to proofs or other draft Deliverables requested after the Client has been given the opportunity to review such drafts but has failed promptly to specify the requirement for such amendments in accordance with clause 4.1.4;

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- 6.2.2 conversion of Deliverables into any electronic format which was not expressly stipulated in the Proposal.
- 6.3 The Supplier may increase its Charges commensurate with any increase in the charges of any of its suppliers or sub-contractors, subject to giving the Client not less than four weeks' prior written notice of such increase.
- 6.4 Save to any extent the Proposal expressly stipulates otherwise, the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 6.5 The Supplier shall invoice the Client at the time(s) specified in the Proposal or, if not specified in the Proposal, on completion of the Services.
- 6.6 The Client shall pay each invoice submitted by the Supplier:
- 6.6.1 within 30 days of the date of the invoice; and
- 6.6.2 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.
- 6.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.8 If the Client 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 10, the Client 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 6.8 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%.
- 6.9 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).

## 7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.
- 7.2 The Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.
- 7.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 0.
- 7.4 This clause 6.9 is subject to any contrary provision of a Proposal which expressly provides that any Intellectual Property Rights arising from performance of the Services shall belong to the Client.

The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.

## 8. Data protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 8.2 Where the Services include the processing of personal data by the Supplier on behalf of the Client, the remainder of this clause 8 shall apply, and the parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor.
- 8.3 Without prejudice to the generality of clause 0, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of clause 0, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 8.4.1 process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing



personal data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;

- 8.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 8.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 8.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - 8.4.4.1 the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
  - 8.4.4.2 the data subject has enforceable rights and effective legal remedies;
  - 8.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - 8.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- 8.4.5 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.4.6 notify the Client without undue delay on becoming aware of a personal data breach;
- 8.4.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and

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- 8.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 8.5 The Client consents to the Supplier appointing a third party processor of personal data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 8 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 8.

## 9. Limitation of liability

### THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, delict (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 9.3.1 death or personal injury caused by negligence;
  - 9.3.2 fraud or fraudulent misrepresentation; and
  - 9.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.4 Subject to clause 0, the Supplier's total liability to the Client shall not exceed the amount of the Charges for the Services specified in the Proposal.
- 9.5 This clause 9.5 sets out specific heads of excluded loss:
- 9.5.1 Subject to clause 0, the types of loss listed in clause 9.5.2 are wholly excluded by the parties.
  - 9.5.2 The following types of loss are wholly excluded:

- 9.5.2.1 loss of profits.
  - 9.5.2.2 loss of sales or business.
  - 9.5.2.3 loss of agreements or contracts.
  - 9.5.2.4 loss of anticipated savings.
  - 9.5.2.5 loss of use or corruption of software, data or information.
  - 9.5.2.6 loss of or damage to goodwill; and
  - 9.5.2.7 indirect or consequential loss.
- 9.6 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 11C, 11D and 11E of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.7 This clause 9 shall survive termination of the Contract.

## 10. Termination

- 10.1 The Client shall not have any right to cancel the Contract save as may be expressly provided in the Proposal or as otherwise provided in these Conditions. Where the Proposal gives the Client a right of cancellation, the Charges payable on cancellation shall be as specified in the Proposal.
- 10.2 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:
- 10.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 Business Days of that party being notified in writing to do so;
  - 10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 10.2.3 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

- 10.2.4 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.
- 10.3 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 Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2.2 to clause 10.2.4, or the Supplier reasonably believes that the Client is about to become subject to any of them.

## 11. Consequences of termination

- 11.1 On termination of the Contract:
- 11.1.1 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 11.1.2 the Client shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 11.2 Termination of the Contract 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 Contract which existed at or before the date of termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## 12. General

- 12.1 **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 results from events, circumstances or causes beyond its reasonable control.

## 12.2 **Assignment and other dealings.**

12.2.1 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.

12.2.2 The Client 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 without the prior written consent of the Supplier.

## 12.3 **Confidentiality.**

12.3.1 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 12.3.2.

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

12.3.2.1 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 12.3; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

## 12.4 **Entire agreement.**

12.4.1 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.

12.4.2 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.

12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

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

- 12.6 **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.
- 12.7 **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 0 shall not affect the validity and enforceability of the rest of the Contract.
- 12.8 **Notices.**
- 12.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Proposal.
- 12.8.2 Any notice shall be deemed to have been received:
- 12.8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 12.8.2.2 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; and
- 12.8.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.8.3 This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 12.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of the Contract
- 12.10 **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 Scotland.

- 12.11 **Jurisdiction.** Each party irrevocably agrees that the courts of Scotland shall have non-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.

**- ENDS -**