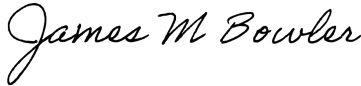


SILVERBACK NEW ACCOUNT FORM

In order that Silverback Events Limited ("SE", "we" or "our") provide services to you, please complete this form and return it to us by e-mail to accounts@silverbackuk.com or post to head office on the address above:

Lead Client Details	
Company Name ("Lead Client", "you" or "your")	
Contact Name	
Company Registered Address	
Company Number	
Company Invoice Address (if different from Registered Address)	
Accounts Contact Name	
Accounts Email 1	
Accounts Email 2	
Invoice Sign Off (please circle)	PO Job Reference Name of person & date who booked job
VAT Registration Number	
Email Address	
Telephone Number	
Credit Application	
If 30 days credit is required, please complete the following details:	
Company Type	Public Limited Limited Partnership Sole Trade Other (Please state)
Business Type	
Number of Employees	
Number of years trading	
Accounts last filed with Companies House	
<i>TERMS AND CONDITIONS: Payment strictly 30 days from date of invoice for credit accounts only</i>	

Bank Details		
Bank		
Branch		
Address		
Sort Code		
Account Number		
Number of years Banking		
References		
Please provide details of two trade references we may approach if required		
	Trade Reference 1	Trade Reference 2
Company		
Contact Name		
Address		
Email Address		
Telephone Number		
<p><i>This Contract consists of this New Account Form and the latest version of our Terms and Conditions (as attached to this New Account Form). Each party confirms that it has read and agrees to the contract terms (including the Terms and Conditions). By signing this New Account Form both parties agree to enter into a contract on the terms of the New Account Form and the attached Terms and Conditions, the Contract coming into effect on the date of the last signature below.</i></p> <p><i>By signing this New Account Form you confirm you have the authority to enter into this agreement on behalf of any Group Company who may request, and otherwise use, the Services from time to time. You also confirm that (i) any Group Company agrees to be bound by the Terms and Conditions to the extent that that Group Company issues a Work Order and enters into a contract in accordance with clause 2.9 of the Terms and Conditions with SE, and (ii) the Lead Client and Group Companies remain responsible for all obligations and sums due under this Contract, in accordance with clause 2.3 of the Terms and Conditions.</i></p>		
	Silverback Events Ltd	Client
Signature		
Date	06/04/2019	
Name	James Bowler	
Position	Director	

Silverback Events Ltd Terms and Conditions of Trading (these “Terms and Conditions”)

1. Definitions

- 1.1. In this Contract, unless the context so requires otherwise, the following terms shall have the following meanings:

“*Business Day*” means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

“*Contract*” means these Terms and Conditions together with the New Account Form and any Work Order (as appropriate);

“*Crew*” means sub-contractors supplied as personnel by SE to provide the Services to the Client, the number of which in respect of a particular event to be stipulated in the relevant Work Order;

“*Client*” means the Lead Client and/or any Lead Client’s Group Company (as appropriate) that enters into or wishes to enter into a contract on the basis of these Terms and Conditions for the supply of Services by SE;;

“*Equipment*” means safety equipment, tools or materials (if any) supplied by SE as part of the Services, as set out in the relevant Work Order;

“*Event*” means the event, managed by the Client, in respect of which the Client requests that SE provides the Services;

“*Event of Force Majeure*” means any cause outside of a Party’s reasonable control, including act of God, actions or omissions of third parties (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation;

“*Fees*” means the fees payable by the Client to SE for the provision by SE to the Client of the Services, based on the relevant Quotation and as agreed between the Parties in respect of the relevant Work Order;

“*Group Company*” means any company who is the recipient of Services from SE under these Terms and Conditions, which is for the time being a subsidiary or holding company of the Lead Client, or another subsidiary of the Lead Client’s holding company, in each case within section 1159 of the Companies Act 2006;

“*Lead Client*” means the lead client identified on the New Account Form;

“*Location*” means the location of the Event, as stipulated in the Work Order;

“*New Account Form*” means the form at the start of these Terms and Conditions (entitled “New Account Form”) detailing the Parties to this Contract;

“*Party*” means SE or the Client, and “*Parties*” shall mean both of them;

“*Quotation*” means the quotation for the provision of the Services that SE provides to the Client prior to the entry into by the Parties of a work order on the basis of such quotation, whether in writing (as a formal quotation) or verbally;

“*SE*” means Silverback Events Ltd, a company incorporated in England under company registration number 7544391 whose registered office is at Christopher Watson House 16- 18 Station Road Chapeltown Sheffield S35 2XH;

“*Services*” means the services to be provided by SE to the Client as set out in the relevant Work Order (and which may include labour for a particular event run by the Client); and

“*Work Order*” means the request provided by the Client to SE, based on a Quotation, relating to the particular services supplied or arranged to be supplied by SE to the Client, including details as to the amount of labour to be provided, fees, locations and timetables, which when accepted (either in writing or otherwise) by SE forms a contract incorporating these Terms and Conditions;

- 1.2. references to “*Clauses*” are to clauses of these Terms and Conditions;

- 1.3. the headings are inserted for convenience only and shall not affect the construction or interpretation of this Contract;

- 1.4. a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.5. words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);
- 1.6. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.7. a reference to “writing” or “written” includes in electronic form and similar means of communication (except under Clause 10).
2. Preliminary
- 2.1. The terms of this Contract apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Client in whatever form and at whatever time. These Terms and Conditions apply to all Services.
- 2.2. SE reserves the right to amend these Terms and Conditions at any time on notice to the Lead Client. All amendments to these Terms and Conditions will be emailed to the Lead Client. The new Terms and Conditions will form part of this Contract from the date of the email notice. Continued use of the Services will be deemed to constitute acceptance by the Client of the new Terms and Conditions. No other terms or changes to these Terms and Conditions will be binding unless agreed in writing signed by SE..
- 2.3. The Lead Client and any of its Group Companies shall be jointly and severally liable for any Client obligations under this Contract or any Work Order.
- 2.4. If any Client brings under a Work Order a claim against SE which includes any losses incurred by a Group Company or the Lead Client (if not the Client under that Work Order), where such Group Company or the Lead Client (as appropriate) has already recovered such losses from SE under a Work Order, the claim brought by that Client will be reduced by the amount of those losses recovered and paid by SE to the relevant Group Company or the Lead Client (as appropriate). The Lead Client and/or any of its Group Companies shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one liability, loss, cost, shortfall, damage, deficiency, breach or other set of circumstances which gives rise to more than one claim.
- 2.5. Save as expressly provided in this Contract, this Contract shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations not expressly stated in this Contract except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Contract based on any representation that is not expressly incorporated into this Contract.
- 2.6. Subject to Clause 2.2, this Contract constitutes the whole agreement and understanding of the Parties as to the subject matter of this Contract and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Contract.
- 2.7. This Contract governs the overall relationship of the parties in relation to the Services provided by SE to the Client, and sets out:
- 2.7.1. in Clause 2, the procedure for the Client to request the provision of Services from SE under separate Work Orders; and
- 2.7.2. that the Client shall be entitled from time to time to request the provision of any or all of the Services from SE.
- 2.8. Signature of the New Account Form by a Lead Client means that these Terms and Conditions apply to all future Work Orders and Services to be received by the Lead Client and/or a Group Company. The Client can request services at any time and to the extent that the relevant Client issues a Work Order for such Services, such Work Order shall be issued in accordance with and subject to these Terms and Conditions.
- 2.9. SE shall provide a Quotation to the Client on request. Any subsequent Work Order provided by the Client to SE must be in the form SE requires from time to time, either in writing, verbally or otherwise. A Work Order constitutes an offer by the Client to purchase Services in accordance with these Terms and Conditions, which SE may accept or reject (at its absolute discretion). A Work Order shall be deemed to be accepted by SE, and a legally binding contract formed incorporating these Terms and Conditions, on the earlier of:

- 2.9.1. SE issuing written or verbal acceptance of the Work Order; or
- 2.9.2. any act by SE consistent with fulfilling the Work Order.
- 2.10. The requirement for SE to perform any of its obligations under any Work Order shall be conditional upon SE's receipt from the Client of any advance payment of Fees as required under that Work Order.
- 2.11. If the Client provides to SE a purchase order for its receipt of Services other than as set out in Clause 2.8, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for the Client's administrative purposes and shall not form part of this Contract.
- 2.12. In the event of a conflict between these Terms and Conditions and a Work Order, the relevant Work Order shall prevail.
- 2.13. Each contract formed in respect of a Work Order constitutes a separate agreement; there may be more than one such agreement between the Parties in force at the same time as this Contract.
- 2.14. For the avoidance of doubt, in the event that SE is providing Crew and Services as a sub-contractor under a head agreement, these Terms and Conditions shall apply to such provision.
- 2.15. Lead Client shall indemnify and keep indemnified SE against any claim made by any Group Company against SE which is not related to SE's breach of or in accordance with these Terms and Conditions.
- 3. Charges and Payment
- 3.1. In consideration of obtaining the relevant Services SE provides pursuant to this Contract, the Client shall pay to SE the relevant Fees; provided always that the Lead Client agrees that if any of its Group Companies fails to pay any Fees the Lead Client shall be responsible and pay the relevant Fees.
- 3.2. The Fees shall be agreed between SE and the Client prior to the provision of the Services. SE reserves the right to increase the Fees at any time in the event of any change in:
 - 3.2.1. a relevant foreign exchange rate;
 - 3.2.2. a relevant currency regulation;
 - 3.2.3. any relevant taxes or duties;
 - 3.2.4. any other costs relevant to or having effect upon the supply of the Services; and/or
 - 3.2.5. the Services as initially agreed in the Work Order.
- 3.3. The Client shall pay the Fees to SE at such times and in such instalments as SE may direct from time to time. Unless set out otherwise in this Contract, SE may issue invoices to the Client for the Fees at such intervals as SE may, in its absolute discretion, consider appropriate.
- 3.4. All sums due under this Contract are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.
- 3.5. The Client shall pay SE for all undisputed Fees within 30 days after receipt of SE's invoice; provided always that the Lead Client agrees if any of its Group Companies fails to pay any Fees then the Lead Company shall be responsible for and pay all undisputed Fees within 30 days after receipt of SE's invoice.
- 3.6. The Client shall pay SE the Fees by any payment method that SE may stipulate from time to time. No payment shall be considered paid until SE has received it in cleared funds in full.
- 3.7. Payment of the Fees shall be in the currency in force in England from time to time or such other currency as SE may stipulate from time to time for the Fees.
- 3.8. Payment of all sums due to SE under this Contract shall be made by the Client in full without any set-off, deduction or withholding whatsoever.
- 3.9. If the Client is late in paying any part of any monies due to SE under this Contract and such payment remains outstanding for seven days following SE providing notice to the Client of such outstanding payment, SE may (without prejudice to any other right or remedy available to SE whether under this Contract or by any statute, regulation or bye-law) do any or all of the following:
 - 3.9.1. charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;
 - 3.9.2. recover SE's costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and
 - 3.9.3. suspend performance of this Contract until payment in full has been made.

- 4. SE's obligations
- 4.1. SE warrants that:
 - 4.1.1. it shall use its reasonable skill and care in providing the Services;
 - 4.1.2. if it is supplying any Equipment, that Equipment is of a suitable standard for the purposes for which it is required (as stipulated in the Work Order);
 - 4.1.3. its employees, agents and subcontractors have the necessary skill to provide any Services;
 - 4.1.4. it shall use its reasonable endeavours to ensure that whilst its employees, agents and subcontractors are at an Event they conform to the Client's normal and reasonable codes of staff and security practice as are advised to them in advance by the Client; and
 - 4.1.5. it shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Contract.
- 4.2. SE does not warrant that the Services will meet the Client's individual requirements. SE is not responsible for any people, equipment, deliverables or services that it is not expressly stipulated to provide in this Contract. The Client is responsible for any people, equipment, deliverables and services that it needs to obtain from someone other than SE. Except for any matter in relation to which SE specifically agrees in writing to advise or do, SE shall not be responsible, or have any Liability (subject to Clause 7.1) for advising on, or failing to advise on, or doing, or failing to do, anything else.
- 4.3. Unless SE expressly agrees otherwise, SE shall not be required to provide the Services at any place other than the Location. SE shall not unreasonably withhold or delay its agreement to perform the Services at any other place that the Client reasonably requests, although the Client acknowledges that SE may charge additional Fees to reflect its extra costs in performing the Services at the different location.
- 4.4. SE shall use its reasonable endeavours to perform its obligations under this Contract within any timescales set out in this Contract. However, subject to Clause 7.1, SE shall not have any Liability for any delays or failures to accurately perform its obligations:
 - 4.4.1. if it has used those endeavours; or
 - 4.4.2. if caused by any failure or delay on the Client's part or on the part of the Client's employees, agents or subcontractors or by any breach by the Client of this Contract or any other agreement.
- If there is any slippage in time, SE shall use its reasonable endeavours to reschedule delayed tasks to a mutually convenient time. For the avoidance of doubt, time shall not be of the essence in relation to the performance of SE's obligations under this Contract.
- 4.5. If SE is delayed or hindered in providing any Services as a result of any breach, delay or failure by the Client to perform any of its obligations under this Contract or of any other agreement between the Parties, then SE may charge the Client at its standard rates from time to time for:
 - 4.5.1. any time reasonably incurred as a result of the hindrance or breach (including any wasted time for which SE had anticipated that its personnel would provide Services under this Contract but become unable to provide the Services at that time as a result of the Client's act or omission); and
 - 4.5.2. any time that SE was going to spend in providing the Services, in addition to the time it actually does spend in providing the Services.
- 4.6. Except where expressly stated in this Contract, SE excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.
- 5. The Client's obligations
- 5.1. The Client shall:
 - 5.1.1. ensure that the terms of the Work Order, and any other instructions that it provides to SE for the Services, are correct and accurate;
 - 5.1.2. provide proper, adequate, safe, comfortable and suitable environmental and operating conditions for SE and the Crew at the Location;
 - 5.1.3. provide access, at all reasonable times during the Event at the Location, adequate space, materials, equipment, hardware and third party facilities (including, in each case, promptly upon SE's reasonable request) to enable SE to perform its obligations and exercise its rights under this Contract;

- 5.1.4. inform SE in writing a reasonable time before the commencement of any Services of any regulations relevant to it and the Crew when working at the Location;
 - 5.1.5. ensure that it fully co-operates with, and makes itself available at all reasonable times for discussion and meetings with, SE and the Crew to enable SE to promptly perform its obligations under this Contract;
 - 5.1.6. promptly provide to SE such information and assistance that will enable SE to carry out fully, accurately and promptly its obligations under this Contract to the best of its ability;
 - 5.1.7. promptly comply with all of SE's reasonable requests in connection with this Contract;
 - 5.1.8. have all rights, permissions and consents to enter into, and perform its obligations under, this Contract;
 - 5.1.9. comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Contract.
 - 5.1.10. Ensure that adequate breaks are provided for the call length, and the client will pay for all hours crew are onsite including breaks.
- 5.2. It is the Client's responsibility to ensure that the Services are sufficient and suitable for its purposes and meet its individual requirements.
- 5.3. The Client is responsible for ensuring that it provides SE with the information required to enable SE to properly provide the Services. SE shall not be responsible or, subject to Clause 7.1, have any Liability for any failure to provide the Services to the extent caused by the Client's failure to properly ensure the provision of the relevant information.
6. Confidentiality
 - 6.1. 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:
 - 6.1.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out that Party's obligations under this Contract. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 6; and/or
 - 6.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 6.2. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Contract.
7. Limitation of liability
 - 7.1. SE does not exclude or limit its liability for:
 - 7.1.1. its fraud; or
 - 7.1.2. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - 7.1.3. any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 7.1.4. any other liability which cannot be excluded or limited by applicable law.
 - 7.2. Subject to Clause 7.1:
 - 7.2.1. SE shall, under no circumstances whatsoever, be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss, arising under or in connection with this Contract; and
 - 7.2.2. SE's total liability in respect of all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5,000.
 - 7.3. Each Party shall maintain suitable public and employer's liability insurance to cover their respective liabilities in respect of any act or omission for which it might become liable to the other Party.
8. Termination and cancellation
 - 8.1. This Contract shall commence on the date on which this Contract is entered into in accordance with its terms, and shall continue in full force and effect for one year ("Initial Term") and shall automatically extend for one year ("Extended Term") at the end of the Initial Term and at the end of each Extended Term. Either Party may give written notice to the other Party, not later than one month before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.
 - 8.2. In the event that the Client needs to change the contents of a Work Order (including the time at which it requires the Crew to attend the Event under the Work Order), it must inform SE at least three hours before the proposed time at which SE is required to commence provision of the Services under the Work Order; however, SE cannot guarantee that it will be able to accommodate any changes, and SE may require the Client to pay the Fees in respect of the Work Order (prior to any changes) in any event.
 - 8.3. In the event that the Client wants to cancel a Work Order, the Client shall give at least 24 hours' notice, prior to planned commencement of the provision of the Services under the Work Order, to SE of such cancellation. In the event that the Client gives to SE:
 - 8.3.1. less than 24 hours' notice but more than twelve hours' notice of such cancellation, the Client shall be required to pay to SE 50% of the Fees payable under that Work Order; and
 - 8.3.2. twelve hours' notice or less of such cancellation, the Client shall be required to pay to SE 100% of the Fees payable under that Work Order.
 - 8.4. Unless terminated earlier in accordance with the termination provisions under this Contract, a Work Order shall continue in full force and effect until the latest of:
 - 8.4.1. the completion of the provision of the Services in accordance with that Work Order; or
 - 8.4.2. the conclusion of payment of all sums due under that Work Order.
 - 8.5. Without prejudice to any of SE's rights or remedies, SE may terminate this Contract (or the relevant Work Order) with immediate effect (or such other notice period as SE sees fit in its absolute direction) by giving notice to the Client if the Client fails to pay any amount due under this Contract (or that Work Order) on the due date for payment and such amount remains in default not less than seven days after being notified to make such payment.
 - 8.6. SE may terminate this Contract immediately by notice in writing to the Client if:
 - 8.6.1. the Client is in material breach of any of its obligations under this Contract, and, where such material breach is capable of remedy, the Client fails to remedy such breach within a period of 10 Business Days of being notified of such breach by SE; and/or
 - 8.6.2. the Client gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the Client or an administration order is made or an administrator is appointed to manage the affairs, business and property of the Client or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Client's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or the Client takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.
 - 8.7. Termination of this Contract (or a Work Order) shall be without prejudice to any accrued rights or remedies of either Party.
 - 8.8. Termination of this Contract (or a Work Order) shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
 - 8.9. On termination of this Contract (or a Work Order) for any reason:
 - 8.9.1. SE shall cease to provide the Services under this Contract (or that Work Order); and
 - 8.9.2. all outstanding Fees and any other sums under this Contract (or that Work Order) shall become immediately payable, whether invoiced or not.
 - 8.10. On termination (or expiry) of this Contract, howsoever arising, each Work Order then in force at the date of such termination or expiry shall continue in full force and effect for the remainder of the term of such Work Order, unless terminated earlier in accordance with the terms of such Work Order.
 - 8.11. The termination or expiry of any Work Order shall not affect any other Work Order or this Contract.
9. Force Majeure
 - 9.1. Subject to Clause 7.1, and save for any obligations in respect of the payment of Fees, neither Party shall have any Liability for any breach,

- hindrance or delay in performance of its obligations under this Contract which is caused by an Event of Force Majeure, regardless of whether the circumstances in question could have been foreseen.
- 9.2. Each of the Parties agrees to inform the other upon becoming aware of an Event of Force Majeure, such information to contain details of the circumstances giving rise to the Event of Force Majeure.
- 9.3. The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 9.4. Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 9.5. If the performance of any obligations is delayed under this Clause 9, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 9.6. If the Event of Force Majeure continues without a break for more than one month, either Party may terminate this Contract immediately by notice to the other, in which event neither Party shall have any Liability (subject to Clause 7.1) to the other Party by reason of such termination.
- 9.7. If SE has contracted to provide identical or similar services to more than one client and SE is prevented from fully meeting its obligations to the Client due to an Event of Force Majeure, SE may decide at its absolute discretion which contracts it will perform and to what extent.
10. Notices
- 10.1. Any notice given to either Party under or in connection with this Contract shall be in writing, addressed to the relevant Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier, or by email (provided that a confirmatory copy is given by hand or sent by pre-paid first class post, recorded delivery or commercial courier in accordance with this Clause 10.1 within one business day of transmission).
- 10.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 10.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; if sent by email, at the time the email has been sent (where the confirmation of sending shall be conclusive evidence of proof that a notice was sent by email)..
- 10.3. The provisions of this Clause 10 shall not apply to the service of any proceedings or other documents in any legal action.
11. Assignment
- The Client may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Contract or any right, benefit or interest under it, nor transfer, novate or sub-contract any of its obligations under it, without SE's prior written consent (such consent not to be unreasonably withheld or delayed).
12. Severance.
- 12.1. If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- 12.2. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
13. Waiver
- A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Contract 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 such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
14. Third party rights
- A person who is not a Party shall not have any rights under or in connection with this Contract.
15. No partnership
- Nothing in this Contract shall constitute a partnership or employment or agency relationship between the Parties.
16. Governing law and jurisdiction
- 16.1. This Contract 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 laws of England.
- 16.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation.