

# Delicious London Ltd Event Terms and Conditions

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THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 8* (LIMITATION OF LIABILITY).

## 1. Interpretation

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 5 (Charges and payment).

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

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.4.

**Contract:** the contract between DELICIOUS LONDON LTD and the Client for the supply of Services in accordance with 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 DELICIOUS LONDON.

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

#### **Data Protection Legislation:**

(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

(b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.]

**DELICIOUS LONDON:** Delicious London Limited, a company registered in England and Wales with company number 08867124, and using the trading names "Delicious London", "Delicious Barcelona" "Ziggy & Violet" and "Barcelona Delicious"

**DELICIOUS Materials:** has the meaning set out in clause 4.1(i).

**Deliverables:** any deliverables set out in the Order produced by DELICIOUS LONDON for the Client.

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

**EU Law:** the law of the European Union or any member state of the European Union.

**EU GDPR:** the General Data Protection Regulation ((EU) 2016/679).

**Event:** the event or events of the Client for which the Services are being performed.

**Intellectual Property Rights:** patents, 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, rights in designs, 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.

**Order:** the Client's order for Services as set out in the Client's purchase order form, the Client's written acceptance of a quotation by DELICIOUS LONDON, or overleaf, as the case may be.

**Participant:** each attendee of the Event, whether or not they are employees of the Client.

**Services:** the services, including the Deliverables, supplied by DELICIOUS LONDON to the Client as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by DELICIOUS LONDON to the Client.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

### 1.2 Interpretation:

(a) 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.

(b) 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.

(c) A reference to **writing** or **written** includes fax and email.

## 2. Basis of contract

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when DELICIOUS LONDON issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by DELICIOUS LONDON, and any descriptions or illustrations contained in DELICIOUS LONDON's 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 Contract or have any contractual force.
- 2.4 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 trade, custom, practice or course of dealing.
- 2.5 Any quotation given by DELICIOUS LONDON shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

## 3. Supply of Services

- 3.1 DELICIOUS LONDON shall supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2 DELICIOUS LONDON shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates, except for the date of the Event(s), shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 DELICIOUS LONDON reserves the right to amend the Specification 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 DELICIOUS LONDON shall notify the Client in any such event.
- 3.4 DELICIOUS LONDON warrants to the Client that the Services will be provided using reasonable care and skill, in a good and work like manner and otherwise in line with best practice within its industry.

## 4. Client's obligations

- 4.1 The Client shall:
  - (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
  - (b) co-operate with DELICIOUS LONDON in all matters relating to the Services;
  - (c) provide DELICIOUS LONDON, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by DELICIOUS LONDON;
  - (d) provide DELICIOUS LONDON with such information and materials as DELICIOUS LONDON or its subcontractors may reasonably require in order to supply the Services, including but not limited to information on and from the Participants, and ensure that such information is complete and accurate in all material respects;
  - (e) ensure that each Participant provides such information and completes such documentation as is reasonably required by DELICIOUS LONDON or its subcontractors to perform the Services;
  - (f) prepare the Client's premises or any third party premises used for the Event(s) for the supply of the Services;
  - (g) 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;
  - (h) comply with all applicable laws, including health and safety laws;
  - (i) keep all materials, equipment, documents and other property of DELICIOUS LONDON ("**DELICIOUS Materials**") at the Client's premises or third party premises required for the Event in safe custody at its own risk, maintain the DELICIOUS Materials in good condition until returned to DELICIOUS LONDON, and not dispose of or use the DELICIOUS Materials other than in accordance with DELICIOUS LONDON's written instructions or authorisation; and
  - (j) comply with any additional obligations as set out in the Specification.
- 4.2 If DELICIOUS LONDON'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**"):
  - (a) without limiting or affecting any other right or remedy available to it, DELICIOUS LONDON 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 DELICIOUS LONDON's performance of any of its obligations;
  - (b) DELICIOUS LONDON shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from DELICIOUS LONDON's failure or delay to perform any of its obligations as set out in this clause 4.2; and

- (c) the Client shall reimburse DELICIOUS LONDON on written demand for any costs or losses sustained or incurred by DELICIOUS LONDON arising directly or indirectly from the Client Default.
- 4.3 In order to protect the legitimate business interests of DELICIOUS LONDON, the Client covenants with DELICIOUS LONDON that it shall not (except with the prior written consent of DELICIOUS LONDON):
- (a) attempt to solicit or entice away; or
  - (b) solicit or entice away,
- from the employment or service of DELICIOUS LONDON the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of DELICIOUS LONDON.
- 4.4 The Client shall be bound by the covenant set out in clause 4.3 during the term of the Contract, and for a period of 12 months after termination or expiry of the Contract.
- 4.5 For the purposes of clause 4.3, a "**Restricted Person**" shall mean any firm, company or person employed or engaged by DELICIOUS LONDON during the term of the Contract, who has been engaged in the provision of the Services or the management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

## **5. Charges and payment**

- 5.1 The Charges for the Services shall be calculated as set out in the Order and DELICIOUS LONDON shall invoice the Client in accordance with the Order.
- 5.2 The Client shall pay each invoice submitted by DELICIOUS LONDON:
- (a) in accordance with the Order; and
  - (b) in full and in cleared funds to a bank account nominated in writing by DELICIOUS LONDON, and time for payment shall be of the essence of the Contract.
- 5.3 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 DELICIOUS LONDON to the Client, the Client shall, on receipt of a valid VAT invoice from DELICIOUS LONDON, pay to DELICIOUS LONDON 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.
- 5.4 If the Client fails to make a payment due to DELICIOUS LONDON under the Contract by the due date, then, without limiting DELICIOUS LONDON's remedies under clause 9, 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 5.4 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%.
- 5.5 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).

## **6. Intellectual property rights**

- 6.1 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 DELICIOUS LONDON.
- 6.2 DELICIOUS LONDON 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.
- 6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4 The Client grants DELICIOUS LONDON a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to DELICIOUS LONDON for the term of the Contract for the purpose of providing the Services to the Client.
- 6.5 The Client hereby gives permission for DELICIOUS LONDON to display and use any images and video captured at the Event(s) – excluding images of branding, guest faces – for DELICIOUS EVENTS marketing material, including case studies, literature, exhibitions, advertising and on websites. No use of any of the images will be used for other commercial reasons, except with written permission from the Client.

## **7. Data protection**

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and DELICIOUS LONDON is the processor. The Order shall set out the scope, nature and purpose of processing by DELICIOUS LONDON, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to DELICIOUS LONDON for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of clause 7.1, DELICIOUS LONDON shall, in relation to any personal data processed in connection with the performance by DELICIOUS LONDON of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Client as set out in the Order unless DELICIOUS LONDON is required by Domestic Law or EU Law to otherwise process that personal data. Where DELICIOUS LONDON is relying on Domestic Law or EU Law as the basis for processing Personal Data, DELICIOUS LONDON shall promptly notify the Client of this before performing the processing required by Domestic Law or EU Law unless Domestic Law or EU Law prohibit DELICIOUS LONDON from so notifying the Client;
  - (b) 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);
  - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - (d) not transfer any personal data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
    - (i) the Client or DELICIOUS LONDON has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;
    - (iii) DELICIOUS LONDON complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
    - (iv) DELICIOUS LONDON complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
  - (e) 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;
  - (f) notify the Client without undue delay on becoming aware of a personal data breach;
  - (g) 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 Domestic Law or EU Law to store the personal data; and
  - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and immediately inform the Client if, in the opinion of DELICIOUS LONDON, an instruction infringes the Data Protection Legislation.
- 7.5 The Client consents to DELICIOUS LONDON appointing subcontractors as a third party processor of Personal Data under the Contract. DELICIOUS LONDON confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7 and in either case which DELICIOUS LONDON undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and DELICIOUS LONDON, DELICIOUS LONDON shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 7.
- 7.6 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

**8. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 8.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 8.2 Subject to clause 8.1, DELICIOUS LONDON's total liability to the Client shall not exceed the Charges paid by the Client under the Contract. DELICIOUS LONDON's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.3 DELICIOUS LONDON excludes liability, and the Client undertakes to assume liability, for any damage to or loss of any items or articles brought to an Event premises by the Client, its employees, agents or guests to the Event, including any articles left at the premises after the Event.
- 8.4 In no event shall DELICIOUS LONDON be liable for the following types of loss:
- (a) Loss of profits
  - (b) Loss of sales or business.
  - (c) Loss of agreements or contracts.
  - (d) Loss of anticipated savings.
  - (e) Loss of use or corruption of software, data or information.
  - (f) Loss of or damage to goodwill.
  - (g) Indirect or consequential loss.
- 8.5 The Client shall indemnify DELICIOUS LONDON in respect of any damage to or loss of DELICIOUS LONDON's or any third party's property however caused during or as a result of an Event, save to the extent caused by an employee or agent of DELICIOUS LONDON.
- 8.6 DELICIOUS LONDON 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 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 This clause 8 shall survive termination of the Contract.

## **9. Termination**

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three months' written notice.
- 9.2 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:
- (a) 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 14 days of that party being notified in writing to do so;
  - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, DELICIOUS LONDON 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.
- 9.4 Without affecting any other right or remedy available to it, DELICIOUS LONDON may suspend the supply of Services under the Contract or any other contract between the Client and DELICIOUS LONDON 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 9.2(b) to clause 9.2(d), or DELICIOUS LONDON reasonably believes that the Client is about to become subject to any of them.

## **10. Consequences of termination**

- 10.1 On termination of the Contract:
- (a) the Client shall immediately pay to DELICIOUS LONDON all of DELICIOUS LONDON's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, DELICIOUS LONDON shall submit an invoice (which shall include any sums paid to subcontractors or other third party providers of products or services being part of the Services), which shall be payable by the Client immediately on receipt; and
  - (b) the Client shall return all of DELICIOUS LONDON Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then DELICIOUS LONDON 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.

- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 11. Force majeure.

- 11.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
  - (f) collapse of buildings, fire, explosion or accident;
  - (g) any labour or trade dispute, strikes, industrial action or lockouts;
  - (h) non-performance by suppliers or subcontractors; and
  - (i) interruption or failure of utility service.
- 11.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 11.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 11.4 If the Client needs to postpone the Event(s) due to a Force Majeure Event, they may postpone the Event to another date within three months of the start of the Force Majeure Event. Moving the Event(s) to a date beyond three months of the start of the Force Majeure Event will amount to a cancellation of the Contract.
- 11.5 If the Event(s) is / are to take place less than three months' after the start of the Force Majeure Event, and if the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving two weeks' written notice to the Affected Party.

## 12. General

- 12.1 **Assignment and other dealings.**
- (a) DELICIOUS LONDON may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
  - (b) The 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 DELICIOUS LONDON.
- 12.2 **Confidentiality.**
- (a) Each party undertakes that it shall not at any disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2(b).
  - (b) Each party may disclose the other party's confidential information:
    - (i) 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 12.2; and
    - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
  - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.3 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 12.4 **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).
- 12.5 **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.
- 12.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.7 **Notices.**
- (a) Any notice or other communication 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 email to the address specified in the Order.
- (b) Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - (ii) 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
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.7(b)(iii), 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.
- (c) This clause 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.
- 12.8 **Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 12.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 12.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.