

1 About Us

- 1.1 We are CScreens Ltd a company registered in England and Wales under registration number 08303558 with registered address of Smokehouse Yard 44 - 46, St John Street, London, EC1M 4DF (“we”, “our”, “us”).
- 1.2 You are our customer as set out in the Booking Form (as defined below) (“you” “your”). At all times you will be regarded as the principal in all respects and shall be responsible for compliance at all times with these Terms (as defined below).

2 Terms

- 2.1 These terms and conditions and the booking specifications in such form as agreed by us in writing (“Booking Form”), which together are referred to as the “Terms”, contain the whole agreement between you and us relating to their subject matter and supersedes any prior agreements, representations or understandings between us unless expressly incorporated by reference in these Terms.
- 2.2 You acknowledge that you have not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in these Terms. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 2.3 These Terms shall commence on the date that you sign and return the Booking Form to us. In the event that the Booking Form is not signed or returned to us by you but you proceed with the order for the booking in accordance with the terms of the Booking Form such booking shall be on the terms and conditions set out in these Terms to the exclusion of any other terms and conditions.

3 Services

- 3.1 We have the right to display advertising on the screens which are set out in the Booking Form (“Screens”).
- 3.2 Subject to clause 22 we shall, in accordance with these Terms, facilitate the display of your advertising on the Screens in accordance with the specifics set

out in the Booking Form (“Services”) for the duration of the term of the advertising campaign as set out in the Booking Form (“Campaign”).

- 3.3 We shall provide such additional services as set out in the Booking Form or agreed from time to time.

4 Authority

At all times you undertake and warrant to us that you have the authority to enter into these Terms, to approve the terms of the Booking Form and to approve any Advertising or promotional material provided to us by you (as defined below).

5 Bookings

An order for services shall only be accepted by us upon receipt of a satisfactorily completed Booking Form, by an email from us, a carrier order or programmatically.

6 Advertising

- 6.1 You shall supply us with the advertising to be displayed on the Screens or for any other services specified on the Booking Form (“Advertising”) on or before the deadline that we specify to you (“Deadline”). Any Advertising to be uploaded onto Screens (“Screen Advertising”) must be in an appropriate format.
- 6.2 You shall ensure that all Advertising provided by you shall comply with and shall be subject to the technical requirements or specifications as notified by us to you from time to time.
- 6.3 You shall ensure that all Advertising complies with all applicable laws, regulations and codes and it is not discriminatory, defamatory or interferes or infringes the rights of any third parties or is capable of causing a nuisance or offence to anyone.
- 6.4 All Advertising provided by you shall comply with all regulatory requirements and any of our reasonable requests including without limitation, where required from time to time, being ClearCast approved, or it being approved in advance by the land-owner as well as by us or such other specifications as notified to you by us from time to time. You must at all times comply strictly

with, and ensure that all Advertising complies with, all advertising requirements, broadcasting rights, safety or technical requirements.

- 6.5 At all times you are responsible for ensuring that any music, public address, lighting systems or any other systems or software used as part of the Advertising including without limitation any IT, wireless or display system proposed or used for the Advertising for playing, broadcasting or displaying any material including without limitation any live material, musical, film, audio is operated at a level which is acceptable to us, the owner or operator of the site of the Screens and to the public generally.
- 6.6 At all times you are responsible for all payments due to any third parties as a result of the playing, broadcasting or display of the Advertising.
- 6.7 We have the right to refuse any Advertising or other advertising material or samples that we reasonably determine is illegal, offensive or inappropriate.
- 6.8 Subject to payment by you of the applicable fees under the Booking Form, being payable in accordance with these Terms ("Fees") we shall facilitate the running of your Advertising on the Screens in accordance with the Booking Form. We shall comply with your reasonable directions and reasonable instructions from time to time in relation to the Advertising.
- 6.9 We cannot guarantee that our employees, representatives, site controllers or land-owners will not engage in conduct which is prejudicial or detrimental to your Advertising, logos, trade marks or other Intellectual Property Rights (as defined below) but we shall make reasonable endeavours to ensure that the Advertising is run in accordance with your reasonable instructions.
- 6.10 We make no representations or warranties of any kind (whether express or implied) other than those set out under these Terms.
- 6.11 Your right to display the Advertising on the Screens is non-exclusive and we are entitled to display similar third party promotional material on the Screens, which may relate to your direct competitors.
- 6.12 We cannot guarantee the visibility of your Advertising on the Screens but where possible we shall use reasonable endeavours to encourage that the Screens be in a prominent position.

6.13 We will keep copies of the Advertising and any data collected by us in respect of the running of the advertising on the Screens ("Proof of Playing"). We will provide copies of these to you from time to time.

7 Experimental or Sampling

7.1 In the event of a booking for experimental or sampling advertising you shall at all times maintain in place third party and public liability insurance with a reputable insurance company with good standing for no less than £5,000,000 (five million pounds GBP) or any other insurance requirements specified by us in writing. Upon request you shall provide us with a copy of such policy on demand.

7.2 All promotional material including without limitation any sampling must comply with all legal and regulatory requirements including without limitation all health and safety requirements and food standard requirements.

7.3 All promotional materials and its distribution must comply with any of our requests or those of the site owners or site controllers.

7.4 To the maximum extent permitted by law, you remain at all times responsible and liable for all samples and experimental advertising.

7.5 To the maximum extent permitted by law, at all times you remain responsible for any operatives at any site including any operatives engaged by you to distribute samples.

7.6 You shall ensure at all times that the distribution of any samples, including without limitation the distribution of any alcohol, is done strictly within the requirements of any and all regulations and/or legislation.

7.7 At all times you are responsible for ensuring that any site where sampling is carried out by you or on your behalf is left clean, tidy and in a good state of repair.

7.8 You shall not display or erect any materials or structures at a site without our written approval. All advertising material to be displayed at a site shall be provided to us in good time for our approval.

8 Sites

- 8.1 At all times you remain responsible for any damage caused by you or anyone engaged by you at a site or location of the Screens or where any of the Services are being performed (“Site(s)”) and shall repair and rectify such damage at your sole cost and to our absolute satisfaction.
- 8.2 You shall ensure at all times that neither you or anyone engaged by you or connected with you shall interfere with the normal use and functioning of the Sites or impede or limit the use of the Sites by us or the owner or occupier of the Sites. You shall notify us immediately upon becoming aware of any facts or circumstances which would constitute a breach of this clause 8.2 or if any other party is interfering with the functioning of the Site or limiting its use of which you are aware.
- 8.3 Upon our request or that of the owner or occupier of the Site you shall clear at your own expense the Site of any Advertising and restore it to its original condition. In the event that you fail to comply with this requirement we are authorised to clean the Site at your expense and dispose of any Advertising or other materials left at the Site. For such obligation time shall be of the essence.

9 Time for performance

Except as otherwise expressly stated, time shall not be of essence in respect of our obligations under these Terms.

10 Intellectual property

- 10.1 All copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, mask works, utility models, domain names and all similar rights and, in each case whether registered or not; including without limitation any applications to protect or register such rights; including without limitation all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing (“Intellectual Property Rights”) in the Advertising belong to you.

- 10.2 You grant us the right to use and where necessary sub-licence the Intellectual Property Rights in the Advertising for the purpose of running the Advertising on the Screens and providing any of the services.
- 10.3 By providing us with the Advertising you warrant that all such Advertising complies with any and all advertising guidelines or policies created or supplied or made available by you and notified to us from time to time and such Advertising is consistent with these Terms.
- 10.4 At all times you shall ensure that all Advertising:
- 10.4.1 does not infringe any Intellectual Property Rights of any third party;
 - 10.4.2 does not breach any law, statute or regulation;
 - 10.4.3 is not defamatory, libellous, obscene, or otherwise unlawful;
 - 10.4.4 does not contain viruses or other computer programs intended to damage, interfere with or unlawfully process personal or other data.
- 10.5 All Proof of Playing relating to the Advertising shall belong absolutely to us.
- 10.6 We shall be entitled to use in any way we deem fit any skills, techniques or know how acquired or developed or used in performance of these Terms or any services performed under these Terms.

11 Standards of Service

- 11.1 We shall:
- 11.1.1 make all commercially reasonable efforts to provide you with prior email notification of any and all scheduled and emergency interruptions to the availability of the Advertising on the Screens and where possible shall use reasonable endeavours to keep such interruptions to a minimum.
 - 11.1.2 deliver our Services with reasonable due diligence and skill and in accordance with the exercise of the degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances (“Good Industry Practice”); and

11.1.3 procure that all Services shall be carried out in good faith and upon the basis of information provided by you and otherwise in accordance with Good Industry Practice.

11.2 The above is subject to you giving notice to us as soon as you are reasonably able upon becoming aware of the breach. When notifying us of a breach you shall use your reasonable endeavours to provide us with such documented information, details and assistance as we may reasonably request.

11.3 All other warranties and representations, whether statutory or implied, are hereby expressly excluded to the fullest extent permitted by law.

12 Fees and expenses

12.1 You shall pay us the Fees.

12.2 All sums due under these Terms are exclusive of VAT, sales or other tax applicable which shall be paid in addition by you at the rate and in the manner for the time being prescribed by law.

12.3 We shall invoice you electronically to the email address notified by you in writing to us for all sums due under these Terms as set out in the Booking Form.

12.4 You shall pay such sums in full without set-off or counterclaim on or before the due date for payment as set out in the Booking Form.

12.5 You will pre-pay for any production and space required in respect of any Advertising as notified by us in writing including without limitation any experimental or sampling advertising.

12.6 Where sums due hereunder are not paid in full by the due date, we may, without limiting its other rights, charge interest on such sums at the applicable Late Payment of Commercial Debts rate from time to time in force.

12.7 Interest will apply from the due date for payment until actual payment in full, whether before or after judgment.

12.8 Any queries on invoices must be reported to us promptly. In the event that an invoice is not disputed within seven days of receipt it shall be considered by us to be an undisputed debt.

13 Limits on liability and Indemnity

- 13.1 Subject to the following sub-clauses and to the maximum extent permitted by law in no event shall our aggregate liability to you (whether it contract, tort (including negligence) or otherwise) and in respect of all claims, losses and damages arising under or in connection with these Terms exceed the lower of 50% of the Fees or £10,000,000 (ten million pounds) in respect of any one claim or series of related claims.
- 13.2 To the maximum extent permitted by law we:
- 13.2.1 Exclude any and all liability to you;
 - 13.2.2 have no liability to you in contract, tort (including without limitation negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with these Terms. In no event shall our liability extend to any loss of profits; loss of business opportunity; loss of goodwill; loss of data; loss of anticipated savings; or any special, indirect or consequential loss or damage whatsoever.
- 13.3 To the maximum extent permissible by law we are not responsible for any loss or damage caused at the Sites.
- 13.4 The parties agree that the limitations on liability in these Terms are reasonable given their respective commercial positions and ability to purchase relevant insurance in respect of risks under these Terms.
- 13.5 Notwithstanding the above or other limitations and exclusions of liability set out in these Terms, we do not exclude or limits any liability for:
- 13.5.1 personal injury (including without limitation sickness and death) to the extent that such injury results from the negligence or wilful default of us or our employees; or
 - 13.5.2 fraud or fraudulent misrepresentation; or
 - 13.5.3 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

13.5.4 any other liability to the extent the same cannot be excluded or limited by law.

13.6 You shall indemnify us and keep us indemnified and hold us harmless from and against any losses, damages, liability, costs (including without limitation legal fees) and expenses which we may incur or suffer as a result of or arising from any breach by you of your obligations under these Terms or your negligence or wilful default.

13.7 You shall indemnify us and keep us indemnified and hold us harmless from and against any losses, damages, liability, costs (including without limitation legal fees) and expenses which we may incur or suffer in respect of providing any indemnity to a Site owner or operator in respect of any of your Advertising or obligations under these Terms.

14 Costs

You are responsible for your legal and other costs in relation to the preparation and performance of your obligations under these Terms.

15 Cancellation

15.1 In the event that you cancel or amend your order at any time including without limitation making a request to change any campaign period we reserve our right to charge you a cancellation fee of:

15.1.1 For any Screen Advertising:

- (a) 50% of the Fee where it is less than two weeks but more than one week before the start of the Campaign; and
- (b) 100% of the Fee where it is less one week before the start of the Campaign;

15.1.2 For any other Advertising which is not Screen Advertising including without limitation any sponsorship, experiences, sampling or pouring rights:

- (a) 25% of the Fee where it is 12 weeks or more before the Campaign;
- (b) 50% of the Fee where it is less than 12 weeks but more than 8 weeks before the Campaign;
- (c) 75% of the Fee where it is less than 8 weeks but more than 4 weeks before the Campaign; and

(d) 100% of the Fee where it is less than 4 weeks before the Campaign;

15.1.3 Where you request to amend any part of the Campaign time or services we reserve the right to charge 100% of the Fees depending on the level of notice provided.

15.2 The payments in this clause 15 represents a genuine pre-estimate of our loss and does not impose a detriment on you which is disproportionate to our legitimate interests.

15.3 We reserve our right to terminate these Terms, cancel your order and not run any Advertising and/or remove any material including without limitation any Advertising from the Sites with immediate effect without liability to pay any fees, compensation or damages in the following circumstances:

15.3.1 you committing any serious or repeated breach or non-observance of any of the Terms;

15.3.2 in our sole and absolute discretion;

15.3.3 if any sum remains outstanding for over seven days or if there are any unpaid sums due prior to the start of the Campaign;

15.3.4 you refusing or neglecting to comply with any reasonable and lawful direction made by us or the Site owner or occupier;

15.3.5 our arrangement with the Sites or use of the Sites or Screens being terminated for any reason;

15.3.6 you being guilty of any act of fraud or dishonesty;

15.3.7 you acting in any manner which, in our reasonable opinion is likely to bring us or the Site owner or occupier into disrepute;

15.3.8 a bankruptcy order is made against you or you compound with or enter into any formal voluntary arrangement with creditors;

15.3.9 you stop carrying on all or a significant part of your business, or indicates in any way that you intend to do so or are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if we reasonably believe that to be the case; or you become the subject of a company voluntary arrangement under the Insolvency Act 1986; or you have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income; or you have a resolution passed for your winding up or have a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you or you are subject to any procedure for the taking control of your goods that is not withdrawn or discharged within seven days of that procedure being commenced or has a freezing order made against you or is subject to any events or circumstances analogous to those in this clause 15.3.9 in any jurisdiction; or take any

steps in anticipation of, or you have no realistic prospect of avoiding, any of the events or procedures described in this clause 15.3.9 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;

15.3.10 any of the warranties set out in these Terms being found to be materially and significantly inaccurate, misleading or untrue;

15.3.11 you are or become unauthorised from entering into these Terms or performing any of your obligations under these Terms; or

15.3.12 you are prohibited, by operation of law, from performing any of your obligations under these Terms.

15.4 In the event we exercise any rights under clause 15.3 neither us nor the Site nor Screen owner nor operator will be liable to you for any fees, compensation or damages.

16 Intellectual Property Rights indemnity

16.1 We shall be entitled to remove any and all Advertising from the Screens in the event that you fail to pay amounts due under these Terms or if any Advertising infringes (or in our reasonable opinion is likely to infringe) any Intellectual Property Rights of any third party or otherwise be illegal or is in breach of these Terms.

16.2 You shall indemnify and keep us indemnified and hold us harmless from and against any losses, damages, liability, costs (including without limitation legal fees) and expenses incurred by us as a result of or in connection with any action, demand or claim that use or operation of any Advertising provided by you infringes the Intellectual Property Rights of any third party or is illegal or is in breach of these Terms.

17 Non-solicitation

17.1 You shall not (except with our written consent) directly or indirectly solicit or entice away from the employment (or attempt to do so) any person employed or engaged by us at any time during the term of our engagement or for a period of 12 months after the termination or expiry of these Terms.

17.2 If you breach the above clause, you will pay to us as compensation an amount equal to 12 months' salary of the relevant employee or contractor (as the case may be), and the parties acknowledge that this represents a genuine pre-estimate of the loss likely to be suffered through breach of this clause.

17.3 If the periods above are held by a court or tribunal of competent jurisdiction to be void or unenforceable, such provisions will apply with such modification to the relevant wording and/or reduction in the length of the period as required to make them valid and enforceable.

18 Announcements

We are entitled at any time to make reference to you, your Advertising or your promotional material including without limitation reference to any visual references or quantities data for any reason.

19 Rights of third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999, these Terms are not intended to and do not give any person who is not a party to them any right to enforce any of its provisions. However, this does not affect any right or remedy of such a person that exists or is available apart from that Act.

20 Force Majeure

20.1 A party will not be liable if delayed in or prevented from performing its obligations under these Terms due to an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation—war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions ("Force Majeure"). Force Majeure does not include, without limitation, inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make these Terms unattractive to a party, provided that it:

20.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

20.1.2 uses reasonable endeavours to minimise the effects of that event.

20.2 If, due to Force Majeure, a party:

20.2.1 is unable to perform a material obligation; or

20.2.2 is delayed in or prevented from performing its obligations for a continuous period of more than 90 days;

the other party may, within a further ten days, terminate the agreement on notice. Otherwise these Terms shall continue in full force and effect.

21 Further assurance

Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to these Terms.

22 Termination

22.1 Either party may without prejudice to its other rights and remedies by notice in writing to the other party immediately terminate the Campaign and these Terms if the other:

22.1.1 is in material or persistent breach of any of its obligations under these Terms and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or

22.1.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

- 22.2 In the event of termination of the Campaign or these Terms for any reason, each party shall within seven days of such termination return (or, at the other party's option, destroy) all Confidential Information in its possession or under its control and all copies of such information and pay all Fees due to us under these Terms.
- 22.3 Termination for whatever reason shall not operate to affect any provisions under these Terms that expressly or by implication survive termination.

23 Notices

Notices under these Terms must be in writing and sent to the other party's address agreed by the parties from time to time in writing. Notices may be given, and will be deemed received if correctly addressed:

- 23.1 by first-class post: two Business Days after posting;
- 23.2 by airmail: seven Business Days after posting;
- 23.3 by hand: on delivery;
- 23.4 by facsimile: on receipt of a successful transmission report from the correct number, and
- 23.5 by email: on receipt of a delivery return mail from the correct address within 24 hours from delivery if no notice of delivery failure is received.

24 Survival

Provisions which by their terms or intent are to survive termination of these Terms will do so.

25 Data protection

- 25.1 In these Terms, 'personal data', 'data', 'data subject' and 'processing' have the meanings given to them in the Data Protection Act 1998 unless otherwise stated.
- 25.2 Each party must comply with all data protection laws that apply to it in relation to any personal data processed in connection with these Terms.
- 25.3 You shall indemnify us and keep us indemnified and hold us harmless from and against any losses, damages, liability, costs (including without limitation

legal fees) and expenses which we may incur or suffer as a result of or arising from any breach by you of your obligations under this clause.

26 Confidential Information

26.1 Each party shall maintain the confidentiality of any and all confidential information of the other party, (whether in oral, written or electronic form) including without limitation technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, intellectual property, assets, strategy, products and customers ("Confidential Information") and shall not without the prior written consent of the other use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under these Terms.

26.2 Each party undertakes to:

26.2.1 disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors (including Supplier Personnel) to whom and to the extent to which such disclosure is necessary for the purposes contemplated under these Terms; and

26.2.2 to procure that such persons are made aware of and agree in writing to observe the obligations in this clause.

26.3 Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.

26.4 The provisions of this clause shall not apply to information which:

26.4.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;

26.4.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;

26.4.3 is independently developed by the recipient, without access to or use of such information; or

26.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

26.5 The obligations under this clause shall survive the variation, expiry or termination of these Terms for a period of five years thereafter.

26.6 Each party (the Indemnifier) shall indemnify and keep indemnified and hold harmless the other (the Indemnitee) from and against any losses, damages, liability, costs (including legal fees) and expenses which the Indemnitee may incur or suffer as a result of or arising from any breach by the Indemnifier of this clause.

27 Relationship

The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

28 Severability

Each clause of these Terms is severable and distinct from the others. If any clause in these Terms (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced):

28.1 the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and

28.2 without limiting the foregoing, in such circumstances the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of these Terms as soon as possible.

29 Compliance with law

You shall at all times comply and shall (at your own expense unless expressly agreed otherwise) ensure that in the performance of your duties hereunder, your employees, agents and representatives will comply with all applicable laws and regulations.

30 Assignment and subcontracting

You may not assign, subcontract or encumber any right or obligation under these Terms, in whole or in part, without our prior written consent.

31 Succession

These Terms shall be binding upon, and enure to the benefit of, each of the parties, their respective personal representatives and their respective successors in title.

32 Change

32.1 For the purpose of these Terms a change, amendment or alteration to the Booking Form is called a "Change".

32.2 Where we originate a Change we shall provide you with the Change request and a notice of the changes ("a Change Note").

32.3 Where you want to make a Change you shall provide us with such information (as is within your reasonable possession or control) which we reasonably consider is relevant to such Change or may assist us. We will provide you within 14 days of receiving the request for a Change (or such other period as may be agreed between the parties) with a Change Note.

32.4 The recipient of a Change Note shall act reasonably and in good faith in deciding whether to accept or decline it in its sole discretion, but in any event do so within 14 days of receipt of the Change Note (or such later time as may be agreed) indicating acceptance of the change, or setting out in full its reasons for declining.

32.5 The costs of implementing and effecting the Change shall be paid in addition to the amounts due for providing the services under the Booking Form and shall be such sums contained in the Change Note.

33 Waiver

33.1 Any rights, powers or remedies conferred upon us by these Terms shall be in addition to and without prejudice to all other rights, powers and remedies available to us under general law .

33.2 Unless otherwise expressly agreed, no delay, act or omission by us in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

34 Set-off

34.1 You may not set off any amount we owe to you against any amount you owe to us in relation to these Terms unless otherwise agreed.

34.2 All payments under these Terms will be made without set-off or counterclaim, free and clear of and without deduction of any taxes, levies, duties, charges and withholdings of any kind now or in future imposed in any jurisdiction. If a party is compelled by law to deduct or withhold any taxes, levies, duties, charges and withholdings of any kind, it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

35 General

35.1 In these Terms, unless the context otherwise requires:

35.1.1 the singular includes the plural and vice versa;

35.1.2 references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);

35.1.3 'including' (or similar words) means including without limitation;

35.1.4 references to these Terms or any specified clause in these Terms are to these Terms or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time;

35.1.5 clause headings do not affect their interpretation;

35.1.6 references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof;

35.1.7 writing includes manuscript, emails, and other legible, permanent forms; and

35.1.8 reference to any English action, remedy, method of judicial proceeding, court, legal document, legal concept, legal status, legal doctrine or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English equivalent.

36 Dispute resolution

36.1 If either party believes in good faith that the other party (the "Other Party") has breached any term of these Terms, then the first party shall notify the Other Party, in writing setting forth in reasonable detail the nature of the alleged breach ("Notice of Breach"). If the Other Party does not dispute the validity of the Notice of Breach, then it shall promptly undertake to cure the breach. If however, the Other Party disputes the validity of the Notice of Breach, then the parties shall comply with the following provision in order to expedite the review, verification, cure and remedy of any such breach.

36.2 Any dispute to be resolved pursuant to these Terms shall first where possible be submitted for resolution to the authorised contacts of each party set out under the Booking Form ("Authorised Contact(s)"). If such Authorised Contacts are unable to resolve the dispute within five days after the date on which the Notice of Breach is received by the Other Party (or such longer time as is mutually agreed in writing), then the dispute shall be submitted to the directors (or persons of comparable authority) of each party for resolution. If such directors are unable to resolve the dispute within ten days after the date on which the Notice of Breach is received by the Other Party (or such longer time as is mutually agreed in writing), then each party shall be free to pursue whatever remedies hereunder, at law or in equity may be available to it in respect of the subject matter of the dispute.

37 Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with it or its subject matter is governed by and shall be construed in accordance with the laws of England and Wales. Subject to any disputes which the parties agree to resolve using an alternative dispute resolution process permitted in accordance with clause 36 (Dispute Resolution), the parties irrevocably submit to the exclusive jurisdiction of the

courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, these Terms.