



BUYER TERMS AND CONDITIONS

1 Introduction

Where a Buyer wishes to purchase advertising space and/or other services from CScreens, and CScreens wishes to provide such deliverables and services to the Buyer, as described in more detail in a Booking Form; the Buyer and CScreens agree that such services and deliverables shall be supplied in accordance with the provisions of the Booking Form and these Terms and Conditions (together, the “**Agreement**”).

In the event of any inconsistency between the Booking Form and these Terms and Conditions, the Booking Form shall take priority.

2 Defined Terms and Interpretation

2.1 In this Agreement, the following words and phrases will have the following meanings:

Act	Means the Broadcasting Acts 1990 and 1996, the Communications Act 2003 and any amendments thereto or any superseding legislation.
Advertising	Means the broadcast of the Copy in and/or around content on the Screens;
Booking Form	Means the document, sent to the Buyer by CScreens, setting out: <ul style="list-style-type: none"> • the booking parameters that the Buyer requested either in CARIA, by email, programmatically or over the phone that CScreens are able to provide; • the proposed terms for display of the Copy and/or the Services to be provided; and • the proposed Fee.
Buyer	Means the company named in the Booking Form requesting Advertising and/or the other Services provided by CScreens.
Confidential Information	Means 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.
Copy	Means advertising, promotional or sponsorship copy provided by, or on behalf of, the Buyer and intended for broadcast on the Screens by CScreens as advertising or sponsorship credits;

CScreens	Means CScreens Limited a company registered in England and Wales under registration number 08303558 with registered address of 8 Domingo Street, London, EC1Y 0TA.
Delivery Date(s)	Means the date(s) specified on the Booking Form by which CScreens must receive the Copy and/or any materials that it requires for the fulfilment of the Services.
Intellectual Property Rights	Means any patents or patent applications, any trade marks (whether or not registered); inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration, copyright or design rights (whether registered or unregistered), database rights, performer's property rights as described in Part II, Chapter X of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world, any goodwill in any trade or service name, trading style or get-up and any and all other intellectual or proprietary rights.
Proof of Playing	Means data collected by CScreens to evidence that the Copy was broadcast on the Screens during the relevant period and including numbers of impacts and footfall achieved.
Screens	Means the screens located at the Site, which will show content and the Copy, in accordance with this Agreement.
Services	means the Services to be supplied by CScreens under these Terms and Conditions, as set out in the relevant Booking Form, and which may include (without limitation) access to a Site for sampling and/or experiential opportunities.
Site	Means the location, set out on a relevant Booking Form, at which the Screens will be made available or the Services are being provided.
Term	Means the period described in Clause 3.1.

- 2.2 Clause and Schedule headings shall not affect the interpretation of this licence.
- 2.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this licence.
- 2.4 If there is an inconsistency between any of the provisions in the main body of this licence and the Schedules, the provisions in the main body of this licence shall prevail.
- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular.
- 2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.7 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.
- 2.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.9 A reference to writing or written includes email.
- 2.10 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement

and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

3 Term and Scope of Services

- 3.1 This Agreement will begin when the Buyer indicates its acceptance of the terms and Services set out in the relevant Booking Form. The Buyer's acceptance may be indicated by a positive action including (without limitation) emailing a confirmation or sending CScreens its Copy. The Agreement shall continue for the duration of the campaign dates set out in the Booking Form and until the Fee has been paid, unless terminated sooner in accordance with Clause 11.
- 3.2 CScreens will not be obliged to display Copy or provide Services until it has received positive confirmation from the Buyer that it agrees with the terms set out in the Booking Form and these Terms and Conditions, in accordance with Clause 3.1.
- 3.3 The Agreement consists of the Booking Form and these Terms and Conditions, which are incorporated into the Booking Form by reference and which are available on CScreens' website, at www.c-screens.com.
- 3.4 During the Term, CScreens shall display the Copy and perform the Services in accordance with the agreed version of the Booking Form. Additional Advertising and Services may be booked for an additional fee, provided that these are agreed in writing. These will then be included as part of the Agreement.

4 CScreens' Obligations

- 4.1 Subject to payment of the Fee and Buyer's compliance with its obligations under this Agreement, CScreens shall display or procure the display of the Copy on the Screen(s) for the duration of the campaign period set out in the Booking Form and/or carry out or procure the Services.
- 4.2 CScreens shall use its reasonable endeavours to achieve the footfall and impacts for the Advertising that is set out in the Booking Form. In the event that actual delivery of the footfall and/or impacts is less than that set out in the Booking Form, the Buyer will be entitled to a credit, equivalent to the value of the shortfall of impacts and/or footfall. CScreens may display the Buyer's Copy at an alternative time or on an alternative Screen, on notice to the Buyer, or may adjust a future booking that the Buyer makes, in order for it to recoup the value of the credit. The credit will be the Buyer's only remedy under this Agreement.
- 4.3 In the event that the shortfall described in Clause 4.2 is caused by the Buyer failing to provide Copy by the specified delivery date, the full Fee will still be due and CScreens shall provide a credit, as described above. Where such shortfall has been caused by a breach of this Agreement by the Buyer, no credit shall be made available but the Fee will still be due.
- 4.4 The recoupment of credit value shall be the Buyer's sole remedy under this Agreement in the event that the footfall and/or impacts achieved are lower than expected.
- 4.5 Where the Buyer has requested sampling or experiential services, CScreens shall provide the Services set out in the relevant Booking Form, subject to payment of the Fee and the Buyer's compliance with Clause 5.
- 4.6 CScreens will use reasonable endeavours to ensure the visibility of the Copy on the Screens and that the Screens are positioned in a prominent position at the Site.
- 4.7 The Buyer acknowledges and accepts that CScreens is entitled to sell other advertising and sponsorship opportunities on the Screens, that may appear next to Buyer's Copy, and that this may include competitors of the Buyer.

- 4.8 CScreens shall:
- (i) make all commercially reasonable efforts to provide the Buyer with prior email notification of any and all scheduled and emergency interruptions to the availability of the Advertising on the Screens and shall use reasonable endeavours to keep such interruptions to a minimum;
 - (ii) deliver the Advertising and/or 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.
- 4.9 CScreens will collate and keep Proof of Playing and will provide a copy to the Buyer from time to time.

5 Buyer's Obligations and Warranties

Copy

- 5.1 The Buyer shall supply CScreens with the Copy or relevant materials required for the fulfilment of any Services on or before the relevant Delivery Date.
- 5.2 Copy will only be transmitted by CScreens if it satisfies the technical requirements provided by CScreens from time to time, complies with the Act, the UK Code of Broadcast Advertising (BCAP Code) and any accompanying notes of guidance published from time to time by Ofcom or the ASA (or any successor body) and any replacement or amendment of the same in force at the time of broadcast.
- 5.3 For the avoidance of doubt, where CScreens are procuring the production of Copy on the Buyer's behalf as part of the Services, the obligations in Clauses 5.2 and 5.6 shall remain the responsibility of the Buyer, unless otherwise agreed in writing.
- 5.4 CScreens shall not be liable for any addition to, changes in, deletions from or non-transmission of any Copy where the same was required by Ofcom or the ASA or for the withholding or withdrawal of approval of any Copy by Clearcast or for any costs, loss, damage, expenses or claims resulting from any such action.
- 5.5 Notwithstanding the provisions above in this clause 5, CScreens reserves the right, in its absolute discretion, to do any act or thing in respect of the broadcast of any Copy or part thereof (including the fading, editing or cutting thereof) if, in its reasonable opinion, the Copy contains any unsuitable material for broadcast. CScreens shall not incur any liability whatsoever to the Buyer in respect thereof.
- 5.6 CScreens will use reasonable endeavours where requested by a Buyer to apply copy rotation in accordance with the Buyer's instructions.
- 5.7 The Buyer warrants, represents and undertakes that:
- (i) it will procure that all necessary licences and consents for the copying and/or transmission of any performance or copyright material contained in any relevant Copy will be obtained and paid for;
 - (ii) it will ensure that the copying and/or transmission of the Copy will not infringe the Intellectual Property Rights of, or be defamatory to, any third party; and
 - (iii) it will ensure that no Copy will be in breach of, or contrary to, any common law, statute, regulation or code of practice, including in particular that no Advertisement Copy will:
 - (i) be racist, sexist or threatening or menacing to any person or group of people; (ii)

contain any obscene elements; or (iii) be likely to cause annoyance or distress to any person

- 5.8 The Buyer will give notice to CScreens as soon as possible if it becomes aware that the Copy breaches, or may breach, any of the obligations set out in this Clause 5.
- 5.9 CScreens has the right to refuse Copy where it reasonably believes that the Copy is, or will be, in breach of one or more of the obligations set out in this Clause 5.
- 5.10 For the avoidance of doubt, CScreens will not be liable to the Buyer if its employees and/or representatives, Site controllers and/or owners or members of the public engage in conduct which is prejudicial or detrimental to the Copy, the Buyer's logos, trademarks or other Intellectual Property Rights. However, CScreens shall use their reasonable endeavours to prevent the same.

Sampling and/or Experiential

- 5.11 At all times, the Buyer is responsible for ensuring that any music, public address or any other systems or software by it including, without limitation, any IT, wireless or display system proposed or used for playing, broadcasting or displaying any audio is operated at a level which is acceptable to CScreens, the owner or operator of the Site and to the public generally. CScreens reserve the right to instruct the Buyer to reduce sound levels or to cease using audio.
- 5.12 The Buyer warrants, represents and undertakes that:
- (i) any samples that it provides will be of good quality, safe for the public and comply with all relevant regulations and laws including, without limitation, in respect of health and safety;
 - (ii) if the samples are edible, the samples shall be adequately labelled with ingredients and allergens and it will comply with all relevant laws and guidelines with respect to (without limitation) food standards, food labelling and food hygiene and safety; and
 - (iii) following any sampling or experiential activity, the Buyer will fully clear the Site of leftover samples, rubbish and/or packaging and any materials and equipment that it has brought to Site, at its own expense, and restore it to its original condition.
- 5.13 In the event that the Buyer fails to comply with Clause 5.12(iii), CScreens are authorised to clear the Site at the Buyer's expense and dispose of any equipment or other materials left at the Site.
- 5.14 CScreens are entitled to refuse the distribution of samples if they reasonably believe that the samples breach Clause 5.12, are not in keeping with relevant laws and/or guidelines, are unsafe, illegal, offensive or inappropriate. For the avoidance, this includes on the day that the sampling is taking place and at the Site itself.
- 5.15 The Buyer shall comply with all rules and requests by the owner and/or controller of the relevant Site and shall ensure that at all times, neither the Buyer, nor anyone engaged by the Buyer, shall interfere with the normal use and functioning of the Site or impede or limit the use of the Site.
- 5.16 The Buyer shall notify CScreens immediately upon becoming aware of any facts or circumstances which would constitute a breach of this clause 5 in respect of the Site, or if any other party is interfering with the functioning of the Site or limiting its use.
- 5.17 The Buyer will, at all times when on a Site, remain responsible for any damage caused by it or anyone engaged by it and shall repair and rectify such damage at its own sole cost, and to the satisfaction of CScreens and the relevant Site owner.

- 5.18 The Buyer shall not be entitled to display or erect any materials or structures at a Site without CScreens prior written approval. Any advertising material that the Buyer wishes to have displayed at a Site shall be provided to CScreens in good time for its prior approval.
- 5.19 The Buyer shall at all times have in place, and maintain, third party and public liability insurance with a reputable insurance company of good standing in respect of the sampling or experiential marketing, for no less than £5,000,000 (five million pounds GBP). CScreens may request additional insurance cover, where appropriate. The Buyer will provide CScreens with a copy of such polic(y)(ies) on demand.
- 5.20 The Buyer will indemnify on demand and hold harmless CScreens against all losses, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by CScreens arising from any breach of the obligations and warranties set out in this clause 5 (whether foreseeable or unforeseeable) or in any manner whatsoever including, without limitation, as a result of or arising out of the use, recording or broadcasting of any Copy or other material supplied by the Buyer and/or the provision of, and public use or consumption of, samples.
- 5.21 The Buyer shall, at all times, be regarded as the principal in all respects and shall be responsible for compliance at all times with this Agreement.

6 Mutual Warranties

Each party warrants to the other party that:

- (i) It has the authority to enter into this Agreement;
- (ii) it has put in place and shall maintain throughout the term of this Agreement all processes, procedures and compliance systems reasonably necessary to ensure that modern slavery and/or bribery and/or tax evasion does not occur within its business or down its supply chain;
- (iii) it shall and shall procure that all persons associated with it shall comply with all applicable laws relating to bribery, modern slavery and/or tax evasion; and
- (iv) it shall inform the other party if bribery, modern slavery and/or tax evasion has occurred in connection with the services being provided pursuant to this Agreement.

7 Intellectual Property

- 7.1 As between the Buyer and CScreens, all Intellectual Property Rights in the Copy belong to the Buyer.
- 7.2 The Buyer grants to CScreens the right to use and where necessary sub-licence the Intellectual Property Rights in the Copy for the purpose of running the Copy on the Screens and providing any of the Services.
- 7.3 The Buyer grants to CScreens the right to make reference to the Buyer, using its name and/or logos, and to display the Copy, in its own promotional material, provided that the same does not denigrate the Buyer.
- 7.4 Any Intellectual Property Rights existing in the Proof of Playing and in CScreens' branding and logos belong to CScreens. CScreens shall be entitled to use the Proof of Playing and data contained therein for its own promotional purposes and material.
- 7.5 Subject to Clause 14, CScreens shall be entitled to use in any way that they deem fit any skills, techniques or know how acquired or developed or used in its delivery of its obligations under this Agreement.

8 Fees and expenses

- 8.1 In consideration of CScreens provision of the Advertising and/or Services, the Buyer shall pay the Fee. CScreens will specify on the Booking Form any elements of the Fee that require pre-payment or any special terms. Otherwise, CScreens will invoice at the end of a campaign or the provision of the Services and payment is due within 30 days of the date of the invoice.
- 8.2 Unless otherwise stated, all sums due under this Agreement are exclusive of VAT, sales or other tax applicable which shall be paid in addition by the Buyer at the rate and in the manner for the time being prescribed by law.
- 8.3 CScreens shall invoice the Buyer for the Fee and the Buyer shall pay in accordance with the payment terms on the invoice, without set-off or counterclaim on or before the due date for payment.
- 8.4 Where the Fee, or any proportion thereof, is not paid in full by the due date, CScreens may, without limiting its other rights, charge interest on such sums at a rate of 8% above the base rate of the Bank of England, calculated from the due date to the date of payment.
- 8.5 The Buyer must report any queries on invoices to CScreens promptly and in any event, within seven days of receipt of an invoice. Following this time, the invoice and Fee shall be considered by CScreens to be undisputed.
- 8.6 The Buyer may not set off any amount CScreens owes to it against any amount that the Buyer owes to CScreens, unless otherwise agreed.

9 Limits on Liability

- 9.1 Subject to the following and to the maximum extent permitted by law in no event shall CScreens' aggregate liability to the Buyer in respect of each Booking Form (whether in contract, tort (including negligence) or otherwise) and in respect of all claims, losses and damages arising under or in connection with this Agreement exceed 150% of the Fee in respect of the Booking Form to which the claim relates.
- 9.2 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 9.3 Subject to clause 9.2, in no event will either party be liable under or in connection with this Agreement for:
- (i) loss of actual or anticipated income or profits;
 - (ii) loss of goodwill or reputation;
 - (iii) loss of anticipated savings; or
 - (iv) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 9.4 The parties agree that the indemnity and 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.

10 Buyer Cancellation

- 10.1 In the event that the Buyer cancels or amends all or part of its order at any time including, without limitation, making a request to change any campaign period, CScreens reserve its right to charge the Buyer a cancellation fee of:

- (i) For Advertising: (a) no fee if notice is received four weeks or more before the start of the relevant campaign; (b) 25% of the Fee if notice is received less than 4 weeks but more than 3 weeks before the start of the relevant campaign; (c) 50% of the Fee if notice is received less than 3 weeks but more than 2 weeks before the start of the relevant campaign; (d) 75% of the Fee if notice is received less than 2 weeks but more than 1 week before the start of the relevant campaign and (b) 100% of the Fee if notice is received less one week before the start of the relevant campaign;
 - (ii) For any other Services, excluding Advertising, and including, without limitation, any sponsorship, experiences, sampling or pouring rights: (a) 25% of the Fee where it is 12 weeks or more before the relevant campaign; (b) 50% of the Fee where it is less than 12 weeks but more than 8 weeks before the relevant campaign; (c) 75% of the Fee where it is less than 8 weeks but more than 4 weeks before the relevant campaign; and (d) 100% of the Fee where it is less than 4 weeks before the relevant campaign;
- 10.2 The payments in this clause 10 represent a genuine pre-estimate of CScreens' loss and does not impose a detriment on the Buyer which is disproportionate to CScreens' legitimate interests.

11 Termination

- 11.1 CScreens may terminate this Agreement with immediate effect (which includes stopping broadcasting the Copy and/or removing any Buyer material from a Site) without liability to pay any fees, compensation or damages to the Buyer in the following circumstances:
- (i) if the Fee, or proportion of the Fee, remains outstanding for over ten calendar days;
 - (ii) if the Buyer refuses or neglects to comply with any reasonable and/or lawful direction made by CScreens or a Site owner or occupier;
 - (iii) if CScreens arrangement with the owner or occupier of a relevant Site or screens is terminated for any reason;
 - (iv) if the Buyer is found guilty of any act of fraud or dishonesty; and/or
 - (v) if the Buyer acts in any manner which, in CScreens reasonable opinion is likely to bring CScreens or the Site owner or occupier into disrepute.
- 11.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other:
- (i) if the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 calendar days after being notified in writing to do so;
 - (ii) if a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the other party or if the other party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
 - (iii) the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an administration order is made in relation to the other party.
- 11.3 In the event of termination or expiry of the Agreement 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.

11.4 Termination or expiry for whatever reason shall not operate to affect any provisions under this Agreement that expressly or by implication survive termination.

11.5 Termination or expiry of this Agreement shall not affect any rights of either party in respect of any antecedent breach of this Agreement by the other party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.

12 Non-solicitation

12.1 The Buyer shall not (except with CScreens' written consent) directly or indirectly solicit or entice away from the employment (or attempt to do so) any person employed or engaged by CScreens at any time during the term of the Agreement or for a period of 6 months after the termination or expiry of the Agreement.

12.2 If the Buyer breaches the above clause, it will pay to CScreens as compensation an amount equal to 6 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.

12.3 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.

13 Force Majeure

13.1 A party will not be liable if delayed in or prevented from performing its obligations under this Agreement 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 of these, 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 Agreement Conditions unattractive to a party, provided that it:

- (i) promptly notifies the other of the Force Majeure event and its expected duration; and
- (ii) uses reasonable endeavours to minimise the effects of that event.

13.2 If, due to Force Majeure, a party:

- (i) is unable to perform a material obligation; or
- (ii) is delayed in or prevented from performing its obligations for a continuous period of more than ninety days;

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

14 Confidential Information

14.1 Each party shall keep confidential the Confidential Information of the other 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 this Agreement.

14.2 Each party undertakes to:

- (i) disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement; and
 - (ii) to procure that such persons are made aware of and agree in writing to observe the obligations in this clause.
- 14.3 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.
- 14.4 The provisions of this clause shall not apply to information which:
- (i) is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;
 - (ii) is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;
 - (iii) is independently developed by the recipient, without access to or use of such information; or
 - (iv) 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.
- 14.5 The obligations under this clause shall survive the variation, expiry or termination of these Terms for a period of one year thereafter.

15 Notices

Notices under this Agreement 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:

- (i) by first-class post: two Business Days after posting;
- (ii) by hand: on delivery; and
- (iii) 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.

16 Data Protection

In providing the Advertising and the Services to the Buyer, CScreens will comply with its Privacy Policy that is available on its website at <https://c-screens.com/privacy-policy/>.

17. General Terms

- 17.1 This Agreement 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.
- 17.2 The Buyer acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 17.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this

Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

- 17.4 The Buyer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without our prior written consent.
- 17.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it 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.
- 17.6 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
- 17.7 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.8 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.9 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.10 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.11 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 17.12 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.13 Provisions which by their terms or intent are to survive termination of these Terms will do so.
- 17.14 This Agreement 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.
- 17.15 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 this Agreement or its subject matter or formation.