

## ADVERTISING TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS THESE WILL FORM THE BASIS OF THE CONTRACT FOR ADVERTISING.

### 1 Definitions and interpretation

1.1 In this Agreement:

<b>Advertising</b>	means the Customer advertising to be displayed on the Website or otherwise arising in connection with this Agreement the details of which are set out in the Application Form;
<b>Application Form</b>	means the form submitted by the Customer to the Supplier under which you offer to purchase our services AND within which the Customer shall detail the Advertisement;
<b>Associate</b>	means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that party from time to time;
<b>AUBD Membership Badge</b>	means the Intellectual Property Rights which subsist in the artwork which the Supplier will provide to the Customer following the commencement of the Agreement;
<b>Brand Guide</b>	means conditions provided by the Supplier to the Customer which detail the obligations attached to the use of the AUBD Membership Badge;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday in England;
<b>Change</b>	means any change, amendment or alteration to this Agreement;
<b>Change Control Note</b>	means a note which details the impact the proposed Change will have on any part of this Agreement;
<b>Change Control Procedure</b>	means the procedure for agreeing Changes as set out in this Agreement;
<b>Commencement Date</b>	means as defined in clause 2.

**Confidential Information**

means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's finances, technology, know-how, intellectual property, assets, strategy, products and customers;

**Confirmation of Order**

A notification from the Supplier to the Customer that the Customer's offer to purchase the Services of the Supplier has been accepted;

**Control**

means that a person owns directly or indirectly more than 50% of the shares or securities of the other person representing the right to vote on all or substantially all matters including the election of directors and **Controls** and **Controlled** shall be interpreted accordingly;

**Customer**

means the person, company or other organisation who engages our services for the purposes of advertising;

**Customer Charter**

means the document provided to the Customer in the Invitation Notice titled "Customer Charter";

**Direct Debit Date**

means the second Friday of each month, unless the Supplier otherwise notifies the Customer of an alternative direct debit date;

**Fees**

means the fees and other amounts payable under clause 9;

**Force Majeure**

means 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 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 the terms of this Agreement unattractive to a party;

**Good Industry Practice**

means the exercise of that 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;

**Intellectual Property Rights**

means 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, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

**Invitation Notice**

means the initial written correspondence (usually by email) from the Supplier to the Customer which is headed (or titled in the email subject) "Invitation Notice".

**Services**

means the services described in this Agreement to be provided by the Supplier for the Customer in the performance of this Agreement;

**Submissions**

means any user or other third party generated information emailed or otherwise externally submitted to the Website;

**Supplier**

means AUBD Limited., a company registered in England and Wales under company

registration number 06393966, whose registered office address is Bradbury House, 12 Shakespeare Street, Nottingham, Nottinghamshire, NG1 4FQ;

**Supplier Personnel**

means the people providing the Services or otherwise performing the Supplier's obligations or exercising its rights under this Agreement;

**VAT**

means United Kingdom Value Added Tax, OR and any other tax imposed in substitution for it;

**Visitor Information**

means the data collected by the Supplier about users of and visitors to the Website, including Submissions and visitors' behaviour in relation to Advertising or otherwise in connection to the Website or as a result of this Agreement;

**Website**

means <http://www.aubd.co.uk/> which is owned and operated by the Supplier.

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its Application Form, Brand Guide, Confirmation of Order and Customer Charter;
- 1.2.2 the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
- 1.2.3 a reference to a 'party' includes that party's successors and permitted assigns;
- 1.2.4 words in the singular include the plural and vice versa;
- 1.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 1.2.8 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

**2 Commencement Date**

- 2.1 This Agreement commences on the date in which we send you the Confirmation of Order.

- 2.2 For the avoidance of doubt, the contract shall not be formed unless and until we send you a Confirmation of Order.

### **3 Duration**

- 3.1 This Agreement shall continue from the Commencement Date for twelve months at which point it shall be renewed for successive periods of one month unless terminated earlier:

3.1.1 by either party for convenience on not less than 30 days prior written notice to the other, provided that such notice may not be issued until after the end of the twelve months of this Agreement; or

3.1.2 in accordance with clause 20.

### **4 Services**

- 4.1 The Supplier shall provide Services relating to the Advertising on the Website as set out below:

4.1.1 The Customer shall submit an Application Form providing a copy of the Advertising to the Supplier within the timeframe given by the Supplier. The Supplier shall adapt and configure the Advertising as appropriate so that it can be uploaded on the Website and submit a copy of this to the Customer for its approval.

4.1.2 All Advertising shall be required to comply with and shall be subject to the Website technical requirements or specifications as notified by the Supplier to the Customer from time to time. The Supplier has right to refuse Advertising or other advertising that it reasonably determines is illegal, offensive or inappropriate.

4.1.3 Before making the Advertising generally accessible to users of the Website, the Supplier shall submit a copy of the Advertising to the Customer for its approval. Once the Advertising has been duly approved by both parties, the Supplier shall upload the Advertising to and maintain it on the Website, subject to payment by the Customer of applicable Fees in accordance with this Agreement. The Supplier shall comply with the reasonable directions and instructions from the Customer from time to time in relation to the Advertising.

4.1.4 The Customer's right to display the Advertising on the Website is non-exclusive and the Supplier shall be entitled to display similar third party promotional material on the Website, which may relate to direct competitors of the Customer.

4.1.5 The Supplier shall use reasonable endeavours to encourage visitors to the Website.

- 4.2 Notwithstanding clause 4.1, the Supplier may, at its absolute discretion, display, promote or advertise the Customers business or services via social media and on internal and external publications.

### **5 Supply obligations**

- 5.1 Each of the Supplier and the Customer shall comply with their respective designated responsibilities specified in this Agreement.

5.2 The Supplier shall perform its obligations so as to meet the standards set out in this Agreement.

5.3 Further to clause 5.1 above, the Customer shall comply with the Customer Charter.

## **6 Time for performance**

6.1 Except as otherwise expressly stated, time shall not be of essence in respect of the parties' obligations under this Agreement.

## **7 Intellectual property licences**

7.1 The Supplier grants the Customer a licence to use AUBD Membership Badge, subject to the following licence conditions:

7.1.1 **Exclusivity:** the licence is non-exclusive;

7.1.2 **Transferability:** the licence is *non-transferable*. The licence cannot be sublicensed;

7.1.3 **Purpose:** the licence only permits use in connection with the Customer's own business purposes;

7.1.4 **Duration:** for the term of this Agreement;

7.1.5 **Brand Guide:** When using the AUBD Membership Badge under the licence set out in clause 7.1, the Customer must comply with the Brand Guide.

7.2 All Intellectual Property Rights in the Advertising belong to the Customer.

7.3 The Customer shall ensure that all Advertising provided by it:

7.3.1 does not infringe any Intellectual Property Rights;

7.3.2 does not breach any law, statute or regulation;

7.3.3 is not defamatory, libellous, obscene, or otherwise unlawful;

7.3.4 does not contain viruses or other computer programs intended to damage, interfere with or unlawfully process personal or other data.

## **8 Service standards**

The Supplier represents and warrants the following standards:

8.1 The Supplier shall make all commercially reasonable efforts to provide the Customer with prior email notification of all scheduled and emergency interruptions to the availability of the Advertising on the Website and shall use all reasonable endeavours to keep such interruptions to a minimum.

8.2 Services shall for the duration of this Agreement be delivered with reasonable due diligence and skill and in accordance with Good Industry Practice (as defined in clause 1).

## **9 Fees and expenses**

9.1 The Customer shall pay the Supplier the following amounts (Fees) in respect of the Services provided under this Agreement:

9.1.1 A fee for the administration involved in going live with the Advertisement as set out by the Supplier in the Confirmation of Order which shall be payable on demand at the request of the supplier; and

9.1.2 A monthly direct debit payment of the amount as set out by the Supplier in the Confirmation of Order in consideration of the Services provided for the duration of the Agreement (as per clause 3).

## **10 Taxes and duties**

All amounts due under this Agreement are exclusive of VAT, sales or other tax applicable which shall be paid in addition by the Customer at the rate and in the manner for the time being prescribed by law.

## **11 Invoicing and payment**

11.1 The Supplier shall invoice the Customer annually and electronically to the email address notified by the Customer in writing to the Supplier for all sums due under this Agreement before the Commencement Date.

11.2 The direct debit payments shall start on the first Direct Debit Date following the commencement of the Agreement.

11.3 Where a direct debit payment is missed, the Supplier may at its absolute discretion demand that that direct debit payment is payable immediately, together with any interest which has accrued under clause 12.

## **12 Interest**

12.1 Where sums due under this agreement are not paid in full by the due date, the Supplier may, without limiting its other rights, charge interest on such sums at the Late Payment of Commercial Debts rate from time to time in force.

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

## **13 Price variation**

13.1 The Supplier may increase the Fees at any time by giving the Customer not less than 14 days' notice in writing provided that the increase does not exceed 50% of the value of the Prices in effect immediately prior to the increase,

## **14 Direct Debit**

- 14.1 Amounts payable to the Supplier under this Agreement shall be paid by direct debit unless otherwise notified by the Supplier to the Customer in writing in accordance with this Agreement.
- 14.2 The Customer shall complete the Direct Debit form before the Commencement Date.

## **15 Limitation of liability**

- 15.1 The extent of the Suppliers' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
- 15.2 Subject to clause 15.5, the Supplier shall not be liable for consequential, indirect or special losses.
- 15.3 Subject to clause 15.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 15.3.1 loss of profit;
  - 15.3.2 loss of or corruption to data;
  - 15.3.3 loss of use;
  - 15.3.4 loss of production;
  - 15.3.5 loss of contract;
  - 15.3.6 loss of opportunity;
  - 15.3.7 loss of savings, discount or rebate (whether actual or anticipated);
  - 15.3.8 harm to reputation or loss of goodwill.
- 15.4 Except as expressly stated in this Agreement, and subject to clause 15.5, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 15.5 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 15.5.1 death or personal injury caused by negligence;
  - 15.5.2 fraud or fraudulent misrepresentation; and
  - 15.5.3 any other losses which cannot be excluded or limited by applicable law;

## **16 Costs**

Except for the payments specifically agreed in this Agreement, each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.

## **17 Intellectual Property Rights indemnity**

17.1 The Supplier shall be entitled to remove Advertising from the Website if any Advertising infringes (or in the Supplier's reasonable opinion is likely to infringe) any Intellectual Property Rights of any third party or otherwise be illegal, but the Supplier shall not otherwise remove Advertising except as requested by the Customer and shall maintain all associated with Advertising as agreed with the Customer.

17.2 The Customer (Indemnifying Party) shall indemnify and keep indemnified and hold harmless the Supplier (Indemnified Party) from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Indemnified Party as a result of or in connection with any action, demand or claim that use or operation of any Advertising or Software provided by the Indemnifying Party infringes the Intellectual Property Rights of any third party (IPR Claim), provided that the 'Indemnifying Party' shall not have any such liability if the Indemnified Party:

17.2.1 does not notify the Indemnifying Party in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

17.2.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of Indemnifying Party (which shall not be unreasonably withheld or delayed);

17.2.3 does not let the Indemnifying Party at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim; or

17.2.4 does not, at the Indemnifying Party's request and own expense, give the Indemnifying Party all reasonable assistance in the circumstances described above.

## **18 Amendment of Agreement**

18.1 The Supplier may from time to time make unilateral Changes to this Agreement subject to clauses 18.1.1 to 18.1.3 below

18.1.1 where the Supplier is to make a Change to the Agreement, the Supplier shall notify the Customer of the Change in writing;

18.1.2 the Change shall be effective on the date shown in the notice;

18.1.3 where the Customer does not agree with the Change, the Customer may terminate the Agreement by giving written notice to the Supplier.

18.2 The Customer shall visit the Website regularly to find out about any Changes.

18.3 Where the Customer originates a proposed Change, it shall provide the Supplier with such information (as is within the Customer's reasonable possession or control) which the Supplier

reasonably considers is relevant to such Change. The Supplier shall act in good faith when deciding whether to accept or decline the Customer's proposed Change in the Supplier's sole discretion, but in any event must accept or decline within a reasonable time.

## **19 Confidential Information**

19.1 Each party shall maintain the confidentiality of the other party's 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 exercise of its rights and performance of its obligations under this Agreement.

19.2 Each party undertakes to:

19.2.1 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 this Agreement; and

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

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

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

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

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

19.3.4 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.

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

## **20 Termination**

20.1 The Supplier may without prejudice to any of its other rights and remedies by not less than fourteen (14) days' notice in writing to the Customer terminate the Agreement. In the event of such termination, the Customer will be entitled to a proportionate refund of any advance payment made.

20.2 The Supplier may without prejudice to its other rights and remedies by notice in writing to the other party immediately terminate this Agreement if the other:

20.2.1 is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the other has failed to remedy that breach

within thirty (30) days after receiving written notice requiring it to remedy that breach;  
or

20.2.2 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.

20.3 In the event of termination of this Agreement for any reason, each party shall (without prejudice to any additional obligations under 0):

20.3.1 within fourteen (14) 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

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

## 21 Dispute resolution

21.1 If either party believes in good faith that the other party has breached any term of this Agreement, then the first party shall notify the other party, in writing setting out 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:

21.1.1 Any dispute to be resolved pursuant to this Agreement shall first be submitted the directors (or persons of comparable authority) of each party for resolution who shall use reasonable endeavours to resolve the dispute.

21.1.2 If the dispute is not resolved within 14 days of the referral being made under clause 22.1.1, the parties shall resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.

21.1.3 Until the parties have completed the steps referred to in clause 21, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief.

## 22 Entire agreement

22.1 This Agreement constitutes the entire agreement between the Supplier and the Customer and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

22.2 The Customer acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

22.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

## **23 Notices**

23.1 Any notice or other communication given by a party under this Agreement shall be:

23.1.1 in writing and in English;

23.1.2 signed by, or on behalf of, the party giving it (except for notices sent by the Supplier by email); and

23.1.3 sent to the relevant party at the address(es) (the Supplier's addresses are set out in clause 23.3 below).

23.2 Notices may be given, and are deemed received:

23.2.1 by hand: on receipt of a signature at the time of delivery;

23.2.2 by post: at 9.00 am OR on the second Business Day after posting;

23.3 Notices and other communications shall be sent to:

23.3.1 AUBD for the attention of the AUBD Manager at Bradbury House, 12 Shakespeare Street, Nottingham, NG1 4FQ.

23.4 Any change to the contact details of a party as set out in clause 23.3 shall be notified to the other party in accordance with clause 23.1 and shall be effective:

23.4.1 on the date specified in the notice as being the date of such change; or

23.4.2 if no date is so specified, two (2) Business Days after the notice is deemed to be received.

23.5 All references to time are to the local time at the place of deemed receipt.

23.6 This clause does not apply to notices given in legal proceedings or arbitration.

23.7 A notice given under this Agreement is not validly served if sent by email unless sent by the Supplier.

## **24 Announcements**

24.1 Subject to clause 24.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed). The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.

- 24.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
- 24.2.1 notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
  - 24.2.2 make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and
  - 24.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

## **25 Force majeure**

- 25.1 In this clause 'Force Majeure' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.
- 25.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
- 25.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
  - 25.2.2 uses reasonable endeavours to minimise the effects of that event.
- 25.3 If, due to Force Majeure, a party:
- 25.3.1 is unable to perform a material obligation; or
  - 25.3.2 is delayed in or prevented from performing its obligations for a continuous period of more than fourteen (14) Business Days,
- the other party may terminate this Agreement on not less than four weeks' written notice.

## **26 Further assurance**

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

## **27 Variation**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

## **28 Assignment**

- 28.1 No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 28.2 Notwithstanding clause 28.1, a party may perform any of its obligations and exercise any of its rights granted under this Agreement through any Associate, provided that it gives the other party prior written notice of such subcontracting including the identity of the relevant Associate. Each party acknowledges and agrees that any act or omission of its Associate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of that party itself.

## **29 Set off**

Except as expressly set out in this Agreement, the Customer shall pay all sums that it owes to the Supplier under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **30 No partnership or agency**

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

## **31 Equitable relief**

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **32 Severance**

- 32.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 32.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

## **33 Waiver**

- 33.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 33.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 33.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

## **34 Compliance with law**

Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

## **35 Costs and expenses**

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

## **36 Third party rights**

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

## **37 Governing law**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## **38 Jurisdiction**

the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).