

THE FOOD AND DRINK FORUM LIMITED

Terms and Conditions

Engagement & Services

Engagement and initial discussion will normally be conducted in good faith in order to establish the Clients' requirements. A General Service Agreement will be provided to the Client detailing the nature, timeframes, outcomes and or the fees for the service if applicable. All work and services delivered by the Forum are covered by these Terms together the relevant General Service Agreement as applicable to the service requested by the Client:

- a) **For consultancy services;** the Forum will discuss and complete SCHEDULE A – Commercial Services General Service Agreement. The document will provide details of the work to be carried out, timelines, the location(s) where the services are to be performed, any reporting procedures or milestones for completion and who the service will need to be provided or delivered to.
- b) **For Part or Fully Funded support;** the Forum will discuss and complete SCHEDULE B - Funded Project Support General Service Agreement. Enrolment and or other forms will also be provided to the Client. The Client will be required to complete all documentation including but not limited to; a diagnostic where applicable, all activity documentation, outcome/output forms and evidence related forms as part of the agreed engagement.
- c) **For hiring of facilities or equipment;** the Forum will discuss and complete SCHEDULE C – Hire Agreement General Service Agreement including details regarding the use, the fee or rate, confirmation of a condition report and requirements for usage and/or reinstating the facility or equipment in the same condition or replacement where items are in disrepair.
- d) **For the short term leasing of facilities and or equipment;** the Forum will discuss and complete SCHEDULE D - a License to Occupy – General Service Agreement including other documents stating the details, the use, the fee or rate, confirmation of a condition report and requirements for usage and or reinstating the facility or equipment in the same condition or replacement where items are in disrepair.
- e) **For the long term leasing of facilities and or equipment;** the Forum will discuss and complete SCHEDULE E - a Lease – General Service Agreement and the Client will complete the Lease and other related documents such as but not limited to; Tenant Welcome Packs, instructions and condition reports or replacement where items are in disrepair.
- f) For any service/s relating to Membership of the Forum, whether a free or paid for package; the Forum will make every effort to provide such services as described on any membership form however, the Forum may change, remove or provide alternative offers in accordance with these terms. If the Client is admitted as a member of the Association, the Client undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Association if the Association is wound up while the Client is a member or within one year of the Client ceasing to be a member.

Our Services and attitudes promote working positively

The Forum encourages positive actions from its directors, stakeholders, employees, clients, subcontractors, agents and third parties for the benefit of;

- i. Eliminating bullying and harassment
- ii. Promoting equality and diversity
- iii. Ensuring best practice and alerting of risks to health and safety
- iv. Familiarity with site fire safety and evacuation procedures
- v. Embracing a positive mental health and wellbeing environment
- vi. Considering positive impacts to a sustainable environmental including travel plans and “local” communities
- vii. Encouraging local supply chains, employing locally and supporting “local”
- viii. Supporting local communities; groups, charities and or education in any way to strengthen those communities
- ix. Ensuring child protection and vulnerable adult measures are in place with supervision requirements where applicable

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

1.1 Definitions:

'Business Day'	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
'Charges'	means the charges payable by the Client for the supply of the Services in accordance with clause 5, unless otherwise amended in accordance with clause 11.5.
'Commencement Date'	has the meaning given in clause 2.2.
'Contract'	means the contract between the Forum and the Client for the supply of Services in accordance with these Conditions and the General Service Agreement.
'Control'	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
'Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures'	means as defined in the Data Protection Legislation.
'Client'	means the person, group of people, company, charity or firm who receives the Services from the Forum which is provided free, fully or part funded or at an agreed cost.
'Data Protection Legislation'	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
'Deliverables'	means any reports, software or other materials and deliverables produced by the Forum for the Client as set out in the General Service Agreement.
'Forum'	means The Food & Drink Forum Limited registered in England and Wales with company number 03509690.
'General Service Agreement'	Means the Client's order for Services as set out in the general services agreement.
'Intellectual Property Rights'	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, logos, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, source codes, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'Services'	means the services, including the Deliverables, supplied by the Forum to the Client as set out in the Specification, unless otherwise amended in accordance with clause 11.5.
'Specification'	means the description or specification of the Services provided as set out in the General Service Agreement, unless otherwise amended in accordance with clause 11.5.
'Terms'	means these terms and conditions as amended from time to time in accordance with clause 11.5.
'UK Data Protection Legislation'	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 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.
- 1.2.3 A reference to **writing** or **written** includes email but not fax.

2. **BASIS OF CONTRACT**

- 2.1 The General Service Agreement constitutes an offer by the Client to purchase Services in accordance with these Terms.
- 2.2 The General Service Agreement shall only be deemed to be accepted when signed by both parties at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Forum, and any descriptions or illustrations contained in the Forum's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Terms apply to any Contract, General Service Agreement and or other documentation that implies or states the Forum will provide Services to the Client to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Forum shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. **SUPPLY OF SERVICES**

- 3.1 The Forum shall supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2 The Forum shall use all reasonable endeavours to meet any performance dates specified on the General Service Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Forum reserves the right to amend the General Service Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Forum shall notify the Client in any such event.
- 3.4 The Forum warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.5 The Forum shall comply with all reasonable standards of safety and comply with the Client's health and safety policies and procedures notified to the Forum in writing where the Services are provided and report to the Client any unsafe working conditions or practices.

4. **CLIENT'S OBLIGATIONS**

- 4.1 The Client shall:

- 4.1.1 ensure that the terms of the General Service Agreement and any information provided in the General Service Agreement and or other documentation that implies or states the Forum will provide Services to the Client are complete and accurate;
- 4.1.2 co-operate with the Forum in all matters relating to the Services;
- 4.1.3 provide the Forum, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Forum;
- 4.1.4 provide the Forum with such information and materials as the Forum may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 4.1.5 prepare the Client's premises for the supply of the Services and provide the Forum with an induction at the Client's premises regarding the premises rules, risk assessments, regulations, policies relating to health and safety and security;
- 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 4.1.7 comply with all applicable laws, including health and safety laws;
- 4.1.8 keep all materials, equipment, documents and other property of the Forum (**Forum's Materials**) at the Client's premises in safe custody at its own risk, maintain the Forum Materials in good condition until returned to the Forum, and not dispose of or use the Forum Materials other than in accordance with the Forum's written instructions or authorisation;
- 4.1.9 comply with any additional obligations as set out in the General Service Agreement; and
- 4.1.10 ensure an authorised representative of the Client is available to the Forum. Such an authorised representative must be able to make binding decisions on behalf of the Client in respect to any Services, Deliverables, or this Agreement.
- 4.2 If the Forum's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - 4.2.1 without limiting or affecting any other right or remedy available to it, the Forum shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Forum's performance of any of its obligations;
 - 4.2.2 the Forum shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Forum's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3 the Client shall reimburse the Forum on written demand for any costs or losses sustained or incurred by the Forum arising directly or indirectly from the Client Default.
- 5. **CHARGES AND PAYMENT**
 - 5.1 the Charges shall be as set out in the General Service Agreement
 - 5.2 The Forum shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Forum engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Forum for the performance of the Services, and for the cost of any materials.
 - 5.3 The Forum reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
 - 5.4 The Forum shall invoice the Client on completion of the Services or within 30 days of the Commencement Date unless otherwise set out in the General Service Agreement.
 - 5.5 The Client shall pay each invoice submitted by the Forum:
 - 5.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Forum and confirmed in writing to the Client; and
 - 5.5.2 in full and in cleared funds to a bank account nominated in writing by the Forum, and time for payment shall be of the essence of the Contract.
 - 5.6 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Forum to the Client, the Client shall, on receipt of a valid VAT invoice from the Forum, pay

to the Forum such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 If the Client fails to make a payment due to the Forum under the Contract by the due date, then, without limiting the Forum's remedies under clause 9, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Forum.

6.2 The Forum grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables unless otherwise agreed in writing by the Forum.

6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

6.4 The Client grants the Forum a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Forum for the term of the Contract for the purpose of providing the Services to the Client.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to the Forum) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Forum is the processor.

7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Forum for the duration and purposes of the Contract and/or any project activity the Client agrees to engage in with the Forum.

7.4 Without prejudice to the generality of clause 7.1, the Forum shall, in relation to any personal data processed in connection with the performance by the Forum of its obligations under the Contract:

7.4.1 process that personal data only on the documented written instructions of the Client unless the Forum is required by Applicable Laws to otherwise process that personal data. For the purposes of clause 7, the Client consents to the Forum to process personal data required by third party funding bodies, as part of funded support provided. Where the Forum is relying on Applicable Laws as the basis for processing personal data, the Forum shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Forum from so notifying the Client;

7.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

7.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

7.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

7.4.4.1 the Client or the Forum has provided appropriate safeguards in relation to the transfer;

7.4.4.2 the data subject has enforceable rights and effective legal remedies;

- 7.4.4.3 the Forum complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 7.4.4.4 the Forum complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- 7.4.5 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 7.4.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and immediately inform the Client if, in the opinion of the Forum, an instruction infringes the Data Protection Legislation.
- 7.5 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 8. **LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 8.1 The Forum has obtained insurance cover in respect of its own legal liability not exceeding £10 million. The limits and exclusions in this clause reflect the insurance cover the Forum has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss. Insurance cover may change from time to time and it is the Client's responsibility to request copies of the applicable policy documents from the Forum to ensure cover is at a level applicable to the services to be provided.
- 8.2 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.4.1 death or personal injury caused by negligence;
 - 8.4.2 fraud or fraudulent misrepresentation; and
 - 8.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.5 Subject to clause 8.4, the Forum's total liability to the Client shall not exceed the Charges.
- 8.6 This clause 8.6 sets out specific heads of excluded loss:
 - 8.6.1 Subject to clause 8.4, the following types of loss are wholly excluded:
 - 8.6.1.1 loss of profits;
 - 8.6.1.2 loss of sales or business;
 - 8.6.1.3 loss of agreements or contracts;
 - 8.6.1.4 loss of anticipated savings;
 - 8.6.1.5 loss of use or corruption of software, data or information;
 - 8.6.1.6 loss of or damage to goodwill; and
 - 8.6.1.7 indirect or consequential loss.
- 8.7 The Forum has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4, 5 and 7 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.8 Unless the Client notifies the Forum that it intends to make a claim in respect of an event within the notice period, the Forum shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 36 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.9 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 1 months' written notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- 9.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 9.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, the Forum may terminate the Contract with immediate effect by giving written notice to the Client if:
- 9.3.1 the Client fails to pay any amount due under the Contract on the due date for payment; or
- 9.3.2 there is a change of control of the Client.
- 9.4 Without affecting any other right or remedy available to it, the Forum may suspend the supply of Services under the Contract or any other contract between the Client and the Forum if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 9.2.2 to clause 9.2.4, or the Forum reasonably believes that the Client is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract:
- 10.1.1 the Client shall immediately pay to the Forum all of the Forum's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Forum shall submit an invoice, which shall be payable by the Client immediately on receipt; and
- 10.1.2 the Client shall return all of the Forum Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Forum may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. GENERAL

- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 **Assignment and other dealings.**
- 11.2.1 The Forum may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Forum.
- 11.3 **Confidentiality**
- 11.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients or of the other party, except as permitted by clause 11.3.2.
- 11.3.2 Each party may disclose the other party's confidential information:

- 11.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
- 11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.4 Entire agreement**
- 11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5 **Variation.** Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.7 shall not affect the validity and enforceability of the rest of the Contract.
- 11.8 Notices**
- 11.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the General Service Agreement.
- 11.8.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 11.8.3 This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.9 No partnership or agency**
- 11.9.1 Nothing in the Contract 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.
- 11.9.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.10 Third party rights**
- 11.10.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.11 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 11.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.