

PURCHASE ORDER

This Purchaser Order is subject to our Standard Conditions of Purchase (the “**Conditions**”), which are stated on the reverse of this Purchase Order. Preparation and/or commencement by the Supplier of the supply of any Goods and/or Services identified in this Purchaser Order, or signature by the Supplier of this Purchase Order (whichever is the earlier), indicates acceptance by the Supplier of the terms and conditions of: 1) this Purchase Order; and 2) the Conditions (together referred to as the “**Contract**”).

Supplier

Gordon Poole Agency Limited, company number 778564, with its registered office at The Limes, Brockley, BS48 3BB

PO Number: PO316447**Purchaser (delete as appropriate):**

National Boat Shows Limited

Date: 21 November 2017**Supplier Signature:****Supplier Contact Name:**

Gordon Poole

Supplier Contact Email:

gordon@gordonpoole.com

Account/Budget Code:**Price:** £6,000**Payment Terms:** Payment by 4 December 2017 (within 30 days of radio day), following receipt by Purchaser of a valid invoice at least 21 days in advance.**“Goods and/or Services” ordered:**

1. The Supplier shall:

- a) Ensure that Judith Chalmers OBE (“JC”) attends and undertakes a half day broadcast day (8am to 1pm, to involve radio interviews and may also involve television interviews) to be held on Thursday 4 January 2018 to pre-promote the London Boat Show 2018 (the “Show”). Such interviews to be held in central London location, to be advised by the Purchaser to the Supplier in advance.
- b) Ensure that JC follows a brief, to be provided by the Purchaser, in respect of the content of the media broadcast interviews;
- c) Ensure that JC liaises with the Purchaser’s PR department in respect of additional media requests;
- d) Ensure that sufficient approval is obtained to all Purchaser press material about the radio broadcast within 3 days of receipt of the same by the Supplier; and
- e) Provide the Purchaser with promotional image of JC to be used in diverse promotional and marketing materials in respect of the broadcast day (the “Image”). The Supplier shall ensure that the Purchaser is provided with a worldwide, royalty free, freely assignable, non-exclusive, perpetual and irrevocable licence to use the Image for its promotional and marketing activities in relation to the Show (and future Show years), via any medium in existence and to exist in the future.

Clauses 1a) to 1e) inclusive shall together be referred to as the “Goods and/or Services”

Signature of authorising Staff Member:

NATIONAL BOAT SHOWS LIMITED, SOUTHAMPTON INTERNATIONAL BOAT SHOW LIMITED AND BRITISH MARINE FEDERATION LIMITED STANDARD CONDITIONS OF PURCHASE (“Conditions”)

INTERPRETATION

In these Conditions:

“Contract” means the agreement between You and Us for the purchase of the Goods and/or Services which is a legally binding contract incorporating these Conditions and as further described as the “Contract” in the Purchase Order.
“Goods” means the goods to be provided by You to Us as specified in the Contract.
“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
“Services” means the services to be provided by You to Us as specified in the Contract.
“Purchase Order” means the agreement between You and Us for the provision of the Goods and/or Services that forms part of the Contract.
“You” means the person firm or company identified as the Supplier in the Purchase Order.
“We” and “Us” means the company identified as the Purchaser in the Purchase.

1. FORMATION OF CONTRACT

1.1 No addition, alteration or substitution to these Conditions will bind Us or form part of the Contract unless they are expressly accepted in writing by a person authorised to sign on our behalf.
1.2 These Conditions shall prevail over any inconsistent terms or conditions contained, or referred to in Your quotation, confirmation of order, specification or other document supplied by You, or implied by trade custom.
1.3 Notwithstanding Condition 1.2, nothing in these Conditions shall prejudice any:
1.3.1 condition or warranty express or implied from which We might be entitled to benefit, or
1.3.2 any legal remedy to which We may be entitled in relation to the Goods and/or the Services by virtue of any statute, common law, or any general law or local law or regulation.

2. DELIVERY

2.1 In relation to the performance of Your obligations under the Contract, time is of the essence. The Goods shall be delivered and/or the Services performed on the date and at the time and place stated in the Contract and in accordance with the instructions specified by Us, the venue management, or Local Authority. We shall not be required to accept performance other than at these times.
2.2 Where Goods are delivered in damaged condition We shall not be obliged to accept them and You will on request replace them with undamaged Goods. If due to time constraints, We elect to accept such Goods, You will make an allowance against the price of those Goods to compensate for any defects(s).

3. SPECIFICATIONS, QUALITY TESTS, REJECTIONS AND REPUTATION

3.1 The Goods and/or the Services must conform in all respects with the drawings specifications and other requirements or descriptions stated in the Contract. All Goods must be of satisfactory quality and fit for purpose and shall be equal in all respects to any relevant samples or patterns provided by or accepted by Us. Where You are responsible for designing the Goods, the Goods shall be of good and sound design. All Services must be performed to the highest standard that might reasonably be expected from a supplier skilled and experienced in providing services of the same nature of the Services who is acting prudently. The Goods and/or Services and any accompany products must be free from all defects (including, but not limited to defects in design) for a period of 24 months from the delivery of the Goods and/or completion of the Services (whichever is the later).
3.2 All of the Goods and/or the Services must be acceptable to Us. We shall be entitled to reject all Goods and/or Services which do not conform completely in every respect with the Contract and in particular (but without prejudice to the generality of the foregoing) Conditions 3.1, 3.6 and 3.7. Furthermore, if by the nature of the Goods and/or the Services any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use We may reject the same even after a reasonable period of use. It is agreed that in the case of Goods We may exercise the aforesaid rights of rejection notwithstanding any provision contained in s11 or s35 of the Sale of Goods Act 1979 (as amended).
3.3 When Services are performed at our premises, or a location specified by Us, Our representatives shall have the right to progress and inspect all the Services performed by You or your sub-contractors at all reasonable times and to reject Services that do not comply with the terms of the Contract. Any inspection, checking, approval or acceptance given on our behalf shall not relieve You from any obligation under the Contract.
3.4 Any Goods and/or Services rejected under Conditions 3.2 or 3.3 must at our request be replaced or re-performed as the case may be by You at your expense and without delay. Alternatively, We may elect (at our option) to deem the failure in Condition 3.2 as a material breach incapable of remedy and terminate the Contract as provided in Condition 10.2. All rejected Goods will be returned to You at Your expense and risk.
3.5 Our signature given on any delivery note or other documentation presented for signature in connection with delivery of any Goods is evidence only of the number of packages received. In particular, it is no evidence that the correct quantity or number of Goods has been delivered or that the Goods delivered are in good condition or of the correct quality or specification.
3.6 You will ensure that in all respects the Goods and/or the Services comply with all relevant requirements of any statute, statutory rule or order or other instrument having the force of law, which may be in force when the Goods are delivered and/or the Services performed as the case may be. In particular, without prejudice to the generality of the foregoing all Goods capable of use as, or in any way likely to be used in the preparing or packaging of food, toiletries, perfume, cosmetics, pharmaceutical products or any other goods for human consumption, or for use upon the human body shall contain nothing rendering them unsuitable for their purpose, and shall comply with all relevant requirements relating to their sale and composition, and to the use of preservative or colouring matter therein.
3.7 You will ensure that all Goods supplied, and/or Services carried out pursuant to the Contract that are ordered for use at either the Southampton Boat Show or the London Boat Show also comply with the requirements of the venue for the show concerned, or in the case of the Southampton Boat Show, the Local Authority, and in both cases any surveyor or inspector appointed by the venue or the Local Authority to carry out its functions pursuant to their regulations (“Show Regulations”). You undertake to abide by the Show Regulations in every material particular, to carry out such risk assessments (including COSHH Risk Assessments) as may be required pursuant thereto and at all times to provide Us with copies of the same and any reports and/or instructions or recommendations which may be made or given to or by You.
3.8 You will ensure that in the performance of any Services You will at all times observe the requirements of the Health and Safety at Work etc. Act 1974 and all statutory amendments and regulations made pursuant thereto and any other health and safety legislation or regulation. Any accidents, incidents of ill health, dangerous occurrences and environmental incidents that occur when Services are being carried out at any premises or location other than your own, should be reported to Us and the appropriate authorities.
3.9 You will ensure that all Goods or Services supplied or installations carried out pursuant to the Contract comply with current regulations or codes of practice relevant to the particular industry to which You are associated.
3.10 All drawings specifications and other documents supplied by Us to You shall remain our property and contents in them shall not be disclosed to any third party without our written permission.
3.11 You warrant that any description applied to any Goods by You, if used by Us in relation to those Goods, will not be such as will render Us liable to prosecution under the Trade Descriptions Act 1968.
3.12 It is a condition of the Contract that You shall not (and shall ensure that any permitted subcontractors, or personnel working for You shall not) do, or cause or permit to be done, anything which may prejudice or harm, or which has the potential to prejudice or harm Us or our group companies.

4. PROPERTY AND RISK

Property and risk in the Goods shall pass to Us when they are delivered in accordance with Condition 2.1. Such passing of property and risk in the Goods shall be without prejudice to any right of rejection arising under these Conditions in particular (but without prejudice to the generality of the foregoing) under Conditions 3.1 to 3.7 inclusive.

5. PRICES AND PAYMENT

5.1 Prices and payment terms shall be those specified in the Contract. All payments shall be made in pounds sterling by electronic transfer to a bank account as directed by Us to You in writing.
5.2 Prices shall remain fixed as quoted by You for the duration of the Contract.
5.3 Unless otherwise agreed in writing by Us, payment shall be made no earlier than 60 days after the end of the calendar month of the delivery date provided for in the Contract.
5.4 Without forfeiting any right We may have to cash and/or other discounts, We reserve the right to offset any sum owed by Us to You against any sum owed to Us by You.
5.5 Both You and We shall be entitled to charge interest on any late payments under the Contract from the due date until payment is made in full at a rate of 2% per annum above the HSBC Bank plc base lending rate from time to time.

6. INTELLECTUAL PROPERTY

6.1 You warrant that neither the sale nor the use of the Goods nor the performance of the Services or the use of the products of the Services will infringe any third party Intellectual Property Rights.
6.2 Save for any infringement caused by use of a design or specification supplied to You by Us, You will indemnify and hold Us harmless against all actions, judgements, awards, penalties, debts, losses, costs, claims, demands, expenses and liabilities (in all cases whether foreseeable at the Contract Start Date or not and without any duty to mitigate) howsoever arising whether wholly or in part resulting directly or indirectly from any actual or alleged infringement as mentioned in Condition 6.1 and at your own expense will defend, or (at our option) assist in the defence of any proceedings which may be brought in that connection.
6.3 Each party shall be entitled to retain all Intellectual Property Rights that are owned by it which are in existence prior to commencement of the Services, or which are licensed to it by a third party.
6.4 You shall grant to Us an irrevocable, worldwide, assignable, sub-licensable, royalty free licence to use the Intellectual Property Rights that are retained under Condition 6.3 above to enable Us to properly use the products of the Services.
6.5 Save for the Intellectual Property Rights that are to be retained under Condition 6.3, You hereby assign to Us, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services.
6.6 You shall, promptly at our request, do (or procure to be done) all such further acts and things including, but not limited to, the execution of all such other documents as We may from time to time require, for the purpose of securing for Us

the full benefit of the products of the Services, or the Services, including all right, title and interest in and to the Intellectual Property Rights assigned to Us in accordance with Condition 6.5.

7. INDEMNITIES, THIRD PARTY LIABILITIES

7.1 You shall indemnify, defend and hold Us harmless against all actions, judgements, awards, penalties, debts, losses, actions, costs, claims, demands, expenses and liabilities (in all cases whether foreseeable at the Contract Start Date or not and without any duty to mitigate) howsoever arising and which We may incur either at common law or by statute in respect of personal injury to or the death of any person, or in respect of any destruction of or damage to property, (other than as a result of any default or neglect of ourselves or of any person for whom We are responsible), which shall have occurred in connection with an any acts and omissions by You (including but not limited to any acts or omissions giving rise to non-contractual liability or liability for breach of contract), or shall be alleged to be attributable to some defect in any Goods supplied by You.
7.2 Should You use any personnel to execute Services on our premises or premises or other locations controlled by Us, they shall be required to abide by the safety rules and other relevant regulations laid down by Us (or the relevant Local Authority or venue provider) from time to time. This order is given on the condition that (without prejudice to the generality of Condition 7.1) You will indemnify, defend and hold Us harmless against all actions, judgements, awards, penalties, debts, losses, actions, costs, claims, demands, expenses and liabilities (in all cases whether foreseeable at the Contract Start Date or not and without any duty to mitigate) howsoever arising and which We may incur, either at common law or by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) in respect of personal injury to, or the death of any such persons employees, agents, sub-contractors or other representative while on those premises whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.
7.3 You will indemnify, defend and hold Us harmless against any and all actions, judgements, awards, penalties, debts claims, demands, losses, costs, expenses and liabilities (in all cases whether foreseeable at the Contract Start Date or not and without any duty to mitigate) howsoever arising whether wholly or in part resulting directly or indirectly as a result of the action, claim or demand of any third party by reason of any breach by You of any contract or of any terms and obligations on your part implied by the Sale of Goods Act 1979 as amended, or by any other statute or statutory provision relevant to the order or to Goods or Services covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition 3.4.
7.4 Whenever any sum of money is recoverable from or payable by You to Us as a result of the operation of any of these Conditions or any breach by You of the same such sum may be deducted by Us from any sum then due or which at any time thereafter may become due to You under any other order or transaction placed or entered into by Us with You.

8. INSURANCE

It is a condition of your engagement as a contractor or supplier of Goods and/or Services to Us, that you must have and maintain public and (where supplying Goods), and product liability insurance each to the value of £2 million per event or series of events, and shall also maintain employer's liability insurance as required by law. You must produce evidence to us on demand that such cover is in place and in effect.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1 You may not assign or transfer the Contract or part thereof to any other person without our prior written consent.
9.2 You may not without our written consent sub-contract the Contract or part thereof other than for materials minor details or for any part of the Goods in respect of which the makers are specified in the Contract or to the extent to which sub-contracting is a trade custom in relation to the subject matter of the Contract, nor may You sub-contract any Services without our written consent.
9.3 For the avoidance of doubt, if We consent to You subcontracting any part of the Contract then You shall remain fully liable to us for all acts and omissions of such subcontractor, and any references to You in the Contract shall also be deemed to include such subcontractors.

10. CANCELLATION

10.1 We shall have the right to terminate the Contract between You and Us by giving 60 days' written notice to You. We will pay You for all Services carried out up to the date of termination in accordance with the price and terms as stipulated in the Contract.
10.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
10.2.1 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
10.2.2 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
10.2.3 the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
10.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
10.2.5 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
10.2.6 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
10.2.7 a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
10.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
10.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 10.2.2 to 10.2.8 (inclusive); or
10.2.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
10.2.11 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
10.3 If either You or We are delayed or prevented from performing our obligations under the Contract by circumstances beyond the reasonable control of either of us (including without limitation any form of government intervention strikes and lock-outs relevant to the Contract, cancellation of the relevant Boat Show or breakdown of plant), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Contract, then the Contract may be cancelled by either party. If You claim the benefit of this Condition, You will continue to use reasonable endeavours to perform by an alternative means if We, acting reasonably, require You in writing to do so. If We terminate the Contract under this Condition, We will pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by You under the Contract prior to termination and in respect of which We have received the benefit. This Condition can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.
10.4 In the event of our terminating the Contract (except under Condition 10.1 or 10.3) as to all or any of the Goods and/or the Services covered thereby We shall be entitled to purchase from a third party a like quantity of Goods of similar description and quality or a reasonable alternative thereto bearing in mind our need to take delivery of the Goods by the date specified overleaf or to contract with a third party to perform Services of a similar description and quality and in that event You shall be liable to reimburse to Us on demand all expenditure incurred by Us in connection with our said termination and procurement of alternative Goods and Services including any increase in the price of the alternative Goods and Services purchased from the third party.
10.5 The termination of the Contract will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
10.6 On termination of the Contract for any reason whatsoever:
10.6.1 subject to Condition 10.5 above, the relationship of the parties will cease and any rights or licences granted under or pursuant to the Contract will cease to have effect save as (and to the extent) expressly provided for in Conditions 10.5 to 10.6 (inclusive); and
10.6.2 the definitions contained in the interpretation provisions, Condition 1 (Formation of Contract), Condition 3 (Specifications, Quality Test, Rejections), Condition 6 (Intellectual Property), Condition 7 (Indemnities, Third Party Liabilities), Condition 10.4, Condition 11 (Confidentiality), and Condition 12 (Limitation of Liability) to Condition 22 (Dispute Resolution, Governing Law and Jurisdiction) shall survive the termination of the Contract for any reason.

11. CONFIDENTIALITY

11.1 You will keep secret and will not disclose to any third party (except sub-contractors accepting a like obligation of secrecy and then only to the extent necessary for the performance of the sub-contract) all information given by Us in connection with this order or which becomes known to You through your performance of Your obligations under the Contract which relates to Us or any other companies in the British Marine Federation Limited group of companies (including but not limited to National Boat Shows Ltd and Southampton International Boat Show Ltd). You will not mention our name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without our prior consent in writing, not to be unreasonably withheld.
11.2 Condition 11.1 shall not apply to such information that is:
11.2.1 Trivial or obvious;
11.2.2 Already in the public domain or comes into the public domain other than by reason of a breach of the Contract; or
11.2.3 Which is required to be disclosed by law or a relevant court order.

12. LIMITATION OF LIABILITY

12.1 Nothing in the Contract shall limit or exclude a party's liability:
12.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
12.1.2 for fraud or fraudulent misrepresentation; or
12.1.3 for any other matter which cannot be limited or excluded by law.

- 12.2 Subject to Condition 12.1, We shall not be liable to You for any of the following, whether in contract, tort (including negligence) or otherwise:
- 12.1.1 Special loss;
- 12.1.2 Consequential loss;
- 12.1.3 Indirect loss; or
- 12.1.4 Pure economic loss
- 12.2 Subject to Condition 12.1, the maximum aggregate liability of Us to You in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Contract, shall be limited to the aggregate amount of the paid or payable (had the Contract not been breached) for the Goods and/or Services under the Contract.
- 12.4 Any cause of action which You may be entitled to pursue against Us (whether in contract tort, or otherwise) must be commenced within 12 months from the date of the event which gives rise to the cause of action (whether known to You at the time or not).
- 13 HAZARDOUS GOODS AND FIRE PRECAUTIONS**
- 13.1 You will mark all hazardous Goods with international danger symbols where they exist and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by the emergency information in English in the form of written instructions labels or markings. You shall observe the requirements of UK legislation and any relevant international agreements relating to the packing labelling and carriage of hazardous Goods. All information held by or reasonably available to You regarding any potential hazards known or believed to exist in the transport handling or use of the Goods supplied shall be promptly communicated to Us prior to delivery.
- 13.2 In the provision of Services at the London Boat Show or the Southampton Boat Show premises You will observe all such procedures and take all such fire precautions as are required by Us or any other person having authority in relation thereto.
- 14 VARIATION**
- No variation of the Contract shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 15 WAIVER**
- 15.1 Failure to exercise, or any delay in exercising, 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 preclude or restrict any further exercise of that (or any other) right or remedy.
- 15.2 No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of that right or remedy.
- 15.3 A waiver (which may be given subject to conditions) of any right or remedy provided under the Contract or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 15.4 A party that waives a right or remedy provided under the Contract or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 15.5 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 16 SEVERANCE**
- 16.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 16.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, then wherever possible, the provision (or part thereof) shall apply with the minimum modification necessary to make it valid and enforceable.
- 17 ENTIRE AGREEMENT**
- 17.1 The Contract constitutes the whole agreement between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or written or oral agreement between them relating to the subject matter of the Contract, which are hereby terminated.
- 17.2 Nothing in this Condition shall limit or exclude any liability for fraudulent misrepresentation.
- 18 ASSIGNMENT**
- 18.1 You shall not, without our prior written consent, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.2 We may, at any time, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract.
- 18.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.
- 19 NO PARTNERSHIP OR AGENCY**
- Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 20 RIGHTS OF THIRD PARTIES**
- A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 21 NOTICES**
- 21.1 A notice given to a party under or in connection with the Contract shall be in writing in English (or accompanied by a properly prepared translation into English); shall be signed by or on behalf of the party giving it; and shall be sent for the attention of the person, at the recipient's registered address, or principal place of business, or fax number or e-mail address of a contact at the recipient's business (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this Condition).
- 21.2 The notice shall be delivered personally; or sent by commercial courier; or sent by pre-paid first-class post or recorded delivery or sent by fax or e-mail. If a notice has been properly sent or delivered in accordance with this condition, it will be deemed to have been received, if delivered personally, at the time of delivery; or if delivered by commercial courier, at the time of signature of the courier's receipt, or if sent by e-mail, at the time of transmission (provided that the recipient is notified of the transmission by some other means); or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting. If deemed receipt under this Condition is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.
- 21.3 To prove delivery, it is sufficient to prove that, if sent by e-mail, the notice was transmitted by e-mail to the e-mail address of the party, that no "message undelivered" notification was generated and that the recipient was notified of the sending of the e-mail by other means; or if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted; or if sent by fax that a receipt showing successful transmission has taken place was received, and that a copy was then sent promptly sent to the recipient.
- 22 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**
- 22.1 If any dispute arises in connection with the Contract the parties shall following a written request from one party to the other, meet in good faith to resolve the dispute before resorting to legal action.
- 22.2 The Contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.