

TERMS AND CONDITIONS FOR THE SUPPLY OF THE SERVICES OF PROPERTYSHOOTING.COM LIMITED

The attention of the Customer is particularly drawn to the provisions of clauses 7 and 8.

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

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| Acceptance: | means the Supplier's acceptance of an Order in accordance with clause 2.2 |
| Business Day: | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| Charges: | the charges payable by the Customer for the supply of the Services in accordance with clause 5. |
| Client: | means the Client of the Customer whose property will be the subject of the Services. |
| Commencement Date: | has the meaning given in clause 2.2. |
| Conditions: | these terms and conditions as amended from time to time in accordance with clause 12.7. |
| Contract: | the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions. |
| Customer: | the person or firm who purchases the Services from the Supplier. |
| Hosted Product: | Means a film or movie Product which is hosted by or on behalf of the Supplier on a website, portal or otherwise. |
| Integrity Property Rights | patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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. |

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| Licence: | The licence granted by the Supplier to the Customer pursuant to clause 6.3. |
| Material Breach | Means (i) a material breach of the terms of this Contract by the Customer or (ii) a series of repeated or minor breaches where, having been given 10 days notice to remedy such breach by the Supplier, the Customer has failed to do so. |
| Order: | the order by the Customer for the supply of Services, whether in writing, via the Supplier's website, by email or otherwise. |
| Products: | Films, movies, photographs, promotional, advertising or public relations materials in whatever form and whether or not hosted, published or otherwise made available to the public by the Supplier |
| Property: | the property which is to be the subject of the Services |
| Property Owner: | the owner of the Property |
| Services: | the services to be supplied by the Supplier to the Customer pursuant to this Contract as detailed in the Order which may include filming and photographic services, supplying Products and/or internet hosting of Products and any other services which the Supplier agrees to supply to the Customer. |
| Specification: | the description or specification for the Services provided in writing or by email or via the Supplier's website by the Supplier to the Customer. |
| Supplier: | Propertyshooting.com Limited (registered in England and Wales with company number 08301100) whose registered office is at 39A Welbeck Street London W1G 8DH |

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) A reference to **writing** or **written** includes faxes and e-mails.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written, emailed or verbal acceptance of the Order or acceptance via the Supplier's website at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties and each Order shall be a separate contract between the parties.
- 2.4 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any films, movies, photographs, descriptions, illustrations, marketing, promotional or public relations materials issued by the Supplier in relation to the services offered by the Supplier on the Supplier's website, catalogues, brochures or in any other form 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.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 Any quotation given by the Supplier 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 Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to perform the Services on the date specified in the Acceptance or on such other date as the parties may agree, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. If the Supplier is unable to perform the Services on any particular date, the parties shall endeavour to agree a mutually convenient alternative.
- 3.3 The Supplier shall have the right to make any reasonable changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 In relation to a Hosted Product the Supplier shall notify the Customer when that Hosted Product is available to provide a link to and shall email a link to the Customer.
- 3.6 The Supplier reserves the right to watermark the Products.

- 3.7 The Supplier reserves the right to charge the Customer a call out fee if the Property is not accessible on the agreed date for carrying out the Services.
- 3.8 The Property will be filmed and/or photographed in the condition in which it is found on the agreed date for carrying out the Services. For the avoidance of doubt the Supplier does not carry out cleaning or tidying services of the Property.

4. Obligations of the Customer

- 4.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the premises of its Client and such other facilities as reasonably required by the Supplier;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) ensure that the premises of the Client are prepared for the supply of the Services including ensuring that those premises are clean and tidy and in a condition to be filmed or photographed taking into account the purpose of the Services;
 - (f) obtain and maintain all necessary licences, rights, permissions and consents which may be required before the date on which the Services are to start including in particular permission from the Client and the Property Owner to carry out the Services in relation to that Property;
 - (g) notify the Supplier in advance in the Order Form if there are any particular parts or areas of the Property which should not be filmed or photographed by the Supplier.
- 4.2 If the performance of the Supplier of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance of the Supplier of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of the Supplier to perform any of its obligations as set out in this clause 4.2; and

- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

For the avoidance of doubt, nothing in this clause 4.2 shall restrict the Supplier's rights under clause 9.

- (d) 4.3 The Customer and/or the Property owner (or their representatives) may be present whilst the Services are carried out and may supervise the Services but shall not delay or hinder the Supplier from carrying out the Services.

5. Charges and payment

- 5.1 The Charges for the Services shall be the Supplier's standard fee rate from time to time as set out in the Order and confirmed in the Acceptance. These standard fees may be varied depending on the Services required and the location of the property at which the Services are to be performed and any matters set out in the Specification. Any variation to the standard fees will be notified to the Customer in advance and confirmed in the Acceptance.
- 5.2 The Supplier reserves the right to charge an increased fee for any Services which are required to be performed by the Customer on an urgent or high priority basis.
- 5.3 Any expenses which may be chargeable in addition to the fee for the Services will be notified to the Customer for approval in advance.
- 5.4 The Supplier reserves the right to increase its standard fee rates from time to time. The Supplier will give the Customer written notice of any such increase two months' before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within one month of the date of the notice provided by the Supplier and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Customer.
- 5.5 The Supplier requires payment in advance by the Customer upon placing the Order. If the Supplier declines to accept the Order, the Supplier will refund the payment in full to the Customer. The Supplier will send the Customer a receipted invoice upon accepting the Order. If there are any changes or additions to the original services the Supplier will notify the Customer of any additional charges in advance and shall invoice the Customer in advance and the Customer shall pay in advance.
- 5.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**) which is chargeable in addition. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall pay to the Supplier 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 Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily

basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 5.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. Intellectual Property Rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or the Products shall be owned by the Supplier. To the extent that they do not vest automatically in the Supplier pursuant to this Contract, the Customer hereby assigns to the Supplier all Intellectual Property Rights in the Services and/or the Products to the Supplier and shall do such acts and execute such documents as may be necessary to assign all Intellectual Property Rights arising out of the Services and/or the Products to the Supplier.
- 6.2 The Customer hereby irrevocably consents to the use by the Supplier of the Products created in the course of carrying out the Services for whatsoever purpose as the Supplier may choose including but not limited to marketing and development of the Supplier's business from time to time, licensing the Products to third parties or such other use or uses as the Supplier in its absolute discretion may think fit.
- 6.3 In relation to property films and movies, the Customer is granted a personal, non exclusive, non transferable, worldwide licence to use the relevant Products in accordance with clause 6.7 on the following basis:-
- (a) The licence shall permit the Customer to post links to a Product or Hosted Product on one or more websites or portals in the normal course of the Customer's business on the Customer's website or on a property portal or website PROVIDED THAT:-
- (i) The Customer shall not link or endeavour to link or provide access to any Product or allow or permit any third party to do so through any website or portal which is unlawful, harmful, threatening, obscene, harassing or offensive, which facilitates any illegal activity, depicts sexual or violent explicit images, promotes unlawful violence, is discriminatory on any ground which is prohibited under the Equality Act 2010, causes damage or injury to any person or property or is directly competitive with the business of the Supplier
- and the Supplier reserves the right to terminate the Licence or to disable the Customer's access in the event of a breach by the Customer of clause 6.3 (a).
- (b) The Licence shall lapse and terminate on the earlier of:-
- (i) The date on which a sale is agreed in relation to the Property; or

- (ii) The date on which the Customer notifies the Supplier that the Property is no longer to be marketed for sale; or
 - (iii) The date falling 3 calendar months from the date on which the Supplier notifies the Customer pursuant to clause 3.5.
 - (c) The Licence in relation to a Hosted Product may be renewed or extended by agreement between the Supplier and the Customer and the Supplier shall notify the Customer of the additional charges for such renewal or extension, such additional charges to be payable in advance by the Customer.
- 6.4 The Supplier reserves the right to terminate the Licence with immediate effect in the event that the Customer is in material breach of the terms of the Contract.
- 6.5 The Supplier reserves the right to make all decisions on editing and production of Products and no re-editing or re-production of the Product shall be undertaken by the Supplier as part of the Service. Any re-editing or re-production of the Product which the Supplier agrees to carry out shall be chargeable and the Supplier shall notify the Customer of any additional charges in advance. For the avoidance of doubt the Supplier shall not be obliged to carry out any re-editing or re-production.
- 6.6 No right to modify, adapt, edit or transfer the Products or create derivative works from the Products is granted to the Customer.
- 6.7 In all cases unless specifically agreed otherwise in writing by the Supplier, the Licence is limited to use only for the purposes of marketing the Property on websites or property portals and not for any other purpose. If the Customer wishes to use the Product for any other purpose, the Customer must obtain the Supplier's prior written agreement to such purpose and the Supplier may in its absolute discretion decline to agree. An additional charge may be levied for use of the Licence for any additional purpose(s).
- 6.8 The Customer shall not without the Supplier's prior written agreement which may be withheld at the Supplier's absolute discretion:-
- (a) Lease, loan, resell or otherwise distribute the Product;
 - (b) Use the Product to provide any ancillary services related to the Property or the Product;
 - (c) Store, archive or retain the Product for any purpose;
 - (d) remove or tamper with any watermark or logo of the Supplier contained in the Products;
 - (e) supply or allow any other estate agent with whom the Customer is jointly instructed to use the Products or link to any Products
- without the prior written agreement of the Supplier which may be withheld or subject to such conditions as the Supplier in its absolute discretion sees fit.

7. Limitation of liability

- 7.1 Nothing in these Conditions shall limit or exclude the liability of the Supplier for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier shall not be liable to the Customer whether in contract, tort, breach of statutory duty or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with loss of service provision by any website, internet service provider or other data host or storage system on which the Products or Services rely, whether they are owned or operated by the Supplier or by third parties; and
- (c) in relation to a Hosted Product, the Supplier shall not be liable to the Customer whether in contract, tort, breach of statutory duty or otherwise for any direct, indirect or consequential loss arising under or in connection with any computer virus or malware affecting the Hosted Product and the Customer should make sure that it has its own suitable protections in place; and
- (d) the total liability of the Supplier to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £[AMOUNT].

7.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.4 This clause 7 shall survive termination of the Contract.

8. Intellectual Property Indemnity

8.1 The Customer shall indemnify and hold harmless the Supplier against any claims, potential actions, proceedings, losses, damages, expenses, fees and costs (including without limitation court costs, reasonable legal and professional fees) arising out of or in connection with the Customer's use of the Services or the Products provided that:-

- (a) The Supplier gives the Customer reasonable notice of any such matter; and if requested by the Customer to do so,
- (b) The Supplier provides reasonable co-operation to the Customer in the defence and/or settlement of any such matter, at the Customer's expense.

8.2 The Customer shall give the Supplier prompt written notice of any claim or potential claim that the Services or the Products infringe the Intellectual Property Rights of any third party.

- 8.3 In the defence or settlement of any claim or potential claim, the Supplier may procure the right for the Customer to continue using the Product and/or the Services, replace or modify the Product or the Services so they become non-infringing or if this right is not procured and/or replacements or modifications are not possible, the Supplier may cease providing the Product and/or Services without any additional liability or obligation to the Customer whatsoever.
- 8.4 The Supplier shall not be liable to the Customer, its officers, directors, employees or agents to the extent that the alleged infringement is based on:-
- (a) A modification of the Services and/or the Products by anyone other than the Supplier; or
 - (b) The Customer's use of the Products or Services in a manner contrary to any instructions given to the Customer by the Supplier; or
 - (c) The Customer's use of the Services or Products after receipt of notice by the Customer of any actual or alleged infringement of the rights of any third party.
- 8.5 The Customer hereby agrees to indemnify the Supplier at all times from and against all actions proceedings claims costs demands awards damages and losses arising directly or indirectly as a result of any breach or non-performance by the Customer of any of the Customer's obligations or warranties in the Contract and/or these terms and conditions.

9. Termination

- 9.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) 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 15 days of receipt of notice in writing to do so;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) 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;
 - (c) 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 (where a company) 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;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) 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;

- (e) the other party (being an individual) is the subject of a bankruptcy petition order;
- (f) 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;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) 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;
- (j) 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 clause 10.2(b) to clause 10.2(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 15 days after being notified in writing to do so.

9.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(a) to clause 9.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10. Consequences of termination

10.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier any of the outstanding unpaid invoices of the Supplier and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall

submit an invoice, which shall be payable by the Customer immediately on receipt;

- (b) any Licence granted to the Customer by the Supplier shall terminate and the Customer shall forthwith cease using the Products and shall remove copies of the Products from any website or portal over which it has direct or indirect control within 12 hours of termination;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. Force majeure

11.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four weeks, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract by giving written notice to the Customer.

12. General

12.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

12.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in the order or as otherwise

notified from one party to the other from time to time for this purpose, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or commercial courier.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

- (a) 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 shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 Waiver.

- (a) A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 12.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 12.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 12.9 **Jurisdiction.** Each party irrevocably agrees 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 Contract or its subject matter or formation (including non-contractual disputes or claims).