

**EUAN KELLIE PROPERTY SOLUTIONS LIMITED  
TERMS OF ENGAGEMENT**

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in these Conditions.

1.2 Definitions:

"Alternative Fee Arrangements"	these include: (a) fixed fees (lump sums); (b) reduced fees; and (c) retainers.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Client"	the party or firm who purchases Services from the Company.
"Client Default"	has the meaning set out in clause 4.2.
"Commencement Date"	has the meaning given in clause 2.2.
"Company"	Euan Kellie Property Solutions Limited registered in England and Wales with company number 08510332 whose registered office address is at Clarke Nicklin House, Brooks Drive, Cheadle Royal Business Park, Cheadle, Cheshire, United Kingdom, SK8 3TD.
"Company Materials"	has the meaning set out in clause 4.1.7.
"Conditions"	these terms and conditions as amended from time to time.
"Contract"	the contract between the Company and the Client for the supply of Services in accordance with these Conditions and the Fee Proposal Letter.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of control</b> shall be construed accordingly.
"Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures"	as defined in the Data Protection Legislation.
"Data Protection Legislation"	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"	the deliverables set out in the Fee Proposal Letter produced by the Company for the Client.
"Disbursements"	means all third party costs incurred by the Company on behalf of the Client pursuant to the performance of the Services.
"Due Date"	means within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company in writing to the Client.
"Fee Proposal Letter"	the letter provided by the Company to the Client setting out the proposed Scope of Works and the proposed Fees.
"Fees"	the fees payable by the Client for the supply of the Services in accordance with clause 5 (Fees and Payment).
"Instruction"	the Client's request for Services as set out in the Client's written acceptance of the Fee Proposal Letter.
"Intellectual 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.
"RICS"	Royal Institution of Chartered Surveyors.
"RTPI"	Royal Town Planning Institute.

“Scope of Works”	the description or specification of the Services provided to the Client in the Fee Proposal Letter by the Company.
“Services”	the services, including the Deliverables, supplied by the Company to the Client as set out in the Scope of Works.
“UK Data Protection Legislation”	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.

- 1.3 Interpretation:
- 1.3.1 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.
- 1.3.2 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.
- 1.3.3 Where there is any conflict between these Conditions and the Fee Proposal Letter the Fee Proposal Letter shall take precedence.
- 1.3.4 A reference to **writing** or **written** includes email but not fax.

## **2. BASIS OF CONTRACT**

- 2.1 The Instruction constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Instruction shall only be deemed to be accepted when the Company issues written acceptance of the Instruction 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 Company, and any descriptions or illustrations contained in the Company’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 Conditions shall apply to all Contracts subject to any provision of the Fee Proposal Letter which supersedes these Conditions.
- 2.5 These Conditions apply to the Contract 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.
- 2.6 Any quotation given by the Company 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 Company shall supply the Services to the Client in accordance with the Scope of Works in all material respects.
- 3.2 The Company shall use its reasonable endeavours subject to matters outside of the Company’s control to meet any performance dates specified in the Fee Proposal Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Company reserves the right to amend the Scope of Works if necessary to comply with any applicable law or regulatory requirement and the Company shall notify the Client in any such event, unless the amendment is such to not materially affect the nature or quality of the Services.
- 3.4 Notwithstanding clause 3.3 either party reserves the right to request an amendment to the Scope of Works at any time subject to the other party’s approval of such an amendment in writing (this includes by email).
- 3.5 The Company warrants to the Client that:
  - 3.5.1 the Services will be provided using reasonable care and skill; and
  - 3.5.2 that all Services performed by the Company under this Contract will be undertaken in accordance with Rules of Conduct of RICS and the Code of Professional Conduct of the RTPI.

## **4. CLIENT’S OBLIGATIONS**

- 4.1 The Client shall:
  - 4.1.1 ensure that the terms of the Instruction and any information it provides in the Scope of Works are complete and accurate;
  - 4.1.2 co-operate with the Company in all matters relating to the Services;
  - 4.1.3 provide the Company, its employees, agents, consultants and subcontractors, with access to the Client’s premises, office accommodation and other facilities as reasonably required by the Company;
  - 4.1.4 provide the Company with such information and materials as the Company 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 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;
  - 4.1.6 comply with all applicable laws, including health and safety laws;
  - 4.1.7 keep all materials, equipment, documents and other property of the Company (“Company Materials”) at the Client’s premises in safe custody at its own risk, maintain the Company Materials in good condition until

- returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- 4.1.8 comply with any additional obligations as set out in the Scope of Works; and
  - 4.1.9 pay the Company invoices in accordance with the terms as set out in clause 5.
  - 4.2 If the Company'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 Company 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 Company's performance of any of its obligations;
    - 4.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company'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 Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

## **5. FEES AND PAYMENT**

- 5.1 The Fees for the Services shall be as set out in the Fee Proposal Letter and shall be calculated in accordance with this clause 5 subject to the provisions of the Fee Proposal Letter.
- 5.2 The Fees for Services shall be calculated upon:
  - 5.2.1 a time incurred and costs basis at the Company's current hourly or daily rates as specified in the Fee Proposal Letter;
  - 5.2.2 the Company reserves the right to change the hourly or daily rates at any time and will notify the Client of such change in writing;
  - 5.2.3 the Company shall be entitled to charge the Client for any Disbursements incurred by the Company or by the individuals whom the Company engages in connection with the Services and for the cost of services provided by third parties and required by the Company for the performance of the Services, and the costs of any materials.
- 5.3 Alternative Fee Arrangements maybe considered:
  - 5.3.1 such Alternative Fee Arrangements are to be agreed between the Company and the Client prior to Instruction in writing and are to be set out in the Fee Proposal Letter;
  - 5.3.2 notwithstanding any agreed Alternative Fee Arrangements set out in the Fee Proposal Letter the Company reserves the right to charge for Services in accordance with clause 5.2 in the event that the services required exceeds the agreed Scope of Works.
- 5.4 The Company shall invoice the Client monthly unless otherwise agreed between the Company and the Client.
- 5.5 The Client shall pay each invoice submitted by the Company:
  - 5.5.1 by the Due Date;
  - 5.5.2 in full and in cleared funds to a bank account nominated in writing by the Company; and
  - 5.5.3 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 Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company 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 Company under the Contract by the Due Date, then the Company reserves the right to suspend the supply of Services in accordance with clause 4.2.1 and may invoice the Client for the entire Scope of Works as described in the Fee Proposal Letter.
- 5.8 If the Client fails to make a payment due to the Company under the Contract within 60 days of the Due Date without limiting the Company'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 5.8 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 10% a year for any period when that base rate is below 0%.
- 5.9 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).
- 5.10 All fees and charges submitted by other specialists subcontracted by prior agreement, in writing with the Client shall be the responsibility of, and payable by the Client unless otherwise agreed in writing.
- 5.11 All local authority pre-application and application fees and other charges shall be the responsibility of and payable by the Client.

## **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 or third parties) shall be owned by the Company.
- 6.2 For Intellectual Property Rights in any material provided by third parties the Company will reasonably endeavour to procure that the Company has such licence(s) as are required to use such materials the Company however excludes any warranty or obligation in this regard.

- 6.3 The Company grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Client or third parties) for the purpose of receiving and using the Services and the Deliverables.
- 6.4 The Client grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Company 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 Company) 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 Data Protection Legislation from time to time in force in the UK 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 Company 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 Company for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of clause 7.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:
- 7.4.1 process that personal data only on the documented written instructions of the Client unless the Company is required by Applicable Laws to otherwise process that personal data. Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company 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; and
- 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:
- (a) the Client or the Company has provided appropriate safeguards in relation to the transfer;
  - (b) the data subject has enforceable rights and effective legal remedies;
  - (c) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (d) the Company 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;
- 7.4.6 notify the Client without undue delay on becoming aware of a personal data breach;
- 7.4.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
- 7.4.8 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 Company, an instruction infringes the Data Protection Legislation.
- 7.5 The Company confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business which are substantially similar to those set out in this clause 7 which the Company confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Company, the Company shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 7.
- 7.6 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**

- 8.1 The Company has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £3,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 8.2.1 death or personal injury caused by negligence;
- 8.2.2 fraud or fraudulent misrepresentation; and
- 8.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3 Subject to clause 8.2, the Company's total liability to the Client shall not exceed the Fees paid to the Company by the Client under the Contract. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 8.4 This clause 8.4 sets out specific heads of excluded loss and exceptions from them:
- 8.4.1 Subject to clause 8.2, the types of loss listed in clause 8.4.3 are wholly excluded by the parties, but the types of loss and specific losses listed in clause 8.4.4 are not excluded.
- 8.4.2 If any loss falls into one or more of the categories in clause 8.4.3 and also falls into a category, or is specified, in clause 8.4.4, then it is not excluded.
- 8.4.3 The following types of loss are wholly excluded:
- (a) Loss of profits
  - (b) Loss of sales or business.
  - (c) Loss of agreements or contracts.
  - (d) Loss of anticipated savings.
  - (e) Loss of use or corruption of software, data or information.
  - (f) Loss of or damage to goodwill.
  - (g) Indirect or consequential loss.
- 8.4.4 The following types of loss and specific loss are not excluded:
- (a) Sums paid by the Client to the Company pursuant to the Contract, in respect of any Services not provided in accordance with the Contract.
  - (b) Wasted expenditure
  - (c) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials.
  - (d) Losses incurred by the Client arising out of or in connection with any third party claim against the Client which has been caused by the act or omission of the Company. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Company's personnel, regulators and Clients of the Client.
- 8.5 The Company has given commitments as to compliance of the Services with relevant Scope of Works in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6 Unless the Client notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company 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 and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.7 For the avoidance of doubt the Company accepts no liability incurred by the Client for any loss caused as a result of uncertainties of planning procedure, legislation and other matters beyond the Company's control.
- 8.8 This clause 8 shall survive termination of the Contract.

**9. TERMINATION**

- 9.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if:
- 9.1.1 the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business days of being notified in writing to do so;
- 9.1.2 the Client 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;
- 9.1.3 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- 9.1.4 the Client's financial position deteriorates to such an extent that in the Company's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.1.5 the Client fails to pay any amount due under the Contract on the due date for payment; or
- 9.1.6 there is a change of control of the Client.
- 9.2 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Client and the Company 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 9.1.2 to clause 9.1.4, or the Company 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 Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 10.1.2 the Client shall return all of the Company Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Company 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 of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 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 of the Contract shall remain in full force and effect.

**11. GENERAL**

- 11.1 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 The Company 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.
- 11.3 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 Company.
- 11.4 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below. Each party may disclose the other party's confidential information:
- (a) 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 11.4; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.5 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.6 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.
- 11.7 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.
- 11.8 Nothing in this clause shall limit or exclude any liability for fraud.
- 11.9 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing (this includes by email) and approved by the parties (or their authorised representatives).
- 11.10 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.
- 11.11 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.
- 11.12 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 Fee Proposal Letter.
- 11.13 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

- (b) 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; and
  - (c) 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. In this clause 11.13(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.14 This clause 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.
- 11.15 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.
- 11.16 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.
- 11.17 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.