



Terms & conditions

Please take the time to read the following conditions carefully.
They are the basis for the contract between us and will assist you with your future plans.

Standard Terms and Conditions

1.0 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1

Definitions

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Applicable Data Protection Laws: means:

(a)

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(b)

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Booking Information: all information which the Supplier requires from the Customer pursuant to the Customer booking the Services with the Supplier that shall include, without limitation, the names of the persons who shall attend the residential language schools and their arrival and departure times.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Customer Personal Data: any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

EU GDPR: means the General Data Protection Regulation (EU) 2016/679, as it has effect in EU law.

EU PTD: means EU Directive 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements;

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, of the Supplier.

Mandatory Policies: the Supplier's policies and codes as set out in Schedule 3, as amended from time to time.

Rates: the sums payable by the Customer for the Services, as set out in Schedule 2.

Services: the services provided by the Supplier and as set out in Schedule 1, including services which are incidental or ancillary to such services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

1.2

Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4

The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8

This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9

Reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.10

A reference to writing or written includes email.

1.11

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12

A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document, in each case as varied from time to time.

1.13

References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule. 1.14 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.

2.0 Supplier's responsibilities

2.1

The Supplier shall use reasonable endeavours to supply the Services in accordance with this agreement in all material respects.

2.2

The Supplier shall:

2.2.1

Make the Services available for the Customer to book in accordance with Schedule 1;

2.2.2

Provide the Customer with certain promotional materials concerning the Services including brochures and training resources ("Supplier's Materials"), where required;

2.2.3

Upon receiving a booking enquiry from the Customer, confirm to the Customer (i) the number of free adult places that the Supplier shall make available to the Customer in regard to that potential booking; and (ii)

the Rate for any additional adults who may wish to accompany the booking, subject to availability.

2.2.4

Upon receiving a booking from the Customer, reserve the Services for the Customer in accordance with Schedule 1;

2.2.5

Upon receiving the deposit from the Customer, as set out in Schedule 2, confirm the booking to the Customer and provide the Customer with a booking confirmation invoice.

2.2.6

Provide the customer with all entry vouchers as part of the services agreed in accordance with schedule 1; No refund can be made for lost, mislaid, unused, unendorsed or expired vouchers.

3.0 Customer's obligations

3.1

The Customer shall:

3.1.1

Co-operate with the Supplier in all matters relating to the Services;

3.1.2

warrant that it shall, at all times:

3.1.2.1

obtain and maintain all necessary licences and consents to perform its obligations under the agreement;

3.1.2.2

maintain in force, with a reputable insurance company, public liability and other insurances sufficient to cover the liabilities that may arise under or in connection with the agreement;

3.1.3

appoint a manager for the Services, such person as identified in the Contract Details. That person shall have the authority to contractually bind the Customer on matters relating to the Services;

3.1.4

Subject to Clause 5 and, not without the prior written approval of the Supplier, promote the Supplier's Services on the Customer's website and in other promotional materials, as agreed from time to time between the parties;

3.1.5

Where the Customer makes a booking with the Supplier in respect to the Services;

3.1.5.1

provide the Supplier with the Booking Information and any other information as may be reasonably required by the Supplier in connection with the Services, and ensure that any such Booking Information is accurate and complete and shall include any dietary, medical or reduced mobility information relevant to the booking, subject always to clause 7 (Data Protection);

3.1.5.2

pay the Supplier the deposit as set out in Schedule 2;

3.1.5.3

pay the Supplier the remaining balance as set out in Schedule 2;

3.1.6

Warrant that, where the Customer has made a booking with the Supplier, that the persons in such booking:

3.1.6.1

are provided with all relevant travel and health information including, without limitation, information relating to passports, visas, vaccines, tests, quarantine, entry requirements;

3.1.6.2

comply with the Supplier's Mandatory Policies;

3.1.6.3

have taken out adequate travel insurance with effect from the date the booking is made by the Customer,

that includes, without limitation, cover for medical expenses, curtailment and personal belongings; have, in the case of any adults accompanying the booking, undergone and have a clear criminal records bureau check, or local equivalent;

3.1.7

Provide the Supplier with a 24 hour contact number in case of emergencies;

3.1.8

Pursuant to the Supplier's Mandatory Policies as set out in Schedule 3, ensure that any person who the Supplier wishes to be removed from the residential language schools as a result of anti-social behaviour are collected from the location where the Services are provided and escorted back to their country of origin, at the cost of the Customer. In this event, the Supplier shall not be liable for any loss, damage, cost or other expense incurred by the Customer in connection with such repatriation.

3.1.9

PGL are committed to providing a safe and respectful environment for all customers and colleagues. We have a zero-tolerance approach to sexual harassment. Sexual harassment occurs when a colleague is subjected to unwanted conduct, which is of a sexual nature. All incidents of sexual harassment by third parties will be dealt with swiftly and robustly by the PGL Leadership Team; this will include police involvement. Any allegation of sexual harassment may result in a request to leave the premises and may result in a ban from future attendance at a PGL site.

3.1.10

Ensure that all adults accompanying groups and coach drivers sourced by the customer are suitable to work with under 18's and have undergone appropriate suitability checks in their country of residence.

4.0 Rates and payment

4.1

The Supplier shall invoice the Customer in accordance with the Rates and other charges as set out in Schedule 2;

4.2

The Customer shall pay the Supplier for such Services in accordance with the payment terms as set out in Schedule 2.

4.3

Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement by the due date:

4.3.1

the Supplier shall retain the right to cancel the booking made by the Customer and retain the deposit(s) paid; and

4.3.2

charge the Customer the applicable cancellation charges as set out in Schedule 2; and

4.3.3

shall not be liable for any damage, loss, costs or other expense incurred by the Customer.

4.4

All sums payable to the Supplier under this agreement:

4.4.1

shall be made in £GB pounds;

4.4.2

shall be exclusive of VAT and the Customer shall, in addition and where applicable, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

4.4.3

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).

4.5

The Supplier may increase the Rates on an annual basis with effect from each anniversary of the date of this agreement, where the first such increase shall take effect on the first anniversary of the date of this agreement.

5.0 Intellectual property rights

5.1

The Customer acknowledges and agrees that all Intellectual Property will at all times and for all purposes vest and remain vested in the Supplier and, except for the limited licence to use the Supplier's Materials set out in clause 5.2, the Customer shall acquire no right, title or interest in or to the same.

5.2

Pursuant to clause 5.1, the Supplier grants the Customer a non-exclusive, non-transferable, royalty-free licence to use The Supplier's Materials for the term of the agreement.

6.0 Compliance with laws and policies

6.1

In performing its obligations under this agreement, the Customer shall warrant that it shall comply with:

6.1.1

all Applicable Laws regulations, regulatory policies, conventions, guidelines and/or industry codes, including, without limitation, the PTD and the EUGDPR; and

6.1.2

the Mandatory Policies, as set out in Schedule 3.

6.2

In providing the Services, the parties agree that the Supplier shall not be deemed to be providing a package travel contract or any linked travel arrangements to the Customer, as defined under the PTD.

7.0 Data protection

7.1

For the purposes of this clause 7, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.

7.2

Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

7.3

The parties have determined that for the purposes of Applicable Data Protection Laws the Supplier shall process the personal data as set out in paragraph 1.1 of Schedule 4 as processor on behalf of the Customer;

7.4

Should the determination in clause 7.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 7 and Schedule 4.

7.5

Without prejudice to clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier and lawful collection of the same by the Supplier for the duration and purposes of this agreement.

7.6

In relation to the Customer Personal Data, Schedule 4 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

7.7

Without prejudice to clause 7.2, the Supplier shall, in relation to Customer Personal data:

(a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 4 (Processing, personal data and data subjects) unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data (Purpose). Where the Supplier is relying on Applicable Laws as the basis for processing Customer Personal Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer on important grounds of public interest. The Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;

(b) implement the technical and organisational measures set out in Schedule 4 (Processing, personal data and data subjects) to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are 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;

(c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to

security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

(f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 7.7(f), Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

(g) maintain records to demonstrate its compliance with this clause 7.

7.8

The Customer provides its prior, general authorisation for the Supplier to:

7.8.1

appoint processors to process the Customer Personal Data, provided that the Supplier:

7.8.1.1

shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 7;

7.8.1.2

shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

7.8.1.3

shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

7.8.2

transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

7.9

Either party may, at any time on not less than 30 days' notice, revise this clause 7 (Data protection) 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 this agreement).

7.10

The Supplier's liability for losses arising from breaches of this clause 7 is as set out in clause 10.6.1.

8.0 Confidentiality

8.1

Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

8.2

Each party may disclose the other party's confidential information:

8.2.1

to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

8.2.2

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9.0 Indemnity

9.1

Notwithstanding any other provision of the agreement, the Supplier shall have no liability to the Customer, its Affiliates, sub-contractors, or the Customer's customers for any loss or damage caused by the Customer, the Customer's customers or any third party.

9.2

The Customer shall hold harmless and fully indemnify the Supplier, and keep the Supplier fully indemnified, against, and as a separate obligation shall pay to the Supplier on demand, all costs (including legal costs of the Supplier on a full indemnity basis), claims (including any settlement of claims, whether before or after the issue of proceedings), sums suffered or incurred by the Supplier (including all refunds, reimbursement of expenses and other compensation (including vouchers) which the Supplier provides to the Customer's customers) in respect of all and any complaints (whether formal or informal), any sums paid under mediation or any other means of alternative dispute resolution, actions, judgment sums (including sums arising from consent orders or judgments), penalties, damages, losses, expenses, liabilities and demands, wholly or partly, directly or indirectly arising out of or in connection with:

(a) any breach of the agreement by the Customer, the Customer's staff, the Customer's sub-contractors or the Customer's agents (or their sub-contractors, agents or employees);

(b) any liability (including any liability to the Customer's customers or any third party) which arises from any act or omission of the Customer, the Customer's customers, the Customer's staff the Customer's sub-contractors, the Customer's agents (or their sub-contractors, agents or employees) or any third party;

(c) any death or personal injury of any person arising out of any act or omission of the Customer, the Customer's customers, the Customer's staff, the Customer's sub-contractors or the Customer's agents (or their sub-contractors, agents or employees) or any third party; and

(d) any loss or damage to any property of the Customer's, the Customer's customers, or any third-party property, arising out of any act or omission of the Customer, the Customer's customers, the Customer's staff, the Customer's sub-contractors or the Customer's agents (or their sub-contractors, agents or employees) or any third party.

9.3

This Indemnity shall survive and remain in full force and effect after the termination (for whatever reason) or expiry of this agreement.

10.0 Limitation of liability

10.1

No agreement or terms (whether written or otherwise) entered into between the Customer and its customers, its Sub-contractors, its agents or any third party shall affect the rights and obligations of the Customer or the Supplier under this agreement, including any liability or indemnity under it.

10.2

The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

10.3

References to liability in this clause 10 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.4

Nothing in this clause 10 shall limit the Customer's payment obligations under this agreement.

10.5

Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

10.5.1

death or personal injury caused by negligence;

10.5.2

fraud or fraudulent misrepresentation.

10.6

Subject to clause 10.5 (liabilities which cannot legally be limited), the Supplier's total liability to the Customer:

10.6.1

for loss arising from the Supplier's failure to comply with its data processing obligations under clause 7 (Data protection) shall not exceed the total value of the

booking and

10.6.2

for all other loss or damage shall not exceed the total value of the booking under which the claim is brought by the Customer.

10.7

Subject to clause 10.4 (No limitation on the customer's payment obligations) and clause 11.5 (Liabilities which cannot legally be limited), this clause 10.7 specifies the types of losses that are excluded:

10.7.1

loss of profits;

10.7.2

loss of sales or business;

10.7.3

indirect or consequential loss.

10.8

The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 2 (Supplier's responsibilities). In view of these commitments, the terms implied by sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

10.9

Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event 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.

11. Duration and Termination

11.1

The agreement shall be legally binding from the Effective Date and, unless otherwise terminated in accordance with its terms, the agreement shall continue until the Termination Date.

11.2

Without limiting or affecting any other right or remedy available to it, the Supplier may terminate the agreement:

(a)

with immediate effect by giving written notice to the Customer if:

- (i) there is a change of Control of the Customer; or
- (ii) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
- (iii) the Customer commits a breach of any of the following clauses:

Clause 3 (Obligations of the Customer);

Clause 6 (Compliance with Law and Policies);

Clause 7 (Data Protection);

Clause 8 (Confidentiality);

Clause 9 (Indemnity);

(iv) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 50 days after being notified in writing to make such payment

(b) for convenience by giving the Customer 3 months' written notice.

11.3 Without limiting or affecting any other right or remedy available to it, either party may terminate the agreement 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 agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b)

the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12. Obligations on termination and survival

2.1

On termination or expiry of this agreement:

2.1.1

the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and

2.1.2

shall immediately deliver to the Supplier all of the Supplier's Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them.

12.2 Any provision of the agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the agreement shall remain in full force and effect.

12.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

3.0 Force majeure

3.1

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service.

3.2

Provided it has complied with clause 13.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

3.3

The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

3.4

The Affected Party shall:

3.4.1

as soon as reasonably practicable after the start of the Force Majeure Event but no later than 3 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

3.4.2

use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 1 weeks, either party may terminate the affected Customer bookings. In this event, the Supplier shall (i) offer to defer such bookings to a later date, subject to availability (ii) offer a suitable alternative, subject to availability or (iii) in the event that the Customer cancels the affected bookings, the Customer shall pay the cancellation charges as set out in Schedule 14. Assignment and other dealings

3.5

This agreement is personal to the Customer and the Customer 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 this agreement.

3.6

The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

4.0

Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.0 Waiver

5.1

A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

5.2

A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

6.0 Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

7.0 Severance

7.1

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

7.2

If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8.0 Entire agreement

8.1

This agreement 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.

8.2

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently)

that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

9.0 No partnership or agency

9.1

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

9.2

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

10.0 Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11.0 Notices

11.1

Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

11.1.1

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

11.1.2

sent by email to the Supplier Manager and/or Customer Manager as set out in the Contract Details;

11.2

Any notice shall be deemed to have been received:

11.2.1

if delivered by hand, at the time the notice is left at the proper address;

11.2.2

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

11.2.3

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 11.2.3, 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.

11.3

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.0 Counterparts

12.1

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12.2

Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If either method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

12.3

No counterpart shall be effective until each party has executed at least one counterpart.

13.0 Governing law

This agreement 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.

14.0 Jurisdiction

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