



Conference Contacts

CREATIVE BRAINS, EXPERT HANDS

Terms & Conditions of Business

Date of Prep: 1st Jan 2015
Effective: 1st Jan 2015

These Terms & Conditions of business form the Contract ("the Contract") between **Conference Contacts Limited ("CCL")**, (company registration number 02118204) of Chartam House, 16 College Avenue, Maidenhead, Berkshire, SL6 6AX United Kingdom, Registered Number 2118204 and its Client ("The Client") in respect of the Services supplied by CCL. CCL reserves the right, at any time before a booking is accepted, to withdraw or change these Booking Conditions.

Whereas:

- (A) CCL is engaged in business offering consultancy and agency services in relation to the organising of conferences, meetings, and related activities.
- (B) The Client wishes to engage CCL to provide services from time to time and CCL and Client agree that such engagements are subject to the following Terms and Conditions.

(Each a "Party" and together, the "Parties")

Now the Parties hereby agreed as follows:

1. Interpretation

In these terms and conditions:

"Affiliate"	"Affiliates" means a subsidiary of the Client, its holding company and any subsidiaries of such holding company (as such expressions are defined by Section 1159 of Companies Act 2006)
"Commencement"	Means the first day of an Event. In respect of a conference or incentive meeting involving travel, this will be the day of departure to support the event.
"Costing"	Means the total proposed cost of an Event or Events as included in the Proposal or otherwise supplied to the Client in writing or any revised costing agreed by the Client.
"Documents"	Means all records, reports, documents, papers and other materials whatsoever originated by or on behalf of CCL pursuant to these Terms and Conditions
"Event"	Means any conference, incentive meeting, function, or other service requested by the Client and agreed to be performed by CCL under these Terms and Conditions.
"Event Contract"	Means the separate contract which refers specifically to one or more Events which CCL is organising on behalf of the Client to which these Terms and Conditions apply.
"Expenses"	Means those expenses incurred by CCL in performing the Services as set out in the Costing.
"Force Majeure Event"	Means, in relation to either Party, an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out or trade dispute or labour disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet service provider, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services.
"Management Fee"	Means that part of the Total Costs paid by the Client to CCL which represents CCL's fee for providing its Consultancy Services as set out in the Costing exclusive of VAT at the prevailing rate
"Participant(s)"	Means the delegate(s) who attend the Event.
"Project Staff"	Means the personnel employed or subcontracted by CCL to perform the Services for the Client.
"Proposal"	Means CCL's proposal to meet the requirements defined by the Client as adjusted for any amendment agreed by the Client and referred to (where applicable) in the Event Contract.
"Services"	Means the services specific to each Event as set out in the Proposal and/or as agreed between the parties.
"Terms & Conditions"	Means these terms and conditions as the same may be amended, modified or supplemented from time to time in accordance with these terms and conditions.
"Third Party"	Means any Hotel, Ground Agent, Company, Corporation or Person not party to these Terms and Conditions but excludes any employee of the Client or CCL or person subcontracted for labour only by CCL
"Third Party Costs"	Means any sums paid out to third parties by CCL as agent for the Client as set out in the Costing.
"Total Costs"	Means all sums paid by the Client to CCL under an Event Contract exclusive of VAT, but inclusive of all costs included in any Revised Final Costing.
"VAT"	Means value added tax chargeable under English law for the time being and any similar additional tax imposed by any lawful governmental authority anywhere in the world
"Venue"	Means the location where the Event will be held.
"Written Approval"	Encompasses communication by letter, facsimile and electronic media.

- 1.1 The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation.
- 1.2 Words importing the singular number include the plural and vice versa; words importing gender shall include all other genders and words importing corporations shall include persons and vice versa.
- 1.3 Any reference in these Terms and Conditions to an "Article" is to an article in these Terms and Conditions. Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted



2. Services

- 2.1 **In the event that the Client instructs CCL to contract services on behalf of the client with third party suppliers, it is hereby agreed that CCL is doing so as agent of, and for and on behalf of, the Client and that CCL is not acting as principal under any such third party contracts.**
- 2.2 In consideration of the Management Fee, CCL shall:-
- Use care and skill to devise a Proposal appropriate to meet the requirements defined by the Client;
 - Use care and skill to select appropriate Third Party suppliers to provide services to the Client in accordance with the Proposal and Costing (save where such Third Party Suppliers have been selected by the Client);
 - Act as agent for the Client in entering into contracts with Third Party suppliers and, on receipt of payment in accordance with clause 4, discharge payments due to such Third Party suppliers for and on behalf of the Client;
 - Use all reasonable endeavours to protect the interests of the Client;
 - Obey all lawful and reasonable directions of the Client or its appointed nominees; and
 - Use all reasonable endeavours to ensure that CCL's employees, agents and Third Party suppliers perform the Services with reasonable care and skill.
- 2.3 CCL shall provide the Services at its offices and the Venue or at such other locations as the Client may reasonably require. CCL shall be responsible for the deduction and payment of all income tax payments under PAYE and national insurance or similar contributions (if any) as required by law in respect of any payment of Project Staff.

3. Costing

- 3.1 CCL shall supply to the Client a Costing setting out the Management Fee together with the projected Third Party Costs and projected Expenses. CCL endeavours to accurately forecast the management time incurred on an Event, however, this may be adjusted to reflect the actual time consumed. All estimates are valid for 30 days and exclude any project amendments or changes.
- 3.2 All Costings, Management Fees, Third Party costs and out of pocket expenses exclude VAT at the prevailing rate. Management Fees are exclusive of travel expenses, subsistence expenses plus any other similar "out-of-pocket" expenses, unless otherwise stated in writing in an agreement signed by both CCL and the Client.
- 3.2 CCL shall supply a revised Costing with the last invoice submitted prior to Commencement. This revised Costing ("the Final Costing") shall be binding on receipt of written approval by the Client and will form the basis for a final invoice for the Event to the Client. (payable in accordance with Clause 4 unless otherwise agreed in writing between the parties). Upon payment of this invoice, the Final Costing will only vary as a result of:
- A variation in transportation costs, including the cost of fuel;
 - An increase or decrease of the cost of any dues, taxes or fees on the Services including landing taxes, embarkation or disembarkation fees at ports and airports, changes in the rate of VAT or local service taxes;
 - A variation in the number of Participants set out in the Proposal;
 - An increase or decrease in the programme content of an Event as requested by the Client; or
 - A variation in the currency exchange rate set out in the Costing.
- 3.3 Where any of the above occurs, CCL will supply a further revised Final Costing (the "Revised Final Costing") to the Client and, upon agreement from the Client, issue an invoice for the amount in excess of the Final Costing. Unless otherwise specifically requested by the Client, any exchange rate variations will not be accounted for until the final invoice based on the Revised Final Costing.
- 3.4 On completion of the Services CCL shall submit to the Client an account which compares the Costing with the Total Costs to show where costs have moved and what may be learned when planning for future Events.

4. Payment

- 4.1 In consideration of the provision of the Services, the Client shall pay to CCL amounts as set out in the Final Costing or Revised Final Costing as the case may be. All payments to CCL by the Client shall be made against CCL's invoices which will be paid by the Client in cleared funds into CCL's designated bank account on or before the as calculated according to the following timetable:

Upon signing of the Event Contract	75% of the projected Total Costs.
90 days prior to Commencement	25% of the projected Total Costs.
Within 30 days of the final invoice being issued following event reconciliation	Balance between the Costing and Final or Revised Final Costing as the case may be.

- 4.2 Should the Client and CCL have entered into a Master Services Agreement and in the event of a conflict between these Terms & Conditions and that of the Master Services Agreement, the terms of the Master Services Agreement shall prevail.
- 4.3 The Client shall pay all amounts properly due and undisputed in respect of any validly presented invoice **within the earlier of the date listed in Clause 4.1 above and thirty (30) days of the day of receipt** by the client of CCL's invoice for those amounts, to the bank account designated by CCL. All payments to CCL shall be made by the Client by bank transfer to the account of CCL. It is agreed and understood by the Client that other forms of payment, including but not limited to, cheques, letters of credit, credit cards, are not accepted by CCL. Payment by these methods will not constitute settlement of sums due.
- 4.4 **CCL reserves the right to amend the above terms should insufficient funds be available to cover the payment of third party deposits incurred for and on behalf of the client.**
- 4.5 If signature of the Event Contract is within 12 weeks of Commencement, the full amount of the Costing will be payable under the first invoice.
- 4.6 If CCL issues invoices later than the timetable specified above, then these invoices will be due for payment within **14 days of the date of issue**.



5. Liability

- 5.1 This Clause 5 sets out CCL's entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:
- any breach of the Contract;
 - any use made by the Client of the Services, or any part of them; and,
 - any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 5.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 5.3 Nothing in these Clauses limits or excludes CCL's liability:
- for death or personal injury resulting from negligence; or
 - for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by CCL.
- 5.4 Subject to Clause 5.2 and Clause 5.3:
- CCL shall not be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of or corruption of data or information; or delay or inability to use the Service or a Linked Service; or reliance upon Third Party providers; or loss of confidentiality; or termination of your access; or virus transmitted; or failure of communication media; or unauthorised access to your server/computer; or theft; or loss of, or damage to, any data or other information or property; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - CCL does not accept liability for any loss, damage, or delay to personal property of the Client or its attendees at any Event, including overweight luggage;
 - CCL's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the lower of £250,000 or 10x the Management Fees for the Event giving rise to the proven loss and the Client expressly confirms that it agrees that there are no other rights or remedies available at law.
- 5.5 YOU acknowledge and agree that the allocation of risk in this Clause 5 is fair and reasonable having regard to all the circumstances and in particular to:
- the price to be paid by the Client for the Services;
 - CCL has no control over how and for what purpose the Services are used by the Client or its attendees; and
 - the Client is able to rely upon its own insurances to bear or recover any losses that it may incur.
- 5.6 All arrangements made by CCL as agent for the Client with Third Parties are subject to the terms and conditions of the Third Party supplier, some of which may limit or exclude liability. In particular the Client's attention is drawn to the limitations on liability and damages incorporated into contracts for carriage by rail, sea and air by international conventions and to the fare basis of airline tickets which may affect their ability to be amended and/or refunded if not used. Clarification of the fare basis should be sought by the Client if any doubt exists.
- 5.7 CCL undertakes to take out and maintain adequate insurance cover with an insurance office of repute to cover the liability accepted by it under Article 5 and agrees to produce at the Client's request a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Client.
- 5.8 Any complaints (by Participants or otherwise) arising out of an Event must be passed onto CCL or its authorised representative as soon as practicable so as to enable the same to be remedied and must be confirmed in writing (if not already satisfactorily resolved) not later than 14 days after the complaint has been brought to the attention of CCL or its authorised representative.

6. Amendments & Cancellation of Services

- 6.1 CCL shall, subject to Clauses 6.2 and 6.4, take all reasonable steps to comply with any lawful and reasonable requests from the Client to amend or halt any plans or to reject or cancel any work in the process of preparation, insofar as this is possible within the scope of the Client's and/or CCL's contractual obligations to 3rd party suppliers.
- 6.2 **Any cancellation or amendment will be implemented by CCL only on the understanding that the Client will be responsible for payment of all and any Third Party Costs and Expenses incurred prior to, or as a result of, the cancellation or amendment and which cannot be recovered on its behalf by CCL. In this regard, the Client irrevocably confirms and agrees to fully and effectively indemnify CCL against all losses, costs, actions, proceedings, claims, damages, expenses, (including legal expenses) or liabilities, howsoever suffered or incurred directly by CCL as a consequence of the Client's cancellation of an Event.**
- 6.3 The Client will be responsible for deciding whether it wishes to take out event insurance against losses caused by cancellation or curtailment of the Event due to circumstances beyond its control (cancellation due to a change of mind by the Client is not covered by event insurance).
- 6.4 In the event that the Client wishes to cancel an Event, the Client irrevocably agrees to pay a cancellation charge calculated as a proportion of the Management Fee as follows:

Cancellation 120 days or more prior to Commencement	75% of the Management Fee
Cancellation between 90 and 120 days prior to Commencement	80% of the Management Fee
Cancellation between 90 and 30 days prior to Commencement	90% of the Management Fee
Cancellation less than 30 days prior to Commencement	100% of the Management Fee



7. Confidentiality

- 7.1 Both parties shall at all times keep confidential any and all commercial and technical information relating to any of the existing or planned products, businesses, research and/or development activities, customers and suppliers of the other party and/or any Affiliate and all other information relating to the other party and/or Affiliate and/or any of the activities or financial affairs of the other party or any such Affiliate which it may acquire or to which it may have access during or by virtue of any contract between the parties. Confidential information belonging to the Client shall be used by CCL for the sole purpose of providing the Services and shall not be disclosed by CCL to any Third Party without the prior written consent of the Client.
- 7.2 The obligations of confidentiality contained in this Article shall not apply to any confidential information which:
- is now or hereafter becomes available to the public otherwise than by a breach of these Terms and Conditions or an Event Contract; or
 - CCL can show was in its possession free from obligations of confidentiality prior to its receipt;
 - is received from a Third Party who has not imposed any restrictions as to its disclosure; or,
 - must be released to law enforcement agencies upon production of valid legally enforceable notices and/or to third parties upon service of a valid disclosure notice issued by a court of competent jurisdiction.
- 7.3 All information supplied by either Party to the other shall be delivered up immediately to the other upon demand at any time while these Terms and Conditions remain in force or thereafter. The Receiving Party is not obligated to return or destroy (a) any Proprietary Information stored on back-up media for purposes of disaster recovery in the ordinary course of business that may be subject to destruction in due course, provided that the Receiving Party is precluded from accessing such Proprietary Information after expiration or termination but prior to its destruction, and (b) residual or latent data such as resulting from deleted files, automatically created temporary files, printer spool files, and metadata that can only be retrieved by computer forensics experts and is generally considered inaccessible without the use of specialized tools and techniques.
- 7.4 Neither Party to these Terms and Conditions shall make any announcement, written nor oral, concerning the contract between them without the written consent of the other party, shall such consent not be unreasonably withheld.

8. Non-Solicitation

- 8.1 Neither Party shall during the term of the Contract between the Parties, and for a period of six (6) calendar months afterwards, whether by itself or through its officers, employees, agents or otherwise and whether as a consultant, principal, partner, director, employee or otherwise directly or indirectly within the United Kingdom solicit or induce any person, who during the continuance of the contract was an employee of the other and with whom it had dealings during the course of performing the Services, for employment nor employ any such person.

9. Passports and Visas

- 9.1 It is the sole responsibility of the Client and the individual Participants to ensure that they are in possession of valid passports, visas and inoculation certificates (where necessary) to enable them to travel. CCL accepts no responsibility whatsoever for any loss or damage to any person or organisation due to their lack of appropriate travel documentation or travel authority.

10. Agency

- 10.1 CCL does not own or control any airline, hotel or other Third Party supplier of Services. CCL shall at all times during the continuance of these Terms and Conditions in all correspondence and dealings with Third Parties in relation to the Services clearly indicate that it is acting as agent for and on behalf of the Client.
- 10.2 CCL shall not have the power and it shall not purport to give any guarantee or do any other act in the name of or on behalf of the Client or pledge the Client's credit or incur any other liability on behalf of the Client, except as may have been previously authorised in writing by the Client. In particular CCL's authority to act on behalf of the Client shall not exceed the financial limit set out in the Costing.

11. Travel Insurance

- 11.1 The Client undertakes to ensure that all Participants either have adequate travel insurance in respect of an Event, or that the Participant has declined that insurance in writing. If insurance is not arranged through CCL then the Client accepts full responsibility for any possible liabilities which may arise that would have been covered if insurance had been arranged through CCL. Any insurance arranged by CCL is subject to the conditions, exclusions and limitations of the policy which do not form part of any agreement between CCL and the Client.

12. Inspection of Venues

- 12.1 CCL will offer to arrange an inspection visit of the Venues. The Client will then decide whether or not it wishes to participate in an inspection visit. However, in either case, the Client accepts responsibility to ensure that the Venues are suitable and meet its requirements. All costs of the inspection visit are the responsibility of the Client, whether the Client determines upon inspection that the Venues are suitable or not.

13. Responsibilities of the Client

- 13.1 The Client accepts full and sole responsibility for:
- The acts of its employees, agents and sub-contractors and any nominee or representative appointed by the Client;
 - Providing CCL with full written details of its requirements in order to enable CCL to prepare an accurate and comprehensive Proposal and Costing; and
 - Determining whether HMRC may consider participation in an Event to be a benefit in kind, or is wholly allowable as a business expense.



14. Assignment

- 14.1 Neither party shall, subject to Clause 14.2, assign, transfer, sub-contract or in any other manner make over to any Third Party the benefit and/or burden of any contract between the parties without the prior written consent of the other, but such consent shall not be unreasonably withheld.
- 14.2 Clause 14.1 shall not prohibit CCL from engaging the services of contractors and other suppliers to assist it in providing the Services to the Client.

15. Term and Termination

- 15.1 These Terms and Conditions shall commence on the first signing of, and are hereby incorporated in, an Event Contract or Acceptance of a valid Purchase Order from the Client and shall thereafter continue until terminated in writing. Services provided pursuant to any Event Contracts shall be subject to these Terms and Conditions until completion thereof.
- 15.2 Subject to the provisions contained in Article 6, either party shall be entitled to terminate an Event Contract:-
- a) Upon three (3) months written notice to the other;
 - b) At any time by notice in writing to the other, if the other:
 - i. withholds from that party for a period of thirty (30) days any moneys due to that party, unless the same are the subject of a legitimate dispute; or
 - ii. commits or permits any substantial breach or a persistent breach of these Terms and Conditions or an Event Contract which is incapable of remedy, or if capable of remedy, fails to remedy that breach within thirty (30) days of receiving written notice thereof from the other party; or
 - iii. Is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under these Terms and Conditions); or
 - iv. compounds with or convenes a meeting of its creditors, or has a receiver, manager or an administrator appointed over the whole or any part of its business, property or assets; or
 - v. Threatens to cease or ceases for any reason to carry on business, or takes or suffers any similar action which in the reasonable opinion of the party giving notice means that the other may be unable to pay its debts.
- 15.3 Upon termination of an Event Contract;
- a) For whatever reason, CCL shall deliver up to the Client all of the Documents and copies thereof in its possession, custody or control at that time ;
 - b) **By CCL, the Client shall remain liable to pay to CCL the costs as set out in Clause 6 above**
- 15.4 The termination or expiration of these Terms and Conditions and/or any Event Contract for whatever reason shall not affect the accrued rights of either party arising in any way out of these Terms and Conditions and/or any Event Contract.
- 15.5 The termination of any Event Contract shall not affect the continued enforceability of these Terms and Conditions or of any other Event Contract.

16. Conflicts

- 16.1 Subject to Clause 16.2, in the event of any conflict between these Terms and Conditions, the Client's Terms and Conditions or Work/Purchase Order, an Event Contract or a Proposal, these Terms and Conditions shall prevail.
- 16.2 As set out in Clause 4.2, should the Client and CCL have entered into a Master Services Agreement and in the event of a conflict between these Terms & Conditions and that of the Master Services Agreement, the terms of the Master Services Agreement shall prevail.

17. Force Majeure

- 17.1 Neither the Client nor CCL shall be liable for any loss or expense suffered or incurred by the other party as a result of its failure to perform or delay in performance of any of its obligations under this Agreement caused by a Force Majeure Event, subject to the further provisions of this clause 17.
- 17.2 The non-performing Party shall promptly notify the other Party in writing of its reasons for the delay or stoppage and its likely duration and shall use commercially reasonable efforts to overcome the delay or stoppage.
- 17.3 If the non-performing Party has complied with this clause 17, its performance under this Agreement shall (subject to clause 17.4.c) be suspended for the period that the Force Majeure Event continues and the non-performing Party will have a reasonable extension of time for performance of its obligations given all the circumstances.
- 17.4 As regards the delay or stoppage arising from the Force Majeure Event:
- a) Any costs arising from such delay or stoppage shall be borne by the Party incurring those costs ; or, where the CCL is contracting for and on behalf of the Client, by The Client;
 - b) The non-performing Party shall use commercially reasonable efforts necessary to promptly and expeditiously bring the Force Majeure Event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event; and
 - c) If the Force Majeure Event continues for more than 60 consecutive days, the other Party may terminate this Agreement or the applicable Work/Purchase Order with immediate effect on giving written notice to the non-performing Party and neither shall be liable to the other for such termination.

18. Trademarks and Intellectual Property

- 18.1 CCL shall not use any trademark belonging to the Client unless it has obtained the Client's written consent. Similarly, the Client shall not use any trademark belonging to CCL unless it has obtained CCL's written consent.
- 18.2 Nothing in this Contract shall be deemed to grant any ownership or licence over, directly or by implication, any registered design, patent, copyright, trade secret or patent application of the other Party.



19. Notices

- 19.1 Any notice or other document to be given under these Terms and Conditions shall be in writing and shall be addressed:-
- If to the Client to: The Company Secretary at the Client's Registered Office.
 - If to CCL to: The Company Secretary at CCL's Registered Office.
- 19.2 Any notice or other document to be given under these Terms and Conditions shall be deemed to have been duly given if left at or sent to the registered office of the addressee by:
- First class post, express, air mail or other fast postal services; or
 - Registered post; or
 - Facsimile or other electronic media, provided that a hard copy is also sent by first class post the same day.
- 19.3 All notices and other documents to be given under these Terms and Conditions shall be in the English language. Any such notice or other document shall be deemed to have been received by the addressee two (2) working days following the date of despatch of the notice or other document by post, or where the notice or other document is sent by hand or is given by facsimile or other electronic media, simultaneously with the delivery of transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

20. Waiver

- 20.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 20.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

21. Entire Agreement/Amendments

- 21.1 The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 21.2 Each Party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 21.3 Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other document issued by CCL or contained on any part of the CCL website shall be subject to correction without any liability on the part of CCL. For the avoidance of doubt, any brochure or other sales literature or marketing materials produced by or on behalf of CCL, either appearing on CCL's website or in printed form are not incorporated into and do not form part of the Contract.
- 21.4 Nothing in this Clause shall limit or exclude any liability for fraud.
- 21.5 No amendment to these Terms and Conditions shall be effective unless made in writing by an authorised signatory of the parties.

22. Validity/Severability

- 22.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 22.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23. Contracts for Services

- 23.1 These Terms and Conditions constitute a contract for services and not a contract of employment. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

24. Compliance with Rules

- 24.1 Whilst providing the Services CCL shall observe and comply with all applicable requirements of the Health and Safety at Work Act 1974 and any relevant regulations and codes of practice issued thereunder and with all other applicable legal or regulatory requirements and all policies, procedures, regulations and rules of the Client which are applicable at any premises of the Client to which CCL may have access whilst providing the Services.

25. Limitation Period, Governing Law and Jurisdiction

- 25.1 Notwithstanding any other provision of the Contract, no proceedings shall be commenced against CCL under the Contract more than 6 months after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by CCL).
- 25.2 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 25.3 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

