

1. Application

- 1.1 All Quotations are subject to the Terms and Conditions. These Terms and Conditions shall be accepted subject to the following or variation of, such Terms and by the Company in writing.
- 1.2 Any Confirmations or acceptance of such Terms and Conditions shall constitute unqualified acceptance of such Terms and Conditions. These Terms and Conditions shall apply to all Quotations.
- 1.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (written or otherwise), the former shall prevail unless expressly otherwise stated in writing by the Company in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“the Agreement”

the Agreement entered into by the Client and the Company for the purpose of operating these Terms and Conditions shall govern the Event Management

“Business Day”

any day (other than Saturday or Sunday) on which the Company's offices are open for their full range of services at <insert location>;

“Client”

any individual, sole trader, partnership, firm or corporate body (which includes any unincorporated association where the context so admits, including any trust or assigns) which makes a booking

“Company”

<insert name of company>> a company registered in <insert jurisdiction>> under number <insert registration number>> whose registered office is at <insert registered office>>;

“Confidential Information”

information disclosed by either Party, information which is confidential or otherwise subject to a duty of confidentiality by the other Party pursuant to the Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or otherwise subject to a duty of confidentiality);

“Confirmation”

a written confirmation made by the Client that they have accepted these Terms and Conditions and intend to proceed. This notification is subject to the Terms and Conditions;

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“Data Protection Legislation”

“Event”

“Event Management Service”

“Quotation”

“Total Price”

2.2 Unless the context of these Conditions to:

2.2.1 “writing”, any communication, includes a reference to any transmission or similar means;

2.2.2 a statute or regulation, includes a reference to that statute or regulation in force at the relevant time;

2.2.3 “these Terms and Conditions” includes a reference to these Terms and Conditions as amended or supplemented at the relevant time;

2.2.4 a Schedule includes a reference to the relevant Schedule;

2.2.5 a Clause or paragraph of these Terms and Conditions (including any Schedule) includes a reference to that Clause or paragraph of the relevant Schedule.

2.2.6 a “Party” of these Terms and Conditions includes a reference to any of the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

2.4 Words imparting the masculine gender include the plural and vice versa.

2.5 References to any gender include the other gender.

2.6 References to persons include corporations and other legal entities.

3. Event Management Service

3.1 The Company shall provide the Event Management Service in accordance with the terms of the Agreement provide an Event Management Service.

3.2 The Company will provide the Event Management Service with care, diligence and skill in providing the Event Management Service.

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legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current and any amended EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland, by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

events the subject of the

management services to be provided as specified in the Quotation;

quotation submitted by the Client; and

is payable for the Event

each reference in these Terms and

condition, includes a reference to any transmission or similar means;

is a reference to that statute or regulation in force at the relevant time;

a reference to these Terms and Conditions as amended or supplemented at the relevant time;

Terms and Conditions; and

reference to a Clause of these Terms and Conditions (including any Schedule) or a paragraph of the relevant Schedule.

the parties to these Terms and

conditions are for convenience only and shall have no effect on the interpretation of these Terms and

include the plural and vice versa.

other gender.

tions.

ance of the Agreement provide an

and skill in providing the Event

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3.3 Where there are a necessary for the Parties but before t provide the Event and for the Event to be an obligation of steps. For the avoid the Company for the

tory steps which it is reasonably e Agreement is entered into by the Event in order for the Company to y and correctly on a timely basis n scheduled, it shall be deemed to Agreement to take each of those ation shall also be an obligation of

4. **Price**

All prices stated by the Co are exclusive of VAT whi appropriate rate.

unless specially stated otherwise, ill be separately charged at the

5. **Payment**

5.1 The Client shall pay the Total Price (the

osit of <<insert percentage>>% of ng of the Agreement.

5.2 Following the signing paid to the Compan the Event.

balance of the Total Price shall be umber>> days prior to the start of

5.3 If the Agreement is the Event, notwiths payable in full at the

umber>> days prior to the start of and 5.2, the Total Price shall be

5.4 Additional items in disbursements, or a Agreement must be by the Company. A Client at the discre within <<insert num

ed to, out of pocket expenses, the Client after the signing of this in writing before being acted upon invoiced by the Company to the and payment therefor shall be due f the invoice.

5.5 The Client shall pa sub-Clause 5.4) any the date of the Com

ding invoices for items set out in g within <<insert period>> days of

5.6 Time shall be of the fails to make any p prejudice to any rig provision in force fr on any sums over c judgment, at the rat bank name>> base without prejudice to

under the Agreement. If the Client then the Company shall, without ay have pursuant to any statutory e right to charge the Client interest e in full, both before and after any >>% per annum over the <<insert n force. This provision shall apply b-Clause 10.3.1.

5.7 [No tickets, itine arrangements relati payment has been

onal details with respect to the will be forwarded to the Client until y in full.]

5.8 [Wine purchased by The Client is deeme and will be charged

d charged for on a per case basis. en cases remaining after an Event

5.9 [Where wine is no corkage in respect Management Servic list for the time bein

pany, the Company will charge at Events at which the Event ordance with the Company's price

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6. Variation and Amendment

6.1 If the Client wishes to amend the Confirmation, it must notify the Company in writing. The Company shall endeavour to make any required amendments. All additional costs thereby incurred shall be invoiced to the Client.

the Confirmation, it must notify the Company in writing. The Company shall endeavour to make any required amendments. All additional costs thereby incurred shall be

6.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements for the Confirmation it shall notify the Client forthwith. The Company shall endeavour to keep such changes to a minimum and shall make alternative arrangements as close to the original as is reasonable in the circumstances.

any's control, it has to make any change in the arrangements for the Confirmation it shall notify the Client forthwith. The Company shall endeavour to keep such changes to a minimum and shall make alternative arrangements as close to the original as is reasonable in the circumstances.

6.3 The Company reserves the right to:

following:

6.3.1 amend any and all terms in a Quotation;

on in a Quotation;

6.3.2 amend any and all terms beyond the period of validity of the Confirmation;

ect a change in the circumstances of the Confirmation; and the Company;

6.3.3 vary its schedule of services from time to time.

e to time.

7. Liability and Indemnity

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7.1 Except in respect of any negligence, the Company does not warrant, conditionally or otherwise, the performance of any services under the terms of the Agreement or consequential loss or damage caused by the Company or the performance of any services by the Client of the Event. The Client shall indemnify the Company against all damages, costs, claims and expenses incurred by the Client or its agents or employees.

injury caused by the Company's negligence, the Company does not warrant, conditionally or otherwise, the performance of any services under the terms of the Agreement or consequential loss or damage caused by the Company or the performance of any services by the Client of the Event. The Client shall indemnify the Company against all damages, costs, claims and expenses incurred by the Client or its agents or employees.

7.2 The Client shall indemnify the Company against all damages, costs, claims and expenses incurred by the Client or its agents or employees.

against all damages, costs, claims and expenses incurred by the Client or its agents or employees.

7.3 [If Electrical generation services are required and if the Client does not avail itself of the emergency supply service) the Company shall accept no responsibility for loss or damage caused as a result of any failure in the primary supply.

r supplies are required and if the Client does not avail itself of the emergency supply service) the Company shall accept no responsibility for loss or damage caused as a result of any failure in the primary supply.

8. Confidentiality

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8.1 Each Party undertakes to keep confidential any information provided by sub-Clause 8.2 or as it shall, at all times during the continuance of the Agreement or for a period of <insert period>> years] after its termination:

provided by sub-Clause 8.2 or as it shall, at all times during the continuance of the Agreement or for a period of <insert period>> years] after its termination:

8.1.1 keep confidential any information;

rmation;

8.1.2 not disclose any information to any other party;

tion to any other party;

8.1.3 not use any information for any purpose other than as contemplated in the terms of the Agreement;

n for any purpose other than as contemplated in the terms of the Agreement;

8.1.4 not make any information available in any way or part with possession of any Confidential Information.

ny way or part with possession of any Confidential Information.

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9.3 The Company shall... when any such For... estimate to the Clie... impact on the perfor...

...writing as soon as possible if and... and at the same time provide an... it is likely to continue and its likely... obligations.

10. Term and Termination

10.1 This Agreement shall... and shall continue f... of this Clause 10 ar...

...commencement date to be agreed... that date, subject to the provisions

10.2 Without prejudice to... any other provision... the Agreement purs... effect by giving a... Clause 10.2 provide... 10.2:

...minate the Agreement pursuant to... conditions, the Client may terminate... 10.2 at any time with immediate... company which refers to this sub-... give notice under this sub-Clause

10.2.1 under no circ...

...osit paid by it be returnable;

10.2.2 if the notice... period>> d... percentage>... due and pa... received by

...Company not less than <<insert... date of the Event, <<insert... payable shall become immediately... the same has not already been

10.2.3 if the notice... period>> da... date of the... shall becom... has not alrea

...Company not less than <<insert... rt period>> days before the start... ge>>% of the Total Price payable... payable to the extent that the same... Company;

10.2.4 if the notice... days before... shall becom... has not alrea

...pany less than <<insert period>>... ent, the balance of the Total Price... payable to the extent that the same... Company; and

10.2.5 any addition... any arrange... on demand.

...rred by the Company in cancelling... e Event shall be paid by the Client

10.3 Notwithstanding sub... Agreement by givin...

...rty may immediately terminate the... er Party if:

10.3.1 any sum ov... provisions o... Business Da

...ne other Party under any of the... ot paid within <<insert period>>... yment;

10.3.2 the other Pa... the Agreeme... it within <<i... notice givin... remedied;

...breach of any of the provisions of... capable of remedy, fails to remedy... s Days after being given written... e breach and requiring it to be

10.3.3 an encumb... company, a... that other Pa

..., or where the other Party is a... f any of the property or assets of

10.3.4 the other Pa... being a com... the meaning

...arrangement with its creditors or... to an administration order (within... 86);

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10.3.5 the other Party shall not be bound by or subject to any order or judgment made against it, or any of its assets, for the purposes of this Clause 10, in a manner that would be inconsistent with the Agreement.

or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such a manner that it does not effectively agree to be bound by or subject to any order or judgment imposed on that other Party under the Agreement.

10.3.6 anything and all in respect of which the other Party has jurisdiction or control.

the law of any jurisdiction, or the law of any other Party;

10.3.7 that other Party.

to cease, to carry on business; or

10.3.8 control of the other Party by any person or connected persons not being the other Party. For the purposes of this Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

controlled by any person or connected persons not being the other Party on the date of the Agreement, or on any date after this Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

10.4 For the purposes of this Clause 10, each Party shall be considered capable of remedying a breach of the Agreement if the Party in question respects.

each shall be considered capable of remedying a breach of the Agreement with the provision in question in all respects.

10.5 Where it is the Client who is in breach of the Agreement, the Company shall not be liable for any amount(s) received by the Client or any other amount(s) payable to the Client.

agreement under sub-Clause 10.3, the Company shall not be liable for any Deposit or other amount(s) received by the Client or any other amount(s) payable to the Client.

10.6 The rights to terminate the Agreement shall not be prejudiced by any other provisions of the Agreement concerned (if any) or by any other provisions of the Agreement.

en by sub-Clause 10.3 shall not be prejudiced by any other provisions of the Agreement or by any other provisions of the Agreement.

11. Effects of Termination

Upon the termination of the Agreement, the following provisions shall apply:

on:

11.1 any sum owing by the Client to the Company under the Agreement shall be payable to the Company.

under any of the provisions of the Agreement, shall be payable to the Client.

11.2 all Clauses which, by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

of their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

11.3 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which existed at or before the date of termination.

right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which existed at or before the date of termination.

11.4 subject as provided in Clause 11.5, each Party shall (except in respect of any accrued rights) neither Party shall be liable to the other; and

except in respect of any accrued rights, neither Party shall be liable to the other; and

11.5 each Party shall (except in respect of any accrued rights) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

12. [Data Protection

For complete details of the Company's processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for processing, the rights of the Client's rights and how to exercise them, and personal data protection (where applicable), please refer to the Company's Privacy Notice located at [location]>>].]

processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for processing, the rights of the Client's rights and how to exercise them, and personal data protection (where applicable), please refer to the Company's Privacy Notice located at [location]>>].]

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13. **[Data Processing**

13.1 In this Clause 13 a controller”, “data processing” shall have the meaning defined in

personal data”, “data subject”, “data breach” shall have the same meaning as in the applicable legislation.

13.2 [All personal data transferred to the Data Processor shall be subject to these Terms and Conditions and/or the Agreement, shall be processed in accordance with the Data Processing Agreement into which the Parties shall enter.]

Company on behalf of the Client, and/or the Agreement, shall be processed in accordance with the Data Processing Agreement into which the Parties shall enter.]

OR

13.2 [Both Parties shall ensure that the data protection requirements set out in the Data Processing Agreement shall remain in force and shall not be removed or replaced by any other obligations set out in the Data Protection Legislation.]

the data protection requirements set out in the Data Processing Agreement shall remain in force and shall not be removed or replaced by any other obligations set out in the Data Protection Legislation.]

13.3 For the purposes of the Agreement, the Data Controller shall be the “Data Controller”.

the Data Processor” and the Client is the “Data Processor”.

13.4 The type(s) of personal data to be processed, and the purposes for which the personal data is to be processed, shall be set out in a Schedule to the Agreement.

the type, nature and purpose of the processing shall be set out in a Schedule to the Agreement.

13.5 The Data Controller shall ensure that all necessary consents are in place and notices required for the transfer of personal data to the Data Processor for the purposes set out in the Agreement **AND/OR** [the Agreement]

is in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes set out in the Agreement **[these Terms and Conditions]** and/or the Agreement].

13.6 The Data Processor shall ensure that all personal data processed by it in accordance with the Agreement shall be processed in accordance with the following obligations under **[these Terms and Conditions]** **AND/OR** [the Agreement]

all personal data processed by it in accordance with the Agreement shall be processed in accordance with the following obligations under **[these Terms and Conditions]** and/or the Agreement].

13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process the personal data by law.

the written instructions of the Data Controller unless otherwise required to process the personal data by law. The Data Processor shall promptly notify the Data Controller if it is unable to comply with such instructions unless prohibited from doing so by law.

13.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental loss, destruction or damage or (b) are in place to protect the personal data from unauthorised access, disclosure, copying, use or alteration, taking into account the current state of technology and the cost of implementing those measures. The measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

appropriate technical and organisational measures (a) are in place to protect the personal data from accidental loss, destruction or damage or (b) are in place to protect the personal data from unauthorised access, disclosure, copying, use or alteration, taking into account the current state of technology and the cost of implementing those measures. The measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.

13.6.3 Ensure that the Data Processor and any sub-processors to which the personal data is transferred are contractually obliged to keep the personal data confidential and to use it only for the purposes for which it is transferred.

the Data Processor and any sub-processors to which the personal data is transferred are contractually obliged to keep the personal data confidential and to use it only for the purposes for which it is transferred.

13.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

personal data is transferred outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

13.6.4.1

the Data Processor has/have

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13.6.4.2

13.6.4.3

13.6.4.4

13.6.5 Assist the Data Controller to any and all extent with the Data Controller's notifications, and consultations with supervisory authorities or the Information Commission

13.6.6 Notify the Data Controller of a breach;

13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) or anonymise the Data Controller's personal data required to r

13.6.8 Maintain complete technical and organisational measures implemented necessary to demonstrate compliance with the Agreement] by the Data Controller and/or any other party design

13.7 [The Data Processor shall be bound to the processing obligations set out in the Agreement].]

OR

13.7 [The Data Processor shall be bound to the processing obligations set out in the Agreement] AND/OR [the Data Controller (such as the Data Processor)]

13.7.1 Enter into a contract with the sub-processor which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by the Agreement] AND/OR [the Data Controller]

13.7.2 Ensure that the sub-processor complies fully with its obligations under the Agreement that agree

13.8 Either Party may, at any time, upon <<insert period, e.g. 30 calendar days'>> notice, amend the processing clauses or similar terms that form part of a

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guards for the transfer of personal

ts have enforceable rights and s;

omplies with its obligations under legislation, providing an adequate y any and all personal data so

t complies with all reasonable dvance by the Data Controller with ng of the personal data.

ta Controller's cost, in responding bjects in ensuring its compliance with respect to security, breach nd consultations with supervisory out not limited to, the Information

undue delay of a personal data

instruction, delete (or otherwise a and any and all copies thereof to of the Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to is Clause 13] AND/OR [the y the Data Controller and/or any er.

any of its obligations with respect [this Clause 13] AND/OR [the

t any of its obligations to a sub- personal data under [this Clause prior written consent of the Data nably withheld). In the event that r, the Data Processor shall:

n the sub-processor, which shall same obligations as are imposed is [Clause 13] AND/OR [the both the Data Processor and the ations; and

lies fully with its obligations under on Legislation.]

st <<insert period, e.g. 30 calendar provisions of the Agreement, ocessing clauses or similar terms scheme. Such terms shall apply

when replaced by a
14. **No Waiver**

No failure or delay by either Party shall be deemed to be a waiver of any provision of the Agreement or a breach of the same or any

15. **Further Assurance**

Each Party shall execute and do all such acts and deeds as may be necessary to carry out the Agreement into full force and effect.

16. **Costs**

Subject to any provisions to the contrary, each Party to the Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of the Agreement.

17. **Set-Off**

Neither Party shall be entitled to set-off or sums received in respect of any other agreement at any time.

18. **Assignment and Sub-Contracting**

18.1 [Subject to sub-Clause 18.2, neither Party may assign (otherwise than by floating charge) or sub-license, sub-contract or otherwise transfer any of its rights thereunder, or its obligations thereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

18.2 [[Subject to the provisions of sub-Clause 18.1, either Party shall be entitled to perform all or any of its obligations under the Agreement through a member of its group or through a duly appointed subcontractor or sub-contractor. Any act or omission of such subcontractor or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.]

19. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

20. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

21. **Non-Solicitation**

21.1 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was previously engaged by the other Party at the time of the termination of the Agreement, without the express written consent of the other Party.

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that Party].

21.2 Neither Party shall, <<insert period>> after its termination Party any customer cause damage to consent of that Party

ment and for a period of <<insert period>> after its termination Party any customer cause damage to consent of that Party

22. **Third Party Rights**

22.1 [No part of the Agreement accordingly the Contract the Agreement.]

ment and for a period of <<insert period>> after its termination Party any customer cause damage to consent of that Party

OR

[The Parties acknowledge so benefit <<insert period>> purposes of the Contract thereto, the Parties third parties under t

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

22.2 Subject to this Clause transferee, success

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

23. **Notices**

23.1 All notices under this if signed by, or on notice.

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

23.2 Notices shall be de

given:

23.2.1 when delivered registered m

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

23.2.2 when sent, generated; c

and a successful return receipt is

23.2.3 on the fifth ordinary ma

g mailing, if mailed by national

In each case notice address notified to t

the most recent address or e-mail

24. **Entire Agreement**

24.1 [[Subject to the pro the entire agreement and may not be mo authorised represen

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

24.2 Each Party acknowledge on any representation provided in the Agreement implied by statute c by law.

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

25. **Counterparts**

The Agreement may be en to it on separate counterparts an original, but all the c instrument.

ment is intended to benefit and shall of third party / parties>> for the Contract Parties) Act 1999 and, subject to confer any rights on any other

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26. **Severance**

In the event that one or more provisions of the Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement and the remainder of the Agreement shall remain valid and enforceable.

of the Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement and the remainder of the Agreement shall remain valid and enforceable.

27. **Dispute Resolution**

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

27.2 [If negotiations under these Terms and Conditions do not resolve the matter within <<insert period>> days of the date of the dispute, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.

27.2 [If negotiations under these Terms and Conditions do not resolve the matter within <<insert period>> days of the date of the dispute, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.

27.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the dispute, either Party may refer the dispute to arbitration by either Party.

27.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the dispute, either Party may refer the dispute to arbitration by either Party.

27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

27.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other relief.

27.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other relief.

27.6 The Parties hereby agree that the final method of dispute resolution under these Terms and Conditions shall be final and binding on both Parties.

27.6 The Parties hereby agree that the final method of dispute resolution under these Terms and Conditions shall be final and binding on both Parties.

28. **Law and Jurisdiction**

28.1 These Terms and Conditions and any dispute arising out of or relating to the Agreement (including any non-contractual matters) shall be governed by and construed in accordance with the laws of England and Wales.

28.1 These Terms and Conditions and any dispute arising out of or relating to the Agreement (including any non-contractual matters) shall be governed by and construed in accordance with the laws of England and Wales.

28.2 Subject to the provisions of these Terms and Conditions, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to the Agreement (including any non-contractual matters) shall be referred to and determined by the courts of England and Wales.

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