

AFFILIATE PROGRAMME TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions apply to the Affiliate Programme (“the Affiliate Programme”) which is operated by a company registered in <<insert country>> with a <<insert Registration Number>> (“the Company”).

The Company operates the <<insert Company Website>> (“the Company Website”) for the purpose of providing <<insert services>> to its users.

The Company also operates <<insert Affiliate Websites>> (“the Affiliate Websites”) for the purposes of marketing <<insert services>> to their users.

The Affiliate Websites shall include one or more Affiliate Link Pages on their Affiliate Websites which shall link to an Affiliate Landing Page on the Company Website.

By accepting these Terms and Conditions, the Affiliate hereby applies to become a member of the Affiliate Programme and shall be bound by the terms and conditions set out in Clause 2.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

“Affiliate Landing Page”

“Affiliate Link Page”

“Affiliate Referred User”

“Affiliate Website”

“Agreement”

“Commission”

“Completed Sale”

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<<insert name>> Affiliate Programme by <<insert Company name>> [a company registered in <<insert country>> under number <<Company Registration Number>> at] OR [of] <<insert Address>>

<<insert URL>> (“the Company Website”) for the purpose of providing <<insert services>> to its users.

<<insert Affiliate Websites>> (“the Affiliate Websites”) for the purposes of marketing <<insert services>> to their users.

<<insert Affiliate Websites>> shall include one or more Affiliate Link Pages on their Affiliate Websites which shall link to an Affiliate Landing Page on the Company Website.

By accepting these Terms and Conditions, the Affiliate hereby applies to become a member of the Affiliate Programme and shall be bound by the terms and conditions set out in Clause 2.

In these Terms and Conditions, the following expressions shall have the meanings:

“Affiliate Landing Page” means a page on the Company Website that the Affiliate shall link to from the top and that will be co-branded with the Affiliate’s branding and the Company’s branding.

“Affiliate Link Page” means a page on the Affiliate Website which shall link to an Affiliate Landing Page on the Company Website.

“Affiliate Referred User” means a user who has clicked through to the Company Website from an Affiliate Link Page;

“Affiliate Website” means the website of an Affiliate enrolled in the Affiliate Programme;

“Agreement” means the Agreement entered into by the Company and the Affiliate incorporating these Terms and Conditions, which shall govern the Affiliate Programme, as set out in Clause 2;

“Commission” means the Commission on payable by the Company to the Affiliate on Completed Sales, as set out in Clause 7;

“Completed Sale” means a purchase of services offered for sale on the Company Website by an Affiliate Referred User who has clicked through directly to the Company Website from an Affiliate Link Page and that purchase was completed during a single browser session;

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“Confidential Information”

either Party, information which is provided by the other Party pursuant to the Agreement (whether orally or in writing or by any other medium, and whether or not the information is expressly stated to be confidential or otherwise)

“Effective Date”

the date of the Agreement, as described in sub-clause 1.1

“Net Revenue”

for each Completed Sale, the gross revenue received by the Company, exclusive of VAT and other taxes, after the deduction of any rebate, discount, commission or other adjustment granted or received by the Company in relation to that Completed Sale, and any interest or other charges (including interest) paid or payable by the Company (other than the Affiliate) in relation to that Completed Sale

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1.2 Unless the context otherwise requires, all references in these Terms and Conditions to:

each reference in these Terms and Conditions to:

1.2.1 “writing”, and any other form of communication, includes a reference to any communication by electronic or facsimile transmission or any other means of communication

includes a reference to any communication by electronic or facsimile transmission or any other means of communication

1.2.2 a statute or regulation or any provision of any statute or regulation

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

1.2.3 “these Terms and Conditions”

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

1.2.4 a Clause or Clauses of these Terms and Conditions;

is a reference to a Clause of these Terms and Conditions;

1.2.5 a “Party” or “parties”

is a reference to the parties to the Agreement.

1.3 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.

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.

1.4 Words imparting the masculine gender shall include the plural and vice versa.

shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

shall include the other gender.

1.6 References to persons shall include corporations.

shall include corporations.

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2. Enrolment in the Affiliate Program

2.1 By enrolling in the Affiliate Program, the Affiliate agrees that, at the time of registration, they will provide complete and accurate registration data and that they will keep the registration data up to date and notify the Company of any future changes.

The Affiliate agrees that, at the time of registration, they will provide complete registration data and that they will keep the registration data up to date and notify the Company of any future changes.

2.2 Acceptance of these Terms and Conditions by the Affiliate and the Affiliate’s indication that they wish to enrol in the Affiliate Program shall constitute an application to enrol in the Affiliate Program. The Company may, at its sole discretion, accept or reject such application.

and the Affiliate’s indication that they wish to enrol in the Affiliate Program shall constitute an application to enrol in the Affiliate Program. The Company may, at its sole discretion, accept or reject such application.

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2.3 The Company may, at its discretion, accept the Affiliate's acceptance of the Company's Terms and Conditions. If the Company rejects the Affiliate's application, the Company will explain in writing the reasons for rejection. [The Affiliate may appeal against the rejection of its application. If, on the basis of the Company's reasons for rejection, the Affiliate may be rectified, the Affiliate may apply to enrol in the Affiliate Programme.]

view the Affiliate Website following the Terms and Conditions. In the event that the Affiliate's application is accepted, a contract will be formed between the Company and the Affiliate. The Company will explain in writing the reasons for rejection. [The Affiliate may appeal against the rejection of its application. If, on the basis of the Company's reasons for rejection, the Affiliate may be rectified, the Affiliate may apply to enrol in the Affiliate Programme.]

2.4 Upon the Company's acceptance of the Affiliate's application, the Affiliate Programme Agreement shall be formed between the Company and the Affiliate, subject to the Terms and Conditions ("the Agreement"). The Agreement is formed on the Effective Date.

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2.5 The Agreement shall not restrict or prevent the Company from entering into different arrangements with third parties.

The Agreement shall not restrict or prevent the Company from entering into different arrangements with third parties.

3. The Company's Obligations

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3.1 The Company shall ensure that the Company Website is operating and maintaining the Affiliate Programme.

The Company shall ensure that the Company Website is operating and maintaining the Affiliate Programme.

3.2 The Company shall ensure that the Affiliate Landing Pages are maintained.

The Company shall ensure that the Affiliate Landing Pages are maintained.

3.3 The Company shall ensure that the Affiliate Landing Pages contain the required materials provided by the Affiliate (including, but not limited to, a brief description of the Affiliate Programme, in accordance with the instructions provided by the Affiliate).

The Company shall ensure that the Affiliate Landing Pages contain the required materials provided by the Affiliate (including, but not limited to, a brief description of the Affiliate Programme, in accordance with the instructions provided by the Affiliate).

3.4 The Company shall ensure that the Affiliate Landing Pages include the code for the link and [an image file] OR [an image file].

The Company shall ensure that the Affiliate Landing Pages include the code for the link and [an image file] OR [an image file].

3.5 Access to the Company Website shall be provided to all Affiliate Referred Users in accordance with the standard website terms of use, terms of sale, terms of service, and other applicable terms and policies which may apply.

Access to the Company Website shall be provided to all Affiliate Referred Users in accordance with the standard website terms of use, terms of sale, terms of service, and other applicable terms and policies which may apply.

3.6 The Company reserves the right to change the name of the Company Website at any time without notice.

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4. Affiliate's Obligations

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4.1 The Affiliate shall use its reasonable endeavours to market and promote the Company's services via the Affiliate Link Page(s) in order to generate a maximum number of Completed Sales.

The Affiliate shall use its reasonable endeavours to market and promote the Company's services via the Affiliate Link Page(s) in order to generate a maximum number of Completed Sales.

4.2 The Affiliate shall ensure that the Affiliate Website as under sub-Clause 5.1 and provided in sub-Clause 5.2.

The Affiliate shall ensure that the Affiliate Website as under sub-Clause 5.1 and provided in sub-Clause 5.2.

4.3 The Affiliate shall ensure that the Affiliate Website is maintained with all reasonable co-operation and assistance in the performance of its obligations under the Agreement.

The Affiliate shall ensure that the Affiliate Website is maintained with all reasonable co-operation and assistance in the performance of its obligations under the Agreement.

4.4 The Affiliate shall provide access to any and all information which may be requested by the Company in relation to the Affiliate Programme.

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Company's performance under the Agreement.

4.5 The Affiliate shall comply with all laws and regulations with respect to its business and operations.

4.6 In the event of any breach of obligations under the Agreement, the Affiliate shall proportionately adjust its performance as is reasonable.

4.7 The Affiliate shall not bind the Company with respect to Affiliate Referred Parties or any other party. The Affiliate shall not be appointed an agent for any purposes. The Affiliate shall not make any commitment about or on behalf of the Company, the Company's services.

5. **The Affiliate Website and Content**

5.1 The Affiliate shall be responsible for creating and maintaining the Affiliate Website including, but not limited to, all links to the Company Website.

5.2 The Affiliate shall, [promptly, following the Company's request] OR submit the following materials to the Company:

5.2.1 Images for use on the Affiliate Link Page (including, but not limited to, the Affiliate Website);

5.2.2 [Copy for inclusion on the Affiliate Link Page;]

5.2.3 Designs and graphics for the Affiliate Link Page(s) for the Company's approval;

5.2.4 Changes to the Affiliate Link Page(s) or its Affiliate Link Page(s) made following feedback from the Company, as applicable, for the Company's approval;

5.2.5 <<insert additional materials as required>>.

6. **Affiliate Reports**

Within <<insert period>> after the end of each calendar month, the Company shall provide to the Affiliate a report containing the following information:

6.1 The total number of unique visitors to the Company Website from the Affiliate Link Page(s);

6.2 The number of Affiliate Referred Parties who have registered on the Company Website; and

6.3 The number of Commissionable Sales from the Affiliate as set out below.

7. **Commission and Payment**

7.1 The Company shall pay the Affiliate Commission at the rates set out in sub-Clause 7.2 on the Net Sales basis.

7.2 Commission shall be payable on the following basis:

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Completed Sales	Rate of Commission
One to <<insert number>>	<<insert percentage>>%
<<insert number>> to <<insert number>> calendar month	<<insert percentage>>%
<<insert additional tiers as required>>	<<insert additional tiers as required>>

- 7.3 Commission shall be calculated on a monthly basis. If the Company's revenue for a calendar month is less than the minimum revenue specified in the Agreement, the Commission shall be zero.
- 7.4 All sums payable to the Affiliate shall be paid in addition to the Affiliate's other obligations.
- 7.5 The Affiliate shall provide the Company with its contact details or address details changed since the date of the Agreement and shall complete any and all forms required by Revenue & Customs and any other applicable public authorities.
- 7.6 The report specified in the Agreement shall include a statement of the sums due from the Company to the Affiliate for the calendar month to which the report applies. The Affiliate shall provide such sums to the Affiliate within 30 calendar days after the receipt of a proper invoice, or, if later, within 7 calendar days of the receipt of a proper invoice.
- 7.7 In the event of any fraud and where such fraud has occurred through any fault of the Affiliate, the Affiliate shall be responsible for the repayment of any related Commission.

8. Intellectual Property Rights

- 8.1 Upon the Affiliate's enrollment in the Affiliate Programme, the Company shall grant to the Affiliate a non-exclusive, non-transferable, royalty free licence to use the Company's trademarks and all other materials provided by the Company to the Affiliate, including but not limited to the Affiliate's obligations under the Agreement.
- 8.2 By enrolling in the Affiliate Programme, the Affiliate shall grant to the Company a non-exclusive, non-transferable, royalty free licence to use the Affiliate's trademarks and any other materials provided by the Affiliate to the Company to the extent required to operate the Affiliate Programme and to perform the Affiliate's obligations under the Agreement.
- 8.3 The Affiliate acknowledges that the Company (and its licensors, as applicable) own all rights in the Company Website, any materials provided to the Affiliate to use the Company's services. Except as expressly stated herein, the Affiliate shall not grant the Affiliate any rights in or to or in any copyright, trademark (registered or unregistered), trade name or any other rights or licences belonging to the Company.

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8.4 The Company acknowledges that the Affiliate (and its licensors, as applicable) own all rights in the Affiliate Website and any materials provided as expressly stated herein, the Agreement shall not grant any rights to or in any copyrights, patents, database registered or unregistered), trade names, trade secret licences belonging to the Affiliate.

9. Confidentiality

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9.1 Except as provided in writing by the other Party, each Party shall ensure the continuance of the Agreement and [for <<insert per] copy or termination:

- 9.1.1 keep confidential information;
- 9.1.2 not disclose information to any other party;
- 9.1.3 not use any information for any purpose other than as contemplated in the Terms and Conditions;
- 9.1.4 not make any disclosure in any way or part with possession of any Confidential Information;
- 9.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or consultants, which, if done by that Party, would constitute a breach of the Confidential Information Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

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- 9.2.1 disclose any Confidential Information to:
 - a) any sub-contractor of the Party;
 - b) any governmental or regulatory body; or
 - c) any employee, agent, subcontractor or of any of the aforementioned persons, parties or bodies

to such extent as may be required by law. In each case that Party shall first ensure that the Confidential Information is not public knowledge and (except where the disclosure is required by law under sub-Clause 9.2.1(b) or any other Party) obtaining and submitting to the relevant authority the necessary undertaking from the party in question. Such disclosure shall be as nearly as practicable in the form and to use the Confidential Information confidential for which the disclosure is made;

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of the Agreement, in writing, in the public domain, or otherwise, public knowledge through no fault of that Party, or if it is otherwise in public knowledge. That Party must not disclose Confidential Information which is not public knowledge.

9.3 The provisions of these Terms shall remain in force in accordance with their terms, notwithstanding the expiry of the Agreement for any reason.

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10. **Data Protection**

10.1 Each Party shall at its expense, ensure that it complies with the requirements in force from time to time in the jurisdiction in which it processes personal data, and shall assist the other Party in complying with the same.

10.2 The legislation and regulatory requirements referred to in sub-Clause 10.1 include, but are not limited to, the GDPR (the retained EU law version of Regulation (EU) 2016/679), as it forms part of the law of England and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003.

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11. **Indemnity**

11.1 Subject to sub-Clause 11.3, the Indemnifying Party shall indemnify the Company against all liabilities, costs, damages, losses, claims, suits, actions, proceedings, settlements, judgments, awards, interest, penalties, fines, and all other reasonable expenses (including reasonable attorneys' fees) arising out of or in connection with the sale of goods or services.

11.2 Subject to sub-Clause 11.3, the Indemnifying Party shall indemnify the Affiliate against all liabilities, costs, damages, losses, claims, suits, actions, proceedings, settlements, judgments, awards, interest, penalties, fines, and all other reasonable expenses (including reasonable attorneys' fees) arising out of or in connection with the sale of goods or services.

11.3 The indemnities set forth in sub-Clauses 11.1 and 11.2 shall apply provided that:

11.3.1 The indemnifying Party shall provide prompt notice of any such claim;

11.3.2 The indemnifying Party shall provide reasonable co-operation to the other Party in the defense of such claim at the indemnified Party's expense;

11.3.3 The Indemnifying Party shall have the sole authority to defend or settle any such claim.

The Indemnifying Party shall indemnify the Company against all liabilities, costs, damages, losses, claims, suits, actions, proceedings, settlements, judgments, awards, interest, penalties, fines, and all other reasonable expenses (including reasonable attorneys' fees) arising out of or in connection with the sale of goods or services.

The Indemnifying Party shall indemnify the Affiliate against all liabilities, costs, damages, losses, claims, suits, actions, proceedings, settlements, judgments, awards, interest, penalties, fines, and all other reasonable expenses (including reasonable attorneys' fees) arising out of or in connection with the sale of goods or services.

The indemnities set forth in sub-Clauses 11.1 and 11.2 shall apply provided that:

The indemnifying Party shall provide prompt notice of any such claim;

The indemnifying Party shall provide reasonable co-operation to the other Party in the defense of such claim at the indemnified Party's expense;

The Indemnifying Party shall have the sole authority to defend or settle any such claim.

12. **Liability**

12.1 Subject to sub-Clause 12.2, the Party shall be liable to the other, whether in contract, tort (including negligence), or otherwise, for any loss of profit or anticipated savings.

12.2 Subject to sub-Clause 12.2.1, the Party shall be liable to the other, whether in contract, tort (including negligence), or otherwise, for:

12.2.1 Any loss arising from the termination of the Agreement or any decision not to terminate the Agreement.

The Party shall be liable to the other, whether in contract, tort (including negligence), or otherwise, for any loss of profit or anticipated savings.

The Party shall be liable to the other, whether in contract, tort (including negligence), or otherwise, for:

Any loss arising from the termination of the Agreement or any decision not to terminate the Agreement.

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12.2.2 Any loss that is a direct or secondary consequence of any act or omission of the Party shall be limited to the amount of the sum insured.

12.3 Subject to sub-Clause 12.2, the liability of either Party to the other in respect of all other claims (whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £<<insert sum>> for the entire term of the Agreement (including renewals).

12.4 Nothing in these Terms shall limit or exclude the liability of either Party to the other for personal injury caused by its negligence or the negligence of its employees, agents, sub-contractors or advisers; fraud or fraudulent misrepresentation; liability under the indemnity provisions set out above or for any other matter in respect of which it would be liable in strict liability.

13. Term and Termination

13.1 The Agreement shall commence on the Effective Date and shall continue for an agreed Term in accordance with the provisions of this Clause 13.

13.2 Either Party shall have the right to terminate the Agreement by giving not less than <<insert notice period>> written notice to the other Party at any time prior to the expiry of the Term specified in the Agreement for any further period for which the Agreement has been renewed or extended.

13.3 The Company may terminate the Agreement on notice at any time if it discontinues or withdraws from (in whole or in part) the Affiliate Programme. The Company shall use its reasonable endeavours to provide the Affiliate with as much notice as is reasonable in the circumstances. Such termination shall be without any liability to the Affiliate.

13.4 [Either Party may terminate the Agreement by giving to the other not less than <<insert notice period>> written notice to expire on or at any time after the expiry of the Term specified in the Agreement.]

13.5 Without prejudice to the remedies to which either Party may be entitled, either Party shall be liable to the other (without liability to the other) if:

13.5.1 any sum owed to the other Party under any of the provisions of the Agreement is not paid within <<insert period>> of the due date for payment;

13.5.2 the other Party is in breach of any of the provisions of the Agreement and the breach is capable of remedy, and the other Party fails to remedy the breach within <<insert period>> after being given written notice giving details of the breach and requiring it to be remedied;

13.5.3 an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a charge is created over any of the property or assets of that other Party;

13.5.4 the other Party enters into any arrangement with its creditors or, being a company, enters into an administration order (within the meaning of section 86 of the Insolvency Act 1986);

13.5.5 the other Party is an individual, partnership, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a voluntary arrangement).

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14. Effects of Termination

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15. Force Majeure

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majeure for a continuing period of <<insert period>>, the other Party may at its discretion terminate the Agreement by <<insert period>> written notice at the end of

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16. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver by either Party of a breach of any provision of the Agreement or any subsequent breach of the same or any

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17. **Further Assurance**

Each Party shall execute and deliver such deeds, documents, and things as may be necessary to carry out the Agreement into full force and effect.

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18. **Costs**

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

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19. **Assignment and Other Dispositions**

19.1 The Affiliate shall not assign, sub-charge (otherwise than by floating charge), declare a trust over, or sub-let or otherwise delegate any of its rights under the Agreement or its obligations thereunder without the prior consent not to be unreasonably withheld.

19.1 The Affiliate shall not assign, sub-charge (otherwise than by floating charge), declare a trust over, or sub-let or otherwise delegate any of its rights under the Agreement or its obligations thereunder without the prior consent of the Company, such consent not to be unreasonably withheld.

19.2 The Company may not assign, sub-charge, declare a trust over, or sub-let or otherwise delegate any of its rights under the Agreement, or its obligations thereunder, without the prior consent of the Affiliate.

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20. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in the Agreement.

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21. **Third Party Rights**

No part of the Agreement shall be intended to confer any rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

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22. **Notices**

22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

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22.2 Notices shall be deemed to have been given to a Party at the address set out in the Agreement.

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22.2.1 when delivered by a registered messenger or other messenger (including during business hours of the recipient); or

22.2.2 when sent, by e-mail or e-mail and a successful transmission is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notice shall be given to the most recent address, e-mail address, or facsimile address of the other Party.

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23. Entire Agreement

23.1 The Agreement, in its entirety, constitutes the entire agreement between the Parties in respect to its subject matter and may not be modified or amended in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party shall accept the Agreement as it stands. In entering into the Agreement, it does not rely on any representation or warranty other provision except as expressly provided in the Agreement. The Agreement shall prevail over any conditions, warranties or other terms implied by statute or common law to the fullest extent permitted by law.

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24. Severance

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, or otherwise unenforceable, that / those provision(s) shall be severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall remain valid and enforceable.

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25. Law and Jurisdiction

25.1 The Agreement and any non-contractual matters arising herefrom or associated therewith shall be governed by the laws of England and Wales.

25.2 Any dispute, controversy or claim between the Parties relating to the Agreement or the non-contractual matters (including any non-contractual matters and obligations arising herefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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