



TERMS AND CONDITIONS FOR VENUE HIRE

These Terms and Conditions accompany a Proposal (the "**Proposal**") issued by the member of Conference Oxford named in the Proposal ("**us**") for the hire of the Venue described in that Proposal.

These Terms and Conditions, together with the Proposal and any annexes, schedules or other documents incorporated in such documents, comprise a legally binding agreement between us and agreed between us and the person identified as the Hirer in the Proposal ("**you**") (the "**Agreement**").

The Agreement governs the hire to you of the Venue for the purposes of the Event, together with the provision of any associated catering services, accommodation or other additional services which we have agreed to provide. In relation to some Venues, as will have been identified in the Proposal, the catering services to be provided to you in connection with the Event may be subject to a separate contract between you and the relevant caterer, to which we are not a party and for which we are not responsible.

The Agreement may be formed before the Proposal is complete (for example, if you have yet to determine certain details of the Event or to provide certain information). The parties may update the Proposal or associated documents such as menus or accommodation requirements from time to time by written agreement, including in e-mail correspondence and in these terms and conditions a reference to the Proposal is to the most recently-agreed iteration of the Proposal together with its associated documents.

1. Interpretation

1.1 Capitalised terms in these Terms and Conditions have the meanings given in the Proposal if no other meaning is given below. Otherwise:

"**Accredited Supplier**" means a supplier of goods or services (such as floristry, lighting, staging, AV equipment or entertainment) on our list of approved suppliers;

"**Fees**" means those fees payable to us identified in the Proposal, together with any other fees, costs or charges payable to us in accordance with these Terms and Conditions; and

"**Premises**" means our premises, including the Venue(s) and any accommodation or ancillary areas which we may permit you to use.

1.2 Unless the context otherwise requires: i) the singular includes the plural and vice versa; ii) words following the terms "**including**", "**include**", "**in particular**" or similar are illustrative rather than exhaustive; and iii) reference to a statute or statutory provision is a reference to it as amended from time to time.

1.3 Any reference to our consent, approval or instructions refers to consents, approvals or instructions from our Event Manager (who shall serve as your first point of contact and who may escalate matters to the University Representative as appropriate) or from the University Representative during the Hire Period.

1.4 In the event of any conflict between any Special Terms set out in the Proposal and the provisions of these Terms and Conditions, the Special Terms shall prevail.



2. Hire and Payment

- 2.1 In consideration of the payment by you of the Fees, and compliance by you with the obligations set out in this Agreement, we will make the Venue available to you for the Hire Period, for the purposes of the Event (subject to our rights of substitution under clause 5.13) and provide any agreed catering, accommodation or other additional services to you.
- 2.2 Once the Agreement is formed, we will issue an invoice for the Deposit in accordance with the Proposal.
- 2.3 Except in the circumstances described in clause 11.3, the Deposit is non-refundable.
- 2.4 All sums are stated exclusive of VAT, which will be payable in addition where applicable.

3. Co-ordination

- 3.1 The person named as your contact in the Proposal is responsible for co-ordinating all necessary arrangements relating to the Event with our Event Manager. During the Hire Period your and our Representatives shall both remain at the Venue and shall liaise in relation to the conduct of the Event. Your Representative must remain sober, on site and available at all reasonable times during the Hire Period.
- 3.2 You warrant that:
 - (a) the person named as your contact in the Proposal has authority to agree all aspects of the use of the Premises for the Event, and to agree amendments to the Proposal, with us from time to time; and
 - (b) your Representative has authority to ensure compliance by all Visitors with the requirements of the Agreement, and in particular with our instructions to safeguard the Premises and its contents.
- 3.3 You must ensure that all Visitors are aware of the relevant requirements of the Agreement, fully comply with them, and follow the instructions of our personnel.
- 3.4 We are entitled to be present at the Premises at all times. The entrance of the Premises will be staffed by our personnel throughout the Event. You will provide a representative to accompany them in order to identify Guests and other Visitors.
- 3.5 At least ten (10) working days prior to the Event, you must provide to us:
 - (a) a full list of Visitors must be provided to us at least ten (10) working days prior to the Event, in particular including details of any high-profile Guest(s) who may require additional security protection which you propose to arrange, or any special accommodation requirements; and
 - (b) a final draft of the Event programme (to the extent not already agreed with us) in order for us to confirm its conformity to the services we are able to offer (in particular as regards meal times).



- 3.6 We will not unreasonably refuse a request from you to increase or decrease the number of Guests from the number specified in the Proposal, provided that:
- (a) the request is made in good time (and no later than fourteen (14) days prior to the Event);
 - (b) we may require the payment of an additional Deposit in relation to increased numbers;
 - (c) no return of the Deposit will be made in relation to decreased numbers (although we may reduce the overall Fees in the Proposal subject to any minimum number)
- 3.7 If we are providing catering services to you, you must work with our Representative to ensure that all dietary requirements or allergen information of any Visitors have been communicated to us accurately and in good time prior to the Event, within such timings as we may specify. If you have not done so, it will be your responsibility and not ours to ensure that any special dietary requirements are met. You must also ensure that you have obtained the express consent of each Visitor to the disclosure to us of their dietary requirements. We do not guarantee that we will be able to accommodate all dietary requirements.
- 3.8 We will not admit to the Premises any person who has not been identified to us in advance as a Visitor.
- 3.9 If any members of the press are expected to attend the Event, you must inform us at least five (5) working days prior to the Event, designate a representative to remain with them at all times and inform us in advance of the identity of that representative.

4. Your Responsibilities

- 4.1 You warrant that:
- (a) all information provided by you to us (including in relation to the purpose of the Event) was at the time of disclosure and shall remain until the end of the Hire Period truthful and accurate;
 - (b) the Venue shall only be used for the purposes of the Event in accordance with the Agreement;
 - (c) if you are arranging the Event for a third party, you have notified us of that third party's name and business;
 - (d) the number of Guests and the number of Visitors at the Event shall not exceed the respective maximum numbers set out in the Proposal;
 - (e) you shall at all times ensure the proper and careful use of the Premises and shall not allow any activity which may damage the Venue, Premises or any neighbouring site or which may be or become a nuisance, annoyance or disturbance to us or any neighbouring site;
 - (f) you shall strictly adhere to the Start Time and End Time for the Event. The End Time for the Event, and where applicable the End Time for each day of the Event, shall be no later than 0000. Bars must stop serving all beverages thirty (30) minutes before the End Time



and any music, other entertainment or other loud noise must stop fifteen (15) minutes before the End Time;

- (g) you shall during the Event keep the Premises in a safe condition;
- (h) you shall as soon as possible (and in any event within twenty-four (24) hours) notify us of any damage to the Venue, Premises or to any objects, contents or fittings in or at the Venue or Premises (and clause 8.2 shall apply);
- (i) you shall comply with any conditions imposed by any consent or permission that has been obtained for the purposes of the Event;
- (j) you shall, and shall procure that all Visitors shall:
 - (i) comply with all laws, regulations and codes of practice (whether issued by us or otherwise) applicable to the Premises or the Event;
 - (ii) comply with such restrictions or conditions as we may impose in relation to the Event including in relation to access, supplies, parking, movement of vehicles and/or routing of power leads; and
 - (iii) comply with all guidelines issued by us, including in relation to power supply and lighting, fire safety precautions and precautions against causing damage; and
- (k) you shall, where appropriate, inform the police, local fire, and rescue authorities, local government bodies (including environmental health) of the Event taking place at the Venue, comply with any recommendations they may be given on their behalf in relation to the Event, and supply evidence of such compliance to us on request.

4.2 You shall ensure that appropriate risk assessments are performed for all activities to be conducted at the Venue as part of the Event and that you or your suppliers provide such risk assessments to us on request. We may require you to implement, and/or to pay the cost of, any special precautions we require to address such risk. In particular, if any aspect of the Event may involve any fire risk you must seek written approval from us at least thirty (30) days in advance of the Hire Period.

4.3 Without limiting your other obligations under this clause 4, you agree and acknowledge that:

- (a) our staff are entitled to a dignified and supportive working environment. We insist that they are treated with dignity, respect and courtesy at all times, and reserve the right to immediately remove from the Premises any person who bullies or harasses our staff or who we otherwise determine has behaved unacceptably towards them;
- (b) it is of paramount importance to us that our reputation and core values are upheld, including in relation to ethical practices and social responsibility. We reserve the right to halt any activities at the Venue, and refuse entry to or remove any person, whose conduct is incompatible with that reputation and those core values, including in relation to any:
 - (i) unlawful activity, such as libellous, infringing or discriminatory activity, or any involvement in national or international crimes;



- (ii) activity which we otherwise deem to be inappropriate, unseemly or offensive, especially if not disclosed to and approved by us in advance.

5. The Venue, Accommodation, Access and Occupation

- 5.1 You may only occupy the Premises during the Hire Period, which includes half an hour before and after the Event during which you may access the Venue for set-up and breakdown. Without limiting our other remedies, we may charge an overrun fee if you or any Visitors occupy the Venue beyond the Hire Period. The overrun fee is £350 per half-hour of occupation, plus any additional costs which may be incurred by us.
- 5.2 Guests may only arrive at the Premises at the Start Time and must report to the entrance specified in the Proposal. We will specify any areas of the Venue and/or Premises which can be used for preparation or set-up for the Event, and any permitted times for set-up (which will not include any period during which the Venue is open to the public).
- 5.3 Unless otherwise agreed with us, if you have booked accommodation at the Premises, the accommodation shall be:
 - (a) allocated by us and subject to change (although we will endeavour to give you as much notice as possible of any changes to the accommodation arrangements);
 - (b) available only to Guests over the age of sixteen (16) years old;
 - (c) available for Guests to check-in from 2pm on the first day of the Event and must be vacated by 10am on the final day of the Event; and
 - (d) payable in full at the agreed rate set out in the Proposal, including if it is unoccupied by any Guest who fails to attend the Event for any reason.
- 5.4 No changes, additions or alterations in or to the Premises (interior or exterior) and/or the contents thereof may be made except as agreed in writing in advance by us, all of which shall be of a temporary nature only and strictly necessary for the purposes of the Event. You may not erect scaffolding or affix screws or nails to any building, structure or object at the Venue or the Premises without our prior written consent.
- 5.5 No equipment or structures of any kind may be erected on or attached to any part of the Premises, its contents or our equipment without our prior written approval.
- 5.6 Proposals for any temporary structures or fixings, supports for heavy-equipment, ground protection, and the like must be submitted for our approval at least forty-five (45) days before the Hire Period. All such items must be erected in accordance with applicable British Standards and to our satisfaction.
- 5.7 Furniture, paintings, display cases or other contents in or at the Premises may not be moved without our prior written consent, and then only by our staff or under their direct supervision and at your additional cost.
- 5.8 You must take precautions to prevent damage to floors or floor coverings. For example, equipment may need rubber-tipped feet or protective boards underneath, and heavy work-boots or stiletto heels may be forbidden in particular areas.



- 5.9 Any vehicular access to the Premises must be with our prior written consent and confined to such routes as are approved by us in advance.
- 5.10 We may substitute and otherwise alter displays of art and/or objects in the Venue at any time without prior notice and without liability to you.
- 5.11 We may insist on the immediate departure of any Visitor from the Venue and/or the Premises if we consider that the conduct or behaviour of that person is unacceptable.
- 5.12 We may enter any part of the Premises at any time during the Hire Period and interrupt or terminate the Event, without liability to you, if we believe that the structure or content of the Venue and/or the Premises is at risk of damage or the safety of the Visitors or other persons is at risk.
- 5.13 If for any reason the Premises or any part of the Premises becomes, or is likely to become, unavailable, we may without liability to you substitute alternative function space within the Premises of a similar standard to the Venue for the Event. In particular, we may do so in connection with remodelling or with the relocation of antiquities, artworks or other precious objects. We will use reasonable endeavours to notify you as early as possible of any such substitution.

6. Publicity

You may not use our name, trade marks or logos, or the names, trademarks or logos of the Venue, the University of Oxford, any of its Colleges, or Conference Oxford without our prior written consent, except as necessary for inviting and directing Visitors to the Event; nor hold yourself out as a representative of or in any way connected with or affiliated with us, the Venue, the University of Oxford, any of its Colleges or Conference Oxford. You may not advertise the Event to the public by any means without our prior written approval.

7. Insurance

You must before the start of the Hire Period take out public liability insurance cover with a reputable insurer to a level of cover of at least £5,000,000 per occurrence, either in your name or in the name of your representative (in which case both you and your representative must sign). You must provide a copy of any relevant policy, together with evidence of payment of the applicable premium, to us prior to the start of the Hire Period.

8. Removal and Restoration

- 8.1 Unless agreed otherwise in writing, you shall be responsible for removing from the Venue, the Premises and any access routes before the end of the Hire Period and to the satisfaction of our Event Manager:
- (a) all equipment used for the Event (including, without limitation, toilets, temporary structures, mobile facilities) not supplied by us; and
 - (b) all litter, waste or recyclable materials resulting from the Event,

and if you do not we may conduct our own removal and charge you for our costs.



8.2 You shall be responsible for all costs of fully restoring and reinstating the Premises to its condition prior to the Hire Period. Unless otherwise agreed, we shall undertake any repairs, reinstatements or restorations ourselves and pass all costs incurred on to you, which may include the costs of specialist craftspeople or consultants (particularly in relation to works or art or items of value).

8.3 We accept no responsibility for any items or articles brought to the Premises by any Visitor or for any item or articles left at the Premises following the conclusion of the Event. We may remove and dispose of anything left at the Premises after the Hire Period.

9. Suppliers, Equipment, Catering and Entertainment

9.1 Unless otherwise agreed with us, you may only use Accredited Suppliers for the provision of services in connection with the Event. You acknowledge that:

(a) any agreement with an Accredited Supplier is between you and the relevant Accredited Supplier. We are not party to that agreement and not responsible for the Accredited Supplier or its performance; and

(b) breach of this obligation will entitle us to terminate under Clause 11.2.

9.2 You shall provide, at your own cost, any equipment required by us or by any relevant authority for health and safety reasons (for example, additional fire extinguishers) unless we have agreed in writing to provide them.

9.3 You may only bring equipment into the Premises for use at the Event with our prior written consent, and upon provision by you or the relevant supplier of a valid certificate showing that the equipment has been tested in accordance with applicable health and safety regulations. You must ensure that all equipment is removed from the Premises in accordance with our instructions within one (1) hour of the End Time of the Event.

9.4 You must provide our Event Manager with a full list of suppliers and equipment to be brought on site at least two (2) weeks prior to the Event.

9.5 All suppliers must provide the Event Manager with a copy of their public liability insurance (to a level of cover of at least £5,000,000 per claim) valid at the time of the Event together with risks assessments and method statements for the work to be carried out.

9.6 Suppliers must report to the Premises reception desk and be escorted by our staff at all times whilst on the Premises.

9.7 The use of naked flames, strobes, smoke or haze machines, dry ice, internal fireworks, party poppers, crackers, balloons, soil, sand or similar items is not permitted within the Premises. Smoking and vaporising are not permitted within the Premises.

9.8 No trading may take place at any Event without our prior written approval, any approval may be conditioned on:

(a) the relevant supplier having the required valid licences and regulatory documents and complying with all applicable legislation while carrying out trading activity; and/or



- (b) the payment of an additional Fee to us, in particular where such trading competes with our own trading or catering.
- 9.9 We may stop any trading and remove the relevant supplier if any of the conditions of trading required by us are not met.
- 9.10 Food and drink may only be consumed in the designated areas within the Venue. Visitors may not bring any food or drink to the Venue or consume any food or drink at the Venue other than as provided by us or an Accredited Supplier approved by us.
- 9.11 You shall ensure that no alcohol is served at the Event or brought into the Premises (except where supplied by an Accredited Supplier) without our prior written consent.
- 9.12 We, or any relevant third party caterer, may verify the age of any person consuming alcohol in the Venue and may instruct bar staff not to serve any person behaving in an inappropriate or unseemly manner.
- 9.13 You may play live and pre-recorded music during the Event in accordance with our PRS and PPL licences. You must adhere to any specified maximum level of sound or time restrictions specified by us in playing music or in any other entertainment.
- 9.14 Where the Event incorporates licensable activities which are not covered by licences held by us or by a relevant third party caterer, you must obtain the required licences at your own cost and provide copies to us on request.

10. Indemnity and Liability

- 10.1 You will indemnify us (and any of our officers, employees, agents or contractors) against all liabilities, losses, damages, costs and expenses suffered or incurred by us or them arising from:
 - (a) any third party claim brought or threatened against us or them arising from your breach of the Agreement, your negligence, or any other wrongful act or omission on your part or the part of any Visitor;
 - (b) any third party claim brought or threatened against us or them otherwise connected with the Event or your use of the Premises (except to the extent such claim is attributable to our breach of the Agreement or our negligence);
 - (c) any damage to the Premises, damage to or loss of any property at the Premises, or injury to any person caused by any Visitor;
 - (d) misuse of our IT networks or facilities by you or any Visitor; or
 - (e) your breach of the Agreement or any other negligence or wrongful act or omission on your part or the part of any Visitor.
- 10.2 We will notify you promptly if we become aware of any claim against which you are required to provide an indemnity under clause 10.1. We will not make any admission or settlement in relation to such claim without your prior written consent, which you may not unreasonably withhold, condition or delay.



- 10.3 You must notify us promptly of any claim brought or threatened against you or any other dispute in connection with the Event, providing such details as we may require.
- 10.4 Subject to clause 10.5:
- (a) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to an amount equal to the sums paid by you to us under the Agreement;
 - (b) we shall not be liable to you for: i) indirect or consequential damages or losses (including losses suffered by you or any Visitor arising from termination of the Agreement); or ii) any loss of profits, loss of revenue, loss of data, loss of goodwill, loss of contracts or loss of opportunity (in each case whether direct or indirect) which arise out of or in connection with the Agreement;
 - (c) we shall not be liable to you for loss of or damage to any property owned or hired by you or any Visitor; and
 - (d) we shall not be liable to you for any non-performance or delay in performance of the Agreement which is wholly or partially attributable to your acts or omissions or those of any Visitor or third party supplier.
- 10.5 Nothing in the Agreement excludes or limits our liability for any matter for which liability cannot lawfully be limited or excluded.

11. Cancellation and Termination

- 11.1 You may cancel the Agreement by written notice to us. In the event of cancellation, we shall be entitled to retain the Deposit and:
- (a) if cancellation occurs less than two months prior to the Event Date, may charge an additional cancellation fee of fifteen per cent (15%) of the Fee (which, together with the Deposit, shall total seventy-five per cent (75%) of the Fee); or
 - (b) if cancellation occurs less than one month prior to the Event Date, may charge an additional cancellation fee of forty per cent (40%) of the Fee (which, together with the Deposit, shall total one hundred per cent (100%) of the Fee),
- provided in each case that we will reduce the cancellation fee if and to the extent we mitigate our losses by successfully re-booking the space and/or resources which would have been used to provide the cancelled Event.
- 11.2 We may terminate the Agreement by written notice to you, and retain the Deposit, if:
- (a) you commit a material breach of the Agreement and (in the case of a material breach which is capable of remedy) fail to remedy that breach within such a reasonable period of time as we may specify. In particular, if you have failed to obtain and provide evidence of necessary insurance, licences, consents, approvals or risk assessments as required by the Agreement then this will be a material breach which is incapable of remedy;



- (b) an order is made or a resolution is passed for your winding-up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to you; or
 - (c) you become insolvent or bankrupt, or are the subject of an administration, or enter into any voluntary arrangement with creditors, or are subject to any equivalent event or proceedings.
- 11.3 We may terminate the Agreement by written notice to you, and shall return the Deposit to you, if:
- (a) we are, or reasonably believe we will be, unable to perform the Agreement for reasons outside our control; or
 - (b) we otherwise require any material changes in the arrangement of the Event which are not acceptable to you (other than any substitutions we may make under clause 5.13).
- 11.4 We shall also return the Deposit to you if you cancel your booking by written notice within fourteen (14) days after receiving notice from us of any material revision to the Fees.
- 11.5 Termination of the Agreement, for whatever reason, shall not limit any rights or remedies of the parties which accrued prior to termination.

12. COVID-19 and Pandemics

- 12.1 Both you and we agree to comply with any official guidance from UK Government in relation to any pandemic (including COVID-19), and to notify the other promptly of any impact such pandemic may have on the performance of our respective obligations under the Agreement.
- 12.2 You agree to comply with, and procure that all Guests comply with, any measures which we may communicate to you in to ensure the safety of our staff and of Guests. Without limiting that general obligation, we may take, and require you to comply with, reasonable measures such as (without limitation):
- (a) imposing maximum Guest numbers at the event;
 - (b) limiting food or drink availability, or changing the means by which either are served;
 - (c) imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as the use of sanitiser or distancing procedures; or
 - (d) limiting any planned entertainment for your Event.
- 12.3 We may acting reasonably revise the Fees to reflect any measures taken (for example if buffet service is replaced by table service) and will notify you as early as is reasonably practicable of any such revisions.
- 12.4 If we are obliged to close the Venue or Premises due to Government restrictions, or if we decide to close them due to our own safety concerns, we will seek to agree with you an alternative date for the Event. If that cannot be agreed your booking will be cancelled and your



Deposit will be returned. We will have no liability to you in connection with any such changes in date or cancellation.

- 12.5 You must notify us if the number of Guests at the Event will be reduced due to infection or travel restrictions associated with a pandemic. If you provide us with at least fourteen (14) days' notice prior to the Event of any reduction we will offer a proportionate reduction in the Fees (to a maximum of 30% on the elements of your quote that apply Guest numbers. No reduction will be given on elements not dependent on Guest numbers) or, if you prefer to defer the Event, seek to agree an alternative date with you. If we cannot agree an alternative date with you, or if you do not wish to proceed with the Event subject to a reduction in the Fees, then you will be deemed to have cancelled under clause 11.1 and a cancellation fee will apply.

If you choose not to proceed with the Event for other reasons connected with a pandemic (such as regional lockdowns not affecting Oxfordshire or not wishing to hold the Event whilst physical distancing measures are in force) you must provide us with notice of cancellation, stating your reasons, at least fourteen (14) days prior to the Event. We will seek to agree an alternative date for the Event with you, but if that cannot be agreed then you will be deemed to have cancelled under clause 11.1 and a cancellation fee will apply.

13. General

- 13.1 Relationship between the Parties. Nothing in this Agreement creates any partnership or relationship of principal and agent between us and you. Neither party may make any commitments on the other party's behalf.
- 13.2 Force Majeure. Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party.
- 13.3 Confidentiality. You must keep in strict confidence any confidential information concerning our business or operations which you may obtain, restrict disclosure of such information to such of your personnel or contractors as need to know it for the purposes of the Agreement, and ensure that such persons keep it confidential.
- 13.4 Freedom of Information. We are a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the "FOI Legislation") and may receive requests to disclose information relating to the Event. If we receive a request under the FOI Legislation to disclose any information which may be confidential to you, we will notify and consult with you.
- 13.5 Data Protection. You must (and must ensure that all relevant Visitors) comply with applicable data protection law (including the Data Protection Act 2018 and General Data Protection Regulation) in relation to any personal data processed or provided by you in connection with the Event. We will likewise comply with applicable law in relation to personal data processed by us. In particular, you must ensure that your disclosure to us of any relevant personal data is lawful, that you have obtained any consents necessary to disclose relevant personal data to us and for our processing of it in connection with the Event (and provide copies of such consents to us if requested), and that you have drawn the Visitors' attention to any privacy notice or policy which we provide or make available to you (including via our website). Any personal information you give us will be stored and used exclusively by us and our suppliers for the purposes of performing the Agreement, in accordance with our privacy notice or policy. We will



not pass any such personal data to any other persons except with your consent or where otherwise permitted by law.

- 13.6 Notices. All notices under the Agreement shall be in writing and delivered by hand, sent by pre-paid first class post or sent by email (with an automatic confirmation of receipt) to the address given for the recipient party's contact person identified in the Proposal or to such other address as shall be notified by the recipient party to the other.
- 13.7 Assignment and sub-contracting. You may not assign, sub-contract or otherwise dispose of any of your rights or obligations under the Agreement without our consent.
- 13.8 Third party rights. No term of the Agreement will be enforceable by any third party.
- 13.9 Severability. If any provision (or part of a provision) of this Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement.
- 13.10 Waivers. Any waiver by us of any breach of any provision of the Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.
- 13.11 Variation. Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.
- 13.12 Entire Agreement. The Agreement sets out the entire agreement and understanding between the parties in relation to its subject matter.
- 13.13 Law. The Agreement and any connected claims (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and subject to the exclusive jurisdiction of the English courts.