

PART 2: THE TERMS AND CONDITIONS

1. Interpretation

- 1.1 Unless the context otherwise states or requires: (i) the terms defined in Part 1 shall have the meanings given to them there when used in these Terms and Conditions; and (ii) all other capitalised words used in these Terms and Conditions shall have the meanings set out below:

“Agreement”: the contract formed between the Licensor and the Hirer comprising Part 1 (*Commercial Terms*) this Part 2, (*the Terms and Conditions*), the Schedule and any other documents expressly incorporated by reference; and

“Visitors”: the guests, attendees and any permitted contractors of the Hirer.

- 1.2 In this Agreement unless the context otherwise requires: (i) words importing the singular include the plural and vice versa; (ii) any words following the terms **“including”**, **“include”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (iii) reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (iv) reference to one gender includes a reference to the other gender; and (v) condition headings do not affect the interpretation of these Terms and Conditions.

2. Grant of Rights

In consideration of the payment by the Hirer of the Total Fees and compliance by the Hirer with the obligations set out in this Agreement, the Licensor agrees to hire out the Venue to the Hirer for the Hire Period to enable the Hirer to host the Event.

3. Provisional Bookings, Confirmation, Deposit and Fees

- 3.1 In consideration of the rights and facilities being granted under this Agreement, the Hirer agrees to pay the Licensor the Fees. All Fees are payable to the Licensor.
- 3.2 The Deposit is payable to the Licensor on the signing of this Agreement and is non-refundable. The Hirer’s booking will be treated as provisional until the Hirer returns a signed copy of this Agreement together with the Deposit to the Licensor and the Licensor subsequently confirms that the booking has been agreed. If the Agreement and Deposit are not returned within eight weeks of the Event (“the Deposit Date”), the Hirer’s booking will be cancelled.
- 3.3 If another person wants to book the Venue for the same date(s) before the Hirer’s booking has been confirmed, the Hirer will be asked to confirm the booking and pay the Deposit within 48 hours. If the Deposit and signed Agreement are not received within this period the Licensor may cancel the booking without liability to the Hirer.
- 3.4 The remaining balance of the Venue Hire Fee plus any additional costs will be payable four weeks prior to the Event, failing which the Hirer's booking will be cancelled.
- 3.5 For all events contracted less than six weeks prior to the Event, the total Venue Hire Fee and any additional costs will be payable at the point of booking.
- 3.6 The Hirer shall in addition pay to the Licensor such sums as the Licensor invoices the Hirer following the Event in respect of any other additional charges attributable to the Event (including in particular for rectification of any damage to the Venue or its contents or the Premises). Such payment is to be made within 30 days of receipt by the Hirer of the invoice.

- 3.7 All payments are exclusive of Value Added Tax, which is payable (where relevant) by the Hirer.
- 3.8 If any sum under the Agreement is not paid by the final date for payment then, without prejudice to the parties' other rights under the Agreement, that sum shall bear interest from the due date until payment is made in full at 4% per annum above the base rate of RBS plc from time to time.
- 3.9 Any variation in booking, guest numbers and/or arrangements must be agreed by the Licensor in writing.

4. Hire Period

The proposed dates and times for the Event are set out in the Commercial Terms. No extension to the Hire Period shall be permitted without the prior written agreement of the Licensor and payment of an overrun fee (charged by the hour or part thereof) and any additional costs which may be incurred by the Licensor and/or the Owner during such period.

5. Venue

- 5.1 Absolutely no changes, additions or alterations in or to the Venue (interior or exterior) and/or the contents thereof may be made except as have been agreed in writing in advance with the Licensor, all of which shall be of a temporary nature only and strictly necessary for the purposes of the Event. Except in the case of the Permitted Alterations the Hirer shall not erect scaffolding, affix screws or nails to any building, structure or chattel in or at the Venue without the Licensor's prior written consent.
- 5.2 Except in the case of the Permitted Alterations no equipment or structures of any kind may be erected on or attached to any part of the Venue or its contents nor may pegs, stakes or signs be driven into the ground for any reason without the express written permission of the Licensor.
- 5.3 Proposals for any temporary structures or fixings, supports for heavy-equipment, ground protection, and the like must be approved in writing [30 days] before the Hire Period. The Licensor must be satisfied that there will be no damage to the Premises including to (without limitation) buildings, ground disturbance or pressure on underground archaeological remains. For safety reasons, all structures or fixings must be erected in accordance with the appropriate British Standards and to the Licensor's satisfaction.
- 5.4 Furniture, paintings, display cases or other contents in or at the Premises may not be moved without the prior written consent of the Licensor, and then only by the Licensor's staff or under their direct supervision and at the Hirer's additional cost.
- 5.5 Precautions must be taken to prevent damage to floors or floor coverings. Equipment may need rubber-tipped feet or protective boards underneath. Heavy work-boots or stiletto heels may be forbidden in particular areas. The Hirer must comply with any instructions given by the Licensor (or on its behalf) in the Commercial Terms or at any other time.
- 5.6 Where any aspect of the Event involves fire, fireworks or any fire risk the Hirer must inform the Licensor in writing at least 30 days in advance of the Hire Period and must implement all necessary fire precautions (including any stipulated by the Licensor).
- 5.7 Vehicular access must be restricted to established roads and tracks as approved or designated by the Licensor in advance. The Licensor's prior written consent is needed to permit heavy vehicles coming on-site.

6. Insurance

The Hirer undertakes and agrees:

- (a) to provide, before the start of the Hire Period and to the satisfaction of the Licensor and/or any insurers of the Licensor or the Premises, evidence that the Hirer has, at its own expense, taken out sufficient insurance policies with reputable insurers to cover its liabilities under this Agreement (being at least three (3) million pounds sterling per occurrence) and to maintain such insurance policies in full force and effect for as long as liabilities may arise under this Agreement;
- (b) to pay any additional insurance premium as required by the insurers referred to in (a) above in connection with the Event;
- (c) the Licensor reserves the right to have its interest noted on such insurance policies as are relevant to this Agreement and that it may stipulate any special insurance conditions (details of which are set out in the Commercial Terms) that the Hirer must satisfy;
- (d) that commencement of the Hire Period is conditional on the provision of such evidence and the payment (if required) of such additional premium; and
- (e) the Hirer shall at its own expense obtain all necessary licences, consents and other permissions and pay all fees relating to them to enable the Hirer to provide the Event.

7. The Rights and Obligations of the Licensor

7.1 The Licensor reserves the right to:

- (a) substitute alternative accommodation of a similar standard to the Venue for the Event at any time without prior notice and without liability to the Hirer;
- (b) insist on the immediate departure of any Visitor from the Venue or Premises if the Licensor considers that the conduct or behaviour of that person is unacceptable; and
- (c) enter any part of the Venue at any time during the Hire Period and interrupt or terminate the Event if they believe that the Venue's structure or content is at risk of damage or the safety of the Visitors or other persons is at risk. In such circumstances, the Licensor will not be responsible for any loss the Hirer or the guests, sub-contractors or other attendees may suffer.

7.2 The Licensor accepts no responsibility for any items or articles brought to the Venue by any Visitor or for any item or articles left at the Venue following the conclusion of the Event. The Licensor shall have the right to remove and discard anything left at the Venue upon expiry of the Hire Period.

8. Representations, warranties and undertakings

8.1 The Hirer hereby warrants, undertakes and agrees that:

- (a) the Venue shall only be used for the purposes of the Event;

- (b) it shall at all times ensure the proper and careful use of the Venue and shall not do or permit or suffer to be done upon the Venue any act or thing which may damage the Venue, Premises or any neighbouring site or which may be or become a nuisance, annoyance or disturbance to the Licensor and / or Owner or to the licensors or occupiers of any neighbouring site;
- (c) ensure that the Event finishes no later than the specified hire period end time each day and that any music or other loud noise ceases no later than 2230;
- (d) use the Venue so that it is at all times throughout the Event maintained in a clean, tidy and safe condition and that all waste and litter shall be removed by the Hirer on completion of each day's use of the Venue under this Agreement;
- (e) it shall as soon as reasonably possible and in any event within 48 hours of any such damage occurring notify the Licensor of any damage to the Venue, Premises or to any neighbouring site or to any objects, contents or fittings in or at the Venue or Premises and shall at the option of the Licensor either make good such damage to the satisfaction of the Licensor (ensuring that all steps taken in this regard are approved in advance by the Licensor) or meet the full cost of making good in accordance with the provisions of Clause 13.3;
- (f) it will comply with any conditions imposed by any consent or permission that has been obtained for the purposes of this Agreement;
- (g) the Hirer shall, and shall procure that all Visitors shall:
 - (i) comply with all relevant statutes, by-laws, regulations, health and safety requirements, applicable codes of practice (whether issued by the Licensor or otherwise), fire regulations and other matters affecting the Venue or the Event (whether referred to expressly in this Agreement or not);
 - (ii) observe at all times any reasonable restrictions or conditions which the Licensor or the Licensor's Representative (or any other authorised representative of the Licensor) wish to impose in relation to any matter concerning the Event including (without limitation) access, supplies, parking, movement of vehicles and routing of power leads;
 - (iii) comply with all guidelines relating to, in particular (but without limitation), power supply and lighting, fire safety precautions and precautions against causing damage that are supplied by the Licensor from time to time and which are relevant to the Location; and
 - (iv) keep safe and free from damage or loss any objects in and fabric of the buildings at the Premises;
- (h) it 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 and follow promptly any recommendations they may be given on their behalf in relation to the Event and supply evidence that this undertaking has been fulfilled to the Licensor on request; and
- (i) it shall, before commencing any aspect of the Event which may involve any particular fire or other risk, inform the Licensor of such risk and shall pay the cost

of any reasonable special precautions the Licensor may require to be taken to counter such risk and insure such risk.

8.2 The Hirer shall perform all necessary risk assessments for all activities due to be conducted at the Venue as part of the Event and shall provide such risk assessments to the Licensor upon request.

9. Equipment, Catering and Entertainment

9.1 The Hirer shall provide, at its own cost, any equipment required by the Licensor or by any other authority for health and safety reasons (e.g. additional fire extinguishers and toilet facilities) unless the Licensor has agreed in writing to provide them.

9.2 The Hirer undertakes to:

- (a) agree with the Licensor the details of any alcohol to be served at the Event and the precise type of entertainment provided; and
- (b) obtain all catering services from the Licensor and not enter any contract with suppliers of any other services without the prior written approval of the Licensor. Breach of this obligation shall be a material breach of this Agreement and entitle the Licensor to terminate this Agreement under Clause 14.2.

9.3 Catering services must be confirmed at the time of contract, the Hirer shall be entitled to:

- (a) increase catering order quantities up to 5 working days prior to the event date but cannot decrease at any point.
- (b) confirm final menu choices by 10 working days prior to the event date
- (c) order items charged on consumption, these must be paid for on the event date before the end of the hire period

9.4 Subject always to the provisions of Clause 8.1(c) and the other provisions in this Clause 9 the Hirer shall be entitled to:

- (a) play pre-recorded during the Event and
- (b) play live music during the Event

9.5 The Hirer agrees to comply with the terms of the Licensor's PRS and PPL Licences (if and as applicable).

9.6 Where the proposed licensable activities are not covered by the licence held by the Licensor, the Hirer must obtain the required licence at its own cost and adhere to any specified maximum level of sound for music or other entertainment. The Hirer must provide copies of any licences to the Licensor on request.

10. Indemnity and Liability

10.1 The Hirer agrees to indemnify and keep indemnified the Licensor and Owner (and any of the Licensor's and Owner's officers, employees, agents or contractors) against all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses whatsoever by whomsoever made and howsoever arising or paid by or awarded against the Licensor in respect of or caused directly or indirectly by:

- (a) the neglect or fault of the Hirer;
- (b) any breach by the Hirer of any of its obligations under this Agreement;
- (c) the Licensor's enforcement of any terms of this Agreement;
- (d) the use of the Venue by the Hirer; or
- (e) the Event.

10.2 The Hirer hereby agrees and acknowledges that the Licensor, its employees, agents or contractors, shall not be liable for:

- (a) any damage, loss, delay or expense incurred by the Hirer, the Visitors or any other person connected with the Event, except for death or personal injury resulting from the negligence of the Licensor, its employees, agents or contractors;
- (b) any national insurance, personal income tax, value added tax or other tax liability which may arise out of the Hirer's obligations under this Agreement;
- (c) damage, theft or loss of any Premises goods, articles, possessions, objects or similar things used, kept or left on or at the Premises; or
- (d) the Hirer's breach of copyright.

10.3 The Hirer must, at the earliest opportunity, notify the Licensor of any claim, dispute, action or summons in connection with the Event and must provide such details as the Licensor may require. If it appears likely that the Licensor may be joined in any proceedings, then the Hirer:

- (a) must not settle or compromise any such proceedings without the Licensor's prior written consent;
- (b) must keep the Licensor informed of the progress of such proceedings; and
- (c) will indemnify the Licensor against any liability in respect of such proceedings.

11. Co-ordination

11.1 The parties' respective Representatives are responsible for co-ordinating all necessary arrangements relating to the Event. The Hirer's Representative must be available at all reasonable times during the Hire Period.

11.2 The Hirer's Representative is responsible for agreeing all aspects of the use of the Venue for the Event with the Licensor's Representative and the Hirer confirms and warrants that the

Hirer's Representative has complete authority to ensure compliance by all Visitors with this Agreement and with any request by the Licensor or its Representative for the purpose of safeguarding the Premises and its contents.

11.3 The Licensor shall be entitled to be present at the Venue at all times.

11.4 The Hirer is responsible for ensuring that all Visitors are aware of the provisions of this Agreement, to the extent that they are relevant, that they comply fully with them and follow the reasonable and lawful instructions of the Licensor (whether acting through its Representative or other authorised representative).

12. Premises Arrangements

12.1 Food and drink may only be consumed in the designated areas and the Hirer is responsible for ensuring that appropriate precautions are taken to prevent accidental damage to the Premises.

12.2 Smoking is only permitted at designated outdoor areas within the Premises.

13. Cleaning up, Restoration and Reinstatement

13.1 Unless agreed otherwise in writing with the Licensor, the Hirer shall be responsible for removing from the Venue before the end of the Hire Period:

- (a) all equipment used for the Event (including, without limitation, toilets, temporary structures, mobile facilities) not supplied by the Licensor; and
- (b) all litter or waste resulting from the Event.

13.2 Where the Hirer is charged with the responsibility set out in Clause 13.1 and it is not completed to the satisfaction of the Licensor then the Licensor may remove such equipment, litter and waste and charge all costs and expenses incurred in so doing to the Hirer (such costs and expenses to be payable on demand).

13.3 Subject to Clause 13.4, the Hirer shall by the end of the Hire Period, at its expense restore and reinstate the Location to its full condition prior to the Hire Period.

13.4 No repairs, restoration, or reinstatement (as required under this Agreement or on instruction from the Licensor) must be attempted at or to the Venue (or any part of it) without the prior written consent of the Licensor. The Licensor reserves the right to undertake any such repairs, reinstatements or restorations itself and pass all costs incurred on to the Hirer, including (if necessary in the sole discretion of the Licensor) the cost of specialist craftspeople or consultants.

13.5 In the case of works of art or other objects of value, the Hirer shall accept the decision of an expert appointed by agreement between the Licensor and the Hirer (and in default of agreement by the current President of the Royal Institution of Chartered Surveyors) as to the reasonableness of the cost of making good or as to the amount of full compensation.

14. Cancellation and Termination

14.1 The Hirer shall be entitled to cancel this Agreement by giving written notice to the Licensor. In the event of cancellation, the Licensor shall endeavour to obtain a suitable alternative

booking of the Venue but, where it cannot find a suitable alternative booking, reserves the right to charge the following cancellation fees (and the Licensor will be entitled to set-off the Deposit against the same):

Date Notice Given (before Hire Period)	Cancellation Fee Payable (% of Venue Hire Fee)
More than 6 months	10%
Less than 6 months to 3 months	25%
Less than 3 months to 1 month	50%
Less than 1 month]	100%

14.2 The Licensor will have the right to terminate this Agreement with immediate effect upon written notice if:

- (a) the Hirer commits a material or persistent breach of this Agreement and (in the case of a material breach which is capable of remedy) fails to remedy that breach within such a reasonable period of time as the Licensor specifies by written notice; or
- (b) an order is made or a resolution is passed for the winding-up of the Hirer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Hirer; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and/or property of the Hirer, or documents are filed for the appointment of an administrator for such purposes, or notice of intention to appoint an administrator for such purposes is given by the Licensor or other third party; or
- (d) a receiver is appointed over any of the Hirer's assets or undertaking, or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager in respect of any part of the Hirer's undertaking or assets; or
- (e) the Hirer makes any arrangement or composition with its creditors, or makes an application to a court for the protection of its creditors in any way, or becomes bankrupt, or if the Hirer ceases to trade or threatens to cease to trade; or
- (f) the Hirer takes or suffers any similar or analogous action to those referred to in sub-clauses (b) to (e) (inclusive) in any jurisdiction; or
- (g) there is a change of control of the Hirer. "Control" for these purposes shall be as defined in Section 707 of the Corporation Tax Act 2010, or
- (h) in the event of the Event being prevented by force majeure or by any cause whatsoever beyond the reasonable control of the parties.

14.3 If: (a) changes in the arrangements for the Event are required for whatever reason by the Licensor; or (b) such changes become necessary due to circumstances beyond the Licensor's reasonable control; or (c) it is not within the legal powers of the Licensor to grant the Hirer the rights given under this Agreement (and in any of these cases the Event is materially affected) then in cases (a) and (b) the Hirer may terminate this Agreement by written notice

to the Licensor and in the case of (c) this Agreement will be terminated automatically. In such circumstances:

- (a) the Licensor shall refund to the Hirer any Deposit paid (less any costs incurred by the Licensor either in connection with the Event or on the Hirer's behalf); and
- (b) the Licensor will not be liable for any costs that the Hirer has incurred or any consequential or inconsequential loss directly or indirectly suffered by the Hirer as a result of entering into (or preparing to enter into) this Agreement.

14.4 Termination of this Agreement, for whatever reason, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provisions impliedly or expressly stated to survive termination.

15. 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. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than three months, either party may terminate this Agreement by written notice to the other party.

16. Freedom of Information Act 2000 ("FOIA")

16.1 The Hirer acknowledges that the Licensor is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 ("EIR") and shall assist and cooperate with the Licensor to enable the Licensor to comply with its information disclosure obligations under the same.

16.2 The Hirer shall and shall ensure that its employees, agents, sub-contractors and any other representatives shall:

- (a) transfer any request for **Information** (as defined within the FOIA) under the FOIA or the EIR (a "**Request for Information**") to the Licensor as soon as practicable after receipt and in any event within two business days of receiving a Request for Information;
- (b) provide the Licensor with a copy of all Information in its possession or power in the form that the Licensor requires within five business days (or such other period as the Licensor may specify) of the Licensor requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Licensor to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

16.3 The Licensor shall be responsible for determining whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or EIR; and/or
- (b) is to be disclosed in response to a Request for Information.

16.4 The Hirer acknowledges that the Licensor may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive provided that the Licensor take reasonable steps, where appropriate, to give the Hirer advanced notice, or failing that, to draw the disclosure to the Hirer's attention as soon as practicable after any such disclosure.

17. General

17.1 Relationship between the Parties. Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Licensor and the Hirer. The Hirer shall have sole responsibility for the wages, taxes etc payable to the staff and hereby indemnifies the Licensor against any liabilities relating to their employment (including any liabilities under TUPE).

17.2 Confidentiality. The Hirer shall keep in strict confidence all scientific or commercial know-how, marketing opportunities, projects, processes or initiatives which are of a confidential nature and have been disclosed to the Hirer by the Licensor or its agents and any other confidential information concerning the Licensor's business which the Hirer may obtain and the Hirer (together "Confidential Information") shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Hirer's obligations to the Licensor and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Hirer.

17.3 Data Protection. The Hirer shall (and shall ensure that all of its personnel and sub-contractors shall) comply with the requirements of the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679 (and related legislation) arising in respect of data processed in relation to performing the Services and/or supplying the Goods or otherwise in connection with the Agreement.

17.4 Transparency: The Hirer acknowledges that the United Kingdom Government's transparency agenda requires that certain contracts (which may include this Agreement) and tender documents are published on a designated, publicly searchable website. The Hirer acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Agreement is not Confidential Information. The Licensor shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Agreement, the Hirer hereby gives consent for the Licensor to publish the Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

17.5 Discrimination. The Hirer shall not discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Hirer shall not discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment of the same.

17.6 Anti-Bribery. The Hirer shall not, in the performance of its obligations under this Agreement, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Hirer shall comply with any policy or procedure governing anti-bribery imposed by the Licensor and

warrants that in providing the Goods and/or Services will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this condition to act improperly shall be interpreted in accordance with the Bribery Act 2010. The Licensor shall be entitled to terminate this Agreement immediately and to recover from the Hirer the amount of any loss resulting from a breach of this Clause 17.6.

17.7 Notices. Any notice to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by pre-paid recorded delivery, special delivery or registered post, to the relevant address below (or such other address as a party may notify in writing from time to time):

(a) Licensor: Manchester Art Gallery Trading Company, Mosley Street, Manchester, M2 3JL

(b) Hirer: as per Hirer details on page 1

Any notice so served shall be deemed to have been duly given on the second business day following the date of posting.

17.8 Assignment and sub-contracting. The Hirer may not assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to this Agreement, or sub-contract the performance of any of its obligations under or pursuant to this Agreement without the prior written consent of the Licensor. The Hirer will not be relieved of any of its obligations and/or duties under this Agreement by virtue of the Licensor agreeing in writing to the sub-contracting of any or all of its obligations and/or duties under the Agreement.

17.9 Third party rights. The parties agree that no term of the Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999, except that the Owner shall be entitled to enforce such terms as expressly benefit it.

17.10 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 but without invalidating any of the remaining provisions (or remaining part of any provision) of this Agreement.

17.11 Waivers. No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

17.12 Variation. No amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the parties.

17.13 Entire Agreement. This Agreement sets out the entire agreement and understanding between the parties in respect of the matters covered herein and supersedes any previous arrangement, understanding or agreement between the parties relating to the subject matter of this Agreement.

17.14 Further Assurances. Each party shall (and shall procure that any necessary third parties shall) (at the other party's cost) do all such acts and execute all such documents in a form satisfactory to the other party as the other party may from time to time request in order to carry out the purposes and intent of this Agreement.

- 17.15 Dispute Resolution. If a dispute arises out of or in connection with this Agreement the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute: (a) through discussions between the Licensor's authorised representative and the Hirer's authorised representative failing which; (b) through discussions between the Licensor's Director and the Hirer's Director. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute through the discussions referred to above in this clause 17.15, and either the dispute has not been settled within two weeks of the discussions detailed at condition 17.15(b) above occurring or the other party has failed to participate in the discussions, provided that the right to issue proceedings is not prejudiced by a delay.
- 17.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 17.17 Law. The Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.