

TERMS AND CONDITIONS
PURCHASE OF GOODS OR SERVICES
VERSION 1 (4) April 2010

1 DEFINITIONS

1.1 In this document the following words and expressions shall have the following meanings:

"Victim Support" means Victim Support, a company registered in England with number 2158780 and having its registered office at Hallam House, 56-60 Hallam Street, London W1W 6JL, either trading in its own name or through such of its trading divisions as shall be identified on the face of the Contract;

"Contract" means a contract for the purchase of the Goods or Services by Victim Support from the Supplier in accordance with the Purchase Order;

"Goods" means the equipment, goods and/or materials ordered or bought by Victim Support in terms of the Contract (including the replacement and renewals thereof and all accessories and additions thereto) and any Goods in relation to which the Supplier is providing Services on behalf of Victim Support;

"Intellectual Property Rights" means any patent, copyright, database right, design right, know how, publication right, performers' property right, registered design, trade mark or any other industrial or intellectual property right arising at any time in any part of the world (including any applications for the registration of such rights);

"Price" means the price payable for the Goods or Services by Victim Support as set out in the Purchase Order;

"Purchase Order" means Victim Support's written instruction to buy the Goods or Services, incorporating these Terms and Conditions;

"Services" means any services ordered by Victim Support in terms of the Contract;

"Supplier" means any person or persons, firm or firms, company or companies, authority or authorities named in the Purchase Order from whom Victim Support shall order or buy the Goods or Services and shall include his or their permitted successors, transferees, assignees, executors and personal representatives; and

"Terms and Conditions" means the terms and conditions contained in this document.

1.2 In these Terms and Conditions unless otherwise specified or the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) references to Clauses are to the relevant clauses of these Terms and Conditions;
- (c) references to these Terms and Conditions or any other document are references to these Terms and Conditions or that document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- (d) reference to a statute or statutory provision is a reference to it as it is in force from time to time and includes:
 - (i) any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
 - (ii) any subordinate legislation made from time to time under that statute or statutory provision;
- (e) reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state

of affairs or thing is deemed, in respect of any jurisdiction other than England, to include that which most approximates in that jurisdiction to the English legal term;

- (f) references to a "person" includes a natural person, corporate or incorporated body (whether or not having separate legal personality);
- (g) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words; and
- (h) the words "other" and "otherwise" are not to be construed *ejusdem generis* with any foregoing words where a wider construction is possible.
- (i) a "**month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, if there is no numerically corresponding day in the month in which that period ends, that period ends on the last day in that calendar month;

1.3 The headings to Clauses are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions.

2 ORDERING GOODS

2.1 These Terms and Conditions are the only terms upon which Victim Support is prepared to deal with the Supplier and they shall govern the Contract to the exclusion of all other terms or conditions.

2.2 Each Purchase Order shall be deemed to be an offer by Victim Support to buy Goods or Services subject to these Terms and Conditions.

2.3 A Purchase Order shall be accepted by means of the Supplier's written acknowledgement or by performance. No Purchase Order shall be binding on Victim Support unless a written and unqualified acknowledgement and acceptance of such Purchase Order is received by Victim Support from the Supplier within seven (7) days of the date of issue of the Purchase Order. Notwithstanding the foregoing, Victim Support reserves the right at its total discretion to accept an unqualified acceptance and acknowledgement from the Supplier even though it is received by Victim Support after the expiry of the seven (7) day period of acceptance.

2.4 No request for a quotation by Victim Support shall constitute an offer to purchase goods or services.

2.5 No terms and conditions endorsed upon, delivered with, or contained in, the Supplier's quotation, acceptance or acknowledgement of the Purchase Order shall form any part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.6 No previous correspondence including, without limitation, any faxes, emails or other electronic correspondence, or verbal communications between the Supplier and Victim Support regarding the Goods or Services shall form any part of the Contract unless specifically referred to in the Purchase Order. For the avoidance of doubt, nothing in the Contract shall exclude or limit liability for fraudulent misrepresentation.

2.7 Victim Support reserves the right to withdraw or cancel any Purchase Order or request for a quotation without notice at any time prior to receipt of acceptance.

2.8 Victim Support's order number as set out on the Purchase Order must be clearly stated by the Supplier on all acknowledgements, advices, invoices, delivery notes and correspondence.

2.9 Victim Support shall have the right from time to time during the performance of the Contract, by notice in writing, to direct the Supplier to add to or omit from or otherwise vary the Goods or Services, and the Supplier shall carry out such variation and be bound by the

same Terms and Conditions, so far as applicable, as though the said variations were stated in the Contract.

- 2.10 Where the Supplier receives any direction as set out in Clause 2.9 above which would occasion an amendment to the Price, then such amendment shall be valued by Victim Support by reference to any rates for, or schedules of, similar or related goods incorporated in the Purchase Order, failing which by reference to rates generally accepted in the Supplier's industry for Goods of a similar description or, failing which, at a fair and reasonable rate.

3 PRICE AND PAYMENT

- 3.1 The Price shall be set out in the Purchase Order.
- 3.2 The Supplier shall not make any alteration in the Price, and any purported alteration shall not be binding on Victim Support, unless agreed by Victim Support in writing.
- 3.3 Unless otherwise agreed in writing, the Price shall be payable within thirty (30) days of the end of the month in which Victim Support notifies the Supplier that delivery has been accepted subject to receipt of a valid invoice.
- 3.4 On each invoice, the Supplier must show the period to which it relates and the aspects of the Goods and Services for which payment is claimed together with the agreed Price, Purchase Order number and any other details that Victim Support may require. Failure to provide such information will entitle Victim Support to delay payment of the invoice until such information is provided.
- 3.5 Time for payment shall not be of the essence of the Contract.
- 3.6 Any expenses, costs and charges incurred by the Supplier in the performance of its obligations under the Contract shall be paid by the Supplier.

4 PACKAGING

- 4.1 All packaging materials are non-returnable unless otherwise specified in the Contract.
- 4.2 Where a charge is made by the Supplier in respect of packaging materials and these are returned by Victim Support within thirty (30) days of receipt of the Goods the Supplier shall refund to Victim Support (whether by way of a credit or otherwise) the full amount charged.

5 DELIVERY

- 5.1 The Goods shall be delivered to Victim Support's place of business stated in the Purchase Order or to such other place of delivery as agreed by Victim Support in writing prior to delivery of the Goods. The Supplier shall advise Victim Support in writing (including email) of despatch of a consignment of Goods on the day of despatch.
- 5.2 The date for delivery shall be as set out in the Purchase Order and, unless otherwise stated in the Purchase Order, deliveries shall only be made within normal business hours.
- 5.3 The Supplier shall include an unpriced delivery advice with each consignment of Goods which shall act as an inventory of the Goods delivered and for no other purpose.
- 5.4 The Goods may be subject to inspection by Victim Support or Victim Support's representative and the Goods shall not be accepted, or be deemed to be accepted, until Victim Support shall have notified the Supplier in writing to that effect; such notification shall be given only after full and proper inspection has been carried out and which inspection shall be made within a reasonable time. Acceptance of the Goods or Services by Victim Support shall be without prejudice to Victim Support's rights and remedies under the Contract or otherwise.
- 5.5 Where a latent defect arises which could not reasonably have been apparent at the time of inspection such Goods shall be deemed not to have been accepted by Victim Support until a reasonable time after the latent defect becomes apparent.

- 5.6 The Price shall be deemed to be inclusive of all carriage costs unless otherwise stated in the Contract.
- 5.7 Should the Goods be rejected by Victim Support then the Supplier will be obliged to remove them at the Supplier's own cost.
- 5.8 The Supplier waives any right to any lien or right of retention which the Supplier may have on the Goods in its possession.
- 5.9 The Services shall be provided to Victim Support at the place and on the dates in accordance with the timescale set out in the Purchase Order or if none is specified at such place and in accordance with such timescale as Victim Support and Supplier shall agree.
- 5.10 Time shall be of the essence in respect of the Supplier's compliance with its obligations under the Contract in particular (without limitation) in respect of compliance with timescales set out in the Purchase Order or otherwise agreed between Victim Support and the Supplier.
- 5.11 In the event of any delay in delivery of the Goods or performance of the Services then, without prejudice to any other rights which it may have, Victim Support reserves the right to reject the Goods or Services and rescind the Contract without any further obligations thereunder but without prejudice to any other rights it may have.
- 5.12 If Goods are delivered to Victim Support in excess of the quantities ordered, Victim Support shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

6 RISK

The risk of loss, damage or destruction of the Goods shall not pass to Victim Support until immediately after the Supplier has delivered the Goods to Victim Support in accordance with the Contract (including off-loading and stacking) and has received Victim Support's notification that the Goods have been accepted.

7 TITLE TO GOODS

- 7.1 The Supplier warrants that it has good, unencumbered and marketable title to the Goods and that it will transfer such title as it may have in the Goods to Victim Support pursuant to this Clause 7.
- 7.2 Except as provided in this Clause 7, property and title in the Goods shall pass to Victim Support immediately upon despatch of the Goods to Victim Support or Victim Support's customer or client. If payment of the Price shall be made prior to despatch of the Goods to Victim Support property and title in the Goods shall pass to Victim Support on payment and the Supplier shall at its own risk separate, identify and hold the Goods on behalf of Victim Support and shall account to Victim Support for its dealings with the same, subject to Victim Support's right of rejection upon delivery as set out in Clause 13 and the return of the Price paid together with any loss flowing from the breach of these Terms and Conditions.

8 INSURANCE

- 8.1 The Supplier shall have adequate insurance to cover the risk of loss, damage or destruction of the Goods during the whole time that risk in the Goods lies with the Supplier and shall notify Victim Support of the value of such insurance if so requested by Victim Support.
- 8.2 If requested by Victim Support, the Supplier shall have Victim Support included on all such insurance policies as an additional insured. The Supplier shall produce evidence of such risk in insurance if so requested by Victim Support.

9 VICTIM SUPPORT'S MATERIALS

- 9.1 Victim Support may at its discretion supply to the Supplier or fund in whole or in part the purchase by the Supplier of materials, tooling or other equipment for use in the manufacture

of the Materials ("**Equipment**"). All Equipment shall be and remain the property of Victim Support.

- 9.2 The Supplier shall check upon receipt of any Equipment that it conforms in all respects to any relevant specification and meets any agreed quality standard and the Supplier shall be deemed to have accepted the Equipment as such if the Supplier does not return the same within seven (7) working days of receipt. The Supplier shall maintain all Equipment in good order and condition (including without limitation, in accordance with any relevant manufacturer's instructions). The Supplier shall use any Equipment only for the purpose of implementing the Contract. Waste of, damage to or loss of any Equipment arising from bad workmanship or negligence of the Supplier shall be made good at the Supplier's expense. The Supplier shall mark all Equipment as the property of Victim Support and separate all Equipment from the Supplier's and any third party's property and hold such Equipment on behalf of Victim Support at all times. The risk of loss, damage or destruction of the Equipment lies with the Supplier while the Equipment is held by the Supplier and until the Equipment is delivered to Victim Support.
- 9.3 The Supplier shall not place any order with any third party for the purchase of any Equipment which is to be funded in whole or in part by Victim Support without prior written approval of Victim Support and without having received a Purchase Order from Victim Support.
- 9.4 In the event of termination of the Contract for any reason, the Supplier shall deliver to Victim Support any Equipment, in accordance with the instructions of Victim Support.

10 **VICTIM SUPPORT'S RIGHTS**

- 10.1 Victim Support's rights under the Contract are in addition to any conditions implied in favour of Victim Support including, without limitation, the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 10.2 At any time prior to delivery of the Goods to Victim Support, Victim Support shall have the right to inspect the Goods at all times.
- 10.3 If the results of such inspection cause Victim Support to be of the opinion that the Goods do not conform or are unlikely to conform with the requirements of the Contract, Victim Support shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition Victim Support shall have the right to require and witness further inspection.
- 10.4 The Supplier shall maintain complete and accurate records of the time spent and material used by the Supplier in providing the Services in such form as Victim Support shall approve. The Supplier will allow Victim Support (or its representatives) to access the Supplier's premises and inspect such records and any and all information, documents, plans, specifications and other things relating to the Goods or Services reasonably requested by Victim Support to allow Victim Support to audit the Supplier's compliance with the Contract.
- 10.5 Notwithstanding any such inspection, the Supplier shall remain fully responsible for the Goods and any such inspection shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 10.6 If any of the Goods fail to comply with the provisions set out in this Clause 10 Victim Support shall be entitled to avail itself of any one or more remedies listed in Clause 13.

11 **SUPPLIER'S WARRANTY AND LIABILITY FOR DEFECTS**

- 11.1 The Supplier warrants, undertakes and represents that:
- (a) the Goods shall be of the best available design and be of the best quality, material and workmanship;

- (b) the design, quality, material and workmanship of the Goods will comply with all the requirements set out in the Purchase Order;
- (c) all reasonable skill and care (in accordance with generally recognised commercial practices and standards) will be taken in the provision of Services and that the Services shall comply with all the requirements set out in the Purchase Order;
- (d) the Goods and Services will be fit for Victim Support's intended purpose including in particular without limitation in respect of the Goods' design and functionality;
- (e) it shall comply with all relevant laws and regulations whether now or hereafter in effect which in any way affect or impinge upon the supply of the Goods or Services, or the performance by the Supplier of its obligations under the Contract; and
- (f) it shall not contact any customer or client of Victim Support (including without limitation, contact by phone, email, letter or in person) whether in relation to the supply of the Goods, the Services or for other purposes, including for marketing purposes) without express prior written permission from Victim Support.

11.2 Insofar as the Goods are computer hardware or software, the Supplier warrants (without prejudice to the generality of this Clause 11):

- (a) that the Goods shall be free from defects and entirely suitable for Victim Support's requirements;
- (b) that it will fix or patch any material defects or deficiencies within three (3) days of being notified by Victim Support and fix or patch any non-material defects within fourteen (14) days of being notified by Victim Support. The Supplier undertakes to perform such warranty for such defects or bugs reported to the Supplier for a period of time which will expire thirty (30) days after delivery of the Goods, or goods of which the Goods are part, to Victim Support's customer or client. This warranty shall cover all parts, labour, replacement, delivery and related expenses; and
- (c) the Goods shall be free from all viruses and other contaminants, including but not limited to any codes or instructions that may be or will be used to access, modify, delete or damage any data, files or other computer programme to which the Goods may be connected and for such purpose the Supplier warrants that it has used a comprehensive and up to date virus checker.

12 INDEMNITY

The Supplier shall keep Victim Support indemnified in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including loss of profit and revenue, legal and other professional fees and expenses) awarded against or incurred or paid by Victim Support as a result of or in connection with:

- (a) any breach of the terms of the Contract by the Supplier; and
- (b) any claim made against Victim Support in respect of any liability, loss, damage, injury, cost or expense sustained by Victim Support's employees or agents or by any customer, client or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or Services.

13 TERMINATION AND REMEDIES

13.1 Without prejudice to any other right or remedy which Victim Support may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract Victim Support shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or

Services have been accepted by Victim Support or its customer or client (in particular without limitation pursuant to Clause 5):

- (a) to terminate the Contract in whole or in part;
- (b) to reject the Goods or Services (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods or Services so returned shall be paid forthwith by the Supplier;
- (c) to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (d) to refuse to accept any further deliveries of the Goods or Services under the Contract or any other contract between Victim Support and Supplier but without any liability to the Supplier;
- (e) to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract; and
- (f) to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.

- 13.2 Victim Support shall be entitled to terminate the Contract with immediate effect and without compensation to the Supplier if the Supplier becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or an order is made or a resolution is passed for the winding up of the Supplier, or an order is made for the appointment of an administrator of the Supplier, or such an administrator is appointed or notice of intention to appoint such an administrator is given by the Supplier or its directors or any other person or a receiver or manager or administrative receiver is appointed in respect of all or any of the Supplier's assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the court to make a winding-up order, or the Supplier takes or suffers any similar or analogous action in consequence of debt or the Supplier proposes a voluntary arrangement or any composition compromise or arrangement with its creditors or ceases or threatens to cease to carry on business or any event analogous to any of the foregoing occurs in respect of the Supplier in any foreign jurisdiction.
- 13.3 Upon termination of the Contract, the Supplier or the Supplier's receiver, administrator, liquidator or trustee in sequestration or bankruptcy or any similar officer appointed in respect of all or any part of the business or assets of the Supplier shall deliver to Victim Support any Goods for which Victim Support has paid that are, in the possession of the Supplier.
- 13.4 Victim Support shall be entitled to terminate the Contract in whole or in part on sixty (60) days' written notice to the Supplier.
- 13.5 The Supplier acknowledges the value and importance of Victim Support's brand and public standing and the Supplier agrees to do nothing which shall bring Victim Support's brand or standing in the eyes of the public into disrepute. Where Victim Support has reasonable grounds to believe that circumstances have arisen which mean it is no longer in Victim Support's best interests to be associated with the Supplier, Victim Support shall be entitled to terminate the Contract immediately, and notwithstanding any other provision of the Contract Victim Support shall not be liable to the Supplier for any damages or loss resulting from such termination.
- 13.6 Termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued under the Contract up to and including the date of termination.

14 **TRANSFER OF RIGHTS**

- 14.1 The Supplier shall not assign, charge, sub-contract or delegate its rights or obligations under the Contract in whole or in part without the prior written consent of Victim Support.
- 14.2 In the event of Victim Support agreeing to allow work to be done by a sub-contractor, the Supplier shall ensure that such sub-contractor complies with the terms of the Contract. The Supplier shall be responsible for all work done and Goods or parts thereof supplied, or Services provided, by all sub-contractors. The Supplier shall indemnify Victim Support against all loss or damage incurred by Victim Support as the result of any act or omission on the part of the sub-contractor.

15 **INTELLECTUAL PROPERTY RIGHTS**

- 15.1 The Supplier shall indemnify Victim Support and its customers and clients against all direct and indirect losses (including consequential loss and loss of profit) arising from any infringement of any third party's Intellectual Property Rights by the manufacture or sale by the Supplier of the Goods or provision of Services or Victim Support's use of the Goods or Services.
- 15.2 All Intellectual Property Rights in any specifications, plans, drawings, process information, patterns or designs supplied by Victim Support to the Supplier in connection with the Contract shall remain the property of Victim Support, and any information derived therefrom or otherwise communicated to the Supplier in connection with the Contract shall constitute Confidential Information for the purpose of Clause 16. Any specifications, plans, drawings, process information, patterns or designs supplied by Victim Support must be returned to Victim Support on fulfilment of the Contract.
- 15.3 The Supplier undertakes that it shall not assert any rights or register or apply to register any rights in any Intellectual Property Rights which belong to Victim Support.
- 15.4 The Supplier shall not use or reproduce in any promotional or advertising materials or media, the brand or logo of Victim Support, or claim any association with Victim Support, without the prior written permission of Victim Support.

16 **CONFIDENTIAL INFORMATION**

- 16.1 Each party agrees and undertakes that (notwithstanding expiry or termination of the Contract) it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other party disclose to any third party, all information of a confidential nature (including any personal data held by Victim Support, as "personal data" is defined in the Data Protection Act 1998) which may become known to that party from the other party ("**Confidential Information**"), unless the information:
- (a) is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of the Contract; or
 - (b) subsequently comes lawfully into the possession of that party from a third party; or
 - (c) is required to be disclosed by law or by a court or recognised stock exchange or regulatory body.
- 16.2 To the extent necessary to perform its obligations or exercise its rights under the Contract, each party may disclose Confidential Information to those of its employees, agents and permitted sub-contractors as may be reasonably necessary or desirable, provided that before any such disclosure each party shall make such employees, agents and permitted sub-contractors aware of its obligations of confidentiality under the Contract and shall at all times procure that they will keep the Confidential Information confidential and comply with the terms of this Clause 16.

17 **FORCE MAJEURE**

17.1 If performance of any Contract by the Supplier shall be delayed by war, fire, storm, flood or act of God ("**Force Majeure Event**") then the Supplier's obligation under the Contract shall be suspended for the period of such delay, subject to the Supplier using all reasonable endeavours to mitigate the impact of such Force Majeure Event. If performance of the Contract by the Supplier shall be delayed by any such Force Majeure Event for a period of thirty (30) days, then Victim Support shall be entitled to terminate the Contract.

17.2 If performance of the Contract by Victim Support shall be delayed by any such Force Majeure Event beyond the control of Victim Support for a period of three (3) months, then Victim Support shall have the right to be discharged from further performance of and liability under the Contract.

18 **NOTICES**

Any notice to be given under, or in connection with these Terms and Conditions shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by fax or pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) to the registered office or principal place of business of the relevant party (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, forty-eight (48) hours from the date of posting;
- (c) in the case of registered airmail, five (5) days from the date of posting; and
- (d) in the case of fax, at the time of transmission.

Notices for Victim Support must be marked for the attention of the relevant Victim Support commercial manager and copied to Victim Support's Head of Finance. If receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day and if receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next business day. For the purpose of this Clause 18 "**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

19 **WAIVER**

No failure or delay by any party in exercising any right, power or privilege under any Contract shall operate as a waiver nor shall any single or partial exercise preclude any further exercise of any right, power or privilege under the Contract or otherwise.

20 **SEVERABILITY**

If any provision of these Terms and Conditions shall be found by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of these Terms and Conditions which shall remain in full force and effect.

21 **SET-OFF**

Victim Support shall be entitled without notice to the Supplier to set-off any liability of the Supplier to Victim Support against any liability of Victim Support to the Supplier in either case howsoever arising. Any exercise by Victim Support of its rights under this Clause shall be without prejudice to any other rights or remedies available to Victim Support under the Contract or otherwise.

22 **THIRD PARTY RIGHTS**

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

23

GOVERNING LAW

The interpretation of these Terms and Conditions and any Contract formed under these Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts.