

**WE CREATE
CHRISTMAS
MARKET 2023
Market Trader Pack**



Thank you for your interest in trading at We Create Market!

Please read the following information about We Create Market, the Trader Rules and the Event Terms & Conditions (collectively, the "Trader T&Cs"). Please note by completing and submitting the online trader application form, you will be deemed to have read and accepted the Trader T&Cs.

WE CREATE MARKET OVERVIEW

We Create Market has been set-up as a collaborative project to give makers, creators, crafters, artists and more, a large, safe, indoor hub to trade and promote from. The market will take place over Saturday 9th December 10:00 – 18:00 and Sunday 10th December 10:00 – 17:00.

Address:

The Old Dorothy Perkins
102 Cascades Approach
Portsmouth
PO1 4RP

TRADING INFORMATION

THE OLD DOROTHY PERKINS, 102 CASCADES APPROACH, PORTSMOUTH, PO1 4RP

- Opening hours: **SAT: 09:00 - 18:00 SUN: 10:00 - 17:00**
- **Market Trader pitch price** = £80+VAT per 2x2m space

WE CREATE MARKET WEBSITE

Upon application we shall ask each applicant to provide clear professional photos of their products, a short blurb and contact details for the We Create Market website – this information will be uploaded onto the website providing an online directory and contact hub.

Once full pitch fees (plus any other applicable charges) are paid then all profit is yours – we won't take a percentage of your earnings during the event.

MARKET TRADER RULES

Please read the following market rules (the “**Market Trader Rules**”) carefully. By proceeding to the online application and checklist you are confirming you have read, understood and agree to the terms outlined in the Contractor Pack, including the Market Trader Rules as detailed below.

Definitions

- 1.01 In these Market Trader Rules, the following definitions and rules of interpretation shall apply:
- (a) references to “you”, “yours” and “trader” shall be construed as references to the individual named on the online application form;
 - (b) references to “We Create Market”, “we” and “us” shall be construed as references to We Create Market;
 - (c) the term “*Market Trader*” refers to anyone who sells items, goods or services that do not involve the preparation or handling of food or drink;
 - (d) the term “*Market Trader*” refers to any trader who does not sell food or drink;
 - (e) references “traders” shall include both Market Traders and Catering Traders; and
 - (f) the “*Contractor Pack*” means this document, comprising the following information: (i) We Create Market Overview; (ii) Trading Information; (iii) the Market Trader Rules; and (iv) the Event Terms & Conditions.

Application

- 2.01 Once you have read this Contractor Pack in full, please complete and submit the online application form and include all requested documentation.
- 2.02 All successful traders will receive a confirmation email detailing the next steps in meeting We Create Market requirements.

Payment

3.01 Full payment is due on acceptance of your application (including electricity and any other applicable charges) and must be made by bank transfer to Portsmouth Creates CIC. Your pitch offer is not guaranteed until this payment has been received. Payment must be received within 7 days BEFORE the market weekend otherwise the pitch will be offered to another trader.

PAYMENT DETAILS:

BACS: Portsmouth Creates

a/c: 46345760

s/c: 56-00-64

You must use your invoice number as a reference for your payment.

Insurance

4.01 You must maintain the following insurance policies:

(a) public liability insurance cover of not less than £5 million for any one claim; and

(b) product liability insurance cover of not less than £5 million for any one claim (if required)

4.02 You must also maintain employers' liability insurance cover of not less than £5 million for any one claim, if required to do so by law.

4.03 We will ask for a copy of your valid insurance certificate(s) along with the other health & safety documents. No trade pitch will be fully confirmed without insurance details.

4.04 **If you do not currently have insurance**, please do not purchase a policy for the market(s) until you have been notified of application success from the Market Management Team.

If you are crafter, artist etc it may be worth looking into The Artists Information Company. For a small fee you will get access to all of their online resources and £5 million PLI for artists.

<https://www.a-n.co.uk/news/>

Losses

- 5.01 By accepting these terms and conditions you acknowledge that neither We Create Market nor their designated employees, agents or sub-contractors are responsible or liable for:
- any financial losses incurred by you;
 - any loss of income, or damage to your equipment, goods or personal belongings;
 - any loss of income; or
 - any necessary re-siting of stalls.
- 5.02 For the avoidance of doubt, nothing in these terms and conditions shall limit or exclude We Create Market's liability for (a) death or personal injury arising from its negligence; or (b) fraud or fraudulent misrepresentation.
- 5.03 Please note: all traders are responsible for the safety and security of their own stock, vehicles and their pitch. It is your responsibility to insure your property against damage.
- 5.04 We Create Market does not accept any responsibility for the levels of trade during the event.

On-site

- 6.01 You are responsible for sourcing all furniture or other materials and/or equipment you require to display any merchandise. **You have the option to hire tables from We Create Market if required.**
- 6.02 You acknowledge and accept that you are responsible for the actions and behaviours of your staff while they are on site. We reserve the right to remove any trader staff who we believe are behaving in inappropriate, offensive or illegal manner, or who have caused damage to any property on the site.
- 6.03 The Market Management team on behalf of We Create Market are solely responsible for the allocation of trade pitch sites and reserve the right to reallocate or re-site a pitch at any time. You are not permitted to move or change your pitch from the location provided by the Market Management team.
- 6.04 You may not sub-contract your stall or any part of your stall without our express written permission. If you do so, you may be instructed to cease trading and may be prohibited from trading at We Create Market events in future years. No refunds or reimbursements will be given in such circumstances.

Pre Event Set-Up

- 6.05 Prearranged staggered set-up times will be organised in due course.
- 6.06 You must be set-up ready to trade from 10:00am Saturday/Sunday when doors open to the public.
- 6.07 Parking info will be sent out upon successful application.
- 6.08 Load-in will be organized upon successful application.

Waste

- 6.10 You are required to keep the area in front of your stall tidy and free of rubbish. You must ensure that all waste generated by your stall is placed in the bins provided. If the bins are full you must take all of your waste home with you to dispose of properly. You must take all recycling and empty packaging/boxing home with you to dispose of properly.

Load-out

- 6.11 You cannot load-out until the market has closed at 17:00hrs. Load-out will be possible after the market has closed on **Sunday 17:00hrs** however this again needs to be staggered to ensure congestion easing for both vehicles and staff. It is vital you respect if Market Staff request you wait until congestion has eased before you proceed to load-out. If you refuse to abide to these requests you may not be invited back to trade with We Create Markets in the future.

Fire Safety/ Electricity / Water

Fire Safety

- 7.01 All traders who sell items that are a fire risk e.g. Candles must supply a completed Fire Risk Assessment; a copy must be included within the relevant paperwork required before the event and it must also be available on-site for inspection.

Electricity

- 7.02 There is no power supply, if you require power we ask you bring power banks and back up batteries.

Water

- 7.03 There is no water supply, if you require water you must bring supplies with you. All wastewater must be taken away with you.

Alcohol/Prohibited Items

08.01 Alcohol/ sale of alcohol is not permitted.

08.02 Prohibited items include:

- illegal substances or legal highs or any other psychoactive substances (including NOS canisters and related paraphernalia);
- sky lanterns;
- lasers or laser pens;
- weapons (inclusive of fake weapons and toys), explosives or ammunition of any sort (including fireworks);
- tobacco products;
- any other articles which may, in our reasonable opinion, cause danger or disruption to visitors at the venue (regardless of whether or not such item is illegal or is carried for a specific purpose).

Any trader found offering prohibited items will have the items removed. You may be asked to cease trading, or to leave without refund and you may be prohibited from trading at any We Create Market events in future years.

Health and Safety

09.01 Traders must comply with work practices outlined within the Health & Safety at Work Act 1974. Any Traders selling consumable items must comply with legal food safety requirements as found in The General Food Regulations 2004, The Food Hygiene (England) Regulations 2006, and Regulations (EC) 178/2002 and 852/2004. Any Traders selling consumable items must also comply with legislation on food allergen labelling.

GDPR

10.01 We might share your personal information with selected third parties that we work with, such as third party sub-contractors or service providers that help us to put on our Events (such as market collaborators, venue staff and security staff). As well as third parties where it's necessary to enforce our legal rights, or to protect the rights, property or safety of our employees or third parties, or where such disclosure is required by law.



Non-compliance

- 11.01 We Create Market and their designated employees reserve the right to remove any trader from the market site who does not comply with the obligations outlined within this document.
- 11.02 You will not be permitted to operate your stall if you do not satisfy the licensing requirements of the Local Authority. Neither We Create Market, nor its designated employees, can accept any responsibility or liability if this situation occurs.
- 11.03 Sub-contracting stalls or a part of stalls, by traders is not permitted.
- 11.04 You agree to abide by the above clauses of 1.0 – 11.03 and indemnify We Create Market and their designated employees against any claim, loss or liability arising from a breach of the above clauses / regulations

EVENT TERMS AND CONDITIONS

Please read thoroughly

INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement:

PC: Portsmouth Creates CIC is a company registered in England under number 12367811 whose registered office is at 19-21 Palmerston Road, Southsea, Portsmouth, PO5 3QQ.

Application Form: the online application form submitted by the Stallholder via the Event website;

Charges: the sums payable for the Space and the attendance at the Event including any sums payable for services supplied by the Stallholder to PC prior to, during or after the Event;

Commercial Rights: any and all rights of a commercial nature connected with the Event whether owned by PC including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights;

Event: the event organised or managed by PC which the Stallholder wishes to attend;

Event Equipment: all booths, huts, stalls, tents, buildings, other constructions, materials, stores, equipment, plant or machinery belonging to, or under the control of, PC that are made available to the Stallholder to be used in connection with the Event;

Event Marks: the logos, marks and trademarks used in promotion, advertising and marketing of the Event, together with any associated artwork, design, slogan, text and other collateral marketing signs of PC that are to be used in connection with the Event Marks;

Event Site: means that part of Slindon Street Post Office, Portsmouth and such parts where the Event is to take place

Infrastructure means such infrastructure, vehicles and any other equipment whatsoever which Stallholder intends to use in relation to the Event

Force Majeure Event: any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body. However, a force majeure event will not include any shortage of goods, personnel, any increase in prices or reduction in supply or



any other circumstances which arise as a result of 'Brexit' (the withdrawal of the United Kingdom from the European Union) howsoever arising;

Holding company, company and subsidiary: the terms "holding company" and "subsidiary" shall be construed as such terms are defined in section 1159 of the Companies Act 2006 and a "company" shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;

Relevant Laws: means all relevant statutes, regulations, laws, by laws, trade laws, ordinances, subordinate legislation, common law and binding court orders; all applicable industry codes, polices, guidelines and standards together with all licences (including any premises licence) and all local authority permissions, licences and authorisations) imposed upon the Trader or otherwise applicable to the exercise of the rights granted hereunder provision and including those relating to hygiene, fire, health and safety, security and all legislation relating to money laundering, anti-bribery and anti-slavery.

Space/Stall: that part of the Event Site allocated to the Stallholder by PC for use during the Event;

Stallholder: the person named on the Application Form;

Stallholder Rules: the rules, regulations and requirements laid down by PC relating to the Event and the use of the Space and attendance at the Event Site by the Stallholder (including, but not limited to the "Contractor Pack", of which these Event Terms and Conditions form part of);

Stand/Stall/Space: the table, booth, chalet, stall, tent, building, or other construction provided by PC or Stallholder for use by the Stallholder during the Event; Trade Name: the name to be used for the Stallholder set out in the Application Form;

VAT: value added tax chargeable under English law for the time being and any similar additional tax;

Clause headings shall not affect the interpretation of this agreement.

The Application Form is part of this agreement.

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

A reference to writing or written includes e-mail.

Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.



GRANT OF RIGHTS AND RESERVATIONS

If the Stallholder's application for a space at the Event is accepted, PC will notify the Stallholder and will grant and the Stallholder will accept the right to take part in the Event, using the Space in accordance with the terms and conditions set out in this agreement.

PC may grant or refuse any application for a space at the Event and allocate such spaces in its absolute discretion. PC may cancel any Space or part of any Space at any time, including during the Event, where the Stallholder is in breach of the terms of this agreement in any way.

Subject to the Stallholder having paid all sums due to PC in full, and subject to availability, PC will allocate a Space to the Stallholder. If the Stallholder's application is rejected, PC shall refund any monies paid to PC in full. PC reserves the right in its absolute discretion to alter the Space allocated at any time up to the commencement of the Event and during the Event.

The Stallholder acknowledges that PC reserves the right to expel any person from the Event Site where PC in its absolute discretion believes that their conduct or presence may be prejudicial to the operation of the Event, or the enjoyment of the Event by other Stallholders or visitors.

CANCELLATIONS BY STALLHOLDER

The Stallholder may cancel the application for a Space at any time prior to the Event. If the Stallholder cancels its reservation of the Space more than 7 days prior to the Event, PC shall refund any Charges paid by the Stallholder, subject to the deduction of (i) any costs incurred by PC (including in relation to third parties); and (ii) an allowance for administrative costs. If the Stallholder cancels its reservation within days of the Event, the Charges paid by the Stallholder to PC will not be refunded and PC shall be entitled to retain all such sums.

For the purpose of this clause the day that notice is given and the day of the Event shall be excluded when calculating the number of days.

OBLIGATIONS OF THE STALLHOLDER

The Stallholder warrants and represents to PC that the information supplied on the Application Form is true and accurate; that all persons working at the Space are lawfully entitled to work for the Stallholder in England and, where the person is not a UK citizen, have all visas, permits or other authorisations required.

Upon successful application the Stallholder agrees to pay the Charges on or before the date specified by PC.

The Stallholder undertakes to PC:

To comply with the Stallholder Rules to ensure that all stock, equipment, goods, chattels or material of any sort belonging to, or being used by, the Stallholder is kept within the Space at all times unless otherwise agreed by PC (and any such permission given may be revoked at any time);

To use the Space strictly in accordance with the terms of this agreement and that it will be responsible for any damage caused by the Stallholder or its employees, agents or contractors to the Space, the Event Site or PC's Equipment. The Stallholder agrees that it shall pay to PC



immediately upon request any and all costs (without deduction or set off) incurred by PC in relation to the rectification any such damage;

To co-operate with and obey instructions or directions given by event staff and Security Staff, in pursuance of their duties at the Event Site and to consent to such persons searching any vehicles, containers, equipment, workbags and other chattels owned by the Stallholder, its employees, agents or sub-Contractors whilst the chattels are on, or as a condition of access to, the Event Site.

To use the Event Marks and other branding materials provided by PC in accordance with any guidelines issued by PC;

To apply any legal notices as required by PC or as set out in the Stallholder Rules;

To ensure that all materials and products stocked, stored, used, promoted, published, distributed or sold by the Stallholder shall be safe and fit for their intended use and shall comply with all Relevant Laws, Stallholder Rules, and best industry practice;

Not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;

Not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this agreement;

Not to use or exploit any of the Commercial Rights of the Event in any way or do or permit anything to be done which might adversely affect any of the Commercial Rights of PC or the value of the Commercial Rights;

Not to act in a way that is offensive, obscene or derogatory in nature or defamatory of any third party; to provide such advice and assistance as PC may reasonably request; provide such documents to PC on demand as PC may request, including risk assessments, method statement and any other health and safety document and licences and certificates of insurance; install, operate and remove any infrastructure and equipment (as all approved by PC) at such part of the Event site as notified by PC at such times as stated by PC; not alter or re-site the appearances and/or layout of the infrastructure and equipment once it has been finalized and approved by PC; keep and maintain all infrastructure and equipment in a clean, orderly and sanitary condition and in good repair at all times during the Event; ensure that the Space is fully operational on each day of the Event and during all inspections, ensure that the Stall does not contain any advertising or branding of any nature without PC's prior approval and not use any branding, advertising or marketing materials at or in relation to the Event without the prior approval of PC.

The Stallholder has no right to sub-license, assign, sub-contract or otherwise share the rights granted, without PC's prior written consent.

The Stallholder acknowledges that PC has the rights to the Event and the Event Marks and agrees that the Stallholder has no right, title or interest in them except to the extent permitted by this agreement.



The Stallholder warrants and undertakes that it has and shall at all times retain the right to enter into the Agreement and perform its obligations hereunder in accordance with all reasonable care and skill, with best industry practice, with all Relevant Laws and within the highest standards of safety.

ANTI-BRIBERY

The Stallholder agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 (Relevant Requirements) and maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance.

LIMITATION OF LIABILITY AND INDEMNITIES

The Stallholder undertakes to indemnify PC against all liabilities, claims, demands, actions, costs, damages or loss arising out of (i) any breach of any of the terms of this agreement by the Stallholder; (ii) any act or omission of the Stallholder. The Stallholder shall further indemnify and keep indemnified PC from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from any claim by any third party (including, without limitation, any governmental authority), resulting from or arising out of or in any way connected to the products sold or supplied by the Stallholder.

Nothing in this agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

Under no circumstances shall PC be liable to the Stallholder for any of the following, whether in contract, tort (including negligence) or otherwise: any indirect or consequential losses; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profits or anticipated profits; or loss of wasted expenditure. PC's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of PC's obligations under this agreement shall be limited to a sum equal to the Charges paid to PC by the Stallholder.

TERMINATION

Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, PC may terminate this agreement with immediate effect at any time by giving written notice to the Stallholder if:

The Stallholder fails to pay any amount due under this agreement on the due date for payment and remains in default after being notified in writing to make payment;

The Stallholder commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if that breach is remediable) fails to remedy that breach within the period specified by PC after being notified in writing to do so;



The Stallholder repeatedly breaches any of the terms of this agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

PC 's right to hold the Event is terminated by Portsmouth City Council or Slindon Street Post Office Owners.

Either party may terminate this agreement with immediate effect at any time by giving written notice to the other party if:

The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership or limited liability partnership) has any partner or member to whom any of the foregoing apply;

A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company or limited liability partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company or limited liability partnership);

The holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within ten days;

The other party (being an individual) is the subject of a bankruptcy petition or order;

Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar. The other party suspends or ceases, or threatens to suspend or cease, to carry on all or substantial part of its business; The other party (being an individual), dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

CONSEQUENCES OF TERMINATION

Following termination of this agreement for whatever reason:



The Stallholder shall immediately vacate the Space and remove all items belonging to the Stallholder causing as little disturbance as possible to the Event, PC, other Stallholders or attendees;

Each party shall promptly return to the other any property (including any and all of PC's Equipment) of the other within its possession or control;

Each party shall pay to the other any sums that are outstanding and to be accounted for under this agreement; Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

FORCE MAJEURE AND EVENT CANCELLATION

Any party that is subject to a Force Majeure Event shall not be in breach of this agreement and shall be excused from performance under this agreement while and to the extent they are unable to perform due to any Force Majeure Event, provided that: It promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

It could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

If the circumstance of a Force Majeure Event continues after the Event, the party not affected by the Force Majeure Event shall have the right to terminate this agreement upon written notice to the other. This termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring before termination.

If the Event is cancelled or abandoned for any reason (including, without limitation, by reason of a Force Majeure Event or under circumstances referred to) PC shall notify the Stallholder of the cancellation as soon as possible. The parties agree that: PC shall not be in breach of this agreement by virtue of that cancellation or abandonment;

(Without prejudice to their rights and liabilities arising before this cancellation) the parties shall, in respect of the period following PC's notice, thereafter be relieved of their rights and obligations under this agreement in respect of the event.

VALUE ADDED TAX

All sums payable under this agreement are exclusive of any VAT that may be payable and VAT will be added to the invoice.

USE OF DATA

The Stallholder agrees to PC holding information on the Stallholder for the purposes of the Event, and to notify the Stallholder of future events.

The Stallholder agrees to PC releasing the name and business address of the Stallholder to any person complaining about any service or products supplied by a Stallholder.

LATE PAYMENT INTEREST

If the Stallholder does not pay any amount payable under this agreement by its due date, the Stallholder shall pay to interest on the outstanding amount at a rate of 5% a year above the Bank of England base rate from time to time from the due date for payment until the date on which PC actually receives the outstanding amount. The payment of the interest will be in addition to, and not in substitution for, any other remedies available in respect of the non-payment.

GENERAL

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

Save as set out in clause, this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. PC shall be entitled to enforce those provisions of this Agreement intended to benefit PC.

No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of a right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

13.8 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

13.9 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and all other confidential information concerning directly or indirectly the disclosing party's business,



its products or its services which the receiving party may obtain, including the terms of this Contract. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

NOTICES

Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing (can include email).

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claim)