GUEST BOOKING TERMS AND CONDITIONS

Milly and Martha, with an office at: Roundwood Cottage, Roundwood Quay, Kea, Truro, Cornwall, United Kingdom, TR3 6AS, herein referred to as "**Milly & Martha**" or "**We**" or "**Our**", have created these Guest Booking Terms and Conditions to govern the relationship between the owners ("**Homeowner")** of the holiday property ("**Property**") and the **"Guest"** or "**You**" or "**Your**" . Milly & Martha acts as agent for Homeowner. When you book a Property through Milly & Martha, You enter in to a legally binding and enforceable Agreement ("**Agreement**") with the Homeowner. . These Guest Booking Terms and Conditions incorporates the online Booking Form, the Website Terms of Use and the Milly & Martha Privacy Policy by this reference and as set out at www.millyandmartha.com.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

Administration Fee: a non-refundable fee payable on the instigation of a change to a Booking by a Guest which is considered by M&M to be a minor change as set out in clause 6.3 of these Terms and Conditions.

Balance Payment: the Booking Fee less the Booking Deposit, representing two-thirds of the Booking Fee.

Booking: any confirmed Agency Booking through Milly & Martha to stay in a Property during the Holiday Period.

Bedding: includes items such as e.g. mattresses, duvets, blankets, pillows, mattress and pillow protectors.

Booking Deposit: the Booking Fee less the Balance Payment representing one third of the Booking Fee payable in advance as set out in the Particulars.

Booking Fee: the entire fees payable for a Booking in relation to a Property i.e. the Property Deposit and the Balance Payment.

Booking Form: the form required to be completed by the Guest to check availability of the Property for the chosen Holiday Period.

Holiday Period: the time during which the Booking is to take place e.g. from 15.30 hours on the day of arrival to 1000 hours on the day of departure.

Booking Processing Fee: a non-refundable fee for credit and debit card payment processing as set out in clause 4.2.

Commencement Date: as set out in the Booking Form.

Confidential Information: all information which is imparted or obtained under or in connection with this Agreement on, before or after the Commencement Date in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of either of the Parties, including the terms of this Agreement.

Confirmation of Booking Notice: means the notice sent to the Guest by Milly & Martha upon receipt of the Booking Form and Booking Deposit (or Booking Fee) to confirm the Booking as a legally binding Agreement.

Damage Deposit: the deductible amount to be held in case of damage or loss suffered to the Property by the Guest during a Holiday Period.

Emergency Contact: as set out in the Particulars and in the Information Folder.

Force Majeure Event: any happening or event beyond the control of the Party concerned fire including any act of God, act of terrorism, riot, labour dispute, power or telecommunications failure.

Guest: a person who makes and confirms a Booking and pays the Guest Fees where applicable in order to rent the Property for the Holiday Period. In these Terms and Conditions, reference to "Guest" is a reference to one or more person or persons singularly or jointly.

Guest Fees: any one or all of the following - the Damage Deposit, Booking Deposit, Balance Payment, Booking Fee and Administration Fee where applicable.

Homeowner: the owner of the Property.

Key Fee: a per key charge, deductible from the Damage Deposit upon failure by a Guest to return a key in accordance with the Guest obligations.

Linen: includes items such as e.g. sheets, pillow cases, quilt covers, bed throws, towels, tea towels.

Losses: claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.
Overstay Fee: a charge issued upon failure to vacate the Property in accordance with the Guest obligations, deductible from the Damage Deposit.
Property: as set out in the Particulars.
Property Description: as set out on the Site.
Property Information Folder: contains important information peculiar to the Property and is located at the Property.
Property Inventory: a list of all items to be provided in the Property by the Homeowner.
Services: any one or all of the following in relation to the Property – marketing, booking management and any other service that might be provided to the Guest from time to time.
Site: www.millyandmartha.com
Term: the term of this Agreement as set out in the Particulars.
Week: a calendar week running for a period of seven (7) days.
Written Notice: means any notice given or made under this Agreement shall be in writing and in English and signed by or on behalf of the Party giving it and shall be for the attention of the Party as stated at the top of page 1 of this Agreement. Any such notice shall be served and be deemed to have been received (a) if hand delivered or sent by prepaid recorded or special delivery post or prepaid international recorded airmail, at the time of delivery; (b) if sent by post (other than by prepaid recorded or special delivery post), two days from the date of posting; (c) if sent by airmail (other than by prepaid international recorded airmail), five days from the date of posting; or, (d) in the case of fax or email, at the time of transmission, provided that if deemed receipt occurs before 9.00 a.m. on a working day the notice shall be deemed to have been received at 9.00 a.m. on that day, and if deemed receipt occurs after 5.00 p.m. on a working day, or on any day which is not a working day, the notice shall be deemed to have been received at 9.00 a.m. on the next working day.

2 THE BOOKING

2.1 The Homeowner has appointed and authorised Milly & Martha to act as its agent in relation to the Services during the Term.

2.2 All bookings are SUBJECT TO AVAILABILITY AND THESE GUEST BOOKING TERMS AND CONDITIONS and must come via an online completed Booking Form. Upon receipt of the completed Booking Form and Booking Deposit, or Booking Fee as applicable, Milly & Martha will despatch an invoice and Confirmation of Booking Notice confirming all the Booking details and where applicable, any details pertaining to the Balance Payment. Once the Confirmation of Booking Notice is despatched, a legally valid and enforceable Agreement will be deemed to exist between the Homeowner and the Guest. **Where the Guest is more than one person then all of the obligations and liabilities of those persons to the Homeowner hereunder shall be joint and several. Each Guest must read the Property Description on the Site carefully and ensure that they agree with and understand the Guest Booking Terms and Conditions, the Website Terms of Use and the Milly & Martha Privacy Policy before proceeding to use the Site and/ or the Services or authorising the Guest to act on their behalf.**

2.3 The Guest making the Booking must be over twenty-one (21) years of age at the time of Booking and will be responsible for the Property and for ensuring that all of the members of their party fully observe these Guest Booking Terms and Conditions

2.4 Bookings to non-family groups such as single sex parties in excess of four will only be accepted by special Agreement and special conditions may apply.

2.5 Upon receipt of the Confirmation of Booking Notice, it is Your responsibility to check all the details carefully and to notify Milly & Martha of any errors within seven (7) days as mistakes cannot always be rectified, or immediately if there are two (2) Weeks or less to run before the start date of the Holiday Period.

3 FEES PAYABLE BY THE GUEST

3.1 **Damage Deposit:** The Guest acknowledges that they are fully responsible for any breakages or damage to the Property and/or its contents. Milly & Martha shall be entitled to charge the Guest a Damage Deposit. All Bookings are subject to receipt of this Damage Deposit by the due date. The Damage Deposit should be paid at the same time as the Balance Payment where applicable. Provided that there is no evidence of loss or damage suffered by the Property within seven (7) days of the last day of the Holiday Period, the Damage Deposit will be returned in full within fourteen (14) days of the last day of the Holiday Period. In the event of any damage/ or loss being discovered, Milly & Martha will provide Written Notice to the Guest with a breakdown

of the deductions which Milly & Martha are authorised to offset from the Damage Deposit. The Guest will have a further seven (7) days to respond with any relevant queries before any deductions by way of offsetting will take place automatically.

3.2 **Booking Deposit:** Where the Booking is made eight (8) Weeks or more prior to the start date of the Holiday Period, Milly & Martha shall be entitled to charge the Guest a Booking Deposit which is a sum equal to one third of the Booking Fee payable no later than eight (8) Weeks prior to the first day of the Holiday Period to secure the Booking as set out in the above Particulars. The Booking will be deemed 'provisional' until the monies have cleared in the bank account ("Milly & Martha Client Account").

3.3 **Balance Payment:** Where the Booking is made eight (8) Weeks or more prior to the start date of the Holiday Period and Milly & Martha has charged the Guest a Booking Deposit in accordance with clause 3.2 of these Particulars, Milly & Martha shall be entitled to charge the Guest the remaining Balance Payment due constituting the remaining two-thirds of the Booking Fee. The Balance Payment will become due and payable no later than eight (8) Weeks prior to the first day of the Holiday Period as indicated on the original invoice.

3.4 **Booking Fee:** Where the Booking is made less than eight (8) Weeks prior to the start date of the Holiday Period, Milly & Martha shall be entitled to charge the Guest the Booking Fee in one full payment in order to confirm the Booking.

3.5 Milly & Martha shall be under NO OBLIGATION to remind Guests to make the payments of the Guest Fees. Failure to make payment in accordance with these Terms and Conditions will result in the loss of the entire Booking for the Guest and the Booking Deposit will be forfeited immediately.

3.6 Where VAT is payable, it shall be charged at Milly & Martha's then applicable rate (if any).

4 FEES PROCESSING

4.1 All Guest Fees payable by the Guest shall be paid in accordance with this clause.

4.2 The Homeowner authorises Milly & Martha to charge and collect any and all of the Guest Fees. The Homeowner authorises Milly & Martha to accept any credit or debit cards or other forms of payment approved by Milly & Martha in connection with the Bookings. All credit and debit card payments will incur a two percent (2) % Booking Processing Fee which is non-refundable. Milly & Martha can also accept payment by cheque, electronic bank transfer, Paypal or cash. Cheques must be payable to 'Milly & Martha – Client account' and can only be accepted up to a minimum of two (2) Weeks prior to the start date of the Holiday Period. Post-dated cheques are not acceptable. Cash payments should be made in the office (details set out in the Particulars). All payments of Guest Fees whether from the UK or oversees must be made in UK currency. Guests from overseas are permitted to pay by international bank transfer. Any international transfer to an overseas bank account will incur an Administration Fee of twenty-five pounds (£25.00) which shall be deducted by M&M prior to making the transfer.

4.3 Milly & Martha shall be entitled to charge the Guest for any charges levied against Milly & Martha in relation to the handling of dishonoured cheques, bank transfers, or any other payment method ("**Unauthorised Charges**"). The Guest shall be solely liable to reimburse Milly & Martha for any and all Unauthorised Charges which Milly & Martha are entitle to deduct from the Damage Deposit.

4.4 All Guest Fees less the Commission due to Milly & Martha in consideration of the Services will be held in a client account. Where Guest Fees are stated as exclusive of VAT, it shall be paid in addition by the Guest.

4.5 If either Party fails to make any payment due under this Agreement by the due date for payment, the other shall be entitled to charge interest on the overdue sum for the period from and including the due date of payment up to the actual date of payment (after as well as before judgment) at the rate of 2% (two per cent) above the base rate per annum from time to time of HSBC.

5 PROPERTY DETAILS

5.1 Although Milly & Martha shall make reasonable efforts to reflect the Property advertised in a true and honest light and procure that the information provided by the Homeowner is conveyed accurately across all advertising material on all media at the time of broadcasting and/ or printing, errors can occur e.g. a facility may no longer be available. Please check and confirm all Property details with Milly & Martha upon making the Booking. Milly & Martha will use reasonable endeavours to notify the Guest of any changes to or inaccuracies in any advertising information as soon as is reasonably practicable.

5.2 Each Property contains an Information Folder with details about the Property and the surrounding area. It also contains important information about your Emergency Contact.

5.3 The Property shall be available for the Holiday Period as set out in the Particulars.

5.4

6 CANCELATIONS OR CHANGES BY THE GUEST

6.1 If the Guest needs to cancel the Booking in whole or in part, Milly & Martha MUST receive Written Notice of such cancellation from the Guest. Depending on the date that the notice of cancellation is received by Milly & Martha, the following cancellation charges will apply. If the notice of cancellation is received by Milly & Martha:

- **(a)** eight (8) Weeks or more prior to the start date of the Holiday Period, then the Guest will suffer the loss of the Booking Deposit; or
- **(b)** less than eight (8) Weeks prior to the start date of the Holiday Period, then the Guest will suffer the loss of the Booking Fee i.e. any Booking Deposit and Balance Payment.

6.2 M&M will use reasonable endeavours to re-let the property for the cancelled Holiday Period but this cannot always be guaranteed. If M&M receives a Booking for the Property, M&M will be entitled to refund the difference between the new Booking Fee paid for the Property for the same Holiday Period (which might be at a reduced price) less the Booking Deposit to the Guest in accordance with clause 6.1 (a). Any discount will be at M&M's discretion.

6.3 If the Guest needs to change their Booking, a significant change such as the change of Property or Holiday Period may be treated as a cancellation of the Booking and clause 6.1 will apply. Subject to availability and capacity of the Property, any minor or insignificant changes to a Booking may incur a thirty pounds (£30.00) Administration Fee.

7 CANCELATIONS OR CHANGES BY MILLY & MARTHA

7.1 Milly & Martha reserve the right to cancel the Booking at the request of Milly & Martha and/ or the Homeowner due to circumstances beyond the Milly & Martha and/ or the Homeowner's control (or where it is suspected that a Booking has been made fraudulently). In the unlikely event that Milly & Martha need to cancel the Booking, Milly & Martha shall provide Written Notice to the Guest on behalf of the Homeowner as soon as is reasonably practicable and promptly refund any Fee in full. Payment will be either by cheque, bank transfer or We will credit the card used to make the original payment.

7.2 For any significant changes to Your Booking, Milly & Martha shall provide Written Notice to the Guest on behalf of the Homeowner as soon as is reasonably practicable and inform You of the change and give You the option to reconfirm Your Booking or cancel Your Booking. If the change is not acceptable to You, Milly & Martha will promptly refund any Guest Fee in full as in clause 6.1. Under these circumstances and whenever possible, Milly & Martha may be able to offer You an alternative, similar property. If You elect to take the alternative property from Milly & Martha acting on behalf of a new Homeowner, the new cost of the alternative property shall become due and payable in accordance with its terms. In the unlikely event that You fail to notify Milly & Martha that You wish to accept any change or alternative property or if Milly & Martha are unable to contact You, Milly & Martha is entitled to assume You wish to cancel your Booking and You shall receive a full refund.

7.3 You will NOT be entitled to a full (or partial) refund of any Guest Fee in respect of only minor or insignificant changes to Your Booking. A minor change will be assessed by Milly & Martha on the grounds of "reasonableness".

8 PETS

Where pets are allowed, the Guest is liable for any extra cleaning costs, replacement or repairs which shall be deducted from the Damage Deposit. Pets must remain on the ground floor and are not permitted on to any furnishings. Please bring your own pet basket and clear and clean up any pet mess. Pets are to be kept under control at all times and must not be left alone in the Property.

9 GUEST OBLIGATIONS

9.1 The Guest understands and agrees that:

- **(a)** all payments must be paid as they fall due in accordance with these Guest Booking Terms and Conditions;
- **(b)** there is a strict NO SMOKING policy at all times;
- **(c)** they must not cause a disturbance to occupiers of the surrounding properties;
- **(d)** they must take care of and respect the Property as best as possible and leave it in the same tidy and clean condition as it was on arrival upon departure. If any additional cleaning is required this will be deducted from the Damage Deposit at £20 per hour;
- **(e)** they must permit access to the Property for Homeowners and Milly & Martha at all reasonable times for inspection or repair. If it is an emergency, immediate access will be required at the Milly & Martha's discretion;

(f) failure to arrive on the start date of the Holiday Period with no notice of delay or misadventure will not result in any refund of the Booking Fee in part or in whole;

(g) failure of the Guest to leave the Property by 10am on the final day means that an Overstay Fee may be incurred which will be deducted from the Damage Deposit;

(h) failure to return all keys means that forty pounds (£40.00) per Key Fee will be incurred which will be deducted from the Damage Deposit. All keys must be returned to the key safe (or via alternative pre-agreed location);

(i) no persons other that those Guests named on the Booking Form can stay at the Property. The maximum number of persons permitted to stay in the Property during the Holiday Period is clearly stated in each Property Description and any extra persons are not permitted to stay in the Property;

(j) any perceived inaccuracies in relation to the Property Inventory should be highlighted to Milly & Martha as soon as possible and in any event, during the Holiday Period, otherwise the Property Inventory will be presumed to be correct. If items from the Property Inventory are missing/ damaged at the end of the Guest's Holiday Period, the costs will be deducted from the Damage Deposit;

(k) unless with the express written consent of the Homeowner, the Property cannot be used for commercial purpose including sub-letting;

(l) they are responsible for ensuring that their chosen Property is right for their needs and that any specific needs and/or requirements have been raised with Milly & Martha within a reasonable time PRIOR to the start day of the Holiday Period;

(m) where Linen is not provided, the Guest must make personal arrangements. The Guest can ask Milly & Martha to provide details of Linen hire in the location of the Property. Not every Property will have Linen provided and details need to be checked for the Property in advance;

(n) any monies owed in excess of the Damage Deposit amount, in respect of damage or loss to the Homeowner's Property must be settled immediately.

(o) they have been advised to obtain and maintain cancellation insurance to protect against unforeseen incidents such as cancellation, accident or breakdown during the Holiday Period.

(p) by submitting a request for the Services to Milly & Martha via the online method or otherwise, You are warranting that Your personal details as contained in the same are genuine and correct and relate to You.

9.2 Milly & Martha on behalf of the Homeowner reserves the right to terminate the Booking (and eject You from the Property) forthwith without refund or other compensation if the Guest is in breach of any of the Guest obligations in this clause. You confirm that you will be liable for any loss or damage caused as a result of a breach of this clause 9.

10 WARRANTIES AND INDEMNITIES

10.1 The Guest hereby warrants, represents and undertakes to Milly & Martha that this Agreement has been duly authorised by the Guest and constitutes the valid, legal and binding Agreement of the Guest, enforceable in accordance with its terms and that the Guest will comply with all applicable laws in connection with its obligations under this Agreement

10.2 The Guest shall indemnify and hold harmless Milly & Martha on demand, and shall keep Milly & Martha fully and effectively indemnified against any and all Losses imposed on, incurred by or asserted against Milly & Martha, arising out of or in connection with:

(a) any breach of this Agreement or breach of warranty by the Guest or the acts or omissions of the Guest (other than and to the extent that any Losses arise directly from breach of these Guest Booking Terms and Conditions by Milly & Martha or Milly & Martha's negligence); and

(b) any failure of the Guest to comply with the Guest obligations in Clause 9, 4.3 and 8.

11 LIMITATION OF LIABILITY

11.1 Subject to clause 11.7, Milly & Martha and the Homeowner shall not be liable to the Guest for any special, indirect or consequential loss or damage or any loss (whether direct or indirect) of profit, anticipated profits, business, data, opportunity, revenue, goodwill or reputation including in respect of damage to, or loss of, the Guest's personal property or vehicles before, during or after the Holiday Period unless such damage or loss is caused by the negligence of Milly & Martha or the Homeowner or that of any employee of Milly & Martha or the Homeowner acting in the course of their employment at the time the alleged damage or loss occurred. Please note that forgotten items will be returned to Guests wherever possible on receipt of pre-paid postage and packaging costs.

11.2 Subject to clause 11.7, Milly & Martha cannot accept any liability to the Guest for any inaccurate, incomplete or misleading information about any Property and/ or its facilities provided to Milly & Martha by the Homeowner.

11.3 In the event that a Booking is cancelled or changed in accordance with clause 7, neither the Homeowner or Milly & Martha shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and alternative accommodation which have been arranged by You are at Your own risk.

11.4 Subject to clause 11.7, Milly & Martha and the Homeowner cannot accept any liability to the Guest for any matters or circumstances beyond their control including noise, nuisance or disturbance from neighbours or other persons, local events, building works in the surrounding area, any disruption of service from utility suppliers, closure of local shops or amenities. Where Milly & Martha have been put on notice of any of the above, Milly & Martha will use reasonable endeavours to provide advance warning to the Guest.

11.5 Subject to clause 11.7, Milly & Martha and the Homeowner cannot accept any liability to the Guest for poor mobile phone reception, poor service provision of mobile phone networks or disruption to internet provision.

11.6 Subject to clause 11.7, the Homeowner or Milly & Martha's total maximum liability in aggregate arising under or in connection with these Guest Booking Terms and Conditions, whether in Agreement, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in respect of Your Booking for the Property during the Holiday Period, an amount equivalent to the monies paid to Milly & Martha by way of the Booking Fee.

11.7 Nothing in this clause 11 shall however exclude or restrict the Homeowner or Milly & Martha's liability for (i) fraudulent misrepresentations, (ii) any liability where the law does not permit such exclusion of liability, and (iii) death or personal injury arising from negligence.

11.8 The Guest acknowledges that Milly & Martha's services under this Agreement are limited to serving as an agent of the Homeowner in relation to the Property being made available for Bookings through Milly & Martha and as agent to the Homeowner, Milly & Martha shall not be in breach of any of its obligations under this Agreement which arise or occur due to the act, omission, default of the Homeowner or anyone representing, or employed by, the Homeowner.

11.9 Except as expressly set out in this Agreement, Milly & Martha gives no warranties and excludes all other express or implied terms, conditions and warranties to the fullest extent permitted by law.

11.10 No action arising out of or in connection with this Agreement may be brought by the Guest more than twelve (12) months after the date of the final day of the Holiday Period from which the claim (or series of related claims) arose.

11.11 Milly & Martha shall not be in breach of any of its obligations under this Agreement which arise or occur due to the act, omission, default of the Guest or the Guest's failure to comply with any of its obligations under this Agreement.

12 DATA PROTECTION & CONFIDENTIALITY

In respect of any personal data (as defined in the Data Protection Act 1998 (the "**1998 Act**")) processed by Milly & Martha pursuant to these Guest Booking Terms and Conditions, these Guest Booking Terms and Conditions incorporates Milly & Martha's Privacy Policy by this reference.

13 COMPLAINTS

13.1 Every effort is made to provide You with a pleasurable and unforgettable holiday. If the Guest wishes to make a complaint, it is vital that You make contact with Milly & Martha immediately and express the concerns You have so that an on the spot investigation, or remedial work can be undertaken as soon as possible in order to resolve the issue/s. If an issue is not reported and Milly & Martha or the Homeowner are denied the opportunity to investigate or rectify a problem during the holiday, then the Guest will have waived all rights in the matter. IN NO CIRCUMSTANCES will compensation be made for complaints made after the last day of the Holiday Period. If You vacate the Property prematurely because You are dissatisfied with something or if You decide to make a complaint outside of the Holiday Period, UNDER NO CIRCUMSTANCES will communications regarding the complaint be entered in to. Milly & Martha or the Homeowner will have no liability in respect of any complaint made outside of the Holiday Period.

14 GENERAL

Enforceability: If any one or more of the provisions of this Agreement should be held to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions

contained in this Agreement shall not in any way be affected or impaired and the Parties shall amend this Agreement to add a new provision having an effect as near as legally permissible to the one held to be invalid, illegal or unenforceable.

Assignment: This Agreement shall be binding on and inure to the benefit of each of the Parties and their respective successors and assigns. The Guest shall not assign or sub-Agreement any of its rights or obligations under this Agreement (in whole or in part) without the prior written consent of Milly & Martha which shall not be unreasonably withheld or delayed. Milly & Martha shall be entitled to assign or sub-Agreement any of its rights or obligations under this Agreement in whole or in part.

Status of Guest: The Guest is a consumer and Milly & Martha is a Company and no other relationship is intended.

Variations: Save as expressly provided in this Agreement, no variation to, or notice or consent under this Agreement shall be effective unless it is in writing and signed by an authorised signatory of each Party. A waiver by any Party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. No waiver of any right shall constitute a waiver of any other right or be effective unless made in writing and signed by an authorised signatory of the Party making the waiver. No person other than a director of Milly & Martha is an authorised signatory of Milly & Martha for these purposes.

Entire Agreement: This Agreement (which includes by reference the Particulars and the Schedules) constitutes the entire Agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior Agreements, arrangements and understandings relating to the matters provided for herein. The Guest and Milly & Martha acknowledge that they have not relied on any oral or written representations made by the other Party or the other Party's representatives in entering into this Agreement and subject to clause 11.7 of this Schedule, each Party irrevocably and unconditionally waives any right it may have to rescind the Agreement or claim damages for misrepresentation, whether innocent or negligent, or breach of any warranty not contained in this Agreement or implied by operation of law.

Remedies Not Exclusive: The rights and remedies of the Parties set out in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

Force Majeure: If either Party is unable to perform any obligation under this Agreement due to a Force Majeure event, that Party's failure to perform that obligation shall not constitute a breach or default under this Agreement. The Party affected by the Force Majeure Event will notify the other Party once its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event. If the Force Majeure Event continues for a period in excess of 60 days, either Party may terminate this Agreement on giving seven days written notice provided such Force Majeure Event is continuing at the date of termination.

15 GOVERNING LAW & JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of or in connection with this Agreement.