

BANDSTAND UK LIMITED

TERMS OF BUSINESS

1. Definitions and Interpretation

1.1 The following words have the following meanings in these Terms:

"Acceptance" means the Customer's acceptance of a Proposal, which acceptance may be communicated to the Company in any or all of the following ways: (i) verbally; (ii) in writing; (iii) by submitting a separate purchase order; and/or (iv) by delivering or otherwise making available Customer's Materials to the Company;

"the Charges" means the fees payable by the Customer to the Company for the Services in accordance with the Order and clauses 3 and 8 of these Terms;

"the Company" means Bandstand UK Limited, a company registered in England and Wales with company number 06902416 whose registered office is 3rd Floor, 27-29, Berwick Street, London, W1F 8RQ, and shall include any subsidiary (the word subsidiary bearing the meaning assigned to it in section 1159 of the Companies Act 2006) or associated company of Bandstand UK Limited and shall also include all its successors in title and assigns;

"Customer" means the person, firm, company or other body who purchases the Services from the Company in accordance with these Terms;

"the Customer's Materials" means all goods and other physical or digital materials supplied by or on behalf of the Customer to the Company in connection with the Services;

"Due Date" means the date for delivery by the Company to the Customer of the Works as set out in the Order and as agreed between the Parties to amend from time to time;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order" means the Customer's Acceptance of a Proposal;

"Proposal" means a detailed proposal setting out the Services, together with the applicable Charges for such Services;

"Services" means any work, process or services to be carried out by or on behalf of the Company for the Customer, as more particularly described in the Proposal;

"Terms" means the terms and conditions contained in this terms of business;

“Working Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“the Works” means the products and/or materials provided by the Company to the Customer as a result of providing the Services; and

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

1.2 Unless otherwise expressly agreed in writing by the Company, these Terms shall govern the provision of all and any Services by the Company to the Customer and shall be deemed to be incorporated in all Proposals and/or Orders, and acceptance by the Customer of any Proposal shall be deemed to constitute acceptance of these Terms.

1.3 Neither the Company nor the Customer may waive, vary, qualify or amend these Terms in any manner whatsoever unless such waiver, variation, qualification or amendment has been agreed between the Company and the Customer in writing.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended, replaced or re-enacted from time to time and includes any subordinate legislation made from time to time under such statute or statutory provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Proposals and Orders

2.1 Upon receipt by the Company of a written request from the Customer for the provision of Services, together with sufficient information to enable the Company to prepare a Proposal, the Company will provide the Customer with a Proposal for the Services requested.

2.2 The Acceptance by the Customer of a Proposal shall constitute a binding agreement between the parties on and subject to these Terms once the Parties have signed and agreed the Terms.

2.3 All Proposals are given on the basis of information and requirements provided by the Customer. A Proposal is valid for 30 days only from the date of the Proposal unless previously withdrawn or otherwise stated on the Proposal.

2.4 Responsibility for completeness and accuracy of any Order and Proposal (including the type of Services, the preferred delivery date, deliverables, and point of delivery) rests with the Customer.

3. Charges

3.1 The Charges for the Services provided by the Company shall be as set out in the Proposal.

3.2 Unless otherwise stated in the Proposal, the Charges are exclusive of:

3.2.1 delivery (including, but not limited to, courier and taxi charges, or secure digital delivery), and freight and insurance charges;

3.2.2 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Company engages in connection with the Services;

3.2.3 the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Company for the supply of the Services; and

3.2.4 VAT and other applicable taxes, duties or levies of any kind whatsoever, which the Company shall add to its invoices at the appropriate rate.

(each an "**Expense**" and together the "**Expenses**"). Any such expenses, materials and third party services shall always be agreed with the Customer in advance and then shall be invoiced by the Company, and shall be payable by the Customer, in addition to the Charges.

3.3 If there occurs, before completion of the Works, any increase, for any reason beyond the control of the Company, in the cost to the Company in supplying the Services (including, but not limited to, a change in the exchange rate or prices charged by the Company's suppliers), or in the event that the Company agrees to the Customer modifying the terms of any Order, the Company shall be entitled, upon written notice to the Customer, to adjust the Charges by a reasonable amount to take account of any such cost increases in supplying the Services.

3.4 The Charges may be subject to a modification (the Customer will be informed of such modifications to the applicable charges as soon as reasonably practicable and the modification to the Charges will only be made if the Customer accepts the changes) in any of the following circumstances:

3.4.1 in the event of Customer omissions or errors in the information supplied by the Customer to the Company and which formed the basis on which the Proposal was provided; and

3.4.2 any extra costs incurred by the Company due to the unsuitability of the Customer's Materials for the provision of the Services.

3.5 All sums payable to the Company under an Order to which these Terms apply shall become due immediately on termination of the relevant Order, despite any other provision. This clause 3.5 is without prejudice to any right to claim for interest under the law, or any such right under these Terms.

4. Customer's obligations

4.1 The Customer shall:

4.1.1 subject to applicable laws co-operate with the Company in all matters relating to the Services;

4.1.2 provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, reasonable access to the Customer's premises, office accommodation, data (other than personal data) and other facilities as reasonably required by the Company to perform the Services; and

4.1.3 provide, in a timely manner, such information as the Company may reasonably require, and ensure that it is accurate in all material respects.

4.2 If the Company's performance of its obligations under these Terms is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay. For the avoidance of doubt, any delay so caused by the Customer shall not relieve it of any of its payment obligations.

5. Agents Acting on Behalf of Third Parties

5.1 It is a condition of each Order that:

5.1.1 the Customer enters into the Order as a principal and not as an agent for any other person, firm, company or other body;

5.1.2 the Customer shall use reasonable endeavours to obtain all rights, licences, permissions and consents necessary for the Services to be provided; and

5.1.3 the Company is entitled to rely on instructions given to it by the Customer or purportedly on its behalf including by its instructing third party.

6. Cancellation Policy

6.1 Any cancellation by a Customer of all and any Services shall be subject to payment by the Customer to the Company of all Charges which would otherwise have been payable in respect of those Services, together with all and any Expenses incurred by or on behalf of the Company in respect of those Services. All cancellations made by the Customer must be made in writing and sent by email to tom@bandstand.co.uk copying in the Customer's contact at the Company.

6.2 If in the opinion of the Company, whose decision shall be final and binding upon the Customer, the Customer's Materials are not of the necessary technical standard to enable the Company to provide the Services, the Company may cancel the provision of the Services and the Customer shall pay to the Company (i) a sum equal to 20% of the Charges due under the relevant Order; (ii) all and any Expenses already incurred by the Company in relation to the relevant Order; and (iii) all and any costs incurred by the Company in determining that the Customer's Materials are not of the necessary technical standard (which costs shall be treated as an Expense for the purposes of these Terms).

7. Delivery and Acceptance

7.1 The Company will use all reasonable endeavours to perform the Services by the Due Date. The Company shall notify the Customer in advance in respect of any Services that will not be provided by the Due Date and provide a revised Due Date.

7.2 In the event that the Customer does not provide the Customer's Materials by the dates specified by Company, the Due Date shall be extended to reflect the delay in the provision by the Customer to the Company of the Customer's Materials.

- 7.3 Risk in any physical Works shall pass to the Customer on delivery.
- 7.4 Upon delivery of the Works to the Customer, the Customer shall inspect the Works and each part thereof in accordance with these Terms and shall notify the Company in writing immediately if a defect exists, whereupon the Company shall, as the Customer's exclusive remedy, correct and redeliver the Works (or applicable part thereof) to the Customer as soon as reasonably practicable. If the Customer does not notify the Company of any defects in the Works within 10 Working Days following delivery by the Company of such Works to the Customer then the Customer shall be deemed to have accepted the Works.
- 7.5 Unless otherwise agreed in writing by the Company, delivery of the Works shall be deemed to take place on despatch to the Customer, or collection by the Customer, from the Company's premises.
- 7.6 Collection and/or delivery of the Works by the Company shall be the Customer's responsibility and at the Customer's risk. If the Company agrees to arrange packaging and transport it does so as the Customer's agent and the Customer shall reimburse the Company in full for all and any costs incurred by the Company in connection with such package and/or delivery, plus a reasonable service charge, within 28 days of receipt by the Customer of an invoice for such costs.
- 7.7 If the Customer fails to take delivery of the Works within 21 days of written notification by the Company to the Customer of completion of the Services, the Company shall be entitled, in its absolute discretion, to charge a reasonable sum for storage of such Works without prejudice to any other claims which it may have against the Customer.
- 7.8 Dates for the completion of the Services and delivery of the Works by the Company to the Customer are indicative only and time of completion and delivery shall not be of the essence. The Company shall use reasonable endeavours to complete and deliver the Works as soon as reasonably practicable and to inform the Customer if there may be any delays in completion and/or delivery of the Services and/or Works. The Company shall not be liable to the Customer for any losses suffered by the Customer as a result of the Services not being completed by the Due Date or for late delivery of the Works.
- 7.9 Where the Services and/or Works are to be delivered in instalments (as specified in the Order or as otherwise agreed in writing with the Customer), each delivery shall constitute a separate Order and failure by the Company to deliver any one of the instalments in accordance with the Order shall not entitle the Customer to treat any other Order with the Company as repudiated.

8. Payment

- 8.1 The Company shall invoice the Customer for the Charges and Expenses on completion of each stage of the Services as set out in the Proposal. If completion of a stage is delayed by a period of three (3) months or more as a result of an event, circumstance or cause beyond the Company's reasonable control, the Company shall invoice the Customer for Services performed during the relevant stage prior to the date of the invoice. If no stages are specified, the Company shall invoice the Customer at the end of each month for Services performed during that month.
- 8.2 The Customer shall pay the full amount invoiced to it by the Company within 30 days of the invoice date.

8.3 Payment shall be made to the Company in Pounds Sterling by BACS to such Company bank account as the Company may from time to time notify the Customer in writing.

8.4 If the Customer fails to make any payment due to the Company under these Terms or any Order to which these Terms apply by the due date for payment, then, without limiting the Company's remedies under clause 13, the Customer shall pay interest on the overdue amount at the rate of 5% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.5 Until the payment of all Charges and other sums due under the Order the Company shall have a general lien of any property of the Customer in its possession including, but not limited to all Customer's Materials and the Works for such monies due.

8.6 Title to the Works shall not pass or vest in the Customer until the receipt by Company of the Charges due to it from the Customer in respect of the relevant Order.

9. Customer's Materials

9.1 Where the Company uses the Customer's Materials for the provision of Services the Customer warrants that:

9.1.1 the Company's use of the Customer's Materials will not give rise to any breach of any Intellectual Property Rights or other proprietary interest of any third party;

9.1.2 the Customer's Materials are free from and do not contain any matter which is defamatory of any person, obscene, criminal or actionable in any manner whatsoever by a third party giving rise to any liability on the part of the Company; and

9.1.3 the Customer's Materials are, for the period during which they are in the custody, possession or power of the Company or its sub-contractors, insured in accordance with clause 9.6.

9.2 The Customer shall fully indemnify the Company or (where relevant) its subcontractor against all costs, claims, demands, actions, proceedings, damages, fees (including legal fees and expenses), losses and expenses of whatsoever nature arising out of or ancillary to any claim made by any person, firm, company or other body relating to the matter contained in the Customer's Materials howsoever arising or in relation to any claim for infringement of any third party's Intellectual Property Rights or other proprietary rights arising from by the Customer's Materials.

9.3 All and any of the Customer's Materials that require preparation by the Company before use for inclusion in the Works or use in the Services will be subject to an additional charge covering the time and labour involved in such preparation, which additional charge shall be treated as an 'Expense' for the purposes of these Terms.

9.4 The Customer acknowledges that it is responsible for the Customer's Materials at all times, including (for the avoidance of doubt) during the period in which the Customer's Materials are within the Company's or its sub-contractor's control, custody or power.

9.5 The Customer further acknowledges that, in particular, the Customer is responsible for any electrical equipment included in the Customer Materials, and used at the Company's premises in relation to the Services and the Works, and that the Customer, and not the Company, shall be liable for any damage caused to such equipment.

9.6 The Customer further acknowledges that it is responsible for ensuring that the Customer's Materials are at all times covered by an adequate policy of insurance against loss, damage or destruction by fire, theft or flood to the Customer's Materials full value and in respect of any consequential or indirect losses which may be suffered by the Customer and in respect of any loss or damage that may be suffered by the Company caused by or in connection with the Customer Materials.

9.7 The Customer agrees that it shall be solely responsible for assessing the sufficiency of the insurance policy/ies referred to at clause 9.6 above.

10. Company Warranties

10.1 The Company warrants to the Customer that:

10.1.1 the Services shall be carried out with reasonable skill and care; and

10.1.2 the Works will materially correspond with the Works requested by the Customer as set out in the Order.

10.2 The Company shall not be liable to the Customer for claims attributable to any of the following:

10.2.1 defects in the Customer's Materials;

10.2.2 damage in transit; or

10.2.3 misuse of Customer's Materials other than by the Company or its agents or sub-contractors.

10.3 The warranties set out in clause 10.1 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to an Order to which these Terms apply.

10.4 Save for literature issued to or statements expressly given by the Company to the Customer in relation to the Services, general catalogues, leaflets and other literature and verbal statements issued by the Company from time to time do not form part of these Terms nor part of any Proposal or Order nor are they a representation made by or on behalf of the Company but are merely an indication of the matters referred to therein.

11. Indemnity

11.1 The Customer shall keep the Company fully and effectually indemnified against all costs, claims, demands, expenses (including legal fees and expenses) and liabilities of whatsoever arising, including, without limitation, claims for consequential or indirect loss and loss of profit which may be made against the Company or which the Company may sustain, pay or incur arising out of or in connection with the Customer's failure to comply with these Terms and/or to

ensure that any third party to whom any Services have subsequently been supplied so complies.

12. Limitations of Liability

12.1 Nothing in these Terms shall limit or exclude the Company's liability for:

12.1.1 death or personal injury caused by its negligence;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms or use of the Works for:

12.2.1 loss of profits;

12.2.2 loss of sales or business;

12.2.3 loss of agreements or contracts;

12.2.4 loss of anticipated savings or wasted expenditure (including management time);

12.2.5 loss of or damage to reputation or goodwill;

12.2.6 loss of use or corruption of data or information;

12.2.7 any special, indirect, or consequential loss.

12.3 Subject to clause 12.1, the Company's liability for any loss or damage direct or otherwise and howsoever caused, whether in tort (including negligence), contract or otherwise, arising under or in connection with these Terms or use of the Works, shall not exceed an amount equal to the total Charges received by the Company from the Customer in respect of the Services at such time as the liability arises.

12.4 When instructions or advice are given or received orally to or by the Company, the Company shall have no liability to the Customer for any misunderstanding or representation which may arise in relation thereto except in relation to fraudulent misrepresentations.

12.5 In the event that the Works contain software the Company does not warrant or represent that the Works will be virus, bug or error free or will be compatible with all hardware devices for which they are designed.

13. Termination

13.1 In the event that:

13.1.1 there is any default or breach by the Customer of any of its obligations under these Terms, including without limitation any failure, or evidence

that the Customer is unlikely, to make payments due under any Order to which these Terms apply;

13.1.2 the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or if any petition or receiving order is presented or made against the Customer or if any order, resolution or petition to wind it up shall be passed or presented;

or a receiver, manager or administrative receiver of all or any of its assets shall be appointed, or if the Customer becomes insolvent or undergoes any similar or analogous process in any jurisdiction; or

13.1.3 the Customer's ability to carry out its obligations under these Terms is prevented or hindered or substantially interfered with for any reason (whether or not in control of the Customer), then the Company shall be entitled to:

13.1.4 refuse to provide any Services agreed to be supplied, including cancelling any outstanding delivery or stopping any on-going Services; and/or

13.1.5 cancel or suspend any Order to which these Terms apply (either in whole or part) by notice in writing to the Customer; and/or

13.1.6 terminate all and any Orders with immediate effect by written notice to the Customer.

13.2 In the event that the Company exercises any of its rights under clauses 13.1.4 to 13.1.6, and without prejudice to any other remedies the Company might have, all and any outstanding unpaid invoices rendered by the Company to the Customer in respect of the Services shall become immediately payable by the Customer and all and any Charges, Expenses or other payments payable by the Customer to the Company in respect of Services ordered by the Customer prior to the Company's exercise of such rights, but for which an invoice has not been submitted, shall be payable immediately upon submission of an invoice by the Company to the Customer.

13.3 In the event any Order to which these Terms apply is terminated or cancelled by the Company under clauses 6 or 13, the Customer shall indemnify the Company against all losses (including legal expenses) incurred by the Company arising out of such cancellation or termination. Such losses shall be deemed to include loss of profits, the cost of work in progress, labour costs and the cost of any materials or components purchased by the Company, or equipment booked or prepared, for use in connection with providing the Services to the Customer which were not so used and which the Company will be unable to use in the future in the provision of any other services.

13.4 Termination of any Order to which these Terms apply shall be without prejudice to any rights accrued in favour of either party prior to the date of such termination.

13.5 In the event of termination of any Order the Company shall be entitled to withhold delivery of any Works and retain Customer Materials until payment by the Customer to the Company of all Charges, Expenses and other payments due by the Customer to the Company.

13.6 On termination of any Order to which these Terms apply, any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Intellectual Property

14.1 As between the Customer and the Company, all Intellectual Property Rights and all other rights in the Customer's Materials shall be owned by the Customer.

14.2 Subject to payment by the Customer to the Company of all Charges, Expenses and other payments due to the Company pursuant to an Order, the Company hereby assigns to the Customer all its rights (including Intellectual Property Rights) in the Works to which that Order relates (subject to clause 18.2 below).

14.3 The Customer acknowledges that, where the Company does not own all or some of the rights (including Intellectual Property Rights) in the Works, the Customer's rights to use such Works is conditional on the Company obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Customer. The Company will advise the Customer should any circumstance arise whereby the Customer will need to obtain a written licence in accordance with this clause 14.3.

15. Sub-contracting

15.1 The Company reserves the right to sub-contract its obligations under these Terms at its discretion and without notice to the Customer.

15.2 In the event that the Company retains the services of a third party for or on behalf of the Customer for the provision of the Services and/or Works, the Customer accepts, subject to any written agreement to the contrary between the Customer and the Company, that the Company is in that situation acting as an agent for the Customer.

15.3 The Company shall be entitled to charge an agency fee to the Customer for the procurement by the Company of such third party and this shall be additional to the Charges due under any Order.

15.4 Customer accepts that the liability of the Company for the provision of such third party services is limited to a maximum value defined as equal to the commission due to Company as Customer's agent.

16. Set-Off

16.1 The Customer shall not be entitled to make any deduction from any payment due to the Company in respect of any set off or counter-claim, unless expressly agreed in writing by the Company.

17. Assignment

17.1 The Parties shall not subcontract or sublicense any of its rights or obligations under this Agreement or assign or attempt to assign in whole or in part, nor transfer any of the benefit of this Agreement to any third party without the prior written consent of the other.

18. Credits

18.1 The Customer shall ensure that Company is given screen credits in respect of the Works and the Services in a form approved in advance by the Company in writing and in accordance with the accepted industry practice.

18.2 Once the Works are in the public domain the Customer hereby grants to the Company a perpetual royalty free licence to refer to the Customer and the Works and to use such parts of the Works as reasonably required to promote or advertise the Company's business.

19. Force Majeure

19.1 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. .

19.2 In any circumstances referred to in clause 19.1, the affected party shall be entitled to a reasonable extension of time for performing its obligations under these Terms, provided that if the period of delay or non-performance continues for (30) days or more, both the Customer and the Company shall have the right on giving written notice to the other to terminate any Order to which these Terms apply.

20. Confidentiality

20.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 20.2. For the purposes of this clause, "**group**" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party. The Customer agrees and acknowledges that, until such time as all rights (including Intellectual Property Rights) in the Works are assigned to the Customer pursuant to clause 14.2, all ideas and concepts, together with all information contained in the Works (whether final or draft versions), originating from the Company and disclosed (whether verbally or in writing) to the Customer, shall constitute the Company's confidential information.

20.2 Each party may disclose the other party's confidential information:

20.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 20; and

20.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

21. Compliance with laws and policies

21.1 In performing their respective obligations under this Agreement each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

22. General

22.1 Except in so far as the context otherwise requires, each provision herein shall be construed as independent of every other provision, and if any provision hereof is or becomes partially or totally invalid or unenforceable then the validity and enforceability of the remaining provisions shall not be affected.

22.2 Waiver and cumulative remedies:

22.2.1 A waiver of any right under these Terms is only effective if it is agreed between the parties in writing and shall not be deemed to be a waiver of any subsequent breach or default by either party to these Terms. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22.2.2 Unless specifically provided otherwise, rights arising under an Order to which these Terms apply are cumulative and do not exclude rights provided by law.

22.3 These Terms and all applicable Orders constitute the whole agreement and understanding between the parties relating to the provision of Services by the Company to Customer and supersede all prior discussions and agreements (whether oral or written) between the parties and/or their agents or advisers. Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into these Terms. The Customer acknowledges that it has not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant which is not set out in these Terms. For the avoidance of doubt, nothing in this clause 22.3 limits or excludes any liability for fraud or fraudulent misrepresentation.

22.4 Any notice or other communication required to be given by the Customer under these Terms shall be given by email to tom@bandstand.co.uk. Any notice or other communication required to be given by the Company under these Terms shall be given to the email address notified by the Customer to the Company for this purpose. Any notice shall be deemed to have been duly received at 9.00am on the next Working Day after transmission

22.5 Except as expressly stated in these Terms, a person who is not a party to these Terms may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

22.6 Nothing in these Terms shall be taken to constitute a partnership or joint venture between the parties or the relationship of employer and employed between the parties hereto.

22.7 The Terms and any Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.