

TERMS AND CONDITIONS FOR PARTICIPATION IN BUY ART FAIR

1. DEFINITIONS

In these terms & conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

"Additional Regulations" means the regulations issued by the owner of the Hall or otherwise applicable to the Exhibition/Event venue.

"Contract for Space" means the agreement between the Exhibitor/Sponsor and the Organiser which shall come into operation as set out in section 5.

"Event" broadly means Conferences, Award Functions, Parties, Dinner and other functions.

"Exhibition" means the event specified in the Contract for Space including any sectional Exhibition/Events associated with it.

"Exhibitor/Sponsor Manual" means the manual provided to the Exhibitor/Sponsor by the Organiser and containing specific regulations with regard to the manner and conduct of the Exhibition/Event.

"Exhibitor/Sponsor" means any person to whom space at the Exhibition/Event shall have been allocated under a Contract for Space and shall include all staff, employees, agents, servants, contractors, sub-contractors and workmen.

"Hall" means the Exhibition/Event hall in which the Exhibition/Event takes place. "Organiser" means Buy Art Fair Ltd and/or others appointed by them to organise the Exhibition/Event together with their agents, servants and workmen.

"Permitted Goods and Services" means the Exhibitor/Sponsor's goods and/or services specified in the Contract for Space which the Exhibitor/Sponsor shall be entitled to sell from its stand at the Exhibition/Event.

"Sponsor" means any person who is paying to have their name attached to an event or part thereof for promotional purposes."

"Space" means the space specified in the Contract for Space on which a stand can be erected.

"Stand" means the stand erected on the Space.

2. TERMS AND CONDITIONS

These terms and conditions shall be deemed to include the Additional Regulations, the Exhibitor/Sponsor Manual and any other terms and conditions or rules and regulations provided from time to time by the Organiser to the Exhibitor/Sponsor which are expressly stated to be construed as being incorporated herein.

3. DURATION OF EXHIBITION/EVENT

Details of Exhibition/Event hours are given in the Exhibitor/Sponsor Manual. During these times the stands must be manned by the Exhibitor's staff at all times. Details of the event will be given in the relevant publicity material and contract.

4. APPLICATIONS FOR SPACE

Applications for space must be made on the Organiser's official Contract for stand space booking form and must contain information on exhibits to be displayed. The Organiser may, at its sole discretion, accept applications by purchase order, in writing, by fax or accept a deposit payment in lieu of written application and on the understanding that these terms and conditions shall apply.

5. CONTRACT FOR SPACE

The Organiser reserves the right to accept or reject any application from any potential Exhibitor. A binding offer is made only when the Organiser has signed and returned a written acceptance of the Exhibitor Contract for Space duly signed by the Exhibitor and the Organiser has sent that written acceptance to the Exhibitor. The Contract for Space shall be subject to these terms and conditions (which shall be deemed incorporated therein) and shall constitute the entire agreement between the Exhibitor and the Organiser in relation to the Exhibition/Event.

6. OCCUPATION OF STAND

The Exhibitor shall be entitled to occupy the Space for the purpose of displaying only the Permitted Goods and Services for the duration of the Exhibition/Event. The Exhibitor shall not assign the benefit of the Contract for Space or sub-let the whole or part of the Space, without the written consent of the Organiser. The Organiser and the Hall owner shall be permitted to have access to the stand and Space at all times.

7. SPONSORSHIP

The Sponsor shall be entitled to the particular benefits, typically promotional, as described in the sponsorship contract.

8. WARRANTIES

The Exhibitor/Sponsor represents, warrants and undertakes to the Organiser that:

- The Exhibitor/Sponsor has the full power, right and authority to enter into a Contract for Space or Sponsorship.
- The Exhibitor/Sponsor has the full power, right and authority to advertise or sell the Permitted Goods and Services, including without limitation all relevant intellectual property rights.
- The Exhibitor/Sponsor will not copy or otherwise reproduce the Exhibitor/Sponsor Manual or any other material provided by the Organiser or otherwise utilise or extract any information contained therein for any commercial purposes without the prior written consent of the Organiser.

9. PAYMENT

The Exhibitor/Sponsor shall make payment to the Organiser in accordance with the payment schedule set out in the Contract for Space/Sponsorship. The Organiser reserves the right to refuse to let the Exhibitor/Sponsor occupy the Space or attend the event if the Organiser has not received all payments due from the Exhibitor/Sponsor by the due dates. All other sums due from the Exhibitor/Sponsor to the Organiser shall be paid within 30 days of the date of the Organiser's invoice for each sum or within 14 days of the Exhibition/Event/Event if earlier. All charges are exclusive of VAT. Payment by credit card is accepted but are subject to an additional fee based on the transaction value: Visa and Mastercard – 1.6%; American Express – 3.80%. If payment of any monthly instalment or any other sum due hereunder shall not be made on the due date for payment thereof, then additional interest will be charged on that amount from the due date up to and including the date of actual payment (whether before or after judgment) at a rate of 4% above the prevailing base rate of Barclays Bank plc. In consideration of the Organiser entering into the Contract for Space with the Exhibitor/Sponsor in accordance with the provisions of section 5, the Exhibitor/Sponsor agrees to hold all its (or its agent's) exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor/Sponsor. If the Exhibitor/Sponsor fails to pay all sums due and owing to the Organiser in accordance with the Contract for Space by the due date for payment, the Organiser shall be entitled to sell such exhibits, fittings, machinery, tools or other goods and retain sufficient funds from the proceeds of such sale to cover all monies due from the Exhibitor/Sponsor to the Organiser and any costs incurred in arranging and undertaking the sale.

10. CANCELLATION OF SPACE

In the event that an Exhibitor/Sponsor either wishes to cancel his booking or fails to meet any of the payment obligations (whether as to amounts or dates of payment) detailed on the stand Contract for Space/sponsorship application/booking form and/or the Contract for Space then the Organiser reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply the following cancellation charges to cover the Organiser's administrative and other costs and to reallocate such space:

| Cancellation Occurring: | Charge: |
|--|---------------------------|
| More than 6 months prior to Exhibition/Event | 20% of total cost (+VAT) |
| 3 – 6 months prior to Exhibition/Event | 60% of total cost (+VAT) |
| Less than 3 months prior to Exhibition/Event | 100% of total cost (+VAT) |

- If the Exhibitor/Sponsor wishes to cancel then written notice of such wish must be forwarded to and received by the Organiser by recorded delivery post.
- The Exhibitor/Sponsor will also be liable to reimburse any costs reasonably and properly incurred by the Organiser arising from such cancellation including without limitation costs arising where the Space or Stand has to be dressed or altered in any way in order to maintain an orderly and visually pleasing Exhibition/Event.

11. BANKRUPTCY OR LIQUIDATION

In the event of the Exhibitor/Sponsor being declared bankrupt or going into voluntary compulsory liquidation or failing to observe and perform the obligations or make payment under the terms of the Contract for Space, the Organiser may cancel the booking and the terms and conditions relating to the cancellation in section 10 above shall apply as though the Exhibitor/Sponsor had cancelled the booking.

12. REDUCTION OF SPACE/SPONSORSHIP

Where an Exhibitor/Sponsor wishes to reduce the size of his booking the Space or commitment after acceptance by the Organiser then written notice of such wish must be forwarded to and received by the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges to the total cost according to the amount by which the original stand Space was reduced. The Organiser may resell or reallocate the sSpace in question and the Exhibitor/Sponsor will be allocated an alternative location. For the avoidance of doubt the Organiser shall be under no obligation to accept any request by the Exhibitor/Sponsor to reduce the size of the Exhibitor/Sponsor's bookingSpace.

13. SPACE NOT OCCUPIED

The Exhibitor/Sponsor must occupy the Space allocated to him by the show opening time on the first day of the Exhibition/Event as set out in the Contract for Space. Any Exhibitor/Sponsor failing to do so will be deemed to have cancelled his space booking for the Space unless he serves written notice on the Organiser requesting the space to be kept allocated to him. In this event the terms and conditions relating to cancellation will apply and the Organiser may resell or reallocate suchthe Space.

14. ATTENDANCE

(j) The Exhibitor/Sponsor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Exhibitor/Sponsors to attend the Exhibition/Event or the failure of any number of attendees to attend the Exhibition/Event

for any reasons.

(ii) Any Exhibition/Event Display Space/Sponsorship Contract or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition/Event or any other Exhibition/Event.

15. EXCLUSION OF PERSONNEL

The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition/Event any person whose presence is or is likely to be undesirable and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

16. UNDESIRABLE ACTIVITIES

(i) If it appears to the Organiser that the Exhibitor may be engaged or intended to be engaged in activities which are deemed to be contrary to the best interests of the Exhibition/Event or which appear unethical or to be in breach of the law, the Organiser may without being under any liability to refund or abate any charges paid or due herein, cancel any standthe Space/sponsorship allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand Space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition/Event.

(ii) Canvassing for orders, except by the Exhibitor on his own stand in the normal course of his business is strictly prohibited and in any such case the right of expulsion referred to in paragraph 16(i) above will be exercised at once. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or promotional items or other articles except by the Exhibitor on his own display space is prohibited, except by prior written agreement with the Organiser.

17. PROMOTION AND REPRESENTATIONS

Whilst the Organiser shall organise and promote the Exhibition/Event/Event in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion provided that the promotion of the Exhibition/Event/Event is not materially reduced or affected and therefore any statements made by or on behalf of the Organiser as to audience projections or methods of timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

18. GENERAL OBLIGATION OF THE EXHIBITOR/SPONSOR

The Exhibitor/Sponsor shall as appropriate:

a) at its own cost, occupy the stand or the Space, only appoint contractors approved by the Organiser for the erection and fitting out of the stand complete any necessary stand fitting works (in accordance with the separately issued stand fitting regulations), ensure the stand is appropriately dressed and maintained and that all exhibits are in position no later than the end of the installation period.

b) keep the stand appropriately dressed and maintained and all exhibits open to view and the stand adequately staffed continuously during the opening hours of the Exhibition/Event and not to dismantle the stand before the end of the Exhibition/Event.

c) remove all exhibits, structures, fittings, goods, rubbish and other items from the halls brought into the Hall or generated by the Exhibitor/Sponsor or by its contractors,

servants, agents or invitees by no later than the end of the dismantling period.

d) not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the stand or any other part of the halls, any articles of food, drink, confectionery or tobacco other than those supplied by the Hall owner, or its appointed catering contractor without the written permission of the Organiser. The distribution of food and/or drink for sampling purposes is permitted provided it is undertaken in accordance with the rules and regulations relating to sampling which are contained within the Exhibitor/Sponsor Manual.

The Organiser reserves the right to charge any Exhibitor/Sponsor the penalty imposed by the Hall owner in cases where these rules are broken.

e) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser, the Hall owner or its appointed catering contractor and (without limitation) the Exhibitor/Sponsor shall ensure that sound levels emitted from the stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other Exhibitor/Sponsors or which would breach any laws, bye-laws or any other relevant rule or regulation.

f) not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Hall or to the person or property of the Organiser, Hall Owner or any other Exhibitor/Sponsor or any visitor.

g) conduct business and distribute literature promotional items and other articles only from the stand or any other areas expressly approved by the Organiser in writing and no other part of the halls and not take away buyers from the halls to other business premises. Gas filled balloons may only be used with the permission of the Organiser.

h) not to undertake market research surveys without written permission of the Organiser.

i) not to do use on or bring onto or allow to be done, used or brought onto the Space, the Stand or any part of the Hall any act or thing which may render any extra or increased premiums payable or make void or voidable any insurance of the Organiser or any adjoining or neighbouring stand's insurance.

j) not to use the Space or any part of the Hall for any illegal or immoral purpose or for betting or gaming.

k) remove or procure the removal from the Exhibition/Event or the Stand any person or persons or any advertising, other installation, materials or articles which, in the opinion of the Organiser is or may be undesirable, inappropriate, harmful (including harmful to the commercial interests of the Organiser) offensive or obscene or illegal.

l) close or procure the closure of the Stand if so requested by the Organiser pursuant to Condition 19.

m) Other items which are in the Organiser's opinion within the scope of the Exhibition/Event may be exhibited or otherwise be displayed or made available from the stand.

The Organiser shall appoint an official contractor for electrical work on all Exhibition/Event space. The Organiser will also set out details of preferred contractors for refrigeration, furniture etc. in the Exhibitor/Sponsor Manual. The Exhibitor/Sponsor shall be responsible for settling all accounts directly with such contractors.

PRODUCTS OF COMPANIES NOT EXHIBITING AT THE SHOW CANNOT BE USED ON STANDS FOR DISPLAY PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ORGANISER. IF THE ORGANISER PROVIDES SUCH CONSENT IN WRITING, THE EXHIBITOR/SPONSOR SHALL BE LIABLE FOR OBTAINING ANY NECESSARY PERMISSIONS FROM THE COMPANY WHICH OWNS THE PRODUCT IN QUESTION.

n) The Organiser shall appoint an official contractor for electrical work on all Exhibition/Event space. The Organiser will also set out details of preferred contractors for refrigeration, furniture etc. in the Exhibitor/Sponsor Manual. The Exhibitor/Sponsor shall be responsible for settling all accounts directly with such contractors.

19. POWERS AND DISCRETION OF THE ORGANISER

For the avoidance of doubt any Contract between the Organiser and the Exhibitor/Sponsor for Exhibition/Event stand for Space is only for an amount of such Space specified on the Contract for Space booking form and no acceptance by the Organiser of the Exhibitor/Sponsor's Contract for stand Space form or allocation of the Exhibitor/Sponsor's name to any particular part of any Exhibition/Event floor plan or stand/stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor/Sponsor is entitled to exhibit at the Exhibition/Event in such particular location.

The Organiser shall use reasonable efforts to retain the Space allocated to the Exhibitor/Sponsor. However the Organiser reserves the right to be entitled to:

a) allocate to the Exhibitor/Sponsor a space other than the Space for which the Exhibitor/Sponsor has applied.

b) change the Space and stand allocated to the Exhibitor/Sponsor at any time before the Exhibitor/Sponsor takes possession of the Space and stand and if such changed area of such the Space and stand is smaller than the area specified in the application Contract for Space, the Organiser shall make a refund to the Exhibitor/Sponsor pro-rata to the amount of the area reduced.

c) reserve the right to charge £150 per space to meet Exhibition/Event venue and local authority cleaning and safety standards.

d) alter the position or layout of the Exhibition/Event and any stands including the stand and sSpace and the Stand.

e) close or procure the closure of the Stand if the Exhibitor/Sponsor is in breach of any of these terms and conditions.

ef) refuse any person admission to the Exhibition/Event.

fg) remove from the stand or the Hall at the risk and expense of the Exhibitor/Sponsor any exhibit, fitting or machinery or other items which the Exhibitor/Sponsor fails to remove in accordance with or which do not comply with these terms and conditions or any rules and regulations supplied from time to time by the Organiser to the Exhibitor/Sponsor.

gh) remove the Exhibitor/Sponsor or any person or persons from the Hall at any time if the Exhibitor/Sponsor or any person or persons is in breach of any of these terms and conditions or if, in the opinion of the Organiser, the Exhibitor/Sponsor or any person or persons is behaving in a violent, threatening, abusive, immoral or otherwise inappropriate manner or in the opinion of the Organiser is undesirable.

ij) remove from the Hall or from the stand any advertising, other installation, product or material which in the opinion of the Organiser is or may be undesirable, inappropriate, harmful (including harmful to the commercial interests of the Organiser), offensive, obscene, illegal or may cause a breach of the peace.

hj) change or vary these regulations at any time, or permit exceptions in special circumstances.

20. EXHIBITOR/SPONSOR'S LIABILITY FOR LOSS, DAMAGE AND INDEMNITY

All exhibits, fittings and all other materials and items brought into the Exhibition/Event/Event by the Exhibitor/Sponsor or the invitees of the Exhibitor/Sponsor shall be at the sole risk of the Exhibitor/Sponsor. The Organiser shall not be responsible for any loss or damage or theft to such exhibit, fittings or materials and items however caused. The Organiser shall not be responsible for the death or personal injury to the Exhibitor/Sponsor, agents or agents' contractors or other invitees of the Exhibitor/Sponsor save in the case of the Organiser's negligence.

The Exhibitor/Sponsor shall indemnify and keep indemnified the Organiser against all loss, damages cost charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of:

- any breach by the Exhibitor/Sponsor of any of the terms and conditions of this Agreement; or
- any loss suffered by the Organiser as a result of default or negligence of the Exhibitor/Sponsor or any of its invitees; or
- any liability to or claim by any third party (including the invitees of the Exhibitor/Sponsor).

The Exhibitor/Sponsor is responsible for and will indemnify and keep indemnified the Organiser against all injury, loss or damage of any kind arising as a result of the erection, use and dismantling of the stand and/or anything done on or from the stand (including without limitation the exhibiting of, offering for and/or sale of goods or services) caused directly or indirectly by the Exhibitor/Sponsor or any invitee of the Exhibitor/Sponsor or visitor to the stand or by any exhibit or machinery or other item introduced by any such person.

21. LIMITATIONS OF ORGANISER RESPONSIBILITY (INSURANCE)

Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate the Exhibitor/Sponsor shall take out adequate insurance in respect of its liabilities hereunder including (without limitation) public liability insurance for the loss, damage or injury caused by that party's neglect or default, providing a minimum limit of £1,000,000 in respect of the Exhibitor/Sponsor's participation at the Exhibition/Event/Event which liability shall extend to include the build-up and breakdown periods as well as the period of the Exhibition/Event/Event.

The Exhibitor/Sponsor shall be required to provide a copy of such policy and current premium payment receipt to the Organiser at the Organiser's request and, for the avoidance of doubt, the Exhibitor/Sponsor shall not be permitted to attend the Exhibition/Event/Event if it has not complied with its obligations regarding insurance. Without prejudice to the other provisions of this Agreement the liability of the Organiser to the Exhibitor/Sponsor shall in all circumstances including (without limitation) breach of this Agreement or negligence (save in the case of death or personal injury caused by the Organiser's negligence) be limited in aggregate to the fees paid by the Exhibitor/Sponsor of £100,000 whichever is the greater.

The Organiser accepts no responsibility in the event of cancellation, abandonment, postponement or curtailment, in whole or in part, of the Exhibition/Event/Event in the event of causes outside the reasonable control of the Organiser.

The Organiser shall not in any event, to the maximum extent permitted by law, be liable to the Exhibitor/Sponsor (neither in contract, tort (including negligence) or otherwise) for any loss of profit, goodwill, reputation or opportunity or for any consequential, indirect, incidental or special loss or damage even if the Exhibitor/Sponsor has advised the Organiser of the possibility of such loss.

22. CANCELLATION BY ORGANISER/FORCE MAJEURE

If, at the absolute discretion of the Organiser, the Hall shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition/Event/Event for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, contamination, subsidence, heavy landslip, impact, government intervention, malicious damage, negligent act or accident, acts of war, acts of God, strikes, failure of supplies of power, fuel, transport, equipment or other goods or services, breakdown or failure of equipment, riots or any other cause, the Organiser reserves the right to (but shall not be obliged to):

- change the location and/or date of the Exhibition/Event/Event; or
- curtail the Exhibition/Event/Event; or
- reduce the installation period, display period or dismantling period; or
- cancel the Exhibition/Event/Event.

In the circumstances specified in paragraphs (a), (b) and (c) of this section the parties agree and acknowledge that the Organiser shall not have any responsibility to the Exhibitor/Sponsor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor/Sponsor.

If the Exhibition/Event/Event is cancelled in accordance with paragraph (d) of this section the Exhibitor/Sponsor agrees to accept in complete settlement and discharge of all claims against the Organiser a refund of all charges paid by the Exhibitor/Sponsor less all costs and expenses incurred by the Organiser in connection with the Exhibition/Event/Event, which expenses shall be divided between all Exhibitor/Sponsors at the Exhibition/Event/Event and the Exhibitor/Sponsor's share pro-rated accordingly. In the event that the Exhibition/Event/Event is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition/Event/Event the Organiser will refund to the Exhibitor/Sponsor all charges paid by the Exhibitor/Sponsor to the Organiser and the Exhibitor/Sponsor agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

23. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

The Exhibitor/Sponsor must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Exhibition/Event or the Hall and in particular any fire regulations. All materials used on the stand must be non-flammable. The Exhibitor/Sponsor must comply with and observe the additional regulations and stand fitting regulations, copies of which are available from the Organiser and all other instructions and regulations laid down by the Hall owner and local authority from time to time.

24. TERMINATION AND WITHDRAWAL

Without prejudice to other rights it may have, the Organiser may cancel the Contract for Space by notice in writing if:

- the whole or any parts of the amounts due from the Exhibitor/Sponsor to the Organiser are not paid within 14 days after the due dates (whether formally demanded or not); or
- the Exhibitor/Sponsor fails to observe or fulfill any terms of the Contract for Space; or
- the Exhibitor/Sponsor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Exhibitor/Sponsor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the court for an interim order or one is made under part VII of the Insolvency Act 1986 or the Exhibitor/Sponsor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value.

Upon termination the Exhibitor/Sponsor shall remain liable to pay the Organiser the amounts due from it under the Contract for Space prior to such termination. Any termination of the Contract for Space (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such a termination.

25. ENTIRE AGREEMENT

The Contract for Space constitutes the entire agreement between the Organiser and the Exhibitor/Sponsor in respect of the Exhibition/Event and no terms, obligations, representations, warranties, promises or conditions, oral or written, express or implied, have been made or relied upon other than those contained herein. For the avoidance of doubt each party irrevocably waives any right it may have to seek a remedy for:

- any misrepresentation which has not become a term of this Agreement; or
- any breach of warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise;

unless such misrepresentation, warranty or undertaking was made fraudulently.

26. SEVERANCE

If at any time one or more provision contained in the Contract for Space is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in force and effect.

27. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement and nothing contained in this Agreement, express or implied, is intended to confer on any person other than the parties to it any rights, remedies, obligations or liabilities under or by reason of this Agreement.

28. NO WAIVER

No waiver of any term or condition of the Contract for Space shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term of the Contract for Space shall not be construed as a waiver of any subsequent breach of a term of the same or a different nature.

29. APPLICABLE LAW

The validity construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.