



Online Service Terms and Conditions

Please note you will receive a copy of these terms and conditions via email and a personalised copy in your account shortly after your booking.

This is an Agreement between:

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Of.....

.....

.....

telephone.....

email.....

(“You/Your/Yourself” and like expressions)

and

LE PERFORMANCE CONSULTING LIMITED a company incorporated and registered in England (CRN 7074209) whose registered office is at Convention House St Mary's Street, Leeds, LS9 7DP. United Kingdom (“We”, “Us”, “Our”, “Ourselves” and similar expressions)

Commencement Date.....

I. Definitions

I.1 In this Agreement the following terms shall have the following meanings:

‘Assessment’ means the (where applicable) any assessment undertaken by Us as set out at clause 3;

‘Commencement Date’ means the date set out at the head of this Agreement;

‘Due Dates’ shall mean the dates agreed between You and Us for Payment of Fees in accordance with this Agreement;

‘End Date’ means the date following the day scheduled for the final Session to be delivered under this Agreement as set out (where applicable) in the Programme Outline or as agreed between You and Us;

‘External Costs’ means any third party costs incurred by agreement between You and Us including but not limited to any charges incurred by Us on Your behalf for accommodation and subsistence, computer and software programming, artwork and mechanical items, design, artwork and print, exhibition and display materials, film, video and animation production, research, specifically undertaken in connection with the Programme, media monitoring (radio, television and press), messenger services, photography, digital reproduction and/or prints and/o additional

freelance fees for specified subcontractors;

'Fees' means the those sums payable in respect of Our Services and/or any Sessions as calculated and payable in accordance with the terms of the Website or set out in the Programme Outline and payable by You on the Due Dates;

'Initial Term' means the period commencing on the Commencement Date and concluding on the End Date;

"In Writing" means any form of written communication and shall include typewriting, printing, facsimile, email, SMS, lithography, photography and other modes of representing or reproducing words in a legible form (including without limitation communications made in written form using any facility on the Website);

'Needs analysis' means various forms of psychological and performance assessment undertaken by us and conducted by way of (but not limited to), observation, questionnaires, profiling, interviewing, video analysis as set out at clause 3;

'Programme' means that programme of sports psychology, mind coaching and mentoring activity relating to You to be undertaken by Us as set out in the Programme Outline as amended where applicable from time to time in accordance with the terms of this Agreement and the precise details of which (beyond the generic descriptions set out there) are to be as reasonably agreed between You and Us from time to time in accordance with this Agreement;

'Programme Outline' means that outline plan setting out the extent and nature of the Programme to be developed in accordance with this Agreement and upon acceptance by You and Us to be incorporated into this Agreement;

'Rights' shall have that meaning as set out in clause 17.1;

'Session(s)' shall have that meaning set out at clause 6;

'Services' means those services of sports psychology, mind coaching and mentoring to be provided by Us to You in accordance with this Agreement, as set out (where applicable) in the Programme Outline and including the Assessment;

'Term' means the period commencing on the Commencement Date and concluding on the date this Agreement terminates in accordance with its terms;

'Website' means Our website at www.louiseellis.com

'Working Day' means in any calendar week any day falling between Monday and Friday inclusive excluding only statutory bank holidays in England;

'Works' means any and all materials, documents, audio, video or audio-visual materials, assessments, briefing notes, graphs, graphics, photography, software, code (in source code or object code form), data, databases, methods, methodologies, techniques, advice notes, notes of consultations and any and all other materials and other works in whatever form, format or medium produced for You by or on behalf of Us at any time or otherwise generated by Us or by You or any other person in collaboration with Us in or in connection with the Services.

2. Services

- 2.1 You hereby engage Us to provide the Services for the Term in accordance with the terms of this Agreement with effect from the Commencement Date.

3. Assessment

The exact nature of the Services We provide to You will depend on what We agree with you and set out (where applicable) in the Programme Outline.

3.1 Purpose of the Assessment

3.1.1 Before We provide any Services We may require that You and We go through an assessment of the issues relevant to You and the ways in which We can help you (the 'Assessment'). The Assessment will take place during the first Session and will have such form and duration as We consider is appropriate in the light of the requirements You indicate You have from Our Services. We may ask You to provide information about Yourself during the course of the Session or (where applicable) at other times and/or by other means as agreed between You and Us in the course of the relevant Session. The Assessment may have the following forms where applicable: We may where applicable ask You before any Session to complete a form (the 'Assessment Form'). This will record details, as stated by You, as to your perception of the issues and requirements for which You need Our assistance as well as details of your current mental and psychological state, your general state of health, any medical conditions you have and any medication you are taking.

3.1.2 Where You have booked only one Session the Assessment will relate solely to the requirements notified by You to Us in relation to that Session and based on the information you provide during the Session we will (except in the event that clause 3.3 applies) offer guidance, techniques and interventions for you to action during the Session. That Assessment will not be used to create any Programme or Programme Outline, unless during the course of that Session You indicate that You

would like to book further Sessions, in which case we will work with You to devise an appropriate Programme Outline.

3.1.3 Please note in any event that We are not medical experts and any Assessment We undertake of or in relation to You is solely for the purpose of Our Services provided to You and We shall not be obliged to diagnose any medical condition, provide any medical treatment or advise you in any way on medical matters, and We shall have no liability whatsoever for any failure to do so of any nature.

3.1.4 Based on the results of clauses 3.1.1 and 3.1.2 above, We will discuss with You the type of issues and requirements You have and (where You have booked more than one Session) discuss a Programme. We may also need to discuss and agree other steps You may take outside the Programme, as well as things You can do yourself to help with the Programme We will be providing. You and We will also agree therefore as part of the Programme the full nature of the Services we are to provide, advice on the number of sessions, payment options, the Fees, the Due Dates and all other commercial terms between You and Us. After You and We agree on the Programme We will notify this information to this Agreement by the appropriate means (whether by way of a document held on the Website or otherwise) by way of recording the Programme and all relevant terms of the Programme in writing, which will then be confirmed by You and Us in writing and upon such confirmation shall be deemed to have been incorporated into this Agreement. You recognise and acknowledge the importance of making full and frank disclosure to Us of all relevant facts, matters and circumstances at all times, and that We will have no liability to You in relation to or arising out of any damage or loss of any nature caused to You where the same arises as a result, directly or indirectly, of any such failure on Your part.

3.2 Agreement of the Programme

Where applicable as and when You and We have agreed the Programme in writing as referred to at clause 3.1.3 above, this Agreement shall remain in force on the terms set out here and incorporating the terms of the Programme subject only to such rights of cancellation (where applicable) as You may have by law. In the event that You and We are unable to agree the terms of the Programme for any reason either You or We shall have the right to terminate this Agreement by service of not less than one week's notice in writing to the other.

3.3 If We cannot help You

Please note that after the Assessment has been carried out, We may decide that We cannot provide any Services. For example, You may suffer from a medical condition which We cannot treat, or You may need to obtain help or treatment from a medical practitioner or alternative provider of services, or undergo further tests (which We cannot provide). If this is the case We will suggest what You need to do next (including where necessary providing a report). If We do provide a report (which may be provided to you after the Assessment), You should give it to your medical practitioner. We will arrange for the repayment to You of any Fees paid in respect of Sessions which do not take place as a result of Our decision.

4 Performance of the Services

Where the Services to be performed involve sports psychology & performance interventions, mentoring or mind coaching We will normally provide You with the Services only after an Assessment is carried out; and by way of a single Session on a Session by Session basis or in accordance with the Programme.

4.1 If there is a significant period between an Assessment and Our providing the Services where We provide interventions, mentoring or mind coaching We may:

4.1.1 ask You to confirm in writing that the information you provided on the relevant Assessment remains accurate and that nothing of significance has changed in Your issues, requirements or lifestyle which will affect any Services We will provide; or

4.1.2 ask You to provide a letter from a medical doctor indicating you can receive interventions, monitoring and mind coaching from Us; or

4.1.3 not provide any Services until You have gone through another Assessment.

4.2 We either provide Our Services on the basis of individual Sessions (see clause 6 for explanation) or a series of Sessions. However, the best results or benefits are usually only possible if a series of Sessions is booked, by way of the Programme.

5 How the Services are provided

5.1 The Services will be provided by way of online or remote communication via the Website or (where agreed between You and Us) by telephone or other form of remote communication. You will use the user name and password generated by You enabling You to access the client area of the Website and the facilities provided by way of the Website will form the principal means by which the Services will be provided and the principal channel of communication between You and Us.

5.2 Where the Services (or any Services) are provided by way of the Website You agree that the terms of the following documents will apply to Your consequent use of the Website

5.2.1 Our Terms of Website Use

5.2.2 Our Privacy Policy

5.2.3 Our Acceptable Use Policy

save only to the extent any of the terms of the said documents conflict with or are modified by this Agreement and/or as otherwise agreed by You and Us in writing (whether by way of the agreement of the Project Outline in accordance with this Agreement or otherwise).

5.3 Without prejudice to the general effect of clause 5.2 You acknowledge that the following sections in the following documents shall not apply to this Agreement but that the relevant terms of this Agreement shall apply

5.3.1 From the Terms of Website Use those sections relating to Intellectual Property Rights, Reliance On Information Posted, Our Liability and Uploading Material to Our Site; and

5.3.2 From the Privacy Policy, that section relating to Uses Made of the Information

6. Length of a Session

6.1 Our Services are provided in sessions (either on the basis of an individual session or of a series of sessions) which are given in specific time slots which can be booked via the Website or (where a Programme has been agreed in accordance with this Agreement) identified (where applicable) in the Programme ('Session(s)').

6.2 At any time during a Session if in Our opinion We consider that You are not following Our reasonable instructions, are behaving or acting unreasonably or are offensive, then We may wish to stop a Session and not continue it.

7. Costs of Sessions

7.1 Costs

Our fee for a Session will be calculated in accordance with the relevant information that appears from time to time on the Website or a block of Sessions will be set out in the Programme.

7.2 Session overruns

If, at Your request, and with Our agreement, a Session runs longer than the Session period set out in the Programme, We will charge you for each [15] minutes that We provide you with the Services at the pro-rata rate You are paying for a Session.

8. If you are late for a Session or you cancel

8.1 If You are late

If You are late connecting to a Session the Session will start when You connect. The Session will continue until its scheduled end. If You wish the Session to overrun, and We agree, then you be charged for the extra time We spend in providing the Services, as set out in clause 7.2 above.

If in Our reasonable opinion We consider that providing Our Services will serve no practical value or will be unsafe for You in the time available remaining of the Session then We may cancel the Session. You will still be obliged to pay for the Session however.

8.2 If You cancel

If you have booked a Session whether by way of the Programme or otherwise and You cancel or fail to connect to that Session during the period of time allotted to it then You will be obliged to pay the cost of that Session. We will use reasonable endeavours to reschedule the Session without additional costs but this may not be possible and the cost of the Session will be payable by You in any event.

9. If We cancel

On occasion We may have to cancel a scheduled Session. This may occur for of a number of reasons, such as that Our provider of the Services is unwell, or a preceding session has unavoidably overrun. If a cancellation occurs in this situation then We will offer You another scheduled Session without further charge to You or offer you a refund of Our fee for that scheduled Session.

10. Limitation on Our liability to You

Our liability to compensate you for any loss or damage of any nature (in the case of loss or damage other than death or personal injury) in any way caused to You by Us whether as a result of breach of the terms of this Agreement, as a result of negligence or breach of any duty of any nature to You shall be limited to the total amount of the Fees paid by You to Us. Our liability for death or personal injury is also subject to certain limitations which are set in clause 11.

11. Limitation and exclusion of liability for personal injury and death

We will compensate you (subject always to the terms of clause 10) for any loss or damage You may suffer if We fail to carry out duties imposed on Us by law (including if We cause your death or personal injury by Our negligence) unless that failure is attributable to:

- 11.1 Your own fault (including but not limited to any failure by You to make full disclosure to Us of all relevant facts and matters during the Assessment and/or from time to time);
- 11.2 a third party unconnected with the provision of Services under this contract; or
- 11.3 events which We could not have foreseen or forestalled even if We had taken all reasonable care.

12. Fees, Disbursements and Expenses

- 12.1 In consideration of the Services, You shall pay to Us the Fees in accordance with clause 13.
- 12.2 No work or Services not paid for in advance in accordance with this Agreement or not set out in the Programme Outline (where applicable) shall be undertaken by Us unless and until a written estimate of the value of the time (calculated in accordance with Our standard charges from time to time in force) has been provided to You and You have approved the same in writing. In the absence of such approval in writing We shall not be entitled to make any charge for any such work or Services (whether by way of the Fees or otherwise) and Our charge shall be limited to the amount so agreed in respect of such work.
- 12.3 The Programme Outline may be varied at any time by the consent of both You and Us in writing. In the event of such variation the Programme Outline so varied shall be substituted for the document previously having effect, and the terms of the said document shall apply to this Agreement, and in the event of conflict with the terms of this Agreement the terms of the said document (including but not limited to its terms as to payment) shall prevail. In the absence of such variation We shall be under no obligation to depart in any way or to extend beyond the terms of the Programme.
- 12.4 In addition to the Fees We may incur external costs on Your behalf. Any External Costs are to be agreed in writing by You (by way where applicable of Your Representative) before being incurred, and where such written agreement has been provided the said costs and expenses will be charged to You monthly in arrears and payable in accordance with clause 13.3. We shall be entitled to charge a handling charge or uplift of 20% (twenty per cent) on the said items and/or on any purchases of goods and services made on Your behalf.
- 12.5 You and We agree that We will neither be required nor authorised to make advance payments or enter substantial financial commitments on Your behalf save with Your express written authority.
- 12.6 You acknowledge that where We make contracts with third parties in connection with the Programme those contracts are made in accordance with the terms and conditions negotiated between Us and the appropriate third party. We shall only enter such agreements on the basis of terms and conditions which comply with and do not conflict with the terms of this Agreement and You accept, and agree to comply with, the terms and conditions of the contracts which so comply and are notified to You by Us. Any interest charges, surcharges or other costs or losses incurred by Us to such third parties as a result of Your late payment following such notification, or other failure by You to observe the terms of this Agreement, will be invoiced to You and will be payable by You immediately.
- 12.7 All amounts stated in this Agreement are expressed to be without Value Added Tax and You hereby agree to pay, in addition to the amounts so stated, all and any Value Added Tax which or may become payable thereon upon presentation of a valid Value Added Tax invoice for the same.

13. Payment Terms

- 13.1 The Fees are to be paid by way of the payment mechanisms available on the Website or otherwise in such manner as may be agreed between You and Us in advance of any Session where the Session in question does not form part of any agreed Programme.
- 13.2 Where You and We have agreed in any Programme Outline for payment to be made by You on Due Dates set out in that Programme Outline then all payments set out there shall be paid by You on the Due Dates subject to receipt of a valid VAT invoice in respect of the same.
- 13.3 All expenses, costs, External Costs and other sums payable for Our work expressly authorised or otherwise payable under this Agreement by you are to be paid within 30 (thirty) days of receipt of a valid VAT invoice in respect of the same.

14. Confidentiality and Data Protection

- 14.1 Save as required by law or by the rules of any applicable stock exchange and save as authorised in this Agreement or any separate consent expressly given by You, We shall not use for any purpose save the appropriate performance of the Services or disclose to any person (save to Our legal or professional advisers) without Your express written permission at any time during or after the Term any confidential business, financial or personal information relating to You disclosed to Us by You or generated or compiled by Us in the course of the Services or which otherwise has come into Our possession by any means. We shall only be entitled to refer to Our engagement by You under this Agreement during or following the Term for Our own marketing, promotional and advertising purposes where such reference and the form of that reference have been approved in writing by You.
- 14.2 Nothing in this clause 14 shall apply to any information which is not confidential in nature, is in the public domain other than as a result of any breach of this Agreement by Us or becomes known to Us as a result of any disclosure to Us by any third party not in breach of any duty of confidentiality owed to You.
- 14.3 Save as required by law or by the rules of any applicable stock exchange You shall not use for any purpose save for

Your participation in the Services and subsequent use in Your sporting career, or disclose to any person (save to Your legal or professional advisers), without Our express written permission at any time during or after the Term, any Works or technical information (including but not limited to any data, techniques, methods, programmes and the content of any document generated for You or disclosed to You by Us in the course of the performance by Us of the Services) or marketing, financial, management or development information relating to Us or Our business disclosed to You by Us or generated or compiled by You in the course of receiving the Services or which otherwise has come into Your possession by any means. Nothing in this clause shall apply to any information which is well-known, commonplace or is already in the public domain for any reason other than disclosure by You or any other person in breach of any duty of confidentiality to Us or any third party.

- 14.4 Forthwith upon termination of this Agreement for any reason You shall return to Us all property belonging to Us held by You together with any and all copies held by You of any and all Works, materials, data, information or documents of any nature and in any form or format belonging to Us and/or to which the terms of clause 14.3 applies whether provided to You by Us or generated, compiled or created by or on behalf of You in the receipt of or in relation to the Services ('Our Documents'), and You shall destroy or delete any and all of Our Documents from any storage medium, computers, servers or other device or method of storage under Your possession, power or control.
- 14.5 We will hold, use and process any personal data or sensitive personal data ("Your Data") relating to You in accordance with the provisions of the Data Protection Act 1998 at all times. In relation to Your Data You hereby provide us with the following express consents to use of Your Data by Us:-
- 14.5.1 You hereby authorise Us to use Your Data in any way reasonably required in order for us to fulfil the terms of this Agreement and to provide the Services and to develop and improve the Services We provide to You;
- 14.5.2 You hereby authorise Us to retain Your Data as part of a database used by Us generally in connection with Our business on a confidential basis and to use the same:-
- 14.5.2.1 for research and development of any nature and for any purposes; and/or;
- 14.5.2.2 for the generation of data relating to the subject matter of the Services or like subject matter for use in any and all contexts including but not limited to any advertising, marketing or promotional context and/or in the context of academic research and/or publications, provided always that You shall not be reasonably identifiable in any published data, research or materials of any kind save with your express written consent; and/or
- 14.5.2.3 in order to contact You at any time during or following the Term in order to propose any further or additional Services or other Services whether to be provided by Us or any of our chosen partner organisations, subject at all times to Your having the option at any time to opt out of receiving any further communications of such nature.

15. Warranties and Liability

- 15.1 We warrant that We will use reasonable endeavours at all times to provide the Services:
- 15.1.1 with that level of expert care and skill to be expected of an expert and specialised sports psychology consultancy;
- 15.1.2 using only full time qualified staff (unless otherwise agreed in writing with You acting where applicable by way of your Representatives) or specified sub-contractors engaged on terms which comply with the terms of this Agreement and whose identity has been agreed in writing by You acting by its Representatives;
- 15.1.3 (without prejudice to the terms of clause 15.1.2) in any event using personnel who in all respects have sufficient expertise and experience to perform the Services to the highest reasonable standards;
- 15.1.4 in accordance with the Codes of Conduct of the British Association of Sport and Exercise Sciences in force from time to time and applicable laws and regulations from time to time in force;
- 15.2 We shall ensure that Louise Ellis is actively involved wherever and to the extent the same is applicable and appropriate in the provision of the Services, and/or as agreed in the Programme.
- 15.3 We shall not issue, release or disclose to any person, or publish to any person or in any medium or media, any press release, advertising, marketing or promotional materials or other information of any nature making direct and identifiable reference to You without Your express written consent (acting by way where applicable of Your Representative) in respect of the material to be published, the medium or media by which the same are to be published, the dates and times of publication (where applicable or subject to Our control).
- 15.4 You hereby acknowledge and accept that although We will take all reasonable care in the execution of the Services and/or any Programme, the effect of factors beyond Our control and the very nature of competitive sport may result in a variance in the effectiveness of the Services and/or the Programme from that anticipated or targeted in the planning and strategy for any applicable Programme, and may result in the objectives set out in such a Programme not being obtained. You acknowledge this and the possibility that other conditions could change and affect Your actual performance against the target performance, and You agree therefore that We will incur no liability to You of any nature however arising in such an event, save only where We are in breach of Our

obligations under clauses 15.1 to 15.3 of this Agreement.

- 15.5 You agree to make Yourself available for Sessions at all times required in any Programme and wherever appropriate at other times as agreed between You and Us for the purpose of the Services and You agree to cooperate to the fullest extent You are reasonably able with Us, in the performance of the Services and Our obligations under this Agreement, and to provide Us with accurate information regarding Your performance, state of health and physical and mental well being, as well as your competitors and the nature of any competition or event(s) in which you are engaged and to check all material prepared by Us as to accuracy and appropriateness to You and Your objectives. You will inform Us promptly if any work We prepare is inaccurate or misleading in any way.
- 15.6 You agree fully and effectively to defend, indemnify and hold harmless Us and Our officers, directors, agents, and employees from and against any and all claims, actions, proceedings, damages, losses, costs and liabilities made against or incurred by Us or them arising out of or in connection with:
- 15.6.1 the use of Your property, except to the extent that any claim arises as a result of Our negligence; or
- 15.6.2 the use, disclosure or publication by Us in all respects in accordance with this Agreement of any information, data or material supplied, or prepared by You in the form it was supplied or prepared by You; or
- 15.6.3 the discharge of the Services by Us in accordance with the terms of this Agreement.
- 15.7 We hereby warrant to You that any and all works of whatever nature supplied to You by Us at any time shall:
- 15.7.1 be Our original work or will be used by Us with the permission of all relevant rights holders;
- 15.7.2 not infringe the copyright, patents, trade marks, registered designs, design rights, database rights, moral rights, performance rights, personality or privacy rights, or other intellectual property or other rights (including but not limited to rights in respect of passing off, defamation and malicious falsehood) of any person in any manner;
- 15.8 We shall ensure at all times that We have in force with a reputable insurer insurance policies which cover relevant risks (including professional indemnity) against which a prudent sports psychologist would insure from time to time to a level of not less than £1,000,000 (one million pounds) per claim or per series of claims, and shall provide evidence of such insurance and the payment of all relevant premiums to You upon request.
- 15.9 The provisions of this clause 15 shall survive termination of this Agreement.

16. Approvals and Authority

- 16.1 Approval in writing by You of drafts, outlines, plans or estimates will be taken by Us as authorisation by You to Us in the terms the same is given to proceed to use of the same in the Services and to enter into contracts with suppliers and otherwise to undertake the steps so approved on the basis of such drafts, outlines, plans or estimates, and You shall be bound fully and effectively by such approval.
- 16.2 We will take reasonable steps to comply with requests from You to amend, halt or cancel any plans or work in progress in so far as this is possible within the scope of Our contractual arrangement with suppliers, but shall bear no liability to You of any nature from any failure or inability to do so.
- 16.3 You will be responsible for and will reimburse Us on demand in respect of any costs, claims or expenses incurred prior to or as a result of such cancellation or amendment.

17. Copyright and Intellectual Property Rights

- 17.1 Any and all copyright, design right, database rights, the right to apply for trade marks, registered designs, patents or other intellectual property protection, rights in respect of know-how and trade secrets and any other rights of intellectual property in any part of the world for the entire duration of the same for all purposes in and in relation to the Works (the 'Rights') shall belong absolutely to Us.
- 17.2 You hereby assign with full title guarantee (by way where applicable of present assignment of future rights) any and all Rights owned at any time by You to Us to hold the same absolutely for the entire duration of the same and for all purposes.
- 17.3 You shall without prejudice to the assignment set out at clause 17.2 do all things and execute all documents (or procure the same) in order to assign or procure the assignment to Us of any of the Rights by You or any third party engaged by You to such extent as is reasonably necessary to secure the entire benefit of the Rights to Us or as required by Us at any time during or following the Term. We will pay any costs incurred by You to any third party in connection with any such action by You where we have approved the said costs in writing in advance.
- 17.4 You shall waive or procure the waiver of any and all moral rights (as defined at Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 or any like rights taking effect in any part of the world at any time) by You or by any person who is Your employee, contractor or contact in any way entitled to the same in and in relation to any Works the Rights in respect of which have been or are assigned to Us under clause 17.2.
- 17.5 You will have the right to access any Works We specifically make available to You by way of the Website and to print or download such Works as We specifically authorise You in writing to print or download in accordance with the terms of that authorisation and the technical facilities we make available in respect of the same by way of the

Website. Such Works are subject the terms of clause 17.1 and will be confidential to You, and You will not be entitled to amend, adapt, copy, distribute, make available or communicate to any person, publish in any form, format or medium or use or exploit in any way any such Works in any way not expressly authorised in this Agreement without our express agreement in writing.

18. Termination

- 18.1 Subject to Your and Our rights to terminate this Agreement as set out at clauses 18.2 and 18.3, together with any rights you have to cancel this Agreement under any relevant regulations, this Agreement shall commence upon the Commencement Date and continue in force until the End Date.
- 18.2 Without prejudice to any other rights and remedies which You or We might have, either You or We shall have the right at any time to terminate this Agreement forthwith by notice in writing to the other:
- 18.2.1 if the other has committed any irremediable material breach of this Agreement or has failed to remedy any remediable material breach of this Agreement within 28 (twenty-eight) days of receiving notice in writing from the other specifying the breach and requiring remedy;
- 18.2.2 if the other ceases or threatens to cease to carry on business, becomes insolvent, has a receiver, administrative receiver or manager appointed over the whole or any part of its assets, becomes bankrupt, enters into any Individual Voluntary Arrangement, enters into any composition with creditors generally or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or analogous process in any jurisdiction; or
- 18.2.3 in the circumstances set out at clause 3.3.
- 18.3 In the event of termination of this Agreement for whatever cause, You will pay to Us all amounts due to Us in respect of Fees, costs, expenses, disbursements or otherwise to the date of termination including the notice period required by this Agreement.

19. Survival of Clauses

- 19.1 The provisions set out in clauses 1, 10, 11, 12, 13, 14, 15, and 17 – 24 inclusive of this Agreement shall survive expiry of the Term or its earlier termination in so far as is necessary in order to give effect to their terms.

20. Force Majeure

- 20.1 If either You or We are delayed or prevented from carrying out any of Your or Our obligations under this Agreement (save only any obligation to pay money) due to any circumstance beyond its reasonable control that party shall be excused performance of such obligation for as long as and to the extent that the prevention or delay continues PROVIDED THAT:
- 20.1.1 the party relying on the event of force majeure promptly on commencement thereof and in any case no later than 7 (seven) working days thereafter by notice in writing to the other party shall inform such party of the circumstance of such event and the anticipated duration thereof if any; and
- 20.1.2 in the event that any such event continues for a period exceeding 30 (thirty) working days following any notice issued pursuant to clause 20.1.1 and the effect of such event is to deprive the party unaffected by the said circumstance of force majeure of all or substantially all of the benefit accruing to it under this Agreement then the party unaffected by the circumstance of force majeure shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other party without any liability accruing to either party as a result, but without prejudice to any claims, actions, rights or remedies accumulated by the parties as at the date thereof.

21. No Assignment or Sub-Licence

- 21.1 This Agreement is personal to the parties. Neither party shall be entitled to assign, transfer or sub-licence this Agreement or any part of it and/or share in or grant to any third party any right derived from this Agreement without the prior written consent of the other.

22. Whole Agreement

- 22.1 This Agreement (including the documents referred to at clause 5.2 in accordance with the terms of clauses 5.2 and 5.3 and any Programme Outline incorporated into this Agreement in accordance with its terms) sets out the entire agreement and understanding between You and Us in relation to the subject matter contained herein and supersedes all previous agreements and arrangements (both oral and written) between them with regard to the subject matter.
- 22.2 Each of You and We acknowledge and agree that:
- 22.2.1 he/she/it has not entered into this Agreement on the basis of or in reliance on any statement or representation (whether negligent or innocent), condition, warranty or other provision (whether oral, written, express or implied) made, given or agreed to by any person (whether a party to this Agreement or not) except those expressly set out or referred to in this Agreement and the only remedy or remedies in respect of any misrepresentation or untrue statement made to it should be a

claim for breach of contract under this Agreement; and

22.2.2 this clause 22.2 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement which was induced by or otherwise entered into as a result of fraud (for which the remedies should be all those available under the law governing this Agreement).

22.3 No variation or amendment of this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each of You and Us.

23. Third Parties

23.1 This Agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to this Agreement.

24. Governing Law and Jurisdiction

24.1 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the courts of England.