

## TABLE OF CONTENTS

1.	Interpretation.....	1
2.	The App and the Services.....	2
3.	Contract Formation .....	3
4.	Bookings .....	3
5.	Agency Appointment.....	4
6.	Provider's Obligations.....	4
7.	Changes to Bookings and Cancellations .....	6
8.	Charges and Payment .....	6
9.	Intellectual Property Rights .....	6
10.	Data Protection .....	7
11.	Limitation of Liability: The Provider's Attention Is Particularly Drawn to this Clause. ....	9
12.	Termination .....	10
13.	Consequences of Termination .....	10
14.	General .....	11

**THE PROVIDER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 11* (LIMITATION OF LIABILITY).**

**1. Interpretation**

**The following definitions and rules of interpretation apply in these Conditions.**

**1.1 Definitions:**

<b>"App"</b>	means the application (app) for mobile devices, owned by TGCCA (including any Intellectual Property Rights subsisting therein), which shall enable the Provider to utilise the Services, and subsequently provide Transportation to the Passengers.
<b>"Booking"</b>	means the confirmation of a Booking for the Provider's Transportation, made by the Passenger via the App.
<b>"Booking Confirmation"</b>	has the meaning given to it in clause 2.1.
<b>"Business Day"</b>	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Charges"</b>	means the charges payable by the Provider for the supply of the Services in accordance with clause 7.
<b>"Commencement Date"</b>	means has the meaning given in clause 3.1.
<b>"Conditions"</b>	means these terms and conditions as amended from time to time in accordance with clause 14.5.
<b>"Contract"</b>	means the contract between TGCCA and the Provider for the supply of Services in accordance with these Conditions.
<b>"Data Protection"</b>	means the management and protection of Personal Data, in accordance with clause 10.
<b>"Intellectual Property Rights"</b>	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for copying, passing off or unfair competition, 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.

<b>“Passengers”</b>	means the users of the App who require and will make a Booking for Transportation by the Provider(s).
<b>“Personal Data”</b>	means any personal data which TGCCA processes in connection with this Contract.
<b>"Provider"</b>	means the taxi firm who intends to purchase and use the Services from TGCCA.
<b>“Provider Charges”</b>	means the charges paid by the Passenger for the Transportation via the App, and due to the Provider on completion of the Transportation.
<b>"Provider Default"</b>	means has the meaning set out in clause 6.4.
<b>"Services"</b>	means the of the App (and associated technology) owned by TGCCA, to enable the Provider to supply Transportation to Passengers. The Services are more particularly described in clause 2.
<b>“TGCCA”</b>	means the supplier of the Service, being The Green Cab Company App Limited business name for registered in England and Wales with company number 12840859.
<b>“Transportation”</b>	means the services offered directly by the Provider to the Passengers, facilitated by the App.

## 1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 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.

1.2.3 A reference to **writing** or **written** includes fax and email.

## 2. The App and the Services

2.1 TGCCA operates the Application, under which TGCCA obtains Bookings from Passengers.

2.2 The App shall be run by TGCCA as a platform to enable the Provider to make contact with Passengers, who require Transportation to and from UK Airports (**“Bookings”**).

2.3 TGCCA agrees to supply the Provider on a non-exclusive basis with the following services, and subject to the terms of clause 5 (Agency Appointment):

2.3.1 Obtaining and processing Bookings from Passengers via the App;

2.3.2 Obtaining all relevant information required in respect of a Booking; and

- 2.3.3 Invoicing the Passenger on behalf of the Provider in respect of the Provider Charges.
- 2.4 TGCCA agrees to provide the Services from the Commencement Date, on the terms of this Contract and TGCCA shall use reasonable endeavours to supply the Services, in accordance with this Contract all material respects.
- 2.5 The Provider shall be required to give any such assistance as TGCCA may require in order to enable TGCCA to deliver the Services.
- 2.6 The Provider acknowledges and accepts that TGCCA is not responsible for the management of the Application itself, and as such TGCCA offers no warranty to the Provider:
  - 2.6.1 that the supply of the Services, and the Licensees access to the Application will be uninterrupted or error-free; or
  - 2.6.2 that the Services, documentation and/or the information obtained by the Provider through the Application will meet the Provider's requirements; or
  - 2.6.3 that the Application, any software therein, will be free from any vulnerabilities or viruses.

### **3. Contract Formation**

- 3.1 The Provider shall apply to TGCCA to become a listed provider of Transportation on the Application, and at such time as TGCCA issues written acceptance of the Provider's application, the Contract shall come into existence ("**Commencement Date**").
- 3.2 These Conditions apply to the Contract to the exclusion of any other terms that the Provider seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.3 Save for these Conditions, there shall not be inferred or implied any other contractual relationship between TGCCA and the Provider.

### **4. Bookings**

- 4.1 Each Passenger shall confirm their pick-up-location ("**Location**") and their destination ("**Destination**") in sufficient detail via the App to enable to Provider to consider the route.
- 4.2 Based on the Booking, the Provider may choose to provide the Passenger with a quote ("**Price Quotation**") subject to the Provider's availability.
- 4.3 The App shall not send the Passenger Booking to any Provider in particular and will be sent to all Providers.
- 4.4 Each Price Quotation shall be valid for a period of 7 days from the date it is given.
- 4.5 The Passenger's information, which for the avoidance of doubt may contain the Passenger's Personal Data, such as name, telephone number and contact email and shall be shared with the Provider once the Passenger has accepted the Price Quotation, and the Provider shall be informed of the same via the App ("**Booking Confirmation**").

4.6 Any Location or Destination which is the Passenger's home address shall not be disclosed to the Provider and such Location or Destination shall be limited to postcode only, until the Provider issues its Booking Confirmation. Any Location or Destination which is a UK Airport shall be confirmed via the App at the time the Booking is requested by the Passenger.

## **5. Agency Appointment**

5.1 The Provider appoints TGCCA as its agent on a non-exclusive basis, to obtain Bookings on behalf of the Provider.

5.2 The Provider acknowledges and accepts that TGCCA shall only supply the Provider with the Services, depending on:

5.2.1 Passengers choosing to use the Provider for the Transportation over other providers listed on the App who provide a Price Quotation to the Passengers via the App; and

5.2.2 The location of the Passengers and the Passenger's location requirements for a particular Booking, in relation to the Provider's location.

5.3 TGCCA does not warrant that any Bookings will be obtained under this Contract for the Provider, nor that any set level of Passengers will be met within any period.

5.4 TGCCA reserves the right to be appointed as agent for other providers, and to deliver the Services to those providers.

5.5 The Parties acknowledge and accept that the supply of Transportation shall be the responsibility of the Provider and that the Provider is the sole contracting party with Passengers, and TGCCA shall have no liability to the Provider or to the Passenger (as the case may be) however so arising, in connection with the Transportation after the Booking Confirmation.

5.6 The Provider shall supply the Transportation in accordance with its own terms and conditions and TGCCA shall have no authority to bind the Passenger in any way to any contract between the Provider and the Passenger under the Provider's terms and conditions, and TGCCA shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is the primary supplier of the Transportation.

5.7 TGCCA shall have no authority not make or enter into any contract or commitment with Passengers or incur any liability for or on behalf of the Provider, including for the provision of the additional service or the price for them, and shall not negotiate any specific or bespoke terms for the provision of Transportation for a particular Booking, unless specifically authorised to do so by the Provider in writing.

## **6. Provider's Obligations**

6.1 The Provider shall:

6.1.1 ensure prior to the Commencement Date, and to maintain for the duration of the Provider's use of the Service, that it and or any of its drivers (as the case may be):

- 6.1.1.1 hold a valid taxi licence issued by any relevant local authority in the UK;
  - 6.1.1.2 hold a certificate of compliance ;
  - 6.1.1.3 have a Disclosure Barring Service (DBS) Certificate which shall not be older than 12 months old at any time; and
  - 6.1.1.4 hold all necessary licences, insurances, permissions and consents which may be required for the safe and legal provision by the Provider's of the Transportation.
- and provide a copy of those documents referred to in this clause 6.1 to TGCCA on request. .
- 6.1.2 provide TGCCA with such information and materials as TGCCA may reasonably require in order to supply the Provider with the Services and ensure that such information is complete and accurate in all material respects.
- 6.2 In relation to each Booking for Transportation, the Provider shall be required to provide the Transportation:
- 6.2.1 in keeping with good industry practice, utilising a degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of business as the Provider under the same or similar circumstances;
  - 6.2.2 promptly and in a professional and courteous manner; and
  - 6.2.3 in accordance with all applicable UK and European laws and regulations from time to time in force;
- 6.3 The Provider shall use its best endeavours to avoid any act or omission which would bring disrepute to TGCCA or have a negative impact on TGCCA's business.
- 6.4 If the Provider or fails to perform any relevant obligation under these Conditions ("**Provider Default**") then:
- 6.4.1 without limiting or affecting any other right or remedy available to it, TGCCA shall have the right to:
    - 6.4.1.1 suspend the Services until the Provider remedies the Provider Default, and to rely on the Provider Default to relieve it from the performance of any of its obligations, in each case to the extent the Provider Default prevents or delays TGCCA's performance of any of its obligations; and
    - 6.4.1.2 terminate the Contract in accordance with clause 12.2.
  - 6.4.2 TGCCA shall not be liable for any costs or losses sustained or incurred by the Provider arising directly or indirectly from TGCCA's failure or delay to perform any of its obligations as set out in this clause 6; and
  - 6.4.3 the Provider shall indemnify and hold TGCCA harmless for any costs or losses sustained or incurred by TGCCA arising directly or indirectly from the Provider Default.

## **7. Changes to Bookings and Cancellations**

7.1 The Passenger may make changes to the Booking up to 24 hours prior to the time and date specified in the Booking Confirmation. If the Provider cannot accept such changes, the Passenger may cancel the Booking and the Provider will not receive payment from the Passenger.

7.2 A Passenger may cancel their Transportation at any time after the Booking Confirmation, free of charge. If the Passenger cancels their Transportation within 24 of the time and date specified in the Booking, the Passenger will be charged an administration fee of 12.5% of the Price Quotation.

## **8. Charges and Payment**

### **Charges**

8.1 TGCCA will charge a 12.5% commission of the Provider's Charges for each Booking ("**Commission**"). The Commission will be deducted from the funds paid by a Passenger via the App.

8.2 If the Passenger cancels the Booking according to clause 7.2, TGCCA will waive the Commission and will refund the Provider's Charges for that Booking, but TGCCA reserves the right to charge an administration fee from the Passenger.

### **Collecting Payment**

8.3 Payment of the Provider's Charges shall be collected via the App. Payment will be collected by TGCCA when the Booking Confirmation is made.

8.4 TGCCA will hold the Provider's Charges paid by the Passenger until the Transportation is successfully completed and release the Provider's Charges to the Provider on completion.

8.5 When the Transportation is complete, the Provider's driver for a particular Booking will confirm successful completion of the Transportation via the App ("**Confirmation Request**"). The App will send a notification to the Passenger confirming that the Transportation has been successfully completed and that the Provider's Charges are being released to the Provider ("**Completion Notice**").

8.6 TGCCA will release the Provider's Charges in full to the Provider within 30 days of the Completion Notice.

## **9. Intellectual Property Rights**

9.1 The Provider acknowledges and agrees that TGCCA and/or its licensors own all Intellectual Property Rights in the App and or the Services (whether or not any Services are integrated into the App or not). Except as expressly stated in this Contract, this Contract does not grant the Provider any rights to, or in any of TGCCA's Intellectual Property Rights or any other rights or licences in respect of the App and or the Services.

9.2 TGCCA grants the Provider a fully paid-up, non-exclusive, royalty-free, non-transferable licence of any Intellectual Property Rights which do or may subsist in the App and or the Services (whether or not any Services are integrated into the App or not). Such licence shall

be deemed to be limited solely to the Provider's reasonable use of the App, as may be necessary for the Provider to receive and make use of the Services. Such licence shall be limited in duration until termination and or expiry of the Contract, and for the avoidance of doubt, upon such termination or expiry the Provider's use of the App and receipt of the Services shall cease and the licence be revoked by TGCCA.

- 9.3 The Provider warrants he or she shall not, in the course of using the App and the Services and at any time thereafter, infringe any of TGCCA's Intellectual Property Rights which subsist or may subsist in the App and or the Services.
- 9.4 Notwithstanding clause 9.3, to the extent that the Provider does infringe TGCCA's Intellectual Property Rights, whether or not such infringement is deliberate or accidental, or the means by which such infringement come about, including but not limited to copying or passing-off, is immaterial.
- 9.5 To the extent that any use of Intellectual Property Rights, by the Provider shall be deemed in the reasonable opinion of TGCCA to be an infringement of TGCCA's Intellectual Property Rights, and save where any such use shall be permitted under this Contract, the deemed infringement shall be deemed breach of this Contract.
- 9.6 The Provider shall fully and effectively indemnify TGCCA for any actual or alleged infringement by the Provider, its employees, associates, advisors or any other party reasonably connected to the Provider, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by TGCCA arising out of or in connection with any such actual or alleged infringement of a TGCCA's Intellectual Property Rights.

## **10. Data Protection**

### **Additional Definitions:**

“**Data Protection Legislation**” shall, for the purposes of this clause 10, mean all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Provider is the controller and the TGCCA is the processor.
- 10.3 Without prejudice to the generality of clause 10, the TGCCA shall, in relation to any Personal Data processed in connection with the performance by the TGCCA of its obligations under the Contract:



- 10.3.1 process that Personal Data only on the documented written instructions of the Provider unless the TGCCA is required by Data Protection Legislation to otherwise process that Personal Data. Where the TGCCA is relying on Data Protection Legislation as the basis for processing Personal Data, the TGCCA shall promptly notify the Provider of this before performing the processing required by the Data Protection Legislation unless those Data Protection Legislation prohibit the TGCCA from so notifying the Provider;
- 10.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Provider, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 10.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 10.3.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Provider has been obtained and the following conditions are fulfilled:
  - 10.3.4.1 the Provider or the TGCCA has provided appropriate safeguards in relation to the transfer;
  - 10.3.4.2 the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - 10.3.4.3 the TGCCA complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - 10.3.4.4 the TGCCA complies with reasonable instructions notified to it in advance by the Provider with respect to the processing of the Personal Data;
- 10.3.5 notify the Provider without undue delay on becoming aware of a Personal Data breach;
- 10.3.6 at the written direction of the Provider, delete or return Personal Data and copies thereof to the Provider on termination of the Contract unless required by Data Protection Legislation to store the Personal Data; and

- 10.3.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and immediately inform the Provider if, in the opinion of TGCCA, an instruction infringes the Data Protection Legislation.
- 10.4 The Provider consents to TGCCA appointing a third-party processor of Personal Data under the Contract. Such third-party processor shall be any party which the TGCCA deems to be a necessary recipient of Personal Data under the Contract and may be appointed by the TGCCA at any time. As between the Provider and TGCCA, TGCCA shall remain liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.
- 11. Limitation of Liability: The Provider's Attention Is Particularly Drawn to this Clause.**
- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in this clause 11 shall limit the Provider's payment obligations under the Contract.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.3.1 death or personal injury caused by negligence;
  - 11.3.2 fraud or fraudulent misrepresentation; and
  - 11.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.4 Subject to clause 11.3, TGCCA's total liability to the Provider under contract shall not exceed the total charges due to TGCCA in respect of the Services.
- 11.5 In clause 11.4 "*total charges*". The total charges mean all sums paid by the Provider and all sums payable under the Contract.
- 11.6 Subject clause 11.2 (No limitation of Provider's payment obligations) and clause 11.3 (Liabilities which cannot legally be limited), this clause 11.4 sets out the types of loss that are wholly excluded:
- 11.6.1 loss of profits.
  - 11.6.2 loss of sales or business.
  - 11.6.3 loss of agreements or contracts.
  - 11.6.4 loss of anticipated savings.
  - 11.6.5 loss of use or corruption of software, data or information.
  - 11.6.6 loss of or damage to goodwill; and
  - 11.6.7 indirect or consequential loss.
- 11.7 Unless the Provider notifies TGCCA that it intends to make a claim in respect of an event within the notice period, TGCCA shall have no liability for that event. The notice period for an event shall start on the day on which the Provider became, or ought reasonably to have become, aware of the Provider becoming aware of having grounds to make a claim in respect of the event and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.8 This clause 11 shall survive termination of the Contract.

## **12. Termination**

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice.

12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;

Without affecting any other right or remedy available to it, TGCCA may suspend the supply of Services under the Contract or any other contract between the Provider and TGCCA if the Provider commits a breach of the Contract, as provided in clause 12.2, or TGCCA reasonably believes that the Provider is about to breach them.

## **13. Consequences of Termination**

13.1 On termination of the Contract:

13.1.1 the Provider shall immediately pay to TGCCA all of TGCCA's any sums due under the Contract which are outstanding at the date but outstanding unpaid invoices and interest and, in respect of Services supplied;

13.1.2 the Provider's access to the App and the Services shall cease immediately, and the Provider shall return any Personal Data received throughout the course of the Services, which relate to any for any Passengers using the App.

13.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **14. General**

14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 **Assignment and other dealings.**

14.2.1 TGCCA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

- 14.2.2 The Provider shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 14.3 **Confidentiality.**
- 14.3.1 Each party undertakes that it shall not at any time after termination of the Contract, disclose to any person any confidential information concerning the App and Services.
- 14.3.2 Each party may disclose the other party's confidential information:
- 14.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
- 14.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 14.4 **Entire agreement.**
- 14.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 14.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract

deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**14.8 Notices.**

14.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax or email, to its main fax number or email address.

14.8.2 Any notice shall be deemed to have been received:

14.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

14.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

14.8.2.3 if sent by fax or email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.8.3 This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**14.9 Third party rights.**

14.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.