

Reset Connect Ltd – Delegate Event Terms & Conditions

1. Definitions

In these T&C:

The following terms have the meaning set out in the Booking Contract: **Client**, **Event**, **Fees**, and **Organiser** (if not otherwise stated, this shall be Reset Connect Ltd). **Parties** are Organiser and Client.

Affiliate means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

Applicable Laws means all laws applicable in the country or countries of performance of these T&C, including all legislation, statutory instruments, regulations, regulatory policies, guidelines and codes of practice and any other requirements of any relevant government or governmental or regulatory agency, applicable to the performance of these T&C.

Booking Contract means the booking contract for attendance at the Event, including any appendices to the Booking Contract.

Event Platform means the event website, event app or other platform designated to hosting any virtual element of the Event.

Force Majeure Event means any circumstance beyond the Organiser's reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, the outbreak of an epidemic or pandemic (and any measures adopted by local, regional or national governments, legislatures, public health or other competent authorities that are designed to limit the extent or impact of such pandemic or epidemic), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, interruption or failure of a utility or major technical outage or transportation service, lack of commodities or supplies, vendor or software failure or systems outage, speaker or participant cancellation or withdrawal, or any other event which causes the whole or a substantial part of the Venue to be closed to the public or which otherwise adversely impacts the Event, including (without limitation) by making it impossible or unlawful to host the Event at the Venue and / or on the Event Platform and / or on the planned date.

T&C means the Booking Contract and these terms and conditions.

Venue means, if the Event is a physical Event, the exhibition hall or area in which the Event takes place.

2. These T&Cs

- 2.1 Our events, whether physical or virtual are directed at business professionals and are not directed at individuals, consumers or children. By entering into these T&C you warrant and represent that you (and each Delegate) have authority and power to legally bind the Client to these T&C.
- 2.2 These T&C apply between the Client (you, your) and the Organiser (we, our), and set out the terms on which you agree to attend the Event, whether physical or virtual.
- 2.3 These T&C shall come into force on the day the Organiser receives:
 - (a) a copy of the Booking Contract which has been signed by the Client or when an appropriate electronic signature is applied in

respect of the Client through such electronic signatures application as is adopted by the Organiser from time to time; or

- (b) a completed online registration form (Online Form) submitted by an authorised representative of the Client, which (where accepted by us and not rejected in the circumstances described below) shall be deemed for the purpose of these T&C to be the Booking Contract,

(the Effective Date) and shall, unless terminated earlier in accordance with these T&C, expire 30 days after the later of: (i) completion of the Event; and (ii) the date on which content and materials relating to the Event are no longer accessible by the Client on the Event Platform (the Term). For the avoidance of doubt, we reserve the right to accept or reject any Booking Contract or Online Form submitted to us by you at any time, including after the Effective Date (which may be due to the outcome of any sanctions screening or such other checks which we may undertake in respect of you). If we reject the Online Form, no Booking Contract shall be formed, we will refund you any Fees paid by you and these T&C shall terminate automatically. If we reject the Booking Contract, we will refund you any Fees paid by you and these T&C shall terminate automatically.

- 2.4 Any additional terms and conditions provided to us by you and not agreed by the Parties in the Booking Contract shall not have legal effect and shall be deemed withdrawn by you upon entry into these T&C. For clarity, obligations in respect of Event sponsors and exhibitors are set out in the separate Events T&C.
 - 2.5 You are required to specify the name, job role, phone number and email address of each individual attending the Event on your behalf (a Delegate) either:
 - (a) by notice to us in writing (including by email) using the Organiser contact details specified on the Booking Contract (the Organiser Contact) at least ten (10) business days in advance of the first day of the Event; or
 - 2.6 You shall procure that your Delegates are made aware of, read and comply with these T&C. Any obligation expressed to be owed by you, the Client, under these T&C shall apply to each Delegate as if it was the Client. For the avoidance of doubt, you shall be wholly liable at all times for any breach of these T&C by a Delegate, and any acts or omissions of a Delegate in connection with the Event.
- ## 3 General
- 3.1 If you will attend the Event, or any part of the Event, in person:
 - (a) you acknowledge that we are not responsible for the loss of or damage to your, or your Delegate's, property during the Event; and
 - (b) you shall procure that your Delegates do not cause any physical damage to the Venue, our property or to the property any other attendee of the Event (including any other delegate, or an exhibitor or sponsor). You are solely responsible for the cost of making good any such physical damage.
 - 3.2 You agree to comply with any user, technical or operational information or guidelines relating to the Event and/or the Event Platform notified to you in writing (including by email), including without limitation:

- (a) if you attend any element of the Event in person, any rules and procedures relating to health and safety, security and general use of the Venue; and
- (b) if you attend any element of the Event virtually, the Event Platform rules and procedures relating to advertising, acceptable user and content guidelines, anti-harassment policies, contribution and messaging policies, security and general use of the Event Platform,

(Additional Terms), together with all instructions from time to time from us, the Event Platform operator or administrator or Venue management or security personnel, during the operation of the Event.

- 3.3 You acknowledge that we may refuse admission to, block access to, or remove from the Event (whether virtual or physical), any person in our absolute discretion who fails to comply with these T&C or who in our sole opinion places you in breach of these T&C, undertakes (or seeks to undertake) any unauthorised access to systems or content (including in respect of exhibitor, sponsor or other attendee content), damages property or who represents a security risk, safety risk, nuisance or annoyance to the running of the Event or the operation of the Event Platform, including any named Delegate notified to us in accordance with Clause 2.5.
- 3.4 Whilst we will take reasonable steps to ensure the accuracy of any information we provide to you relating to the Event, we give no warranty or representation as to the accuracy or completeness of the information, and any inaccurate information provided to you in connection with the Event shall not entitle you to cancel your attendance at the Event, or make any claim for refunds or otherwise against us.
- 3.5 You acknowledge and agree that we, or third parties acting on our behalf, may take photographs, videos or recordings of the Event which may include your Delegates (Event Content).

4 Virtual Events

- 4.1 If the Event is wholly or partly virtual, you agree to comply with this Clause 4.
- 4.2 You acknowledge that you are solely responsible for ensuring your Delegates have the required technical capacity and systems availability to enable them to access and ensure continual access to the Event Platform.
- 4.3 You acknowledge that you are solely responsible for ensuring that access by your Delegates to the Event Platform is kept secure if we issue them with a username and password (or other access keys or credentials). The username and password are confidential and remain our property and must not be shared, assigned or transferred to any third party without our permission in writing. You acknowledge that you must not permit the sharing of any username or password (or other access keys or credentials) by your Delegates and accept that if they do, you will be wholly liable and will remain liable for any acts carried out or omitted to be carried out using those usernames, passwords, keys and credentials. You must immediately notify us if you become aware of any unauthorised use of the Event Platform or other breach of security.
- 4.4 You are responsible for ensuring that your Delegates do not interfere with or cause damage to the Event Platform, including but not limited to attempting to circumvent security, hack into or otherwise disrupt or corrupt any computer system, server, website, router or other device, whether knowingly or recklessly. You are responsible for the cost of making good any such damage, whether caused by your Delegates or any third parties engaged on your behalf.

- 4.5 You shall ensure that your Delegates do not procure or transmit the sending of any unauthorised or unsolicited advertising or promotional content or material through the Event Platform that has not been pre agreed in writing (including by email) by us.
- 4.6 We reserve the right to monitor and moderate the Event Platform (including UGC, defined below in Clause 4.9) but you acknowledge that we are under no obligation to monitor, moderate or otherwise oversee the Event Platform.
- 4.7 You acknowledge and agree that the Event Platform is provided "as is" and that we cannot guarantee that the Event Platform will operate continuously, without interruption, securely or without errors and we will not be held liable for any temporary unavailability or disruption to the Event Platform.
- 4.8 You acknowledge that we do not endorse or accept responsibility for any content or use of the Event Platform, or any goods or services identified, described or advertised on the Event Platform and we are not responsible for ensuring that the Event Platform or any information on it or relating to it is accurate or kept up to date.
- 4.9 You acknowledge that certain functionality made available on the Event Platform (for example chat functionality, collaboration tools and content generation tools) may enable Delegates to generate content (UGC) and you accept that UGC may be embedded and / or incorporated into the Event Materials (defined in Clause 5.2(a) below), Event Content and/or the Event Platform and that we shall have a right to continue to use UGC in connection with future events or in connection with our other business purposes, or those of our Affiliates as provided in Clause 5.7. You shall not, and shall procure that your Delegates shall not, generate any UGC on the Event Platform which infringes the intellectual property rights of any third party or which is obscene, unprofessional or unlawful.

5 Intellectual property rights

- 5.1 In this Clause: Speaker Content means any material, information, data or content (in each case, whether digital or hard copy), including any photograph, video or audio recording, generated or produced by the Client or its Delegate(s) and provided or made available to the Organiser by a Client or its Delegate(s) pursuant to the Delegate(s) delivering a presentation or participating in a panel discussion at the Event. Client Background IPR means all intellectual property rights owned or created by the Client (or on the Client's behalf):
 - (a) prior to the Effective Date; or
 - (b) during the Term, independently from the performance of the Client's obligations or exercise of its rights under these T&C.
- 5.2 You acknowledge that we own, or shall be deemed to own:
 - (a) all intellectual property rights in the information or materials (whether digital or hard copy) provided to you or your Delegates in connection with the Event (excluding Speaker Content) (Event Materials);
 - (b) any intellectual property rights generated or developed in connection with the Event or otherwise pursuant to these T&C, including all intellectual property rights in UGC and Event Content, but excluding Speaker Content; and
 - (c) to the extent applicable, all intellectual property rights in the Event Platform, (Organiser IPR) and you shall not have any rights in respect of Organiser IPR other than as those granted pursuant to Clause 5.4.
- 5.3 You agree to assign to us (or on request, to the relevant rights holder) with full title guarantee all legal and beneficial title and interest that you or your Delegate may have in or in relation to any Organiser IPR

from the date of its creation, whether in existence now or created in the future throughout the world for the full duration of the Organiser IPR (including any renewals or extensions thereof) together with the right to claim damages for past infringement of or other unlawful use(s) of such. You shall also ensure that all moral rights in any such Organiser IPR assigned to us are waived unconditionally and irrevocably and are not asserted, and shall procure such additional assistance and other steps as may be necessary from your Delegates and other representatives to ensure that such intellectual property rights vest in us as provided for in Clause 5.2.

5.4 To the extent that we own the relevant intellectual property rights, we hereby grant (or shall procure the grant) to you for the Term a nonexclusive, non-transferable, non-sublicensable, revocable and royalty-free licence to use the Organiser IPR solely to the extent necessary for you to participate in the Event and, if applicable, use the Event Platform as contemplated by these T&C. You acknowledge that all Event Materials are strictly confidential and you shall ensure that your Delegates do not copy or share any Event Materials with any third party for any purpose.

5.5 If any of your Delegates generate or produce Speaker Content:

(a) you hereby grant to us, and if necessary procure the grant of, an irrevocable, non-exclusive, freely-transferable, worldwide and royalty-free licence (with the right to freely sub-license) to use, copy, distribute, disclose to third parties, reproduce (including, for the avoidance of doubt in any advertising or promotional material relating to the Event or in connection with any other events held by us), adapt, translate or modify all intellectual property rights in and to Speaker Content (including to any Client Background IPR incorporated or embedded in Speaker Content), for our and our Affiliates' business purposes for as long as such intellectual property rights subsist (and this licence shall survive termination of these T&C);

(b) you warrant that the Speaker Content will not infringe the copyright or any other right of any third party or breach any contract or duty of confidence, data protection law or the Official Secrets Act or other legislation relating to national security, or be inappropriate, obscene, defamatory or otherwise unlawful; and

(c) you shall ensure that all moral rights and performers' rights in any such Speaker Content arising under the UK Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction are waived unconditionally and irrevocably and are not asserted.

5.6 To the extent any Client Background IPR is incorporated or embedded in UGC (or is otherwise incorporated or embedded in the Event Platform) you hereby grant (or shall procure the grant) to us a perpetual, nonexclusive, freely-transferable, worldwide and royalty-free licence (with the right to freely sub-license) solely to use such Client Background IPR within the UGC for our and our Affiliates' business purposes (and this licence shall survive termination of these T&C).

5.7 Any posts, messages or other materials, information or data supplied or uploaded on the Event Platform or other UGC will be considered non confidential and we have the right to use, copy, distribute and disclose such UGC to third parties for any purpose.

5.8 If the Event is wholly or partly virtual, you shall ensure that your Delegates do not download, store, reproduce, transmit, display, copy, distribute, exploit or use the Event Platform and/or any contribution contained in the Event Platform and/or any Event Materials for your or their own commercial gain, use the Event Platform and/or any contribution and/or any Event Materials in any manner other than in compliance with these T&C, or infringe our intellectual property rights or those of any third party in relation to your Delegate's use of the Event Platform and/or any content and/or any Event Materials.

6 Data protection

We will only use your Delegate's personal data in accordance with our privacy policy. You will ensure that each Delegate has read this privacy policy - details of this are available at <https://www.reset-connect.com/privacy-policy>

7 Fees and payment

7.1 You will pay us the Fees on the terms specified in the Booking Contract. All Fees are exclusive of applicable taxes (e.g. VAT or sales tax) and you shall pay a sum equal to the amount of VAT, sales or such equivalent tax chargeable, in addition to the Fees.

7.2 You shall make all payments of the Fees to the Organiser without any deduction or withholding for or on account of tax (a Tax Deduction), unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made by you, the amount of Fees due from you shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the Fees which would have been due if no Tax Deduction had been required.

7.3 We reserve the right to change the price of the Event at any time, but such changes will not affect the Fees agreed in a Booking Contract. All discounts can only be applied at the time of registration for the Event and discounts cannot be combined. All discounts are subject to our approval and, to the extent applicable, shall be reflected in the Booking Contract. Discounts for group registrations are only valid for the number of Delegates specified on the Booking Contract. If the number of Delegates that actually attend the Event is (for any reason) less than the number specified in the Booking Contract, then we may (in our sole discretion) change the Fees payable by you to reflect the number of Delegates that actually attend the Event in line with our published prices then in force. For the avoidance of doubt, we shall not at any time during the Term, accept any request to apply discounts or promotions on the amount of Fees stated in the Booking Contract retrospectively, whether or not you have already paid the Fees.

7.4 In the event you fail to pay any part of the Fees by the relevant due date specified in the Booking Contract, we may (without prejudice to any other rights we may have):

(a) charge you interest on any amounts which are due and unpaid, at a rate per year of 2% above the then current Bank of England base rate, calculated daily from the due date until the date of payment; and/or

(b) require such payment as a condition of your Delegate's entry to the Event or refuse their entry to, or block them from accessing, the Event (whether physical or virtual).

For the avoidance of doubt, if you do not pay the full amount of the Fees by the relevant due date and as a result your Delegate is refused entry to the Event pursuant to sub-clause (b) above, we will not refund you for any proportion of the Fees already paid, and the balance of your Fees will remain due and payable (with interest accruing on such amount until the date of payment).

8 Changes to the Event

We reserve the right, in our sole discretion, to change the format, content or timing of the Event programme, the identity of any speakers or exhibitors, the hosting medium, virtual location or Venue for any reason and without liability to you, provided that the Event, as altered, is similar to the Event as originally advertised. For the avoidance of doubt, in these circumstances, the Fees shall remain payable in full to the extent not already paid, and we will not refund you for any proportion of the Fees or otherwise be held liable for any other costs or expenses incurred by you in connection with the Event.

9 Cancellation by the Client

You must give the Organiser Contact prior written notice (including by email) if you wish to cancel your registration to attend the Event (Client Cancellation Notice). Depending on the date of our receipt of the Client Cancellation Notice, and provided you have not already paid the relevant Fees pursuant to Clause 7, you must pay to us a charge equal to the amount of Fees due and payable by you as at the date of receipt of the Client Cancellation Notice (and for the avoidance of doubt any amounts paid prior to such date, such as any deposit or pre-paid charges, shall not be refundable).

10 Cancellation or Curtailment of the Event by the Organiser

10.1 If the Event is wholly virtual:

- (a) we reserve the right to postpone the Event pursuant to Clause 10.2(b) or cancel the Event at any time during the Term and will provide you with notice of any such postponement or cancellation in writing (including by email) as soon as is reasonably practicable in advance of the Event.
- (b) we may postpone the Event provided that the Event takes place within the period of six (6) months following the original Event date. For the avoidance of doubt, any postponement by us pursuant to this Clause 10.1 shall not entitle you to cancel your participation in the Event, or make any claim for refunds or otherwise against us.
- (c) if we cancel the Event pursuant to this Clause 10.1, we shall issue you with a full refund or a credit note to the value of all Fees paid by you. You acknowledge that such a refund or a credit note is your exclusive remedy in the event of cancellation by us.

10.2 If you will attend the Event, or any part of the Event, in person:

- (a) we reserve the right to postpone or cancel the Event pursuant to this Clause 10.2 at any time and for any reason during the Term and will provide you with notice of any such postponement or cancellation in writing (including by email) as soon as is reasonably practicable in advance of the Event.
- (b) if we:
 - (i) postpone the Event (you shall respond to us as soon as reasonably practicable following receipt of such postponement notice) and you can no longer attend the postponed Event, we will issue you with a credit note to the value of all Fees paid by you; or
 - (ii) cancel the Event, we will issue you with a credit note to the value of all Fees paid by you

You acknowledge that the remedies described in this Clause 10.2(b) are your exclusive remedies in the event of postponement or cancellation by us, and (to the maximum extent permitted by Applicable Laws) in no event will we be liable for any loss, delay, damage or other liability incurred by you in connection with our postponement or cancellation of the Event, howsoever arising, including but not limited to your accommodation and travel costs.

c) In the event of postponement due to COVID-19, the organisers will automatically roll the booking to the new rescheduled event date.

11 Force Majeure Events

11.1 We shall not be in breach of these T&C nor liable for any delay in performing, or failure to perform, any of our obligations under these T&C if such delay or failure results from a Force Majeure Event. In such circumstances, we will use our reasonable endeavours to notify you of

the relevant circumstances and likely duration and consequences of the Force Majeure Event as soon as reasonably practicable. Without prejudice to Clause 11.2, the time in which we are required to perform these T&C shall be extended by a period equivalent to the period during which performance of our obligation has been delayed or failed to be performed.

11.2 If a Force Majeure Event occurs (or in our opinion, acting in good faith, is likely to occur) and results (or is likely to result) in the Event being unable to take place as contemplated by these T&C, we may, in our sole discretion:

- (a) change the timing, date, Venue, virtual location or hosting medium of the Event or the Event Platform, provided that the Event, as altered, is similar to the Event as originally advertised. For the avoidance of doubt, if we exercise our right to change the Event pursuant to this Clause 11.2(a), this shall not entitle you to cancel your participation in the Event, or make any claim for refunds or otherwise against us. In such circumstances, these T&C shall apply in respect of the rearranged or rescheduled event organised by us pursuant to this Clause; or
- (b) cancel the Event, in which case we will issue you with a credit note to the value of all Fees paid by you. You acknowledge that such a credit note is your exclusive remedy in the event of cancellation by us, and in no event shall we be liable for any loss, delay, damage or other liability incurred by you in connection with our cancellation of the Event, howsoever arising, including but not limited to your accommodation and travel costs.

12 Indemnity

You indemnify us and each of our Affiliates against all liabilities, costs, expenses, damages and losses, whatsoever and howsoever arising, whether in contract, tort or otherwise, directly or indirectly, suffered or incurred by us or any of our Affiliates in connection with:

- (a) any breach by a Delegate of Clause 3.1(b);
- (b) any claim made by a third party against us or any of our Affiliates for actual or alleged infringement of a third party's intellectual property rights (including, for clarity, any rights in know-how) arising out of or in connection with your or your Delegate's performance of your obligations or exercise of your rights under these T&C (save to the extent caused by a breach of these T&C by us);
- (c) any unauthorised use of the Event Platform; and
- (d) any claim otherwise made against us or any of our Affiliates by a third party arising out of or in connection with the performance of your obligations or exercise of your rights under these T&C (save to the extent caused by a breach of these T&C by us).

13 Limitation of liability

13.1 Subject to Clause 13.2:

- (a) our total, aggregate liability whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise under or in connection with these T&C shall be limited to 100% of the Fees paid by you; and
- (b) we shall not be liable to you for any (i) loss of profits, loss of sales or business, loss of agreements or contracts or loss of anticipated savings (whether directly or indirectly arising); loss of or damage to goodwill or reputation (whether directly or indirectly arising); or (iii) any indirect or consequential loss.

- 13.2 Notwithstanding any provision to the contrary, nothing in these T&C shall exclude or limit our liability for death or personal injury caused by our negligence or for fraud or for any liability that may not be limited or excluded by Applicable Laws.
- 13.3 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by Applicable Laws, excluded from these T&C. In particular we give no warranty, representation or other assurance in relation to:
- (a) the presence or location of any exhibitor, sponsor or attendee;
 - (b) the number or mix of exhibitors, sponsors or attendees; and/or
 - (c) the results or benefits (commercial or otherwise) that may be associated with being an attendee in respect of the Event.
- 13.4 If the Event is virtual or partly virtual, notwithstanding any other provision of these T&C, to the maximum extent permitted by Applicable Laws, we shall not be liable for:
- (a) any loss or damage due to temporary unavailability of the Event Platform as per Clause 4.7;
 - (b) any loss or damage caused by any content on the Event Platform (including content available to download or from third party links);
 - (c) libellous or unlawful postings made on the Event Platform; or
 - (d) any postings on the Event Platform which infringe the intellectual property rights of others.
- 14 Insurance**
- 14.1 The organisers recommend that you take out adequate insurance to cover any event of your non-attendance due to any eventuality arising.
- 15 Termination of these T&C**
- 15.1 Without prejudice to our other rights and remedies under these T&C, we can immediately terminate these T&C by issuing written notice to you if:
- (a) you or any of your Delegates commit a material breach of your obligations under these T&C (including failure to pay any part of the Fees in accordance with Clause 7), provided you have not remedied such breach (if capable of remedy) within seven (7) days of being required to do so by written notice;
 - (b) you or any other person takes a step with a view to:
 - (i) you entering into a voluntary liquidation (other than a members' voluntary winding up for the purposes of a reconstruction of your affairs), presentation of a winding up petition, or dissolution;
 - (ii) the appointment of an administrator, monitor, receiver, manager or administrative receiver or other encumbrancer over you, or the enforcement of any security over, the whole or any part of your assets or property,
 - (iii) you proposing or entering a scheme, restructuring plan, reconstruction and arrangement, composition or other arrangement for the benefit of your creditors or a class of creditors; or
 - (iv) the commencement of any procedure analogous to any of the above in any jurisdiction;
 - (c) your financial position deteriorates so far as to reasonably justify the opinion that your ability to perform any of your obligations under these T&C is in jeopardy; or
 - (d) any of your Delegates conduct themselves in such a way so as to (in our reasonable opinion) bring us, any of our Affiliates or the Event into disrepute.
- 15.2 For the avoidance of doubt, these T&C shall automatically terminate in the event of cancellation by us pursuant to Clause 10 or Clause 11.2(b).
- 15.3 Upon termination of these T&C for any reason, you agree to pay all outstanding Fees without deduction or set-off, except where these T&C were terminated pursuant to Clause 10 or Clause 11.2(b) and you acknowledge that your licence to Organiser IPR under Clause 5.4 shall automatically terminate.
- 15.4 The following Clauses shall survive termination of these T&C: Clause 2.6 (These T&C); Clause 5.5(a) (Intellectual property rights); Clause 5.6 (Intellectual property rights); Clause 12 (Indemnity); Clause 13 (Limitation of liability); and Clause 16.11 (Governing law and jurisdiction).
- 16 General**
- 16.1 Neither Party shall be or be deemed to be an agent of the other Party. Neither Party shall hold itself out as having authority or power to bind the other Party in any way.
- 16.2 Either Party may publicly announce or otherwise inform third parties of the Client's attendance at the Event without the other Party's prior written consent. 16.3 We may at any time, set off any liability of yours to us against any liability of ours to you, whether either liability is present or future, liquidated or unliquidated. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this Clause
- 16.3 shall not limit or affect any other rights or remedies available to you under these T&C or otherwise.
- 16.4 These T&C constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 16.5 If there is a conflict between the terms of any of the documents that form part of these T&C, the documents shall have the following order of precedence:
- (i) these Delegate Terms and Conditions; and
 - (ii) any Additional Terms.
- 16.6 If any provision or part-provision of these T&C 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 these T&C.
- 16.7 You shall not assign or subcontract any rights under these T&C without our prior written consent.
- 16.8 No person other than a Party to these T&C may enforce these T&C by virtue of the Contracts (Rights of Third Parties) Act 1999, except where a right is expressed to be in favour of our Affiliate.
- 16.9 Nothing in these T&C shall constitute or be construed as constituting a partnership or joint venture between us nor shall authorise either Party to enter into contractual relationships or incur obligations on behalf of the other Party.
- 16.10 Timing of notices:
- (a) notices sent by post shall be effective on the earlier of:
 - (i) actual receipt; and
 - (ii) five (5) business days from mailing;
 - (b) notices sent by email shall be effective upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server provided the sender has not received any undeliverable message; and (c) notices delivered by hand shall be effective on delivery.
- 16.11 These T&C shall be governed by and construed in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts.