

Aurora Event terms and conditions

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday;
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Registration;
Controller	shall have the meaning given in applicable Data Protection Laws from time to time;
Customer	means the person who purchases the Deliverables from the Supplier and whose details are set out in the Registration;
Data Protection Laws	means, as binding on either party or the Services: <div style="margin-left: 20px;"> (a) the GDPR; </div> <div style="margin-left: 20px;"> (b) the Data Protection Act 2018; </div> <div style="margin-left: 20px;"> (c) any laws which implement any such laws; and </div> <p>any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;</p>
Data Subject	<div style="margin-left: 20px;"> (a) shall have the meaning in </div>

applicable Data Protection Laws from time to time;

Deliverables	means the Services;
Event	means the event set out in the Registration
Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Intellectual Property Rights	<p>means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:</p> <div style="margin-left: 20px;"> (a) whether registered or not </div> <div style="margin-left: 20px;"> (b) including any applications to protect or register such rights </div> <div style="margin-left: 20px;"> (c) including all renewals and extensions of such rights or applications </div> <div style="margin-left: 20px;"> (d) whether vested, contingent or future </div> <div style="margin-left: 20px;"> (e) to which the relevant party is or may be entitled, and </div> <p>in whichever part of the world existing;</p>
International Organisation	has the meaning given in the applicable Data Protection Laws from time to time;

Location	(a) means the address for performance of the Services as set out on the Supplier's website at the time of the Registration;
Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in the applicable Data Protection Laws from time to time;
Price	has the meaning given in clause 3.1;
Processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processed , processing , and processes shall be construed accordingly);
Processor	has the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
Registration	means the Customer's Registration placed on the Supplier's website for the Deliverables (or in hard paper copy if applicable);
Services	means the services set out in the Registration and to be supplied by the Supplier to the Customer;
Specification	means the description or specification of the Deliverables available online at the time of the Registration;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier	means Aurora Energy Research Limited, a company registered in England and Wales, with registered number 8442755 and registered office at Second Floor, 2-3 Cambridge Terrace, Oxford,

	OX1 1TP
Supplier Personnel	all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2

	In these Conditions, unless the context otherwise requires:
1.2.1	a reference to the Contract includes these Conditions, the Registration, and their respective schedules, appendices and annexes (if any);
1.2.2	any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
1.2.3	a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
1.2.4	a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
1.2.5	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
1.2.6	a reference to a gender includes each other gender;
1.2.7	words in the singular include the plural and vice versa;
1.2.8	any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
1.2.9	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form

2

Application of these Conditions

2.1

These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2

No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, Registration, confirmation of Registration, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3	No variation of these Conditions or to a Registration or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.	4.4.2	interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.
2.4	Each Registration by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to these Conditions.	4.5	Cancellation and Non-Attendance Policy
2.5	The Supplier may accept or reject a Registration at its discretion. A Registration shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of: <div> <div>2.5.1</div> <div>the Supplier's written acceptance of the Registration; or</div> </div> <div> <div>2.5.2</div> <div>the Supplier delivering or performing the Deliverables</div> </div>	4.5.1	Registrations cancelled more than 8 weeks before the Event will be refunded 80% of the Price paid by the Customer.
2.6	Rejection by the Supplier of a Registration, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.	4.5.2	Registrations cancelled between 8 weeks and 4 weeks before the Event will be refunded 50% of the Price paid by the Customer.
2.7	Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.	4.5.3	Registrations cancelled less than 4 weeks before the event or failure to attend will not be refunded.
3	Price	4.5.4	Cancellation notifications must be sent to UK events@auroraer.com for refunds to be eligible.
3.1	The price for the Deliverables shall be as stated in the Registration.	4.5.5	Refunds will be processed in the following ways: For payments received by credit or debit cards, the same credit/debit card will be refunded, not including the transaction fee. For all other payments, a bank transfer will be made to the payee nominated account and all bank charges will be directly deducted from the refund.
3.2	The Prices are exclusive of: <div> <div>3.2.1</div> <div>A transaction fee on credit card transactions of: <div> <div>(i)</div> <div>1.4% of the Price, plus 20 pence for all European credit cards; or</div> </div> <div> <div>(ii)</div> <div>2.9% of the Price plus 20 pence for all non-European credit cards which shall be charged in addition.</div> </div> </div> <div> <div>3.2.2</div> <div>VAT for which the Customer shall be responsible.</div> </div> </div>	4.5.6	<u>For tickets transferred from a previous event</u> If the Customer's ticket has been transferred from a previous event and the Customer cannot attend the new date, the ticket can be transferred to another colleague. For more information, please get in touch with events@auroraer.com .
4	Registration and Payment	5	Delivery and performance
4.1	All Registrations are subject to availability and will be accepted by the Supplier and the rights and responsibilities in respect of cancellation will apply from the date a booking is made. When making a booking, the Customer agrees to pay the necessary fees in respect of the Deliverables under this Contract.	5.1	The Services shall be performed by the Supplier at the Location on the date(s) specified in the Registration. The Services shall be deemed delivered by the Supplier on completion of the performance of the Services at the Location.
4.2	In the event that the Customer has paid by credit or debit card, payment shall be taken in full immediately and the Supplier shall provide a receipt for payment of the Deliverables. Alternatively, the Customer may opt to Register via a valid purchase order whereby the Customer agrees to timely issue a purchase order and agrees to pay in full without deduction or set-off, within 14 days of the date of invoice.	5.2	The Supplier shall not be liable for any delay in or failure of performance caused by Force Majeure.
4.3	For the avoidance of doubt, if the date of the Event is four weeks or less from the date of purchase, the Customer must pay by credit card. Payment by invoice will not be permitted.	6	Anti-bribery
4.4	Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date: <div> <div>4.4.1</div> <div>the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of The Bank of England from time to time in force, and</div> </div>	6.1	For the purposes of this clause 6 the expressions ' adequate procedures ' and ' associated with ' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
		6.2	Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and will use all reasonable endeavours to ensure that: <div> <div>6.2.1</div> <div>all of that party's personnel;</div> <div>6.2.2</div> <div>all others associated with that party; and</div> <div>6.2.3</div> <div>all of that party's subcontractors;</div> </div> involved in performing the Contract so comply.
		6.3	Without limitation to clause 6.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or

	received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.		
6.4	Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 6.		
7	Indemnity and Insurance	9	Confidentiality and announcements
7.1	The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.	9.1	The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier. The provisions of this clause shall not apply to:
7.2	The Customer shall have in place all appropriate contracts of insurance with reputable insurers to cover its obligations under the Contract, including but not limited to, travel, illness and cancellation. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.	9.1.1	any information which was in the public domain at the date of the Contract;
		9.1.2	any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
		9.1.3	any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
		9.1.4	any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
8	Limitation of liability		except that the provisions of clauses 9.1.1 to 9.1.3 shall not apply to information to which clause 9.5 relates.
8.1	The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.	9.2	This clause shall remain in force for a period of two years from the date of the Contract.
8.2	Subject to clauses 8.5 and 8.6, the Supplier's total liability shall not exceed any sums paid by the Customer to the Supplier in respect of the Services for that calendar year.	9.3	The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
8.3	Subject to clauses 8.5 and 8.6, the Supplier shall not be liable for consequential, indirect or special losses.	9.4	Aurora shall not be liable to the extent that the Customer or any third party shares any Confidential Information or material non-public information belonging to the Customer or any third party at or after the Event.
8.4	Subject to clauses 8.5 and 8.6, the Supplier shall not be liable for any of the following (whether direct or indirect):	9.5	To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 10.
8.4.1	loss of profit;	10	Processing of personal data
8.4.2	loss or corruption of data;	10.1	The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
8.4.3	loss of use;	10.2	The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
8.4.4	loss of production;	10.3	The Supplier shall:
8.4.5	loss of contract;	10.3.1	only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the schedule and the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
8.4.6	loss of opportunity;	10.3.2	if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until
8.4.7	loss of savings, discount or rebate (whether actual or anticipated);		
8.4.8	harm to reputation or loss of goodwill.		
8.5	The limitations of liability set out in clauses 8.2 to 8.4 shall not apply in respect of any indemnities given by either party under the Contract.		
8.6	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:		
8.6.1	death or personal injury caused by negligence;		
8.6.2	fraud or fraudulent misrepresentation;		
8.6.3	any other losses which cannot be excluded or limited by applicable law;		

	the parties have agreed appropriate amended instructions which are not infringing.	11	Photographs and video footage
10.4	The Supplier shall:		By attending this event you authorise Supplier to use photographic images and video footage in one or more of the following ways:
10.4.1	not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Customer;		<ul style="list-style-type: none"> • Publication on Aurora's website • Aurora's social media platforms • Printed promotional publications • Advertisements • Press releases • Promotional videos for the website and social media accounts • Audio recordings
10.4.2	prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 10 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;		
10.4.3	remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and		
10.4.4	ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.	12	Force Majeure
10.5	The Supplier shall (at the Customer's cost):	12.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
10.5.1	assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and	12.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and
10.5.2	taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.	12.1.2	uses best endeavours to minimise the effects of that event.
10.6	The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any International Organisation without the prior written consent of the Customer.	12.2	If, due to Force Majeure, a party:
10.7	The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 10 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of [one] audit request in any 12 month period under this clause 10.7).	12.2.1	is or shall be unable to perform a material obligation; or
10.8	On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 10 shall survive termination or expiry of the Contract.	12.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 15 business days
			the other party may, within 30 days, terminate the Contract on immediate notice. The Supplier shall have a discretion to refund the Customer in the event that the Supplier has had to terminate the Contract due to Force Majeure.
		13	Termination
		13.1	The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:
		13.1.1	the Customer commits a material breach of the Contract and such breach is not remediable;
		13.1.2	the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
		13.1.3	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
		13.1.4	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

13.2	The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:	14.2	The Customer agrees to comply with any measures which the Supplier and the Supplier Personnel might communicate to ensure the safety of the Event's attendees. Such measures may include (without limitation):
13.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	(a)	imposing maximum attendee numbers at the Event or any part of the Event;
13.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;	(b)	limiting food or drink availability, or changing the means by which either are served;
13.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;	(c)	imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as the use of sanitiser or distancing procedures or demonstrating the proof of a full course of vaccination against COVID-19 or of a negative result based on a COVID-19 test.
13.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	14.3	If the Supplier is obliged to cancel, postpone or virtualise the Event due to government restrictions, or decides to do so due to their own safety concerns, the Supplier will notify the Customer in writing. The Customer's ticket will automatically be transferred for the next edition of the Event. Alternatively, the Customer may request a return or full refund of their ticket by written notice to the Supplier. In the case of paid Events, the Supplier reserves the right to charge an administrative fee in order to process the ticket refund and such refund will only be processed if requested by the Customer within 4 weeks from the date on which the Supplier notifies the Customer that the Event is cancelled.
13.2.5	has a resolution passed for its winding up;	14.4	The Customer must notify the Supplier promptly if they are unable to attend the Event due to their compliance with applicable official government guidelines. The Customer's ticket will automatically be transferred for the next edition of the Event. Alternatively, the Customer may request a return or full refund of their ticket by written notice to the Supplier. In the case of paid Events, the Supplier reserves the right to charge an administrative fee in order to process the ticket refund and such refund will only be processed if requested by the Customer within 4 weeks from the date of the Event. For the avoidance of doubt, if the Customer is not able or chooses not to attend the Event for any other reason, then Clause 4.5 (Cancellation and Non-Attendance Policy) applies.
13.2.6	has a petition presented to any court for its winding up or an application is made for an administration Registration, or any winding-up or administration Registration is made against it;	14.5	The Supplier will follow the any applicable government guidance, including using a COVID-19 secure venue and producing a COVID-19 secure risk assessment. The Supplier will work with the relevant venue and other suppliers to ensure all the necessary safety measures are taken. However, the Supplier is not responsible for any health problems any Customer might experience during and after the Event.
13.2.7	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;		
13.2.8	has a freezing Registration made against it;		
13.2.9	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;		
13.2.10	is subject to any events or circumstances analogous to those in clauses 13.2.1 to 13.2.9 in any jurisdiction;		
13.3	If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 13, it shall immediately notify the Supplier in writing.		
13.4	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.		
14	COVID-19 and Pandemics	15	Notices
14.1	Both the Supplier and the Customer agree to comply with any official government guidance in relation to any pandemic (including COVID-19). It is the Customer's responsibility to ensure that they are in compliance with any official government guidance that applies to them, including not travelling to or attending the Event if:	15.1	Any notice or other communication given by a party under these Conditions shall:
a)	they have been tested positive for Coronavirus or experience any COVID 19 symptoms such as: a high temperature, a new, continuous cough and/or a loss or change to their sense of smell or taste;	15.1.1	be in writing and in English;
b)	they have been in contact with someone who has symptoms or tested positive;	15.1.2	be signed by, or on behalf of, the party giving it (except for notices sent by email); and
c)	they are required by any official government rules to quarantine;	15.1.3	be sent to the relevant party at the address set out in the Contract
d)	they are residing in an area with a 'local lockdown' in force.	15.2	Notices may be given, and are deemed received:
		15.2.1	by hand: on receipt of a signature at the time of delivery;
		15.2.2	by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; or
		15.2.3	by email: on receipt of a delivery OR read receipt email from the correct address.

15.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 15.1 and shall be effective:

15.3.1 on the date specified in the notice as being the date of such change; or

15.3.2 if no date is so specified, five Business Days after the notice is deemed to be received.

15.4 All references to time are to the local time at the place of deemed receipt.

15.5 This clause does not apply to notices given in legal proceedings or arbitration.

16 Visas and Transport

The Customer shall be responsible for ensuring it has in place all the necessary travel visas and documentation in order for the Customer to attend the Event and the Customer shall be responsible for making all travel arrangements to and from Events, including arranging accommodation (if necessary).

17 Entire agreement

17.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

17.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

17.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

18 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

19 Set off

19.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

19.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

20 Severance

20.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

20.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in Registration to

agree the terms of a mutually acceptable alternative provision.

21 Waiver

21.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

22 Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

23 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

24 Third party rights

24.1 Except as expressly provided for in clause 24.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

24.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in Registration to rescind or vary the Contract or any provision of it.

25 Governing law

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

26 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).