

TERMS AND CONDITIONS FOR VENUE HIRE



VENUE HIRE CONDITIONS

Agreed terms

1. Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

Accredited Suppliers: a supplier of goods or services (such as floristry, lighting, staging, equipment or entertainment) hired by the Customer for the Event and pre-approved by the Supplier in writing.

Astbury: refers to Astbury Hall Operations Limited of Astbury Hall, Astbury, Bridgnorth, Shropshire, United Kingdom, WV16 6AU.

Astbury Representative: the person designated as the main point of onsite contact (or their authorised representative) during the Event and in relation to all matters regarding the Event, as set out in the Venue Hire Form.

Balance: the remaining fees for the total Charges to be paid by the Customer following receipt of final details of the Services, including the remaining fees for the Services and any third parties' fees incurred for the provision of third parties' services.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Venue Hire Form.

Customer: the person(s) or corporate body and/or its authorised representative(s) who have contracted with the Astbury under this Contract for the Event.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or information acquired through the execution of the Contract and is sensitive or classified or restricted.

Contract: the contract between the Customer and the Astbury for the hire of the Venue and supply of the Services or Consumables in accordance with the Venue Hire Form and these Venue Hire Conditions.

Consumables: the food and drink (including alcoholic drinks) to be supplied at the Event.

Deposit: the non-refundable and non-transferable fee that the Customer shall pay to secure the booking, as stated in Venue Hire Form.

Event: the wedding, receptions, corporate/charity functions, banquets, private room hire, or birthdays for which the Customer is hiring the Venue, as set out in the Venue Hire Form.

Force Majeure Event: any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disasters;
- (b) terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (c) nuclear, chemical or biological contamination or sonic boom;
- (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (e) collapse of buildings, fire, explosion or accident;
- (f) non-performance by third party suppliers or subcontractors; and
- (g) interruption or failure of utility service.

Hire Period: the period of time agreed for the hire of the Venue as described in the Venue Hire Form, to include any period of time to set up and clear the Venue.

Security Bond: the amount of money specified in the Venue Hire Form to be paid by the Customer to the Astbury. The Security Bond is fully refundable subject to any contributions the Customer is required to make towards costs relating to clause 7.5 and any other additional Charges.

Services: the services to be provided by the Astbury under the Contract, including without limitation, the supply of catering services and Consumables, and any additional services or equipment, at the Event as specified in the Venue Hire Form.

Venue: any rooms or ancillary area within the Astbury Hall, Astbury, Bridgnorth, Shropshire, United Kingdom, WV16 6AU, to be hired by the Customer under the Contract.

Venue Hire Form: means the details of the Event, including any alteration to Consumables, numbers, Services, times, dates, or areas used, and as agreed between the Astbury and the Customer.

- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.
- 1.3 Any words following the terms **including, include,** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

2. Booking procedure

- 2.1 Provisional booking
 - (a) Venue bookings shall be held provisionally for 7 days after the Astbury provides to the Customer the Venue Hire Form (which incorporates these Venue Hire Conditions) and the Deposit's invoice.
 - (b) After the 7 days, the Astbury reserves the right to release the provisional booking without notice to the Customer, unless the booking is confirmed pursuant to clause 2.2.
- 2.2 Confirmation of hire
 - (a) The Customer shall sign and return the agreed Venue Hire Form within 28 days of receipt and paid the Deposit pursuant to clause 6.
 - (b) The Contract shall come into effect and the booking shall be confirmed on the date of the Contract or the date that the Deposit has been paid to the Astbury in cleared funds by the Customer, if later. Until that time, bookings for hire will be treated as provisional.

3. Supply of services

- 3.1 The Astbury shall supply the Services to the Customer during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.
- 3.2 In supplying the Services, the Astbury shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with the service description set out in **Error! Reference source not found.**; and
- (c) comply with all applicable laws, statutes and regulations from time to time in force.

3.3 The Astbury has the sole right to provide the Services at the Venue and at the Event. The Customer must not use any third-party caterers or bring (or permit guests to bring) any Consumables into the Venue without the prior written consent of the Astbury, except as specified in clause 3.4 (a). If the Astbury consents to the consumption of the Customer's own beverages at the Venue, a corkage charge specified in the Venue Hire Form shall apply.

3.4 Supplemental terms for wedding events:

- (a) the Customer shall be entitled to bring a wedding (or birthday) cake from 9:00 AM on the Event's date. The Astbury does not accept responsibility for the safekeeping and handling of the Customer's wedding cake;
- (b) wedding Customers are required to select a set menu for their guests i.e., one starter, one main course and one dessert. Should wedding Customers choose to offer a choice to their guests, the Astbury shall be sent a table-by-table pre-order totalling how many of each choice is required prior to the wedding;
- (c) Customers wishing to have exclusive use of the Venue, Venue facilities and staff will be required to pay an exclusivity fee pursuant to the Venue Hire Form. The Astbury cannot guarantee exclusive use without the payment of the exclusive fee. All bedrooms shall be filled to guarantee exclusivity, any not filled must be paid for by the Client;
- (d) the Astbury will not hold any rooms until notified by the Customer of an approximate number of rooms the Customer requires. All rooms are subject to availability; and
- (e) wedding guests shall be required to pay their own individual deposits per room as specified in the Venue Hire Form. Any rooms remaining unnamed 4 weeks before the Event shall be released without prior notice.

4. Licence and use of Venue

4.1 Subject to **Error! Bookmark not defined.****Error! Reference source not found.**, the Astbury grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:

- (a) the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Astbury and Customer by this agreement; and
- (b) the Astbury retains control, possession and management of the Venue and the Customer has no right to exclude the Astbury from the Venue. The Astbury reserves the right to enter the Venue at all times during the Hire Period, including to supply the Services.

4.2 The Customer agrees and undertakes:

- (a) not to use the Venue other than for the Event;
- (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Astbury or to any other customers of the Astbury;
- (c) to comply (and ensure that its guests comply) with the terms of this Contract and any instructions or notices from the Astbury, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
- (d) to permit the Astbury to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;
- (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;

- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Astbury, such consent not to be unreasonably withheld;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Astbury;
- (j) to use any equipment provided by the Astbury, as specified in the Venue Hire Form, for its proper purpose and in accordance with any instructions provided by the Astbury regarding its use;
- (k) to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment or Accredited Suppliers' equipment from the Venue by the time specified in the Venue Hire Form;
- (l) to ensure that all guests leave the Venue by the time specified in the Venue Hire Form; and
- (m) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Astbury, with the exception of assistance dogs within the meaning of the Equality Act 2010.

4.3 As a courtesy, and wherever possible, the Astbury will try and facilitate access to the Venue before the start of the Hire Period. This does not constitute an obligation on the part of the Astbury nor can this be guaranteed and during any such period, these Venue Hire Conditions shall apply.

4.4 Car parking facilities are available for guests and cars may be left at the Venue overnight at the owner's own risk and responsibility.

4.5 The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and the Astbury reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.

5. Guest numbers and Consumables

5.1 The Venue Hire Form indicates the guaranteed minimum number of guests attending the Event.

- 5.2 The Customer shall confirm the final catering numbers at least 4 weeks before the Event. Charges for the Services will be calculated on the final catering number or the number actually attending, whichever is the greater. Where the final catering numbers are less than the guaranteed minimum number of guests specified in the Hire Details, the Customer shall pay the Charges based on the guaranteed minimum number, except as specified in clause 8.
- 5.3 Special dietary requirements for cultural reasons or for those with allergies can be catered for if notified to the Astbury no later than 4 weeks before the Event. After this time, every effort will be made to meet the special dietary requirements. Provision of special dietary requirements is included within the Charges.
- 5.4 it is the Customer's responsibility to ensure that all orders of Consumables or other Services are signed for by the authorised representative of the Customer. Where the Customer fails to notify the Astbury of its authorised representative and orders are placed by a person acting on the Customer's behalf, the figures recorded by the Astbury shall be conclusive and the Customer shall be bound to pay the Charges for the Consumables and Services.
- 5.5 It is the Customer's responsibility to provide instructions to the Astbury as to whether its guests may be allowed upon request at the Event, alternative or additional Consumables or Services, and to what level of cost. Where the Customer fails to provide such instructions, the decisions and the figures recorded by the Astbury shall be conclusive and the Customer shall be bound to pay the Charges for the Consumables and Services.
- 5.6 All Consumables and Services offered are subject to availability. Where Consumables or Services are not available, all reasonable endeavours will be made to offer a substitute.

6. Charges and payment

- 6.1 The Customer shall pay the Charges in accordance with this **Error! Bookmark not defined.****Error! Reference source not found..**
- 6.2 The Astbury shall invoice the Customer for the Deposit, which shall be payable by the Customer within 28 days of the date of invoice.
- 6.3 The Astbury shall issue invoices for the Charges, which shall be payable by the Customer:
- (a) no less than 9 months before the Event for the total Venue Hire fee (less the Deposit) as set out in the Venue Hire Form;

- (b) no less than 6 months before the Event for 50% of the Services fee as set out in the Venue Hire Form; and
 - (c) no less than 4 weeks before the Event for the Balance and Security Bond.
- 6.4 The Astbury may issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to **Error! Bookmark not defined.Error! Reference source not found.** Such Charges may include those payable for any final alterations to the Services, or for guests attending the Event in excess of the number estimated by the Customer pursuant to **Error! Bookmark not defined.Error! Reference source not found.** Charges invoiced pursuant to this **Error! Bookmark not defined.Error! Reference source not found.** shall be payable by the Customer within 28 days of the date of invoice.
- 6.5 All amounts payable by the Customer include amounts in respect of value-added tax (**VAT**) unless shown separately.
- 6.6 If the Customer fails to make any payment due to the Astbury under the Contract by the due date for payment, then, without limiting the Astbury's remedies under **Error! Bookmark not defined.Error! Reference source not found.**, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Liability

- 7.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 7.2 Subject to **Error! Bookmark not defined.Error! Reference source not found.**, the Astbury shall not be liable for:

- (a) the death of, or injury to, the Customer or that of the Customer's guests, guests or invitees to the Venue; or
 - (b) damage or theft of any property of the Customer or that of the Customer's guests or invitees to the Venue.
- 7.3 Subject to **Error! Bookmark not defined.Error! Reference source not found.** and **Error! Bookmark not defined.Error! Reference source not found.**, the Astbury's total liability to the Customer shall not exceed the total Charges paid by the Customer.
- 7.4 Subject to **Error! Bookmark not defined.Error! Reference source not found.** and **Error! Bookmark not defined.Error! Reference source not found.**, **Error! Bookmark not defined.Error! Reference source not found.** specifies the types of losses that are excluded: excludes specified types of loss.
 - (a) loss of profits
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 7.5 Unless caused by any negligent act or wilful misconduct of the Astbury, its officers, employees and agents, the Customer shall be liable for, and shall indemnify (and keep indemnified) the Astbury in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Astbury arising directly or in connection with the Contract or the Event in the event of:
 - (a) the death of, or any injury caused to, any person in connection with the Event;
 - (b) damage to, or loss of, any equipment, goods, articles or property brought to, or used at the Event by the Customer or any other person or organisation;

- (c) any works required to repair any damage caused to the fabric of the Venue or any part of the Venue and arising in any way from the Event and arising out of the acts or omissions of the Customer, its guest, employees, agents or contractors; The Customer shall pay, the amount required to make good or remedy such damages including compensation for loss of business whilst such damage is being repaired;
- (d) any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Event and arising out of the acts or omissions of the Customer, its guest, employees, agents or contractors;
- (e) any non-compliance by the Customer with clause 9 (Data Protection).

8. Cancellation and termination

8.1 The Astbury may cancel the Contract with immediate effect by giving the Customer notice in writing if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer commits a material breach of any term of the Contract; and
- (c) the Customer is unable to perform its obligations in connection with the Contract pursuant to **Error! Bookmark not defined.**

8.2 The Customer may cancel the Contract by giving 14 days’ notice in writing to the Astbury.

8.3 If the Contract is cancelled under **Error! Bookmark not defined.Error! Reference source not found.**, the Astbury will use reasonable endeavours to re-book the Venue but the Astbury reserves the right to charge a cancellation fee. Any sums already received by the Astbury under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than 9 calendar months before the date of the Event	The Deposit.

Less than 9 calendar months but greater than 6 months before the date of the Event	The Deposit, Venue Hire fee and any third-parties fees.
Less than 6 calendar months but greater than 4 weeks before the date of the Event	The Deposit, Venue Hire Fee, any third parties' fees and 50% of the amount for the services.
Less than 4 weeks before the date of the Event	100% of the total Charges.

8.4 Any cancellation charges detailed above will be invoiced to the Customer and must be paid within 28 days of the date of invoice.

8.5 COVID-19 and Pandemics.

8.5.1 The Astbury and the Customer can cancel the Contract by giving 14 days' notice in writing in accordance with this clause 8.

8.5.2 The Astbury and the Customer agree to comply with any official guidance from the UK Government in relation to any epidemic or pandemic (including COVID-19).

8.5.3 The Customer agrees to comply with, and procure that all guests comply with, any measures which the Astbury may communicate to the Customer to ensure the safety of the Astbury's staff and the Customer's guests. Without limiting the generality of the foregoing, the Astbury may take, and require the Customer to comply with, reasonable measures such as:

- (a) imposing maximum guest numbers at the event;
- (b) limiting food or drink availability, or changing the means by which either are served;
- (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
- (d) limiting any planned entertainment for the Event.

8.5.4 The Astbury shall notify the Customer as soon as is reasonably practicable of any such revisions.

8.5.5 Should the Customer agree to proceed with the Event following the changes made by the Astbury pursuant to clause 8.5.3, the Astbury shall offer a proportionate reduction in the Charges.

8.5.6 Should the Customer decide to cancel the Event due to the changes in clause 8.5.3 or the Astbury close the Venue due to Government restrictions, the Astbury and the Customer shall;

(e) seek to agree an alternative date for the Event; and

(f) in the absence of an agreement, the Customer's booking will be cancelled and the Customer's Deposit shall be returned, less any costs for Services or products the Astbury has already provided to the Customer and any other costs which have a direct connection with the Contract.

8.6 On completion or cancellation of the Contract for whatever reason:

(a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

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

9. Data protection

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

9.2 The Astbury will process the Customer's personal data, including its guests' personal data, in accordance with its privacy notice available at <https://theastbury.com/privacy-policy/>.

10. Force Majeure

10.1 Subject to clause 10.2, 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 results from a Force Majeure Event.

- 10.2 Nothing in clause 10 shall operate to exclude the Customer from paying any sums relating to Services and products already supplied by the Astbury under the Contract.
- 10.3 Subject to the provisions of clause 8, if the Event is prevented from taking place by reason of a Force Majeure Event, either party may terminate the Contract on giving notice to the other in writing.

11. Third-party suppliers

- 11.1 Unless otherwise agreed, the Customer shall only use Accredited Suppliers for the provision of Services in connection with the Event. The Customer acknowledges that:
- (a) any agreement with an Accredited Supplier is between the Customer and the relevant Accredited Supplier. The Astbury is not a party to that agreement and not responsible for the Accredited Astbury or its performance; and
 - (b) breach of this obligation will entitle the Astbury to terminate pursuant to clause 8.1.
- 11.2 Where the Astbury has approved an Accredited Supplier, the Customer or the Accredited Supplier shall provide a valid certificate showing that any equipment that the Accredited Supplier will use at the Event has been tested in accordance with all relevant health and safety legislation and requirements.
- 11.3 The Customer shall provide the Astbury Representative with a full list of equipment to be brought on-site at least 4 weeks prior to the Event.
- 11.4 All Accredited Suppliers must provide the Astbury Representative with a copy of their public liability insurance (to a level of cover of at least £5,000,000 per claim) valid at the time of the Event together with risks assessments and method statements for the work to be carried out.
- 11.5 The use of naked flames, strobes, smoke or haze machines, internal fireworks, or similar items is not permitted within the Venue. Smoking and vaporising are not permitted within the Venue.
- 11.6 No trading may take place at any Event without the Astbury's prior written approval.

12. Insurance

The Customer is advised to obtain and maintain a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Customer or the Customer's guests, arising out of the Customer and in respect of

the liability outlined in clause 7. The Customer is also advised that such policy should include cover in respect of any financial loss arising from the cancellation or rescheduling of the Event.

13. Assignment and other dealings

13.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Astbury's prior written consent.

13.2 The Astbury may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

14. ConfidentialityError! Bookmark not defined.

14.1 Each party may be given access to Confidential Information from the other party to perform its obligations under the Contract. Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the Contract.

14.2 A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

14.3 Where the Customer shares Confidential Information, it must clearly identify the confidential element and explain why it considers each element to be of a confidential nature. The Customer should also be aware that receipt by the Astbury of information marked as confidential, or marked in any other way, does not imply that the Astbury accepts any duty of confidence by virtue of that marking nor any obligation not to disclose that information when required by an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction.

14.4 This clause 14 shall survive termination of the Contract, however arising.

15. Entire agreement

- 15.2 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.
- 15.3 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 or negligent misstatement based on any statement in the Contract.

16. Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Waiver

- 17.1 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.
- 17.2 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.

18. Severance.

- 18.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 18.2 Any modification to or deletion of a provision or part-provision under this **Error! Bookmark not defined.**18 shall not affect the validity and enforceability of the rest of the Contract.

19. Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (ii) sent by email to the address specified in the Venue Hire Form.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) 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;
 - (iii) if sent by 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 **Error! Bookmark not defined.Error! Reference source not found.**, business hours mean 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This **Error! Bookmark not defined.Error! Reference source not found.** does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Third party rights.

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.

21. 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 the law of England and Wales.

22. 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.