

BTO DATA REPORT TERMS AND CONDITIONS

By placing an Order for a BTO Data Report you agree to be bound by these terms.

Agreed terms

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agreed Purposes	The purposes for which the Customer may use the BTO Data Report, being site assessments, site planning, site monitoring and environmental assessment, planning and monitoring purposes.
BTO Data Report	an ornithological report produced by reference to the Supplier's datasets covering a spatial footprint of one or more 10km squares relating to locations identified by the Customer in the Order.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Change of Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Charges	the price for the Services as communicated from the Supplier to the Customer.
Commencement Date	the date this agreement commences as defined in clause 2.1.
Customer	The entity placing an Order for the Services.
Customer Data	the data inputted by the Customer or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, including any spatial data.
Customer Personnel	all employees, staff, other workers, agents and consultants of the Customer
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

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| Order | an order placed by the Customer requesting a BTO Data Report following notification to the Customer by the Supplier of any applicable Charges. |
| Personal Data | has the meaning given to it in the Data Protection Legislation. |
| Services | means the creation, supply and licensing of a BTO Data Report; |
| Supplier | The BTO Services Limited (Company number 02907282) whose address is at The Nunnery, Thetford, Norfolk, United Kingdom, IP24 2PU |
| Term | the period commencing on the Commencement Date and ending on termination under clause 13. |
| UK Data Protection Legislation: | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. |
| Virus | any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices. |
| Vulnerability | a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly. |
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- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
 - 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written excludes fax but includes email.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2 **Formation**

- 2.1 This Agreement shall commence on acceptance by the Supplier of an Order from the Customer (**Commencement Date**).
- 2.2 Provision of information or quotes relating to Charges by the Supplier shall not constitute acceptance of an Order.

3 **Scope of Licence**

- 3.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to use the BTO Data Report during the Term for the Agreed Purposes.
- 3.2 The Customer shall not:
 - 3.2.1 access all or any part of the Services and/or BTO Data Report in order to build a product or service which competes with the Services and/or the BTO Data Report; or
 - 3.2.2 subject to clause 20.1, license, sell, rent, or lease the Services and/or the BTO Data Report to any third party; or
 - 3.2.3 introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.
- 3.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.4 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

4 **Services**

- 4.1 The Supplier shall, during the Term, provide the Services to the Customer on and subject to the terms of this agreement.
- 4.2 The Supplier may at any time during the Term, suspend the provisions of the Services to the Customer in order to:
 - 4.2.1 deal with technical problems or make minor technical changes; or
 - 4.2.2 update the Services to reflect changes in relevant laws and regulatory requirements.
- 4.3 The BTO Data Report contents are specific to the spatial information as provided at the time of the Order, and specific to the bird data available in the BTO archives and datasets at the time of the BTO Data Report's generation. Therefore, any requests for updates to the BTO Data Report, whether using modified spatial information and/or to obtain more up to date information, are judged to be new report requests and will incur new Charges.

5 Customer reliance on the BTO Data Report

- 5.1 The report is based on two types of information:
 - 5.1.1 archived data that have been verified by the Supplier using reasonable endeavours; and
 - 5.1.2 live data that may be partially or completely unverified.

These different types of data are clearly labelled in the BTO Data Report and the Customer agrees to read and have regard to the limitations of the data sources when using the BTO Data Report.

- 5.2 The Customer and Supplier agree that any BTO Data Reports provided to the Customer may be used by the Customer for commercial purposes including in the course of its business.
- 5.3 The Customer acknowledges that certain rare or sensitive bird species may be omitted from the BTO Data Report. The Supplier shall indicate the likelihood of such omissions in the BTO Data Report.
- 5.4 The Customer is responsible for undertaking their own reviews of the BTO Data Reports and to ensure that the data are suitable for their particular purpose or application. Use of the BTO Data Report by the Customer for any particular purpose is carried out at the Customer's own risk and the Supplier shall not be liable for losses caused by an error by the Customer in application of the BTO Data Report for any particular purpose.
- 5.5 As the BTO Data Report is based off biological data, it is easier to indicate that a species is/has been present at a site than it is to say with confidence that a species does not occur at a site. Absence of evidence is not evidence of absence. Accordingly, the Customer acknowledges that species' absence cannot be assumed based on the BTO Data Report.

6 Customer data

- 6.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.2 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data which is Personal Data available at <https://www.bto.org/about-bto/privacy-statement> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 6.3 If the Supplier is storing any Customer Data, the Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available on request or as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).
- 6.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 6.5 The Customer warrants that any data it supplies to the Supplier:
- 6.5.1 Is free from any Viruses, code or software which will adversely interfere or corrupt any of our computer systems;
- 6.5.2 does not contain any intellectual property rights of third parties (except in cases where the Customer has a licence to use that third party's intellectual property and uploading it to the Supplier would not breach the terms of that licence); and
- 6.5.3 if spatial data, is in the GIS file format or such other format as authorised by the Supplier in writing.
- 6.6 Nothing in this clause shall prevent the Supplier from collecting, processing and owning statistical and analytics information about the use of the Services.

7 Supplier's obligations

- 7.1 The Supplier undertakes that the Services will be performed with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's

instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 The Supplier:

7.3.1 Shall retain a copy of the BTO Data Report and the applicable spatial information on which the BTO Data Report is based for a period of 3 months following generation of the BTO Data Report, following which that information may be deleted.

7.3.2 does not warrant that:

- (a) the Customer's use of the Services will be uninterrupted or error-free;
- (b) that the Services and/or the BTO Data Report obtained by the Customer through the Services will meet the Customer's requirements; or
- (c) the Services or the BTO Data Report will be free from Vulnerabilities;

7.3.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3.4 shall keep confidential:

- (a) the request by the Customer for a BTO Data Report;
- (b) spatial data provided by the Customer; and
- (c) the BTO Data Report.

7.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8 Customer's obligations

8.1 The Customer shall:

- 8.1.1 provide the Supplier with all necessary co-operation in relation to this agreement;
- 8.1.2 if using extracts or data from the BTO Data Report in other documents, credit the British Trust for Ornithology, identify the origin of the information and identify the date on which any applicable BTO Data Reports were generated;
- 8.1.3 without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- 8.1.4 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.5 ensure that the Customer Personnel use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Customer Personnel's breach of this agreement; and
- 8.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services.

9 Payment of the Charges

- 9.1 In consideration of the Services provided to the Customer by the Supplier, the Customer shall pay the Charges to the Supplier.
- 9.2 The Supplier shall invoice the Customer for payment of the Charges at any time after the Commencement Date.
- 9.3 The Customer shall pay each invoice due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 9.4 Alternatively, where offered by the Supplier, the Customer may be required to make an online payment at the point of placing an Order.
- 9.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's other remedies under this agreement:
 - 9.5.1 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%.
 - 9.5.2 the Supplier may suspend all Services until payment has been made in full.

- 9.6 All amounts due under the Contract from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 Intellectual Property Rights

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the BTO Data Report. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the BTO Data Report.
- 10.2 The Supplier acknowledges and agrees that the Customer and/or its licensors own all intellectual property rights in the Customer Data. Except as expressly stated, this agreement does not grant the Supplier any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Customer Data.

11 Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or the BTO Data Report, provided that:
- 11.1.1 the Customer is given prompt notice of any such claim;
 - 11.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 11.1.3 the Customer is given sole authority to defend or settle the claim.
- 11.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or BTO Data Report in accordance with this agreement infringes any United Kingdom patent effective as of the date of this agreement, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 11.2.1 the Supplier is given prompt notice of any such claim;
 - 11.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 11.2.3 the Supplier is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to

the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

- 11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 11.4.1 a modification of the Services or BTO Data Report by anyone other than the Supplier; or
 - 11.4.2 the Customer's use of the Services or BTO Data Report in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 11.4.3 the Customer's use of the Services or BTO Data Report after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.5 The foregoing and clause 12.3.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12 Limitation of liability

- 12.1 Except as expressly and specifically provided in this agreement:
 - 12.1.1 the Customer assumes sole responsibility for the data obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or results provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 - 12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - 12.1.3 the Services and the BTO Data Report are provided to the Customer on an "as is" basis.
- 12.2 Nothing in this agreement excludes the liability of the Supplier:
 - 12.2.1 for death or personal injury caused by the Supplier's negligence; or
 - 12.2.2 for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:
 - 12.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits,

loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

- 12.3.2 the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to 100% of all fees paid or payable under this agreement by the Customer to the Supplier.

13 Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 13.1.1 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
 - 13.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 13.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 13.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

- 13.1.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 13.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 13.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.3 to clause 13.1.9 (inclusive);
 - 13.1.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 13.1.12 there is a change of control of the other party.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement at any time by giving 3 months' written notice to the other party.
- 13.3 On termination of this agreement for any reason:
- 13.3.1 all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services; and
 - 13.3.2 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14 Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15 Changes to these terms

- 15.1 The Supplier may amend these terms from time to time to:
 - 15.1.1 reflect changes in law or best practice; or
 - 15.1.2 to deal with additional features which it introduces in relation to the Services.
- 15.2 The Supplier will give at least 30 days' notice of any change by sending the Customer written notice with details of the change or notifying the Customer of a change when it next enters in to its MyBTO Account.
- 15.3 If the Customer does not accept the notified changes it will not be permitted to continue to use the Services and this agreement shall automatically terminate.

16 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17 Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 Severance

- 18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 Entire agreement

- 19.1 This agreement 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.
- 19.2 Each party acknowledges that in entering into this agreement 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 this agreement.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20 Assignment

20.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21 No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22 Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23 Notices

23.1 Any notice or other communication given by one party to another under or in connection with this agreement must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

23.2 A notice or other communication is deemed to have been received:

23.2.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

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

23.2.3 if sent by email, at 9.00 am the next Business Day after transmission.

23.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

23.4 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

24 Governing law

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

25 Jurisdiction

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