

Standard Terms and Conditions of Business for Public-i Group Limited

1. DEFINITIONS

In these Conditions and every proposal, quotation, order and agreement to which they apply:

"Agreement"	means the agreement effected between us and you for the provision of Services and/or Hardware and/or Software
"Conditions"	means these standard terms and conditions of business
"Content"	means the recorded sounds and images and other data created stored or relayed or linked to for Webcast all as is or as encoded but excluding Webcast Data
"Delivery Date"	means the date that we deliver the Equipment
"Effective Date"	means the date so stated in Annex 1
"Equipment"	means only any or all of the Hardware and/or Software (and/or ancillary items supplied or to be supplied to you by us under the Agreement including any accompanying manuals)
"Hardware"	means only the hardware which we supply or agree to supply to you under the Agreement, including any accompanying manuals
"Installation Date"	means the date on which the Hardware is installed by us at the Site
"Minimum Period"	Means the minimum period as stated in Annex 1 for which the Agreement will subsist
"person"	includes any person legal or natural or set of persons
"Programme"	means the timetable, if any, specified in the Agreement for the supply of the Services, Hardware and Software
"Services"	means all such consultancy, installation, testing, hosting, Webcasting, archiving, training and other services as we supply or agree to supply to you under the Agreement
"Site"	means your premises identified as such in the Agreement or any site where we have agreed to supply the Services and/or the Hardware and/or the Software
"Software"	means only the computer programs which we supply or agree to supply to you under the Agreement, including any accompanying manuals
"Standard Rate"	means our standard charging rate or rates from time to time for fees, expenses and any other periodic fees or sums chargeable under the Agreement
"Support services"	means all training, project management, monitoring and troubleshooting undertaken as part of the Agreement
"we/us/our"	means Public-i Group Ltd. (registered in the UK, company number 3998680) trading as Public-i
"Webcast"	As a verb means to broadcast audio and/or video on the World Wide Web via the Internet, and the nouns "Webcast" and "Webcasting" will be construed accordingly
"Webcast Data"	means the layout and presentation of the Content which is displayed in our interface, and includes the contextual information such as index points and speaker names
"Website"	means the text, graphics, pictures, screen designs, screen layouts, sound, audio-visual material, film or software contained on a site on the World Wide Web
"you/your"	Refers to the person which has entered into the Agreement with us.

2. **SUPPLY OF EQUIPMENT AND SERVICES**

2.1. Terms and Conditions

All proposals made, quotations given, orders accepted and contracts entered into by us with you for supply of Services and/or Hardware and/or Software are subject to these Conditions. All other terms and conditions, whether expressly stipulated by you or implied by trade custom, course of dealing, statute, or otherwise, are excluded. No variation to these Conditions will be effective unless agreed to in writing by us signed by a duly authorised person.

2.2. Timings

The Programme is a business estimate only. We will try to match it but are not obliged to do so.

2.3. Where Hardware is required the following will apply:

2.3.1. Site Survey

Before the Delivery Date

2.3.1.1. we will you will notify us in writing of any thing of which you are aware that might impede us in performing our obligations under the Agreement

2.3.1.2. we will carry out a survey of the Site at a time agreed between you and us.

2.3.1.3. Then we will tell you in writing what remedial/preparation work we require.

2.3.1.4. You will before the Installation Date or if none then the Delivery Date carry out such work.

2.3.2. Site Conditions

If you fail or delay in performing your obligations under clause 2.3.1 above or if at any time any unanticipated adverse conditions or other difficulties arise or are discovered including for example and without limitation the presence of asbestos or any specific requirements arising from heritage listing, then we will be entitled to delay the Installation and/or Delivery Date as we in good faith think necessary.

2.3.3. Delivery and Installation

You will confirm in writing to us immediately delivery and installation has taken place but your failure to do so shall not be evidence of any failure in delivery or installation.

3. **RESPONSIBILITIES**

3.1. Cooperation

You will provide or procure full cooperation with us, compliance with all your statutory and other obligations, provide all necessary or desirable power, sources and connections and permit and enable us on demand to inspect all materials and records you control in order to verify your performance of your obligations.

3.2. Purposes of Transmission

3.2.1. You will use the Services and Equipment only as may be lawful and for lawful purposes.

3.2.2. So far as permitted by law and save as expressly herein set out you will not have and you waive and assign to us all and any rights relating to our Website the Hardware and the Software and/or any code and/or the names or designations thereof.

3.3. Consent

You will obtain the consent of any person to be filmed or Webcast, or, in the case of minor children, obtain the consent of their parent or guardian.

3.4. Reproduction of the Content

You will not copy or reproduce the Content or the Webcast Data on to any other server or location for further reproduction without our prior written consent, which will not be unreasonably withheld. However, you may provide third parties with links to the Webcasts so that they can view them.

3.5. Delay

If you do not fully comply with clauses 2.3.1, 2.3.2 or 3.1 above and as a result our performance of the Agreement is delayed, and we will be entitled to charge you at our Standard Rate for any extra time spent and expenses incurred by us in performing the Agreement and in addition to any other right or remedy, you will on demand indemnify us against all cost and expense thereby incurred and we may also and without limitation submit (and you will pay) our further invoices as promptly as if our performance had not been delayed.

3.6. Key Employees

During the term of the Agreement, and for the 6 months immediately following its end, you will not employ or directly or indirectly engage to provide services any of our key employees or sub-contractors who had contact with you and were employed or subsistingly contracted by us during the 12 months immediately prior to the ending of the Agreement, nor so seek. Key employees or sub-contractors include the directors, officers and managers of Public-i Group Limited, and also any other employee or sub-contractor the loss of whom is likely to have an adverse effect on our business or to enable or assist you to dispense with or lessen your use of our services.

4. USE AND CARE OF EQUIPMENT

4.1. Use

You will use the Equipment correctly and in environmental conditions in accordance with the relevant manufacturer's operating manuals and with the consumables which are specified for use with the Equipment. Unless we agree to carry out routine maintenance on your behalf then you will promptly and regularly carry out all maintenance routines specified in the operating manuals.

4.2. Operators

You will only allow competent and properly trained operators to use, adjust, repair, maintain, add to or alter the Equipment.

4.3. Back-up

You will regularly back up all Software, Content, Webcast Data, other software and data so as to minimise the risk of loss or corruption. We will not be liable for any loss of or corruption to the Software or other software or data that would have been avoided had you backed it up.

5. SUPPORT

5.1. Support of Equipment

If under the Agreement we are to provide support Services, you will pay to us the proper periodic payments for the support Services and if so we will support the Equipment subject to clause 5.3 below.

5.2. Maintenance Releases and Upgrades

We may at our discretion free of charge install maintenance releases or upgrades to the Software that from time to time become available to us. The timing of the installation of any maintenance releases or upgrades will be agreed in advance between you and us.

5.3. Services Not Included

Unless otherwise agreed by us in writing the Services do not include:

- 5.3.1. carrying out electrical work or repairs external to the Equipment;
- 5.3.2. providing accessories, supplies or operating materials or consumables (e.g. DVDs etc.);
- 5.3.3. maintenance of any item not specifically included in the Equipment;
- 5.3.4. repairing or servicing work which is your responsibility under the Agreement;
- 5.3.5. repairing or servicing work made necessary by your breach of the Agreement or otherwise by accident, misuse of the Equipment, fault or negligence of you or any persons other than our staff, or by operator error or environmental conditions (e.g. failure or fluctuation of electrical power or air conditioning, incompatibility with or failure of connected systems), or by any other cause outside our control;
- 5.3.6. re-installation of your copy of the Software;
- 5.3.7. application software servicing made necessary by any of the matters referred to in Clause 5.3.5;
- 5.3.8. making any changes or alterations to the Equipment except when required for the diagnosis, workaround or resolution of errors in the Software;
- 5.3.9. any re-configuration to Software resulting from modifications or attempted modifications carried out by your employees or anyone else other than our staff; or
- 5.3.10. anything that the respective manual or ordinary competence enables or should enable you to do or others to do on your behalf.

5.4. Website Protection

We may at any time take whatever action we consider necessary to protect the Website, the Software, the Equipment or our ability to provide the Services, and/or suspend the provision of such Services for such purposes and/or for scheduled or necessary maintenance.

6. **PRICE AND PAYMENT**

6.1. Prices

You will pay to us all fees, costs and expenses ("prices") as stated in the Agreement, subject as follows:

- 6.1.1. unless otherwise stated by us in writing, prices exclude VAT and you will pay VAT in addition if properly chargeable by us;
- 6.1.2. unless expressly stated in the Agreement, or otherwise stated by us in writing, all prices paid and/or payable by you under the Agreement are unconditional, irrevocable and non-refundable, including any deposit or payment on account paid by you under the Agreement;
- 6.1.3. prices exclude travel and accommodation expenses arising from our performance of the Agreement, and all costs of packing, insurance and freight incurred by us in any delivery by us to you. You will promptly reimburse us for all such expenses;
- 6.1.4. prices exclude all additional amounts that we are entitled to charge you under the Agreement, and you will pay us all such additional amounts promptly;
- 6.1.5. we are entitled from time to time, but not more than once every 12 months, to increase the Standard Rate and any periodic fee by a percentage equal to the percentage increase in the Index of Retail Prices published by the Department of Trade and Industry of the United Kingdom (or any successor government department) since the Delivery Date or, if there has been a previous increase in such fee, since the date of the last such increase.

6.2. Time of Payment

If the Agreement does not state elsewhere when any sum is payable, you will pay all sums due to us within 14 days of the date of our demand or request for payment.

6.3. Late Payment

If any payment due from you to us is overdue then, in addition to any other right or remedy, we may:

6.3.1. charge you interest compounded daily at the highest of the following arithmetical rates from time to time: -

6.3.1.1. 1% per calendar month or part calendar month by which payment is overdue;

6.3.1.2. the judgment rate;

6.3.1.3. the applicable rate under the Late Payment of Commercial Debts (Interest) Act; or

6.3.1.4. the highest rate charged to us on any borrowing or overdraft, and/or

6.3.2. suspend our performance of the Agreement, with a corresponding extension of the Programme.

7. **OWNERSHIP ETC OF THE EQUIPMENT**

7.1. Responsibility

From the Delivery Date you are responsible for all risk of loss of, damage to or deterioration of the Equipment and will fully indemnify us against all costs of replacement or repair.

7.2. Ownership

7.2.1. if the Equipment has been sold or agreed to be sold to you by us, then (subject as above) the Equipment will remain ours until

7.2.1.1. we have been paid in full for it, AND

7.2.1.2. you have paid us all sums due from you to us: -

7.2.1.2.1. under the Agreement; and

7.2.1.2.2. otherwise howsoever.

7.2.2. the Software and all associated rights in it, including but not limited to copyright, will at all times remain ours or our licensors' as appropriate.

7.3. Marking of the Equipment: proceeds and amounts

7.3.1. Unless and until the Equipment becomes yours,

7.3.1.1. you will clearly mark it and identify it as being our property

7.3.1.2. you will insure the Equipment and keep the Equipment insured at all times for its full replacement value against all risks on a comprehensive policy without restriction or excess and produce to us on request the policy or policies together with evidence of payment of the premiums. If you fail to do so we may but shall not be obliged to insure it and you will reimburse us the costs of so doing on demand together with an administrative fee of 25% of the premium paid by us.

7.3.2. Should you dispose of or convert any Equipment that is ours you will be liable to us for the full actual cost to us of acquisition of new equipment of at least similar specification and quality together with any losses to us flowing from such disposition or conversion; and hold on trust for us towards such liability all sums realised by you from such disposition or conversion.

7.4. Repossession

If you do not pay us when any payment falls due, or if we reasonably believe that you will become unable to make payments as they become due, then we will have the right to enter (without prior notice) any premises where we believe our Equipment is located, and repossess our Equipment. This is a licence coupled with an interest and irrevocable. This right will not affect any other right or remedy available to us under

the Agreement and the Agreement will automatically terminate if we exercise our right to repossess the Equipment.

7.5. Replaced Equipment

All Hardware or Software that we may remove from the Equipment and replace by other Hardware or Software will (if it was not already ours) upon removal from the Equipment become our property.

7.6. Capital Allowances

If Equipment howsoever supplied by us to you is or may become a fixture as defined by the Capital Allowances Act 2001 Section 173 you will sign and deliver to us an election in such form as we may prescribe under that Act or an election in such other form and under any other authority in response to which H.M Revenue & Customs will or may treat the Equipment to like effect for material purposes as belonging to us.

8. SOFTWARE LICENCE

8.1. In consideration of all payments due to us under the Agreement, we grant to you a non-exclusive, royalty free, non-transferable licence to use the Software in accordance with the Agreement subject as follows:

8.1.1. you will only use the Software with any relevant Hardware supplied; and

8.1.2. you will at all times use the Software in accordance with any user manual for the Software supplied to you by us; and

8.1.3. except to the extent that such acts may not lawfully be prevented, you will not access the Software in source code nor modify, adapt, disassemble, decompile or otherwise reverse engineer any or all of the Software; and

8.1.4. this licence will continue until terminated in accordance with the Agreement; and

8.1.5. if any or all of the Software is subject to a licence from a third party then you will comply with the terms of that licence.

9. OWNERSHIP OF THE CONTENT AND THE WEBCAST DATA

9.1. The Content

In consideration of and conditional upon all payments due to us under the Agreement, we assign to you all intellectual property rights in the Content.

9.2. The Webcast Data

In consideration of all payments due to us under the Agreement, we grant to you a non-exclusive, non-transferable, royalty-free licence to use the Webcast Data in the normal course of your business. This licence will continue until terminated in accordance with the Agreement.

9.3. Unauthorised use

You will give prompt notice to us if you become aware of any unauthorised use or exploitation of the whole or any part of the Software or the Webcast Data by any person.

9.4. Grant of rights

You acknowledge that the rights granted to you in Clauses 8 and 9 are the sole rights in the Software, the Webcast Data or the Content to which you are entitled under the Agreement and that such rights may be terminated forthwith in the event of failure in whole or in part to pay therefor and that, subject to Clause 9.1, all copyright and other intellectual property rights remain vested in us and belong to us and/or our licensors.

10. **CONFIDENTIALITY AND PUBLICITY**

10.1. Confidentiality

10.1.1. Each party will, and will procure that its employees and sub-contractors will, keep secret and confidential all information of a confidential or of a technical or commercially sensitive nature obtained from the other in the course of the Agreement, and will

10.1.1.1. use such information exclusively for the purposes of the Agreement, and

10.1.1.2. disclose such information only to those of its employees and sub-contractors pursuant to the Agreement to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Agreement.

10.1.2. This Clause will not apply to information which

10.1.2.1. prior to its receipt from one party was in the possession of the other and at its free disposal, or

10.1.2.2. is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party, or

10.1.2.3. which is or becomes generally available to the public through no act or default of the recipient party.

10.2. Publicity

Subject to obtaining your prior written consent (which will not be unreasonably withheld or delayed) we may, for the purposes of our own publicity, name you as our customer and disclose the nature of the Equipment and Services supplied by us to you.

11. **WARRANTIES**

11.1. Equipment Warranty

Subject to Clause 12, we warrant that the Equipment will conform materially to its description in the Agreement, subject to any accompanying manuals (or updates) supplied to you by us, under normal use by competent and properly trained operators in accordance with the Agreement and accompanying manuals supplied to you. This warranty does not cover, and we will have no responsibility for, any consumables or any defect of the Equipment arising out of or in connection with:

11.1.1. any use of the Equipment other than by properly trained operators;

11.1.2. any use of the Equipment other than in accordance with the Agreement and accompanying manuals; or

11.1.3. any continued use of Equipment after it exhibits signs of any defect or malfunction, other than use incorporating an agreed work around to a specific defect.

11.2. Application of the Equipment Warranty to the Hardware

If you notify us in writing, within 12 months of delivery by us to you of the last item of the Hardware to be delivered under the Agreement, that the Hardware does not conform to the above warranty, we will at our own cost use reasonable endeavours to obtain from the supplier of the Hardware modified, repaired or replacement Hardware or manuals so that the Hardware conforms to such warranty, and the warranty will continue for the remainder of the 12 month period.

11.3. Application of the Equipment Warranty to the Software

11.3.1. If you notify us in writing, within 3 months of the delivery by us to you of the last item of the Software to be delivered under the Agreement, that the Software does not conform to the above warranty then:

- 11.3.2. if the defect is in Software (including manuals) which is owned by us, we will at our own cost use reasonable endeavours to rectify the defect; or
- 11.3.3. if the defect is in Software (including manuals) owned by a third party, we will at our reasonable cost use reasonable endeavours to obtain from the supplier of such Software repaired, modified or replacement Software (including manuals) so that the Software conforms to the above warranty;
- 11.3.4. and the warranty will continue to apply in respect of the Software for the remainder of the 3 month period.

11.4. Services Warranty

We warrant that we will perform all Services with reasonable care and skill. If we are shown to be in breach of this warranty in relation to particular Services, then we will take such steps as may be necessary prospectively to render the results of such Services as they would have been had we supplied them in accordance with such warranty; or, alternatively, we will, subject to the minimum period, refund to you a fair proportion of the sums you have paid to us in respect of such particular Services which have not met the terms of the warranty.

11.5. Use of the Software

11.5.1. We warrant that to the best of our knowledge your use of our Software in accordance with the Agreement will not result in the infringement of the copyright or other intellectual property rights of any person. If such use infringes any such rights then we will as soon as reasonably practicable at our option and cost use our reasonable endeavours to alter such Software to make it non-infringing without materially reducing its functionality, and/or to obtain such licence as may be necessary to avoid the infringement.

11.5.2. As to third party software we will use our reasonable efforts (but shall not be obliged to incur legal costs or commence litigation) to obtain for you from the licensor to us the like warranties indemnities and other obligations as they would have had to us.

11.6. No Other Warranties

Clauses 11.1, 11.4 and 11.5 state the only warranties given in relation to the Equipment and the Services and your only remedies and our entire liability for breach of these warranties. They are in lieu of and substitution for any other obligations to you in respect of any claim by any third party that your use of any Equipment infringes any right of that third party.

11.7. Investigation

If, on investigating a claim by you that any of the warranties given by us in Clauses 11.1 to 11.5 has been breached, we find that there is no or has been no such breach, then you will pay us at our Standard Rates for all of our time and expenses incurred by us and/or on our behalf in carrying out such investigation(s).

11.8. Your Warranties

You warrant that:

- 11.8.1. it was and is within your power to enter into the Agreement and to perform the Agreement; and
- 11.8.2. the Agreement has been properly and validly executed by you so as to bind you.

12. **LIMITATION OF LIABILITY**

12.1. This Clause Prevails

This Clause 12 prevails over all other provisions of the Agreement.

12.2. Certain Liability Accepted

Neither party excludes or limits its liability to the other in negligence in respect of death or personal injury, or for wilful default or fraudulent misrepresentation or

otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

12.3. Exclusion of Warranties

Except as expressly otherwise stated in the Agreement, we give no guarantees or warranties and make no representations (nor shall we be subject to any conditions) in relation to any Services, Hardware or Software or otherwise in relation to the Agreement. All such guarantees warranties and representations and conditions, whether express or implied by law or otherwise, are hereby excluded. We make no representation or warranty nor are subject to any condition as to merchantability, satisfactory quality or fitness for any particular purpose, or compatibility with computer programs or hardware not supplied by us under the Agreement.

12.4. Limitation of Liability

Subject to Clause 12.2, in no circumstances will we be liable to you, for breach of contract, in negligence or otherwise, for any direct or indirect loss of profit, business, revenue, goodwill, anticipated savings or any payment made or due to a third party, or for any consequential, special, indirect or incidental loss arising in any way out of or in connection with the Agreement.

12.5. Amount of Liability

Subject to Clause 12.2, if, despite provisions in the Agreement purporting to limit or exclude our liability we are found liable to you, then our liability to you will nevertheless be limited to the amounts paid by you to us under the Agreement up to a maximum amount equivalent to the Fees for 6 months, calculated on a time apportionment basis, of the Minimum Period.

12.6. Your Services

You will be exclusively responsible for all services you provide through or involving use of the Equipment and/or Services. You will indemnify us against all claims by third parties arising directly or indirectly from your services or your failure to provide services and against all losses, costs, damages and expenses resulting directly or indirectly from such claims. In particular but without limitation you will obtain effective consents from or on behalf of any person appearing in any Webcast.

12.7. Responsibility for Webcasting

You will be exclusively responsible for any liability arising from unauthorised access or alteration to the Webcast Data or Content. You will also be responsible for any liability arising from any material or data which has been Webcast that includes any threatening, defamatory, obscene, offensive or illegal material or any material which infringes any person's intellectual property rights. Except as expressly otherwise stated in the Agreement, we will not be responsible for any liability arising from the failure to Webcast any material or data.

13. **TERM AND TERMINATION**

13.1. The Agreement will come into force on the Effective Date or, if no Effective Date is stated, then on the date which it is accepted by you evidenced by your signature. Subject to Clause 13.4 it will continue for the Minimum Period and thereafter it will continue in accordance with its terms, subject to earlier termination as provided in the Agreement, but either party may terminate the Agreement giving to the other at least 3 months' notice in writing but such notice cannot expire earlier than the end of the Minimum Period or any anniversary of it.

13.2. Either party may at any time by notice in writing to the other party terminate the Agreement with immediate effect if the other party commits a material breach of the Agreement which is not remedied within 28 days of such party being given written notice of the breach and requiring it to be remedied.

13.3. We may at any time by notice in writing to you terminate the Agreement with effect from the date of service of such notice if

13.3.1. you are unable to pay your debts as they fall due or if we reasonably believe that this will or may become the case;

13.3.2. you are in breach of clause 3.2 above

13.4. Notwithstanding the provisions of Clause 6.3, we may forthwith terminate the Agreement, including all rights granted under it whether by licence or otherwise, in the event of the non-payment of any fees due to us within the required time for payment.

14. **CONSEQUENCES OF TERMINATION**

14.1. Termination of the Agreement, for whatever cause, will not affect the rights of either party which have accrued before termination.

14.2. All licences to use the Software and the Webcast Data granted to you will automatically terminate 6 months after the date of termination of the Agreement. However, if we terminate the Agreement in accordance with Clause 13.2 or 13.3, or if we are otherwise entitled to terminate the Agreement forthwith, then such licences will terminate forthwith upon termination of the Agreement. You will, as soon as the licences have terminated, stop using the Software and Webcast Data and will return to us the Software together with all whole or partial copies of it and all user manuals.

14.3. If you terminate the Agreement under Clause 13.2 we will refund a proportion, calculated on a time apportionment basis, of the Fees paid by you for the unexpired portion of the Minimum Period (as the same may be extended under the terms of this Agreement) excluding the first six months of the Minimum Period (as the Fees for the first 6 months of the Minimum Period, calculated on a time apportionment basis, are non refundable).

14.4. If we terminate the Agreement under clause 13.3.2 above there will be no refund t and all sums payable or otherwise payable by you relating to the then current year shall remain payable.

15. **GENERAL**

15.1. Notices

Any notice given under the Agreement will be in writing and served either by eMail or first class post. The address for service will be the address set out in the Agreement or such other address as the addressee has nominated by notice in writing in accordance with this Clause. Any notice served by first class post will be deemed to have been served two days after posting.

15.2. Force Majeure

A party will be deemed not to be in breach of the Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is caused by any event or circumstance beyond its control ("force majeure"). The party affected by force majeure will promptly notify the other party of it in writing and will use all reasonable endeavours to continue to perform its obligations under the Agreement as soon as reasonably practicable. This Clause will not apply to your obligations to make payments to us under the Agreement. Lack of funds is not an event of force majeure.

15.3. Assignment

We may sub-contract our obligations under the Agreement and/or we may assign our rights and obligations under the Agreement ,but you may not assign, sub-contract or delegate your rights or obligations under the Agreement without our prior written consent (which will not be unreasonably withheld).

15.4. Waiver

Any failure or neglect by either party to enforce at any time any of the provisions of the Agreement will not be construed nor deemed to be a waiver of that party's rights under that or any other provision the Agreement or a previous or subsequent breach of the relevant provision.

15.5. Severability

If the whole or any part of any provision of the Agreement is determined to be invalid or unenforceable, then such provision or part of it shall be severed from the body of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

15.6. Interpretation

In these Conditions and every proposal, quotation, order and Agreement to which they apply, headings are for convenience only and shall not affect interpretation; the singular includes the plural and vice versa; references to Clauses are to clauses in these Conditions; and any list of particular items or matters used in conjunction with general wording covering those items or matters shall not limit that general wording.

15.7. Law and Jurisdiction

The Agreement shall be governed and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.