CORNTHWAITE GROUP: Machine Loan Terms and Conditions

Registered Office: Cornthwaite Agricultural Ltd, Hall Lane, Bispham Green, Ormskirk, L40 3SB
Company Number: 06236827

This document sets out the terms and conditions on which we (Cornthwaite Group) loan Machines to you (our Customer), the details of which are set out in the Machine Loan Form. The loan is provided free of charge subject to these terms and conditions. Please read these terms carefully as they contain exclusions and limitations of our liability.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

Agreement:	the Agreement between the Customer and Cornthwaite Group in accordance with the Machine Loan Form and these Terms and Conditions.
Business Day:	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours:	the period from 8.00 am to 5.30 pm on any Business Day.
Cornthwaite Group:	Cornthwaite Agricultural Limited, registered in England and Wales with company number 06236827 with registered office at Hall Lane, Bispham Green, Ormskirk, Lancashire, L40 3SB.
Customer:	the individual or organisation loaning the Machine, as set out in the Machine Loan Form.
Excess Hours Charges:	the hourly rate chargeable for each hour (or part thereof) that the Machine is used in excess of the Included Hours as set out in the Machine Loan Form.
Handover Date:	the date identified as such in the Machine Loan Form.
Handover:	the transfer of physical possession of the Machine to the Customer at the Site.
Included Hours:	the number of hours of use of the Machine provided free of charge under the loan, as set out in the Machine Loan Form.
Machine Loan Form:	the form setting out the commercial details of the Machine loan.
Machine:	the Machine detailed in the 'loan details' make and model section in the Machine Loan Form and all substitutions, replacements or renewals of such

	equipment and all related accessories, manuals and instructions provided for it.
Loan Period End Date:	the date on which the Loan Period ends, as set out in the Machine Loan Form, or where the Loan Period is extended in accordance with clause 3, such later date as notified to the Customer by Cornthwaite Group.
Loan Period Start Date:	the date on which the Loan Period commences, as set out in the Machine Loan Form.
Loan Period:	the period of loan as set out in clause 3.
Risk Period:	the period during which the Machine is at the sole risk of the Customer, as set out in clause 6.2.
Site:	the Customer's site address as set out in the Machine Loan Form.
Total Loss:	due to the Customer's default, act or omission the Machine is, in the Cornthwaite Group's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
VAT:	value added tax or any equivalent tax chargeable in the UK.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 A reference to **writing** or **written** excludes fax but includes email.

1.7 Any obligation on a party **not to do something** includes an obligation **not to allow that thing to be done**.

2. MACHINE LOAN

2.1 Cornthwaite Group shall loan the Machine to the Customer subject to these terms and conditions.

2.2 Cornthwaite Group shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with the Customer's quiet possession of the Machine.

2.3 The Customer acknowledges that the Machine may be equipped with manufacturer installed remote monitoring systems and agrees that Cornthwaite Group shall be entitled, at its sole discretion from time to time, to access and monitor such system and obtain information relating to the Machine during the term of this Agreement. To the extent any information obtained via the remote monitoring systems constitutes personal data, Cornthwaite Group shall process such personal data in accordance with its privacy notice, a copy of which can be found on our website https://www.cornthwaitegroup.com/all-terms.

3. LOAN PERIOD

The Loan Period shall commence on the **Loan Period Start Date** and shall continue, unless terminated earlier in accordance with clause 11 (Termination), until the **Loan Period End Date**, when this Agreement shall terminate automatically without notice. On occasion, and at its sole discretion, Cornthwaite Group may agree to extend the Loan Period and shall notify the Customer of the length of any such extension prior to the Loan Period End Date.

4. LOAN CHARGES AND PAYMENTS

4.1 The Customer acknowledges that the loan of the Machine is provided free of charge for the Included Hours. In the event the Customer’s use of the Machine exceeds the Included Hours, the Customer shall pay the Excess Hours Charges for such excess use in accordance with this clause 4.

4.2 Cornthwaite Group shall invoice the Customer for any Excess Hours Charges at the end of the Loan Period.

4.3 The Customer shall pay invoices in full and cleared funds within 30 days of the invoice date. Payment shall be made to the bank account nominated in writing by Cornthwaite Group.

4.4 The Excess Hours Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

4.5 All amounts due under this Agreement 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).

4.6 If the Customer fails to make a payment due to Cornthwaite Group under this Agreement by the due date, then, without limiting Cornthwaite Group's remedies under clause 11, 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 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

5. HANDOVER

5.1 Cornthwaite Group shall deliver the Machine to the Site or make it available for collection (as the case may be) on or before the Loan Period Start Date.

5.2 Handover shall take place on or before the Loan Period Start Date. Risk shall transfer in accordance with clause 6.2 of this Agreement.

5.3 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Handover of the Machine. Acceptance of Handover by such representative shall constitute conclusive evidence that the Customer has examined the Machine and has found it to be in good condition (other than any pre-existing damage identified as such in the Machine Loan Form, if any), complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Cornthwaite Group, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

5.4 To facilitate Handover, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Handover to be carried out safely and expeditiously.

5.5 The Handover is completed on the completion of:

(a) in the case of delivery, unloading of the Machine at the Site; or

(b) in the case of collection, loading of the Machine at Cornthwaite Group’s premises.

5.6 If the Customer fails to accept Handover of the Machine when Cornthwaite Group tenders Handover (whether by delivery or collection, as the case may be), then, except where such failure is caused by Cornthwaite Group's failure to comply with its obligations under this Agreement:

(a) the Machine shall be deemed to have been handed over at 9.00 am on the date Cornthwaite Group tendered Handover; and

(b) Cornthwaite Group shall store the Machine until the Customer takes possession of the Machine and charge the Customer for all related costs and expenses (including insurance).

6. TITLE, RISK AND INSURANCE

6.1 The Machine shall at all times remain the property of Cornthwaite Group, and the Customer shall have no right, title or interest in or to the Machine (save the right to possession and use of the Machine subject to the terms and conditions of this Agreement).

6.2 The risk of loss, theft, damage or destruction of the Machine shall pass to the Customer on Handover. The Machine shall remain at the sole risk of the Customer during the Loan Period and any further term during which the Machine is in the possession, custody or control of the Customer (**Risk Period**) until such time as Cornthwaite Group retakes possession of the Machine.

6.3 During the Loan Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

(a) insurance of the Machine to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Cornthwaite Group may from time to time nominate in writing;

(b) insurance for such amounts as a prudent owner or operator of the Machine would insure for, or such amount as Cornthwaite Group may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Machine; and

(c) insurance against such other or further risks relating to the Machine as may be required by law, together with such other insurance as Cornthwaite Group may from time to time consider reasonably necessary and advise to the Customer in writing,

together, the **Insurances**.

6.4 All Insurances procured by the Customer shall be endorsed to provide Cornthwaite Group with at least 2 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Cornthwaite Group's request name Cornthwaite Group on the policies as a loss payee in relation to any claim relating to the Machine. The Customer shall be responsible for paying any deductibles due on any claims under such Insurances and shall be responsible for any shortfall between the full replacement value of the Machine and the pay out from any of the Insurances.

6.5 If the Customer fails to effect or maintain any of the Insurances, Cornthwaite Group shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.6 The Customer shall, on demand, supply Cornthwaite Group with copies of the Insurances certificates and details of the cover provided and proof of premium payment to confirm the insurance arrangements

6.7 The Customer shall give immediate written notice to Cornthwaite Group in the event of any loss, accident or damage to the Machine arising out of or in connection with the Customer's possession or use of the Machine. The Customer shall be fully responsible for any such loss, accident or damage and shall pay the cost of all remedial works carried out by or on behalf of Cornthwaite Group in accordance with clause 4.

7. CUSTOMER'S RESPONSIBILITIES

7.1 The Customer shall during the term of this Agreement:

(a) keep the Machine in its own possession and in compliance with the Insurances;

(b) ensure that when not in use, the Machine is kept in a suitable environment, with the keys removed and stored safely away from the Machine, and otherwise in compliance

with the terms of the Insurances, and in any event, ensure the Machine is not kept in environments that can cause it damage, for extended periods of time. For the avoidance of doubt, any damage caused to the Machine as a result of it not being stored in a suitable environment that can cause the Machine damage shall not be deemed to be fair wear and tear for the purposes of clause 8.3;

(c) ensure that the Machine is operated in a suitable environment used only for the purposes for which it is designed, and operated in a proper manner by competent staff in accordance with any operating instructions provided by Cornthwaite Group;

(d) ensure that no person or persons smoke or vape in the Machine;

(e) take such steps (including compliance with all safety and usage instructions provided by Cornthwaite Group) as may be necessary to ensure, so far as is reasonably practicable, that the Machine is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

(f) subject to clause 7.1(g), maintain at its own expense the Machine in good and substantial repair in order to keep it in as good an operating condition as it was on Handover (fair wear and tear only excepted) including not smoking or vaping in the Machine, replacement of worn, damaged and lost parts, and shall make good any damage to the Machine. Title in all replacements made in or to the Machine shall vest in Cornthwaite Group immediately on installation;

(g) use only Cornthwaite Group, its duly authorised representative or subcontractors to carry out any repair, services or maintenance of the Machine;

(h) use the Machine for the Included Hours. The Customer acknowledges and agrees that if the Machine is used outside of the Included Hours, it shall be liable for paying all Excess Hour Charges;

(i) make no customisation, modification, enhancement or alteration to the Machine and shall not remove any existing component (or components) from the Machine without the prior written consent of Cornthwaite Group unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or a compatible improved or advanced version of it. Title in all substitutions, replacements, renewals made in or to the Machine shall vest in Cornthwaite Group immediately on installation;

(j) be solely responsible for any motoring offences, toll charges, parking charges, penalties and any other fines in relation to the Machine;

(k) keep Cornthwaite Group fully informed of all material matters relating to the Machine and comply with any instructions given by Cornthwaite Group in connection;

(l) at all times keep the Machine in the possession or control of the Customer and keep Cornthwaite Group informed of its location, which shall at all times be within the UK;

(m) permit Cornthwaite Group or its duly authorised representative to inspect the Machine at all reasonable times and for such purpose to enter on the Site or any premises at

which the Machine may be located, and shall grant reasonable access and facilities for such inspection;

(n) maintain operating and maintenance records of the Machine and make copies of such records available to Cornthwaite Group upon request, together with such additional information as Cornthwaite Group may reasonably require;

(o) not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Machine or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(p) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Cornthwaite Group in the Machine;

(q) not suffer or permit the Machine to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Machine is so confiscated, seized or taken, the Customer shall notify Cornthwaite Group and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Machine and shall indemnify Cornthwaite Group on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(r) comply with all statutory and other obligations of all kinds in relation to the Machine and use of it;

(s) not use the Machine for any unlawful purpose;

(t) ensure that at all times the Machine remains identifiable as Cornthwaite Group's property;

(u) deliver up the Machine at the end of the Loan Period at such address as Cornthwaite Group requires, or if necessary allow Cornthwaite Group or its representatives access to the Site or any premises where the Machine is located for the purpose of removing the Machine; and

(v) not do or permit to be done anything which could invalidate the Insurances.

7.2 The Customer acknowledges that Cornthwaite Group shall not be responsible for any loss of or damage to the Machine arising out of or in connection with any negligence, misuse, mishandling of the Machine or otherwise caused by the Customer or its officers, employees, agents and contractors[, and the Customer shall indemnify Cornthwaite Group in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Cornthwaite Group arising out of, or in connection with any failure by the Customer to comply with its obligations in this clause 7.

8. RETURN OF MACHINE

8.1 The Customer agrees to, at the Loan Period End Date, or on earlier determination of this Agreement, either:

(a) return the Machine to such location as notified by Cornthwaite Group at the Customer's sole expense; or

(b) make the Machine available for collection from the Site or any premises where the Machine is located,

as agreed in advance between the parties.

8.2 The Machine returned by the Customer must be:

(a) in good and substantial repair, in as good and safe an operating condition as on the Handover Date (fair wear and tear only excepted), maintained and safe to use, clean, clear of traces of food, drink or animal evidence ;

(b) unaltered and unmodified, with all components existing on the Handover Date in place (except for replacements of worn, damaged and lost parts with the same make and model of part or an improved or advanced version of it); and

(c) accompanied by any operating and maintenance records of the Machine.

8.3 In the event that the returned Machine is assessed to have suffered unfair wear and tear or damage, or is not returned in a clean and tidy state, the Customer shall reimburse Cornthwaite Group for the reasonable costs and expenses incurred by Cornthwaite Group, to repair, clean and valet the Machine and return it to the condition it was in on the Handover Date (fair wear and tear excepted).

8.4 In the event that the returned Machine's fuel and AdBlue levels are not the same as, or greater than, the levels set out in the Machine Loan Form at the Loan Period Start Date, the Customer shall reimburse Cornthwaite Group for the cost of the shortfall.

8.5 Upon return of the Machine to Cornthwaite, the Customer shall be liable to pay Cornthwaite Group any costs and expenses identified under clauses 8.3 and 8.4 within 30 days of the date of return and invoice, together with VAT thereon.

9. WARRANTY

9.1 Cornthwaite Group warrants that the Machine, when supplied, shall substantially conform to its specification (as made available by Cornthwaite Group), be of satisfactory quality and fit for any purpose held out by Cornthwaite Group. Cornthwaite Group shall use reasonable endeavours to remedy, free of charge, any material defect in the Machine which manifests itself within during the Loan Period, provided that:

(a) the Customer has complied with its responsibilities under clause 7 at all times;

(b) the Customer notifies Cornthwaite Group of any defect in writing within 2 days of the defect occurring;

(c) Cornthwaite Group is permitted to make a full examination of the alleged defect;

(d) the defect was not caused, in whole or in part, by misuse, neglect, mishandling or unauthorised alteration or manipulation;

(e) the defect was not caused, in whole or in part, by any information, design or any other assistance supplied by the Customer or on its behalf; and

(f) the defect is directly attributable to defective material, workmanship or design.

9.2 The Customer acknowledges and agrees that the Machine comprises or contains equipment or components which were not manufactured or produced by Cornthwaite Group and the Customer shall be entitled only to such warranty or other benefit as Cornthwaite Group has received from the manufacturer.

9.3 If Cornthwaite Group fails to remedy any material defect in the Machine in accordance with clause 9.1, Cornthwaite Group shall, at the Customer's request, accept the return of the Machine.

10. LIMITATION OF LIABILITY

10.1 The following definitions apply in this clause 10:

(a) **liability:** every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence) or otherwise; and

(b) **default:** any act or omission resulting in Cornthwaite Group incurring liability to the Customer.

10.2 Nothing in this Agreement limits or excludes:

(a) liability for deliberate or wilful default;

(b) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;

(c) liability for fraud or fraudulent misrepresentation;

(d) liability for breach of the terms implied by section 7 of the Supply of Goods and Services Act; or

(e) any liability that cannot legally be limited.

10.3 Subject to clause 10.2, Cornthwaite Group's total liability shall not exceed 100% of all sums paid or payable by the Customer under this Agreement.

10.4 Subject to clause 10.2, Cornthwaite Group shall have no liability for:

(a) loss of profits (including loss of anticipated savings);

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of use or corruption of software, data or information;

(e) loss of or damage to goodwill; or

(f) indirect or consequential loss.

10.5 Subject to clause 10.2, all implied terms and conditions as to the quality or performance of the Machine and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, Cornthwaite Group may terminate this Agreement with immediate effect by giving notice to the Customer if:

(a) the Customer fails to pay any amount due under this Agreement on the due date for payment;

(b) the Customer 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 three days after being notified to do so;

(c) the Customer 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;

(d) the Customer takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 11.1(d);

(e) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or

(f) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(g) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or

(h) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.2 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Machine.

12. CONSEQUENCES OF TERMINATION OR EXPIRY

12.1 On expiry or termination of this Agreement, however caused:

(a) Cornthwaite Group's consent to the Customer's possession of the Machine shall terminate;

(b) Cornthwaite Group may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Machine and for this purpose may enter the Site or any premises at which the Machine is located;

(c) the Customer shall ensure the safe and proper storage of the Machine, with the keys removed and stored safely away from the Machine, until it has been returned to or collected by Cornthwaite Group; and

(d) without prejudice to any other rights or remedies of Cornthwaite Group, the Customer shall pay to Cornthwaite Group on demand:

(i) all sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.6;

(ii) any costs and expenses incurred by Cornthwaite Group in recovering the Machine or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs); and

(iii) where a Total Loss has occurred, any shortfall between the insurance proceeds received by Cornthwaite Group in respect of the Machine and the market value of the Machine (or, if higher, the insured value).

12.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

12.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. GENERAL

13.1 Entire agreement

(a) This Agreement constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

13.2 Assignment and other dealings

(a) Cornthwaite Group may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Cornthwaite Group.

13.3 **Variation**

No variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Cornthwaite Group (or its authorised representative).

13.4 **No partnership or agency**

(a) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

(b) Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13.5 **Third party rights**

(a) This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(b) The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

13.6 **Notices**

(a) Any notice given to a party under or in connection with this Agreement 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 (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Cornthwaite: mailto:service@cornthwaitegroup.com.

Customer: to the email address set out in the Machine Loan 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; or

(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.

(c) This clause 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.

13.7 **Waiver**

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

13.8 **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.

13.9 **Severance**

(a) 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.

(b) If any provision or part-provision of this Agreement is deemed deleted under clause 13.9(a) 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.

13.10 **Governing law**

This Agreement 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 and construed in accordance with the law of England and Wales.

13.11 **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 this Agreement or its subject matter or formation.