



Paperpak Ltd

Membership Terms  
and Conditions

## TERMS AND CONDITIONS OF MEMBERSHIP

These are the terms and conditions of Membership of the Paperpak Limited Packaging Compliance Scheme. The obligations of Members and of the Operator are set out herein.

### 1. INTERPRETATION

Any reference in these Conditions to this “**Agreement**” shall mean the agreement between the Member and the Operator constituted by the Application Form and these Conditions.

1.1 In this Agreement the following words and expressions shall have the following meanings:

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| <b>‘Adverse Market Conditions’</b>          | conditions in the market for recycled or recovered product in which the Operator, on reasonable grounds, finds it impractical or uneconomic to acquire such materials or products in connection with the performance of the Member’s Producer Responsibility Obligations as are not already within the ownership and control of the Operator   |
| <b>‘Agency’</b>                             | the Environment Agency in England, its equivalents in Scotland, Wales and Northern Ireland, and in each case any replacement or successor agency   |
| <b>‘Applicable Agency Registration Fee’</b> | equal to the registration fee payable on the Member’s behalf to the applicable Agency. In the case of Group Membership this is the aggregate of all Group Member registration fees payable to the Agency   |
| <b>‘Applicable Law’</b>                     | all laws, statutes, codes, rules, regulations, orders and professional standards, guidance or other requirement or recommendation by any governmental authority or regulatory or recognised industry body applicable to the Members or the subject matter of these Conditions, including without limitation industry best practice codes and the Regulations, as each may be amended, varied or replaced from time to time;  |
| <b>‘Application Form’</b>                   | the form submitted to the Operator by the Member as its application to become a member of the Scheme, together, where applicable, with any Group Company   |
| <b>‘Conditions’</b>                         | these terms and conditions   |
| <b>‘Confidential Information’</b>           | except where agreed otherwise in writing, all information or data (however recorded or preserved) belonging to or relating to either party to this Agreement disclosed to or obtained by the other party or by a third party on behalf of that other party including whether before or after the date of this Agreement, but not limited to, information relating to the party’s operations, processes or products, or the packaging, packaging materials or waste thereof manufactured, used, generated, recovered or recycled by the party |

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| <b>'Fees'</b>                                | collectively the Membership Fee, Applicable Agency Registration Fee, Material Levy Fee and Other Fees  |
| <b>'Force Majeure Event'</b>                 | any circumstance not within a party's reasonable control including but not limited to natural disaster, epidemic or pandemic, any law or action taken by a government or public authority, any labour or trade dispute, strikes, industrial action or lockouts, and interruption or failure of utility service |
| <b>'Group'</b>                               | in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group   |
| <b>'Group Membership'</b>                    | shall mean a case where the Member executes this Agreement on behalf of itself and any companies within its Group (each such company being a " <b>Group Company</b> ") and " <b>Group Member</b> " shall mean the Member and any such other Group Company  |
| <b>'Holding company'</b>                     | has the meaning given in clause 1.2(d)   |
| <b>'Material Levy Fee'</b>                   | fee to cover the cost of administering the Scheme on behalf of the Member and to ensure compliance of the Member's obligation by acquisition of PRNs on the Member's behalf, or any other means, and to recover reasonable costs of providing proof of compliance  |
| <b>'Member'</b>                              | a Member of the Scheme and party to the Agreement  |
| <b>'Membership Fee'</b>                      | the annual fee payable by the Member to the Operator   |
| <b>'Obligation Year'</b>                     | a calendar year beginning on 1 <sup>st</sup> January   |
| <b>'Operator'</b>                            | operator of the Scheme, being Paperpak Limited, a company incorporated in England and Wales with company number 07699232 whose registered address is Puma Park, 102-106 Scimitar Way, Coventry, England, CV3 4GB, also referred to as ' <b>Paperpak</b> ' in these Conditions                                  |
| <b>'Other Fees'</b>                          | such further fees, including without limitation and as applicable assessment and consultancy fees, for time-based work as the Operator charges the Member from time to time for agreed pieces of work  |
| <b>'PRNs'</b>                                | packaging recycling notes or the packaging export recycling notes (PERNs), issued by an Agency accredited re-processor or exporter as set out in the Regulations   |
| <b>'Producer'</b>                            | as defined in the Regulations  |
| <b>'Producer Responsibility Obligations'</b> | the producer registration recovery and recycling obligations and certifying obligations specified in the Regulations   |

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| <b>'Regulations'</b> | all regulations from time to time imposing obligations on Members relating to packaging and packaging waste relevant to the subject matter of those Conditions, including without limitation (and as applicable) the Producer Responsibility Obligations (Packaging Waste) Regulations 2007, The Packaging Waste (Data Reporting) (England) (Amendment) Regulations 2024, the Producer Responsibility Obligations (Packaging and Packaging Waste) Regulations 2024 and the Plastic Packaging Tax (General) Regulations, and in each case all subsequent amending, variation or replacement legislation |
| <b>'Scheme'</b>      | the Scheme under the name Paperpak Limited Packaging Compliance Scheme registered with the Agency under the Regulations  |
| <b>'Subsidiary'</b>  | has the meaning given in clause 1.2(d)   |

1.2 Interpretation:

- (a) Unless expressly provided otherwise in these Conditions, a reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) shall include all subordinate legislation made from time to time.
- (b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email
- (d) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
  - (i) another person (or its nominee) by way of security or in connection with the taking of security; or
  - (ii) its nominee.
- (e) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (f) In this Agreement:
  - (i) the headings are inserted for convenience only and do not affect its interpretation; and
  - (ii) the appearance of a word in bold type is for convenience only and does not affect its interpretation.

## **2. MEMBERSHIP**

- 2.1 All companies which enter into this Agreement with the Operator for the fulfilment of their Producer Responsibility Obligations are called Members.
- 2.2 The Operator may at the Operator's sole discretion, at any time and without notice, refuse an application for membership or renewal of membership of the Scheme by any Member or Group Company.

## **3. OBLIGATIONS OF THE OPERATOR**

- 3.1 The Operator will use reasonable endeavours to maintain the Scheme and in so doing will use such expertise as can reasonably be expected from a scheme operator registered under the Regulations to perform the Producer Responsibility Obligations of the Member, whilst it is a member, during the period of registration of the Scheme in accordance with the Regulations.
- 3.2 These obligations are conditional upon the Member complying with these Conditions and will cease upon:
  - (a) cancellation of the Scheme; or
  - (b) there being severe adverse market conditions preventing the Operator from fulfilling its obligations in the normal course of business.

## **4. OBLIGATIONS OF THE MEMBER**

- 4.1 The Member warrants and represents that it and, where applicable, each Group Member is a Producer within the meaning of the Regulations.
- 4.2 The Member shall observe all Applicable Laws and shall perform the obligations imposed upon the Member under these Conditions. Whilst a Member of the Scheme the Member will not be a member of any other scheme registered with the Agency nor seek to comply with its Producer Responsibility Obligations, otherwise than through the Scheme.
- 4.3 The Member shall pay fees, levies and other charges as set out in clause 7 of these Conditions.
- 4.4 The Member shall provide the Operator with such information and perform such other tasks as are required within the prescribed time limits and as otherwise reasonably required by the Operator to facilitate the Scheme's compliance with the Regulations.
- 4.5 If a Member has PRNs which it wishes to apply to offset its obligations to the Operator under the Scheme in or relating to an Obligation Year, the Member must forward to the Operator a schedule of PRNs, in appropriate detail (including as may be requested by the Operator from time to time), during the first 6 (six) months of that Obligation Year. The Member must then deliver all scheduled PRNs by the end of September in the applicable Obligation Year, unless the Operator has notified the Member that the Operator will not accept any number of the scheduled PRNs for offsetting purposes in or for that Obligation Year. To avoid doubt, the Operator shall not be obliged to accept any PRNs for offsetting purposes and shall accordingly be entitled in its sole discretion to reject any PRNs for this purpose. For any accepted PRNs, the Operator will give the Member credit for the volume of those offsetting PRNs against the Member's aggregate obligations brought to the Scheme. Any PRNs accepted by the Operator shall be the property of the Scheme and as such the Operator shall be entitled to make use of such PRNs as it requires.

- 4.6 The Member shall not use the name or logo of the Scheme without the express written permission of the Operator and shall do nothing which may cause or bring, whether deliberately or accidentally, the Scheme into disrepute.
- 4.7 The Member shall provide to the Operator in the format and within the time specified all necessary information required relating to the Member's obligations under the Regulations to enable the Operator to fulfil its obligations to the Agency.
- 4.8 The Member shall promptly notify the Operator, in writing, of any changes in information, including any changes to its circumstances (including, but not limited to, changes of ownership, business activity, location, contact details) and any other changes which may render the information supplied to be incorrect or false within 14 (fourteen) days of such change occurring.
- 4.9 The Member warrants to the best of its knowledge and belief that all information supplied in respect of its obligation and circumstances to be complete and accurate in all material respects.
- 4.10 The Member shall permit the Operator to disclose any Member's information to the Agency or any governmental, public, national, international or European authority for the purposes of the operation of the Scheme.
- 4.11 The Member shall allow both the Operator and the Agency to inspect any of its accounts and records and access to its premises as may be required in order to verify the information supplied by the Member to the Operator and to satisfy the requirements of the Agency or Regulations.
- 4.12 If the Operator's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Member or failure by the Member to perform any relevant obligation ("Member Default"):
  - (a) without limiting or affecting any other right or remedy available to it, the Operator shall have the right to suspend performance under this Agreement until the Member remedies the Member Default, and to rely on the Member Default to relieve it from the performance of any of its obligations in each case to the extent the Member Default prevents or the Operator's performance of any of its obligations;
  - (b) the Operator shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from the Operator's failure or delay to perform any of its obligations as set out in this clause 4.12 and/or (and without prejudice to the generality of clause 8.9) as a result of the Member providing poor or flawed data to the Operator; and
  - (c) the Member shall reimburse the Operator on written demand for any costs or losses reasonably sustained or incurred by the Operator and arising directly or indirectly from the Member Default.
- 4.13 Where the Member is required to change any previously submitted data it must immediately notify the Operator of such changes and provide all the data reasonably required by the Operator to correct the datasets and resubmit them to the Agency within the timeline required by the Regulations, thereafter referred to as ("Resubmission"). Any Resubmission, whether instigated by the Member, the Agency or by the Operator, may result in a change in reported weights and therefore a change in Material Levy Fee for the relevant Obligation Year.
  - a) if the Material Levy Fee increases as a result of a Resubmission, the Operator will seek to procure the required number of additional PRNs and will be entitled to immediately charge the Member

for them. If the required number of additional PRNs cannot be procured despite the Operator's reasonable efforts, and therefore the Operator cannot maintain the Member's compliance, the Operator reserves the right to deregister the Member from the Scheme.

b) If the Material Levy Fee decreases as a result of a Resubmission, the Operator will attempt to mitigate the impact of the surplus PRNs for the benefit of the Member and the Scheme, but will have no obligation to refund the Member any excess Material Levy Fees.

## **5. GROUP MEMBERSHIP**

5.1 This clause applies to each Group Member whether making an application, on behalf of itself or another Group Member.

5.2 The Member hereby warrants that the Member has the authority of each other Group Company as of the date of this Agreement, to apply for membership of the Scheme on behalf of itself and each other Group Company.

5.3 The Member shall detail the trading name, registered address, business type and registered company number, for each and every company within the Group and detail for which companies the Member requires membership under the Scheme as set out in the Application Form.

5.4 During an Obligation Year the Member may, subject to written consent from the Operator, add a company to the Group membership by serving notice to the Operator detailing the name, address, business registration number and all other relevant information of the added company.

5.5 The Member shall immediately inform the Operator if any Group company ceases to be part of that Group and that company shall be deemed to have ceased to form part of the Group Membership from the date the notification is received in writing by the Operator. The company in question may apply for a separate membership until the end of the Obligation Year.

5.6 The Member on this application shall bind each other Group Company jointly and severally to the conditions herein.

## **6. PAYMENT TERMS AND FEES**

6.1 The Member hereby agrees to pay the Operator in each case within 30 days from date of an invoice issued by the Operator, the following Fees:

- (i) a Membership Fee; and
- (ii) an Applicable Agency Registration Fee; and
- (iii) a Material Levy Fee; and
- (iv) Other Fees.

6.2 The Membership Fee and Applicable Agency Registration Fee will be invoiced annually. These fees are not refundable under any circumstances.

6.3 The Operator reserves the right to impose reasonably incurred additional charges to those quoted or covered under these Conditions in the event that further administration and auditing is deemed necessary in order to fulfil the Regulations.

6.4 These fees are exclusive of any value added tax and any sales or any similar taxes which shall be added to, and payable by the Member, to the extent applicable at the time.

- 6.5 The Operator reserves the right to adjust the Membership Fee on an annual basis each Obligation Year.
- 6.6 If the Member fails to make payment of any Fee due to the Operator under this Agreement by the due date, then, without limiting the Operator's remedies under clause 10 the Member 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 date at 6% per annum over the base rate published from time to time by Barclays Bank PLC, but at 6% a year for any period when the base rate is below 0%.
- 6.7 All sums payable by any Member shall be paid in full free of any deduction, set off, or counterclaim.

## **7. INDEMNITY / CONSEQUENTIAL LOSS**

- 7.1 Neither party shall in any event, be liable to the other in contract or tort or otherwise for any indirect or consequential loss or damage whenever or howsoever arising.
- 7.2 The Member hereby agrees to indemnify the Operator from and against all liabilities, costs, expenses, damages, losses, actions and proceedings (including costs directly related thereto and calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Operator arising out of or in connection with the Member's non-compliance with these Conditions.
- 7.3 The Operator agrees to indemnify the Member from and against all liabilities, costs, expenses, damages, losses, actions and proceedings (including costs directly related thereto and calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Member arising out of or in connection with the Operator's non-compliance with Clause 3 of these terms and conditions.

## **8. LIMITATION OF LIABILITY**

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 The Member may not benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.3 Nothing in this clause 8 shall limit the Member's payment obligations under this Agreement.
- 8.4 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.5 Subject to clause 8.3, and clause 8.4, the Operator's total liability to the Member shall not exceed all Fees paid to the Operator by the Member in the Obligation Year in which the breach occurred but excluding the Applicable Agency Registration Fees and Material Levy Fee of the Obligation Year.
- 8.6 Subject clause 8.2 (No limitation in respect of deliberate default), clause 8.3 (No limitation of Member's payment obligations) and clause 8.4 (Liabilities which cannot legally be limited) and clause 8.9 (no liability for Member data), this clause 8.6 sets out the types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

- 8.7 The Operator has given commitments as to compliance of the Scheme with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.8 Unless the Member notifies the Operator that it intends to make a claim in respect of an event within the notice period, the Operator shall have no liability for that event. The notice period for an event shall start on the day on which the Member became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.9 Nothing in this Agreement shall give rise or be deemed to give rise to any liability for the Operator on any basis for or in relation to any Member data, and clause 8.5 shall be read and construed accordingly.
- 8.10 This clause 8 shall survive termination of this Agreement.

## **9. CONFIDENTIALITY**

- 9.1 Each party to this Agreement undertakes that it shall not, during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any Confidential Information of the other party, or of any Group Member, except as permitted by clause 9.2 and clause 9.2(a).
- 9.2 Each party may disclose the other party's confidential information:
  - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or as otherwise stated in the Guidance.
- 9.3 The Operator may disclose Confidential Information of the Member or other Group Member as may be required by the Operator in its sole discretion for the purposes and administration of the Scheme.
- 9.4 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 9.5 The obligations under clause 9.1 shall cease to apply in relation to any Confidential Information once the same has become public knowledge other than through any act or default of either party which is not required by or as a result of law (including but not limited to the Regulations) or which is made by the party not in accordance with the Regulations.
- 9.6 The provisions of this clause 9 shall survive termination of this Agreement.

## **10. DURATION AND TERMINATION OF MEMBERSHIP**

10.1 The Agreement shall commence on the date of the Application Form being signed by the Member and shall continue until terminated in accordance with the remainder of this clause 10.

10.2 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:

- (a) 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;
- (b) 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 any of its creditors other than (being a company) 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;
- (c) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) 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 (being a company) 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;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (g) 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; or
- (h) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement by giving the other party not less than 60 (sixty) days' written notice, with termination to take effect on completion of the reporting requirements for the Obligation Year in respect of which such notice is given so that the Operator can fulfil the Member's reporting obligation as required by the Regulations.

10.4 Without affecting any other right or remedy available to it, the Operator may terminate this Agreement without notice if:

- (a) the Member or, where applicable, any Group Member, fails to perform an obligation under this Agreement and has failed to do so within thirty days of a written request for the same by the Operator;
- (b) the Member or, where applicable, any Group Member, ceases to be a Producer; or
- (c) the Member'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.

10.5 In the event of either party terminating the Membership:

- (i) the Scheme will bear no liability for the Member's compliance for that Obligation Year;
- (ii) the Member must assume responsibility for its own compliance for that Obligation Year; and
- (iii) all outstanding invoices issued, and invoices yet to be issued but relating to work undertaken by or Fees due to the Operator prior to termination to the Member from the Operator must be paid in full by the Member and no refund thereof will be claimable by the Member.

10.6 The Scheme will inform the Agency whenever a Member ceases its Membership of the Scheme, within 28 days of such cessation.

10.7 The Operator will have no liability to a Member after termination of membership.

## **11. NOTICES**

11.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be 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 sent by email to the address specified in the Application Form.

11.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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
- (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15(C) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.3 This clause 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## **12. CHANGES TO TERMS AND CONDITIONS AND ASSIGNMENT**

12.1 The Operator may at any time modify the Conditions without prior consultation with members if this is necessary in the Operator's reasonable opinion to fulfil the requirements of the Regulations or to facilitate the operation of the Scheme and will notify Members of any changes within 30 days of the effect of such changes. Such amendments will become binding on the Member on the expiry of the relevant notice period.

For the avoidance of doubt any change in the Fees set out in Clause 6 shall not be deemed to be an amendment, modification or addition under this Clause 12 and shall not require notice to a Member.

12.2 Neither the Operator nor the Member may assign its rights or obligations under these Conditions.

**13. FORCE MAJEURE**

13.1 The Operator shall not be liable to the Member for failure to perform its obligations under these Conditions whether wholly or in part if the failure is caused wholly or in part by any Force Majeure Event.

13.2 Neither party shall have any liability to the other for failure to perform its obligations where such performance is or becomes unlawful under or contrary to any applicable legislation.

**14. RELATIONSHIP BETWEEN THE PARTIES**

14.1 The parties to this Agreement are independent contractors and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership and save to the extent necessary for the parties to fulfil their obligations under this Agreement neither of the parties shall have authority to act on behalf of the other.

**15. THIRD PARTY RIGHTS**

15.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Conditions.

**16. ENTIRE AGREEMENT**

16.1 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.

16.2 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 these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

**17. VARIATION**

17.1 Variation. Except as set out in these Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. WAIVER**

18.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**19. SEVERANCE**

19.1 If any provision or part-provision of the Conditions 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 the Conditions. If any provision or part-provision of the Conditions deleted under this clause 19 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.

**20. GOVERNING LAW & JURISDICTION**

20.1 The 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.

20.2 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.