

**JENAHURA TOUR ACADEMY  
TERMS AND CONDITIONS**

**1. INTERPRETATION**

1.1. In these terms:

**Academy Itinerary** means the itinerary for the Jenahura Tour Academy, including each Jenahura Tour Academy Seminar and each Jenahura Tour Academy Workshop (as may be updated from time to time), available at [www.jenahura.com](http://www.jenahura.com);

**Application Criteria** means the following criteria: (i) a handicap of three or better; and (ii) aged 18 or over on the date of submitting the Application Form, or such other application criteria as Jenahura shall stipulate from time to time;

**Application Form** means the application form submitted by You for the purposes of applying for a place on the Jenahura Tour Academy, in the form available at [www.jenahura.com](http://www.jenahura.com);

**Business Day** means a day other than a Saturday or Sunday or public holiday in England and Wales;

**Confidential Information** of a party shall mean all information, in whatever form, disclosed, made available by, or otherwise emanating from that party (or its associated companies) in connection with the Contract. In the case of Jenahura, its Confidential Information shall include information relating to the design and provision of the Jenahura Tour Academy and all specifications prepared by or on behalf of Jenahura and all information derived from any of them. Confidential Information shall not include information which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of the Contract;
- (c) was already in the possession of the receiving party at the time of disclosure;

(d) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or

(e) is trivial and/or obvious;

**Confirmation Statement** means the confirmation statement issued by Jenahura, accepting Your application for a place on a Jenahura Tour Academy;

**Contract** means the agreement between You and Jenahura for Your enrolment on and attendance at the Jenahura Tour Academy, comprised of these terms and the Confirmation Statement;

**Enrolment Fee** means the fees for Your enrolment on the Jenahura Tour Academy, as set out in the Price List;

**Insolvency Event** means any event referred to in clause 7.1.3;

**Intellectual Property Rights** means all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

**Jenahura** means Jenahura Players Limited (registered no 11414000) whose registered office is at Old Chambers, 93-94 West Street, Farnham, Surrey, GU9 7EB). 'We', 'Us' and 'Our' shall also be references to Jenahura;

**Jenahura's Group** means Jenahura, Jenahura Limited (registered no 05418540) and their ultimate holding companies and any direct or indirect subsidiaries of such holding companies and "holding company(ies)" and "subsidiary(ies)" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006;

**Jenahura Tour Academy** means the educational platform for aspiring tour professional golfers, created by tour professionals and supported by highly respected industry experts. The Jenahura Tour Academy is owned and operated by Jenahura and is offered as a series of individual, standalone Jenahura Tour Academy Seminars and separate Jenahura Tour Academy Workshops;

**Jenahura Tour Academy Seminar** means each individual, standalone, two day campus-based session of the Jenahura Tour Academy;

**Jenahura Tour Academy Workshop** means each workshop provided by Jenahura, in accordance with the schedule published by Jenahura from time to time;

**Management Deal** means a management or sponsorship arrangement, through which (typically) Jenahura would provide various management and/or sponsorship services to a professional golfer, in exchange for the grant of various rights, in each case subject to the terms of the relevant Management Deal;

**Price List** means the pricing information supplied by Jenahura from time to time at [www.jenahura.com](http://www.jenahura.com) for enrolment on a Jenahura Tour Academy Seminar or Jenahura Tour Academy Workshop;

**Writing** includes e-mail, facsimile transmission and comparable means of communication; and

**You, Your** means you, being the individual named on the Application Form and the Confirmation Statement.

- 1.2. References to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision.
- 1.3. The headings in these terms are for ease of reference only and shall not in any way affect their construction or interpretation.
- 1.4. Words denoting the singular include the plural and vice versa, words denoting any one gender

include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association.

- 1.5. References to any party shall include its personal representatives, lawful successor in title and permitted assigns.
- 1.6. The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

## 2. APPLICATION PROCESS AND OUR CONTRACT WITH YOU

- 2.1. If You would like to apply to enrol on the Jenahura Tour Academy, You should submit an Application Form to Us in advance of the date of the relevant Jenahura Tour Academy Seminar on which you wish to enrol. Application Forms are available at [www.jenahura.com](http://www.jenahura.com) and details of how the Application Forms should be submitted are set out in the Application Form itself.
- 2.2. Jenahura shall select applicants for enrolment on the Jenahura Tour Academy. Applicants shall be selected (or rejected) at Jenahura’s entire discretion, having regard to the Application Criteria and availability, and all decisions of Jenahura in this regard shall be final. Successful applicants will be issued with a Confirmation Statement and unsuccessful applicants will be informed as soon as reasonably possible.
- 2.3. Your Application Form constitutes Your offer to enrol on the Jenahura Tour Academy. Your Application Form shall not create a binding contract on Jenahura for Your enrolment in the Jenahura Tour Academy until Your application has been accepted by Jenahura. Acceptance of Your application shall take place where Jenahura issues You with a Confirmation Statement.
- 2.4. The Contract shall comprise these terms and the terms of the Confirmation Statement. The terms of the Contract shall apply to the exclusion of any other terms and conditions that You may submit to Us.
- 2.5. No variation of these terms or any Contract shall be effective unless it is made in Writing and

signed by duly authorised representatives of both parties. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.

### **3. THE JENAHURA TOUR ACADEMY**

- 3.1. Enrolment on the Jenahura Tour Academy shall entitle You to attend one Jenahura Tour Academy Seminar (which seminar You attend is to be agreed between You and Jenahura).
- 3.2. From time to time Jenahura may provide Jenahura Tour Academy Workshops on a range of topics. If You have enrolled to attend a Jenahura Tour Academy Seminar then you will be entitled to apply to attend a Jenahura Tour Academy Workshop. A separate fee will be payable for each Jenahura Tour Academy Workshop, details of which will be provided at the time the relevant workshop is advertised.
- 3.3. Subject to Your successful selection for enrolment and Your payment of the Enrolment Fee, Jenahura shall enrol You on the Jenahura Tour Academy and arrange for the provision of the relevant Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshops.
- 3.4. It is intended that a maximum of 16 students will attend each Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshop.
- 3.5. At the end of each calendar year in which the Jenahura Tour Academy is operational, Jenahura intends to offer a Management Deal to at least one student enrolled on the Jenahura Tour Academy, with a payment of £10,000 to the relevant student(s) (which may be in instalments) following signature of a binding contract. Such arrangement(s) shall be subject to the negotiation and execution of a binding contract between Jenahura (or another designated entity) and the relevant student(s). Any and all such offers shall be made at Jenahura's sole discretion, having regard to a range of factors, including (without limit) performance on the Jenahura Tour Academy. Jenahura's decision shall be final in this regard and Jenahura shall not be obliged to explain the reasoning behind its decision.
- 3.6. Each Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshop is designed

with a view to furthering Your career or potential career as a tournament professional golfer, and You confirm that Your attendance at the Jenahura Tour Academy is with this purpose in mind.

- 3.7. The Academy Itinerary is available at [www.jenahura.com](http://www.jenahura.com) and a copy will be sent to You with any Confirmation Statement issued to You. Whilst Jenahura shall use its reasonable endeavours to minimise any changes to the Academy Itinerary, the Academy Itinerary may be subject to change from time to time.
- 3.8. Dates and times for performance by Jenahura of each Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshop are estimates only and time shall not be of the essence in respect of this and, subject to clause 6.6, Jenahura shall not be liable for any loss, damage, cost or expense caused directly or indirectly by any delays in delivery of a Jenahura Tour Academy Seminar or Jenahura Tour Academy Workshop.

### **4. COST AND PAYMENT**

- 4.1. The Enrolment Fee shall be as set out in the Price List, which also gives details of what is included in the Enrolment Fee.
- 4.2. The Enrolment Fee shall be inclusive of any applicable value added tax and of all other duties, imposts and levies.
- 4.3. As part of the Confirmation Statement, Jenahura will issue an invoice to You for the Enrolment Fee.
- 4.4. Payment shall be made in full no later than seven (7) Business Days after the date of Jenahura's invoice. Payment is to be made by PayPal directly to Jenahura, using the details set out in the invoice.
- 4.5. If You fail to pay the Enrolment Fee when due, without affecting any other rights which it may have, Jenahura shall be entitled to exercise all or any of the following rights:
  - 4.5.1. suspend or withdraw Your right to enrol on the Jenahura Tour Academy (or attend any component events) until paid;
  - 4.5.2. deduct outstanding sums from any sums owed by Jenahura to You under the Contract or otherwise;

- 4.5.3. be paid compensation and charge interest on the overdue amount at the statutory rate and otherwise in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), or at Jenahura's election or where such Act is not applicable, charge interest on the overdue amount, at a rate of 3% above the Bank of England's published Bank Rate from time to time which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by Jenahura and shall be compounded monthly;
- 4.5.4. allocate the position reserved to You on the Jenahura Tour Academy to another applicant; and/or
- 4.5.5. retain any sums paid as deposit for Your attendance on the Jenahura Tour Academy;
- 4.6. You may not for any reason withhold, make deduction from, set off against or make abatement of any payment due to Jenahura.

## 5. YOUR COMMITMENT TO US

- 5.1. In enrolling on the Jenahura Tour Academy, You warrant, undertake and represent that:
  - 5.1.1. You shall attend the relevant Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshops in good faith, in accordance with all instructions of Jenahura from time to time and shall conduct Yourself at all times in accordance with such professional and moral standards as are commensurate with a sportsperson of high calibre and exemplary standing;
  - 5.1.2. You shall attend the relevant Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshops in compliance with all regulations governing the sport of golf and any regulations relating to the venue where the relevant event is held (including, without limit, observing all applicable health and safety requirements);
  - 5.1.3. You shall not make any derogatory or disparaging statement about Jenahura or the Jenahura Tour Academy or in any way commit an act or neglect to commit an act which is likely to have a detrimental effect on Jenahura or the Jenahura Tour Academy's reputation in the market generally, including (but not limited to) ensuring that Your behaviour at the relevant Jenahura Tour Academy Seminar and Jenahura Tour Academy Workshops is of an appropriately high standard, in accordance with Jenahura's reasonable instructions from time to time and of a nature which will reflect positively on Jenahura;
  - 5.1.4. You shall positively endorse Jenahura and the Jenahura Tour Academy where appropriate through any applicable medium, including (but not limited to) media interviews, articles, social media and blog posts. Any such statements shall be pre-approved by Jenahura in Writing in advance;
  - 5.1.5. You are entitled to enter into this agreement and do not have a current sponsorship, management or other similar agreement with any third party which would conflict with this agreement or would prevent You from accepting a Management Deal with Jenahura (where offered by Jenahura);
  - 5.1.6. the information You provide to Us in Your Application Form is accurate in all respects; and
  - 5.1.7. You shall obtain all necessary consents, licences and permits (including work permits where relevant) relating to Your attendance at a Jenahura Tour Academy Seminar.
- 5.2. You shall, on our request, provide Us with: (i) Your current contact details; (ii) copies of any and all documentation demonstrating Your golfing and tournament history, including any documentation confirming Your participation in (whether past, present or future) any sporting forum in which You have or intend to carry out Your activities as a professional golfer (including, without limit, any amateur or professional tour); and (iii) Your full medical history including information regarding any injury or illness which may result in You being unable to play golf.

## 6. EXCLUSIONS OF AND LIMITS ON LIABILITY

6.1. Any liability Jenahura may have for claims concerning damage to Your physical property arising out of or in connection with the Contract, however arising, shall be limited to £[INSERT] per claim or series of claims arising out of the same events or circumstances [and to £[INSERT] in total in respect of all claims].

6.2. Without prejudice to the other limitations on Jenahura's liability in the Contract but subject to clauses 6.1 (physical damage) and 6.6, the liability of Jenahura for any claims arising out of or in connection with the Contract, however arising shall be limited in respect of all claims in aggregate to a sum equal to the Enrolment Fee payable by You (exclusive of VAT).

6.3. Notwithstanding any other provision of the Contract, but subject to clause 6.6, Jenahura shall have no liability however arising out of or in connection with the Contract for any:

6.3.1. direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) business;
- (d) contract;
- (e) opportunities;
- (f) anticipated savings;
- (g) data;
- (h) goodwill;
- (i) reputation;
- (j) use;

6.3.2. indirect or consequential loss or damage; or

6.3.3. claim arising out of a claim against You by a third party.

6.4. You agree that each of the sub-clauses in clause 6.3 and each of the sub-paragraphs 6.3.1(a) to 6.3.1(j) in sub-clause 6.3.1 constitute separate terms and the introductory wording of clause 6.3 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 6.3 or otherwise.

6.5. The term "however arising" when used or referred to in clause 6 covers all causes and actions giving rise to the liability of Jenahura arising out of or in

connection with the Contract, including: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; or (iii) whether caused by any total or partial failure or delay in supply of the relevant Jenahura Tour Academy Seminar.

6.6. The exclusions and limitations of liability contained in these terms and in the Contract shall apply regardless of whether the loss or damage was foreseeable or whether You notify Jenahura of the possibility of any greater loss or damage but no such exclusion or limitation shall apply to the extent prohibited or limited by law and in particular nothing in the Contract shall affect liability:

6.6.1. for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;

6.6.2. for fraudulent misrepresentation or other fraud;

6.6.3. for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

6.6.4. to the extent prohibited by the Consumer Protection Act 1987.

6.7. All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Jenahura, in respect of compliance with descriptions, the quality or the fitness for purpose of the Jenahura Tour Academy (or any of its constituent parts) which are not expressly set out in the Contract are excluded except to the extent such exclusion is prohibited or limited by law. In particular (but without limit), Jenahura does not guarantee any specific outcome from Your enrolment on the Jenahura Tour Academy including (without limit):

6.7.1. whether You are selected by Jenahura as a candidate with whom Jenahura would be willing to enter into a sponsorship or management arrangement;

- 6.7.2. any resulting tournament invites or playing opportunities; and/or
- 6.7.3. any enhancement or improvement to your level of performance as a golfer.

## 7. TERMINATION

- 7.1. In the unlikely event that it needs to do so, Jenahura shall be entitled to cancel any Jenahura Tour Academy Seminar or Jenahura Tour Academy Workshop prior to taking place. If Jenahura cancels a Jenahura Tour Academy Seminar or Jenahura Tour Academy Workshop on which You are enrolled, Jenahura will use its reasonable endeavours to offer you a reasonable alternative to an equivalent value.
- 7.2. Notwithstanding anything else herein, either You or Jenahura shall be entitled to terminate the Contract immediately, or on such other notice period as You or Jenahura shall see fit in the event that:
  - 7.2.1.the other party commits a material breach of the Contract which is not capable of remedy (and for the avoidance of doubt a breach by You of clause 5 shall automatically be considered such a material breach); or
  - 7.2.2.the other party commits a material breach of the Contract which is capable of remedy and which has not been so remedied within 10 days of a notice by the non-breaching party notifying the breaching party of the breach and requiring it to be remedied; or
  - 7.2.3.the other party (i) (in the case of Jenahura) ceases or threatens to cease to carry on business, becomes insolvent, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction; or (ii) (in Your case) becomes bankrupt or undergoes any similar or equivalent process in any jurisdiction; or

7.2.4.the other party commits an act or fails to do anything which causes the other party (in its reasonable opinion) to suffer any damage to its reputation, name or good standing generally.

- 7.3. Any termination however caused shall not affect:
  - 7.3.1.any right or liabilities which have accrued prior to the time of termination;
  - 7.3.2.the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination including without limitation clauses 6, 8, 9, 11, 12,13 and 14.
- 7.4. Upon termination however caused You shall immediately return any information or materials in Your possession or under Your control which belong to or were supplied by Jenahura.

## 8. INTELLECTUAL PROPERTY

- 8.1. All Intellectual Property Rights arising in connection with Jenahura's business, the Jenahura Tour Academy (and all of its constituent parts) and any other materials supplied with or in connection with the same or generated during the operation of the Jenahura Tour Academy shall as between the parties remain at all times vested in Jenahura. No Intellectual Property Rights of Jenahura are transferred to You and no licences to use any Intellectual Property Rights of Jenahura are granted to You except as may be necessary for Your attendance at a Jenahura Tour Academy Seminar.
- 8.2. You acknowledge that:
  - 8.2.1.Jenahura (or its designated sub-contractors) may photograph or video each Jenahura Tour Academy Seminar, Jenahura Tour Academy Workshop or other related event for promotional or marketing purposes, and that images of Your face and/or body, and/or the sound of Your voice may be captured on photograph and/or videotape (**Image**); and
  - 8.2.2.no payment or consideration of any kind will be provided to You in exchange for appearing in any Image.

- 8.3. You hereby grant Jenahura all rights to any images and sounds captured in any Image which will remain the exclusive property of Jenahura, and agree that Jenahura irrevocably retains the right to utilise those images and sounds in any manner it deems appropriate, including publication in, or distribution to, social media sites, internet sites, newsletters, newspapers, magazines, trade shows or journals, professional conferences or exhibits, radio stations, television stations or any other form of media throughout the world.
- 8.4. You consent to Jenahura storing copies of any Image and to Jenahura transferring and storing any Image to a destination outside the European Economic Area for the purposes set out above.
- 8.5. You waive any and all claims You may have now, or in the future, against Jenahura and its employees and/or agents for capturing Your Image, and release them from any and all liability for any videotapes, still images from videotapes, photographs and/or audio recordings that are produced from the relevant Jenahura Tour Academy Seminar or related event.

## 9. CONFIDENTIALITY

- 9.1. Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any Confidential Information of the other party, except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such.
- 9.2. You shall not publicise or disclose the existence or content of the Contract, nor Your relationship with Jenahura, without the prior written agreement of Jenahura.

## 10. FORCE MAJEURE

Jenahura shall not be liable in any way for loss, damage or expense arising directly or indirectly from any hindrance, failure or delay in performing any obligation under the Contract caused by Your actions or omissions, or those of Your agents, contractors or other third parties with involvement in Your career as a professional or aspiring professional golfer, or by any circumstance beyond Jenahura's reasonable control, which shall include war (or other action of military forces), terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment, acts of God, fire, flood, severe weather conditions, extreme traffic congestion, strike, lock-out or other industrial disputes (whether or not involving employees of Jenahura), legislative or administrative interference or national crisis (each an **Event of Force Majeure**). If an Event of Force Majeure continues for more than a period of 30 days Jenahura shall be entitled at its discretion to perform, suspend performance of, and/or terminate the Contract.

## 11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

11.1. All members of Jenahura's Group and all employees, agents and subcontractors of Jenahura (each being a **TP**) shall each be entitled, in its own right pursuant to the Contracts (Rights of Third Parties) Act 1999 (**TP Act**), to enforce every defence and limitation expressed to be in favour of Jenahura under these terms and the Contract to the extent determined by Jenahura in its absolute discretion from time to time, as if such defences and limitations were expressed to be for the benefit of the relevant TP. The Buyer and Jenahura shall not be required to notify or obtain the consent of any TP in order to rescind or vary the Contract or any provision of it. The aggregate liability of all TPs and Jenahura collectively shall be no greater than the liability of Jenahura alone, as set out in the Contract. No TP may assign or otherwise transfer any of their rights referred to in this clause 11.

11.2. Save as referred to in this clause, no provision of a Contract shall be enforceable pursuant to the TP Act by any person who is not a party to it.

## 12. ENTIRE AGREEMENT

12.1. These terms, together with those set out in the Contract, and the other documents entered into pursuant to the Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in these terms and the Contract.

12.2. Each party acknowledges and agrees that:

12.2.1. in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Contract or not) which is not expressly set out in these terms and/or the Contract; and

12.2.2. the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Contract shall be for breach of contract under the terms of the Contract.

12.3. Nothing in this clause 12 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

## 13. GENERAL

13.1. Jenahura may perform any of its obligations or exercise any of its rights under the Contract itself or through any other member of Jenahura's Group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Jenahura.

13.2. Jenahura may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder, and may sub-contract any or all of its obligations under the Contract.

13.3. You shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of Your rights or obligations under the Contract, or purport to do so, or sub-contract any

or all of Your obligations under the Contract without the prior written consent of Jenahura in its absolute discretion.

13.4. Any notice to be given shall be in Writing, in English, and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in the Contract or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

13.5. Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Contract shall not constitute a waiver of such right or remedy or of any other rights or remedies.

13.6. If any provision of these terms or the Contract is held by an any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms or the Contract and the remainder of the provision in question shall not be affected thereby. If the whole or any part of any clause(s) are invalid or unenforceable the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. Any such invalidity or enforceability shall not affect the validity or enforceability of any other provision.

13.7. Nothing in the Contract shall constitute a partnership, joint venture, representative or agency relationship between the parties hereto or be construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige, the other



in any way without obtaining the other's prior written consent.

#### **14. GOVERNING LAW AND JURISDICTION**

These terms and the Contract are governed by and shall be construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.