

## CONDITIONS OF BUSINESS

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These Conditions of Business (**Conditions**) set out the basis of and govern supply of the Services by Bright to the Client (each as defined below).

### 1 INTERPRETATION

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1.1 In these Conditions:

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| <b>"Appointment Letter"</b>   | means the letter from Bright to the Client to which these Conditions are appended  |
| <b>"Bright"</b>   | means Bright Event Management Limited (a company registered in England & Wales under company number 4806505) whose registered office address is 3.10 Paintworks, Bath Road, Bristol, BS4 3EH   |
| <b>"Bright Material"</b>  | means any Documents or other materials, any techniques, ideas or know-how and any data or other information provided by Bright relating to the Service   |
| <b>"Client"</b>   | means the person(s), firm or company named on the Appointment Letter for whom Bright has agreed to provide the Service in accordance with these Conditions   |
| <b>"Client Material"</b>  | means any Documents or other materials and any data or other information provided by the Client relating to the Service  |
| <b>"Contract"</b>   | means the contract for the provision of the Service in accordance with the Letter of Appointment and these Conditions  |
| <b>"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures"</b> | are as defined in the Data Protection Legislation  |
| <b>"Data Protection Legislation"</b>  | means:- <ul style="list-style-type: none"><li>a. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.</li><li>b. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.</li></ul> |

<b>"Delegate"</b>	means the Client or any employee or agent of, or person(s) otherwise so designated by, the Client to receive the Service at the request of the Client
<b>"Document"</b>	includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc or other device embodying any other data
<b>"Excluded Losses"</b>	means the following types of loss, damage, corruption, destruction, alteration and disclosure in each case whether direct, indirect or consequential: loss of profits; loss of business; loss of contracts or agreements; loss of revenue; loss of anticipated savings; loss of opportunity; loss of, or damage to, goodwill or reputation; loss, corruption, destruction, alteration or disclosure of, or damage to, data or information, to the extent that such loss, corruption, destruction, alteration, disclosure or damage is not attributable to the negligence of Bright; pure economic loss; loss or damage attributable to any acts or omissions of any third party; or any other indirect or consequential losses, damages, corruption, disclosure, destruction or alteration, or any indirect or consequential costs, charges or expenses, penalties or interest.
<b>"EU GDPR"</b>	means the General Data Protection Regulation ((EU) 2016/679).
<b>"EU Law"</b>	means the law of the European Union or any member state of the European Union.
<b>"Fees"</b>	means the fees agreed between the Client and Bright for the provision of the Service or in the absence of such agreement Bright's standard charges relating to the Service from time to time
<b>"Force Majeure Event"</b>	means an event, circumstance or cause beyond a party's reasonable control (including, without limitation, epidemic, Coronavirus (COVID-19), pandemics, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions of imports or exports).
<b>"Initial Payment"</b>	means the initial sum from the Client, which Bright requires prior to commencement of the Services as set out in the Appointment Letter

<b>"Interim Payment"</b>	means any sum from the Client, which Bright requires to be paid during the provision of and prior to completion of the Services as set out in the Appointment Letter
<b>"Personal Data"</b>	means any personal data which Bright processes in connection with this Contract.
<b>"Service"</b>	means the service to be provided by Bright for the Client and referred to in the Appointment Letter
<b>"UK GDPR"</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## **2. TERMS OF CONTRACT AND CONTRACT DOCUMENTS**

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- 2.1 Bright shall provide the Service to the Client subject to these Conditions. Any changes or additions to the Service or these Conditions must be agreed in writing by Bright and the Client. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Client shall at its own expense supply Bright with all necessary Documents or other materials, and all necessary data or other information relating to the Service, within sufficient time to enable Bright to provide the Service in accordance with the Contract. The Client shall ensure the accuracy of all Client Material.
- 2.3 The Client shall at its own expense retain duplicate copies of all Client Material and insure against its accidental loss or damage. Bright shall have no liability for any such loss or damage, however caused. All Bright Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.4 The Service shall be provided in accordance with the Appointment Letter and otherwise in accordance with Bright's current rate card or other published literature relating to the Service from time to time, subject to these Conditions.
- 2.5 Bright may correct any typographical or other errors or omissions in any rate card, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Client.
- 2.6 Any quotation given by Bright is an invitation to the Client to appoint Bright within 28 days of the quotation date to provide the Service in accordance with these Conditions and any other special terms referred to in the quotation or accepted and agreed by Bright.

- 2.7 If the Client submits an instruction containing terms inconsistent with or purporting to override these Conditions, Bright's acknowledgement or acceptance of such instruction shall constitute a counter-offer on these Conditions. Bright gives no warranty that it will be able to meet any request or instruction from the Client which differs from the Services as set out in the Appointment Letter.
- 2.8 The Client authorises Bright and Bright agrees to act as a disclosed agent on its behalf when entering into relevant contracts with third parties (including but not limited to contracts for travel, accommodation and other travel services) and the Client accepts and acknowledges that:
- 2.8.1 such contracts will be between the Client and the relevant third party and when entering into such contracts Bright will use the following terms (or terms which are substantially the same):-
- <client name> c/o Bright Event Management Ltd
- Signature block will read;
- Bright Event Management Ltd on behalf of <client name>
- Invoices will be issued;
- <client name> c/o Bright Event Management Ltd
- 2.8.2 such contracts shall be governed by the terms and conditions of business of those third parties (copies of which Bright shall pass where possible to the Client on request but shall not be held liable in any way where this is impracticable), it shall be the responsibility of the Client to ensure that the terms and conditions of such contracts are acceptable and the Client agrees to be bound by those terms and conditions;
- 2.8.3 Bright shall not be party to such contracts and shall not be liable to the Client in any way for any act or omission of a third party (or their servants, agents or employees) whether as a result of misrepresentation, negligence, contractual or tortious loss or otherwise howsoever arising. However, where any refund from a third party is actually received by Bright it will ensure that such sums are returned to the Client.

### **3 FEES**

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- 3.1 Subject to any special terms agreed, the Client shall pay the Fees and any additional sums which are agreed between Bright and the Client for the provision of the Service or which, in Bright's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.

- 3.2 Unless and until the Initial Payment or any Interim Payment or further payment due under these conditions has been received in full from the Client, Bright shall not be obliged to commence or continue the provision of the services nor to make any payment to any third party. Bright shall not be liable to the Client for any loss, damages, costs or other issues arising from a delay arising from the Client's failure to make such payment.
- 3.3 The Fees may include an estimate of travel, accommodation and subsistence expenses but shall be exclusive of any out of pocket expenses and disbursements. Where travel, accommodation and subsistence expenses actually incurred exceed any such estimate, such excess and any other subsistence expenses incurred by Bright or its employees or other representatives in providing the Service shall be invoiced separately by Bright. Bright agrees that the payment of such expenses is subject to such limits and other conditions as may be agreed between Bright and the Client from time to time.
- 3.4 All Fees quoted to the Client for the provision of the Service are exclusive of any Value Added Tax or any other applicable Sales Tax for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.5 The Fees, to the extent they are not covered by the Initial Payment or any Interim Payments, and any additional sums that Bright shall be entitled to invoice the Client in accordance with these Conditions shall be invoiced following the completion of the provision of the Service, or at other times agreed with the Client, and such additional sums shall be payable immediately (together with any applicable Value Added Tax or other applicable Sales Tax and without any set-off or other deduction). The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 3.6 The Fees shall be paid by electronic transfer to Bright's bank account with Lloyds Bank plc, account number **04438464**, sort code **30-90-54** account title **Bright Event Management Ltd** or such other account as Bright shall notify the Client from time to time.
- 3.7 If any payment is not made on a due date, Bright shall be entitled, without limiting any other rights it may have:
- 3.7.1 to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3 % above the base rate from time to time of Lloyds Bank plc from the due date until the outstanding amount is paid in full; and/or
- 3.7.2 to cease all further work on behalf of the Client whether under this or any other contract without liability in respect of any or loss or damage sustained by the Client as a result PROVIDED THAT in any such event the Client shall not in any respect be released from its obligations to Bright.
- 3.8 Where the Client requests and Bright agrees to provide additional services which are not part of the Service then those services will be chargeable as agreed or failing agreement at Bright's standard rates from time to time.

- 3.9 Bright reserves the right, by giving written notice to the Client at any time whether before or during the date of the event set out in the Appointment Letter, to increase the Fees to reflect any increase in the cost to Bright which is due to any factor beyond the control of Bright (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in dates, quantities or specifications for the Services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give Bright adequate information or instructions.
- 3.10 Any costs in relation to the Services, which are incurred in a foreign currency will be converted into Sterling at the prevalent rate on the date at which payment of such costs is actually made. The Client shall also be responsible for any bank charges incurred in such foreign currency payments.
- 3.11 For the avoidance of doubt if the Client has a booking for any element of an event but chooses not to avail itself of such element, the Client will not be entitled to any refund.
- 3.12 All amounts due under the Contract 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 RIGHTS IN CLIENT MATERIAL AND BRIGHT MATERIAL**

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- 4.1 The property and all copyright and other intellectual property rights in:
- 4.1.1 any Client Material shall belong to the Client
  - 4.1.2 any Bright Material shall, unless otherwise agreed in writing between the Client and Bright, belong to Bright, subject only to the right of the Client to use the Bright Material for the purposes of utilising the Service.
  - 4.1.3 any Document or other materials belonging to a third party and used by Bright, under licence or as otherwise agreed by that third party, in the provision of the Service ("Third Party Material") shall belong to the relevant third party

and the Client hereby agrees and undertakes that it will not use (other than as necessary for the provision of the Services) or copy or distribute (whether electronically or in hardcopy format) any Bright Material or Third Party Material and shall so far as possible ensure that all Delegates refrain from so using, copying or distributing the same. The Client shall indemnify Bright against any loss, damages, costs, expenses or other claims arising from any such infringement or alleged infringement.

- 4.2 Any Client Material or other information provided by the Client which is so designated by the Client shall be kept confidential by Bright, and all Bright Material (including its quotations and all proposal documents prepared by it when negotiating with the Client, even where a particular proposal was not successful and the Client proceeds with another proposal for an event) or Third Party Materials or other information provided by Bright which is so designated by Bright shall be kept confidential by the Client (who shall so far as possible ensure that all Delegates shall keep the same confidential); but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.3 The Client warrants that it has all appropriate consents and permissions to use the Client Material and that any Client Material and its use by Bright for the purpose of providing the Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify Bright against any loss, damages, costs, expenses or other claims arising from any such infringement or alleged infringement.
- 4.4 Bright reserves the right to use any photographs, film or other materials taken by it at the event specified in the Appointment Letter for its own marketing and promotional activities. Save where such usage amounts to an inappropriate use of images of minors or other vulnerable groups, the Client shall indemnify Bright from any claim arising from such use.. The Client shall be responsible for obtaining all required consents from Delegates and its own personnel, representatives, agents and participants to be photographed, videod or otherwise recorded.
- 4.5 Both parties will comply with all applicable requirements of the Data Protection Legislation. Clauses 4.5 to 4.8 (inclusive) are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.6 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Bright is the Processor. Without prejudice to the generality of clause 4.5, the Client will ensure it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Bright and/or lawful collection of the Personal Data by Bright on its behalf for the duration and purposes of the Contract.

## **5. SUPPLY OF THE SERVICES**

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- 5.1 Bright may at any time without notifying the Client make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service. Bright shall notify the Client as soon as reasonably practicable of any such changes.
- 5.2 Where then Client chooses to deliver any element of an event or activity related to an event through its own personnel or a third party, the Client shall be responsible for ensuring that any such person is appropriately trained and qualified and shall indemnify Bright in respect of any loss suffered by Bright as a result of a breach of this Condition.

- 5.3 Without prejudice to any rights under these Conditions, where Bright and the Client agree that a risk assessment should be carried out in respect of an event or any part of an event it is agreed that such risk assessment shall be reviewed jointly and either party shall be entitled to remove any activities if these are considered by such party to be too high risk.
- 5.4 Bright may remove or halt an element of an event if it reasonably considers that the conduct of any Delegate may endanger the safety of any Delegate or third party or any member of Bright's staff.
- 5.5 It is the Client's responsibility to ensure that all Delegates receive a copy of any information and communications provided by Bright and relating to the relevant event or the provision of the Service within any required time-limits and the Client shall indemnify Bright for any loss suffered by Bright as a result of any failure to do so.
- 5.6 For all Delegates the Client will promptly provide to Bright such detail as Bright shall reasonably request in order to deliver the Service and/or comply with Bright's legal obligations. In particular but without limit, the Client must inform Bright if any Delegate is disabled or incapacitated or of limited mobility or has any special dietary or medical needs or requires special assistance for any reason or if wheelchair or other mobility assistance is required.
- 5.7 The Client must notify Bright soon as possible (and, in any event at least 48 hours before the deadline for cancellation of any relevant element of the Service) of any changes or proposed changes in the numbers of Delegates.
- 5.8 The Client shall indemnify Bright against any liability Bright may incur to any third party as a result of a change to:
- (a) the number of Delegates; or
  - (b) an element of the Service at the Client's request.
- before the relevant element of the programme is arranged.
- 5.9 The Client must ensure that its duly authorised representative is available throughout the duration of the relevant event and readily accessible to Bright and authorised to receive and provide instructions and information.

## **6 WARRANTIES AND LIABILITIES**

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- 6.1 Bright warrants to the Client that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Appointment Letter. Where Bright supplies in connection with the provision of the Service any goods (including Bright Materials or Third Party Material) supplied by a third party, Bright does not give any warranty, guarantee or other term as to their accuracy, quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Bright.
- 6.2 Bright shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client (including its responsibility to check that the Service includes the required



content to meet its own requirements for the Service and to obtain all necessary visas and/or permissions to permit the event to take place or any Delegate to attend).

- 6.3 The Client accepts and acknowledges that where an event is to take place outside the UK and/or a third party providing services for that event is based or otherwise operates outside the UK, the insurances, licences, health and safety policies, and food and hygiene policies, procedures and certificates that they have and are required to have shall be those specified under local law and not necessarily those which would be required by UK or EU law (and the Client's attention is therefore drawn to the provisions of clause 6.4 below).
- 6.4 Bright shall not be liable to the Client for any loss, claim or damage whatsoever should the event set out in the Appointment Letter have to be cancelled or curtailed due to the Police or other relevant authority refusing to issue any licence or permit (including liquor licences) which shall be required for the event to take place.
- 6.5 Except in respect of death or personal injury caused by Bright's negligence, or as expressly provided in these Conditions, Bright shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any Excluded Losses which arise out of or in connection with the provision of the Service or their use by the Client.
- 6.6.1 The following provisions set out Bright's entire liability (including any liability for the acts and omissions of its employees or agents) to the Client in respect of:
- 6.6.1.1 any breach of its contractual obligations arising under this Agreement; and
- 6.6.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement.

AND THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 6.6

- 6.6.2 Any act or omission on the part of Bright falling within Clause 6.6.1 shall for the purpose of this Clause 6.6 be known as an 'Event of Default'
- 6.6.3 Bright's liability to the Client for death or injury resulting from its own or that of its employee's negligence shall not be limited.
- 6.6.4 Subject to the limit set out in Clause 6.6.5.1, Bright shall accept liability to the Client in respect of damage to the tangible property of the Client resulting from the negligence of Bright or its employees.
- 6.6.5 Subject to the provisions of Clause 6.6.3 and 6.10 Bright's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:
- 6.6.5.1 **£5,000** in the case of an Event of Default falling within Clause 6.6.4; and
- 6.6.5.2 in the case of any other Event of Default aggregate of the Fees paid by the Client hereunder for the provision of the Service to which the Event of Default arises.

- 6.6.6 Subject to Clause 6.6.3 Bright shall not be liable to the Client for any Excluded Losses in respect of any Event of Default even if such loss was reasonably foreseeable or Bright had been advised of the possibility of the Client incurring the same.
- 6.6.7 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 6.6.8 The Client hereby agrees to afford Bright not less than 28 days in which to remedy any Event of Default hereunder.
- 6.6.9 Except in the case of Event of Default arising under Clause 6.6.3, Bright shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of the same upon Bright within 3 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 6.6.10 Nothing in this Clause 6.6 shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.
- 6.7 Bright shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Bright's obligations in relation to the Service, if the delay or failure was due to any cause beyond Bright's reasonable control, including but not limited to a Force Majeure Event,.
- 6.8 Bright makes no representations as to the benefit to the Client arising out of the provision of the Service and there is neither expressed nor shall there be implied into the Contract between Bright and the Client any conditions or warranties as to the same.
- 6.9 All information provided as part of the Service is given in good faith and Bright will not be held responsible for actions taken by the Client or Delegates, or any other individual or organisation as a result of the information provided during or after provision of the Service.
- 6.10 Bright shall not be liable for any loss or damage to any items belonging to the Client or to any delegate unless accepted by us for safe keeping. The Client accepts and acknowledges that Bright's insurance cover for items is limited to £5,000. Bright can on request arrange for further product liability insurance cover, but will not do so unless such insurance is covered by their quotation or subsequently agreed with the Client.
- 6.11 [If the Client is a consumer their statutory rights are not affected by these terms and conditions]

## **7 TERMINATION AND CONSEQUENCES OF TERMINATION**

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- 7.1 Subject to the other provisions of these Conditions, the Contract between the Client and Bright shall terminate automatically on the completion of the provision of the Service.

- 7.2 Either party shall be entitled to terminate the Contract at any time by giving not less than seven days' written notice to the other, provided that if the Client terminates in breach of this Clause the Client shall pay for all the Services supplied or contracted to be supplied up to and including the date of termination and the Client shall further indemnify Bright in full against all loss (including loss of profit) costs, damages, charges and expenses incurred by Bright as a result of termination.
- 7.3 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if:-
- 7.3.1 the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so; or
- 7.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), 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, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 7.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 7.3.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy..
- 7.4 Without affecting any other right or remedy available to it, Bright may terminate the Contract with immediate effect by giving written notice to Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 7.5 Without affecting any other right or remedy available to it, Bright may suspend the supply of the Service under the Contract or any other contract between the Client and Bright if:
- (a) the Client fails to pay any amount due under the Contract on the due date for payment;
  - (b) the Client becomes subject to any of the events listed in Clause 7.3.3 or Clause 7.3.4, or Bright reasonably believes that the Client is about to become subject to any of them; and
  - (c) Bright reasonably believes that the Customer is about to become subject to any of the events listed in Clause 7.3.2.

## **8 MISCELLANEOUS MATTERS**

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- 8.1 Where the Service is to be delivered at the Client's premises or other venue organised by the Client it shall be the responsibility of the Client to ensure that the relevant venue:

- a) is safe and (unless Bright has expressly agreed to assume responsibility for the Delegates) to provide suitable and safe facilities (including, without limit, heating, lighting, sufficient power points and washroom facilities);
- b) has in force adequate employers' liability insurance and public liability insurance;
- c) has the relevant licenses, certificates, consents and permissions; and
- d) has complied with applicable legislation and regulations

to enable the Delegates and Bright employees or agents to deliver the Service.

- 8.2 Bright employees, agents and sub-contractors are under contract with Bright to provide the Service. Clients should not therefore seek to make private arrangements with Bright employees or agents for the further provision of services as any such arrangement will be in contravention of their contractual obligations to Bright.
- 8.3 The Client shall indemnify Bright against all and any claims, costs and expenses howsoever arising which Bright may incur and which arise from any act, omission or default of the Client or the breach of any of the obligations placed upon the Client under these Conditions or which arise from any act, omission or default of any Delegate whilst attending the event set out in the Appointment Letter, including any damage to or loss of property.

## **9 INSURANCE**

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- 9.1 Bright does not provide event insurance cover. It is the Client's responsibility to take out and maintain adequate and suitable event insurance cover (including without limit public liability insurance, travel insurance, event cancellation and transmission insurance for virtual events), and Bright shall have no liability to the Client for any loss, claim or damage whatsoever should the Client choose not to do so and the Client will be liable in respect of any loss, expense or liability which could have been covered by insurance had this been taken out

## **10 GENERAL CONTRACTUAL PROVISIONS**

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- 10.1 These Conditions (together with the Appointment Letter) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 10.2 Bright shall be entitled to subcontract the whole or any part of its obligations hereunder without the prior written consent of the Client.
- 10.3 The Client shall not assign or seek to assign or seek to assign its rights and obligations hereunder unless it has obtained the prior written consent of Bright to such assignment.

- 10.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 10.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 10.8 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.