

Audio Visual Material Limited
(CRN 12276859)

Terms and Conditions for the Sale and Hire of Equipment

***The Customer's attention is drawn in particular to the provisions of clause 15
(Limitation of Liability)***

1 Interpretation

1.1 In these Conditions, the following definitions apply:

AVM means Audio Visual Material Limited registered in England and Wales with company number 12276859.

Business Day means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Conditions means these terms and conditions as amended or varied from time to time in accordance with clause 18.7.

Contract means the contract between AVM and the Customer for the sale or hire of Equipment (as the case may be) in accordance with these Conditions.

Customer means the person or firm who buys or hires the Equipment (as the case may be) from AVM.

Delivery means either delivery of the Equipment to the Customer or collection of the Equipment by the Customer, as the case may be.

Documentation means all manuals and instructions relating to the Equipment including manufacturer's operating instructions.

End User means any person to whom the Equipment has been sold by the Customer.

Equipment means the equipment (or any item comprised in or part of such equipment) set out in the Quotation.

Force Majeure Event means any act beyond the reasonable control of the relevant party including any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, default of a supplier, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm.

Hire Period means (if the Customer is to hire Equipment) the period stated in the Quotation for which the Equipment is to be hired to the Customer, or if no such period is stated, the period from the date that the Equipment is collected by or delivered to the Customer until it is returned to or collected by AVM.

Product Warranty means the product warranty specific to the Equipment which AVM offers to the Customer, as attached to the Quotation (if any).

Quotation means AVM's quotation for the sale or hire of Equipment (as the case may be) to the Customer, as may be varied by written agreement between the Customer and AVM.

1.2 In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

2 **Basis of Contract**

2.1 The Quotation and these Conditions, together with any documents referred to in them (including the Product Warranty but only when the Contract is for the purchase of the corresponding piece of equipment), constitute the whole agreement between AVM and the Customer for the sale or hire of the Equipment (as the case may be). The Customer acknowledges that it has not relied upon any statement, promise or representation made or given by or on behalf of AVM which is not set out in these documents, and which together form the Contract.

2.2 Any samples, drawings, descriptive matter or advertising issued by AVM and any illustrations or descriptions of the Equipment contained in AVM's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract or have any contractual force.

2.3 These Conditions apply to the Contract to the exclusion of any other terms which the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 If any of these Conditions are inconsistent with the Quotation, the Quotation shall prevail.

2.5 All of these Conditions shall apply to both the sale and hire of Equipment except where application to one or the other is specified.

2.6 The Customer shall ensure that the terms of the Quotation are complete and accurate at all times and notify AVM of any omissions or inaccuracies, or changes in circumstances which may affect the terms of the Quotation, as soon as practicable.

Sale of Equipment

Clauses 3 to 4 shall only apply to the sale of Equipment

3 Quality of Equipment sold

3.1 Where the Equipment is sold with the benefit of a Product Warranty, the provisions of the Product Warranty shall apply to the exclusion of the remaining provisions of this clause 3.

3.2 Where the Equipment is not sold with the benefit of a Product Warranty, AVM warrants that on delivery, and for the period specified in the manufacturer's warranty or in the absence such period being specified, 12 months from the date of delivery (**Warranty Period**), the Equipment shall:

3.2.1 conform in all material respects with their description;

3.2.2 be fit for any purpose held out by AVM.

3.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
and

3.2.4 be free from material defects in design, material and workmanship,
(the **Warranty**).

3.3 Subject to clause 3.4, if:

3.3.1 the Customer gives notice in writing during the Warranty Period and within a reasonable time of discovery that some or all of the Equipment does not comply with the Warranty;

3.3.2 AVM is given a reasonable opportunity of examining such Equipment; and

3.3.3 the Customer (if asked to do so by AVM) procures that such Equipment is returned to AVM's place of business at AVM's cost,

AVM shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full.

3.4 AVM shall not be liable for the Equipment's failure to comply with the Warranty if:

3.4.1 the Customer or End User makes any further use of such Equipment after giving a notice in accordance with clause 3.3;

- 3.4.2 the defect arises because the Customer or the End User failed to follow AVM's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice;
 - 3.4.3 the Equipment is altered or repaired without the written consent of AVM;
 - 3.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 3.4.5 the Equipment differs from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
 - 3.4.6 the failure arises due to a Force Majeure Event.
- 3.5 Except as provided in this clause 3, AVM shall have no liability to the Customer in respect of the Equipment's failure to comply with the Warranty.
- 3.6 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied by AVM under clause 3.3.

4 Title and Risk

- 4.1 The risk in the Equipment shall pass to the Customer on completion of Delivery.
- 4.2 Title to the Equipment shall not pass to the Customer until AVM has received payment in full (in cash or cleared funds) for the Equipment and any other goods that AVM has supplied to the Customer in respect of which payment has become due.
- 4.3 Until title to the Equipment has passed to the Customer, the Customer shall:
 - 4.3.1 hold the Equipment on a fiduciary basis as AVM's bailee;
 - 4.3.2 store the Equipment separately from all other goods held by the Customer so that they remain readily identifiable as AVM's property;
 - 4.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - 4.3.4 maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on AVM's behalf from the date of delivery;
 - 4.3.5 notify AVM immediately if it becomes subject to any of the events listed in clause 16.1.2 to 16.1.3; and
 - 4.3.6 give AVM such information relating to the Equipment as AVM may require from time to time,but the Customer may resell or use the Equipment in the ordinary course of its business.

4.4 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 16.1.2 to 16.1.3, or AVM reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Equipment has not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy AVM may have, AVM may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.

Hire of Equipment

Clauses 5 to 10 shall only apply to the hire of Equipment

5 Terms of Hire of Equipment

5.1 AVM shall hire the Equipment to the Customer for the Hire Period for use in accordance with the Quotation and these Conditions. AVM reserves the right to substitute any of the Equipment for a similar piece of equipment of comparable quality if necessitated by AVM's lack of available equipment or any applicable statutory or regulatory requirements. AVM shall notify the Customer in any such event.

5.2 AVM shall not interfere with the Customer's quiet possession of the Equipment, other than where it is agreed that AVM will assist with set-up of the Equipment, or save in the exercise of AVM's rights under these Conditions or applicable law.

5.3 The Equipment shall at all times remain the property of AVM, and the Customer shall have no right, title or interest in or to the Equipment (save for the right to possession and use of the Equipment subject to these Conditions).

5.4 During the Hire Period, the Customer shall not part with possession of the Equipment or remove it from the UK without the prior written consent of AVM.

6 Customer's Obligations

6.1 The Customer shall:

6.1.1 inform AVM at the point of placing the order for the Equipment whether the environment in which the Equipment is to be used will be open to any level of oil based smoke hazard;

6.1.2 procure all necessary licences and permissions required for the purpose to which the Equipment is to be used, and indemnify AVM against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses)

suffered or incurred by AVM in connection with any claim for failure to obtain such licences and permissions (including infringement of a third party's intellectual property rights) arising out of or in connection with the use of the Equipment hired by AVM to the Customer. This clause 6.1.2 shall survive termination of the Contract;

6.1.3 take all reasonable steps to protect the health and safety of AVM's employees, and sub-contractors;

6.1.4 look after the Equipment as a reasonable owner of such Equipment would;

6.1.5 use the Equipment only for the purpose notified to AVM and in accordance with AVM's reasonable instructions and any Documentation supplied;

6.1.6 insure the Equipment against all loss, theft, damage or destruction of the Equipment, and all losses (including indirect losses) which AVM may incur as a result thereof;

6.1.7 not alter or repair the Equipment or remove any notices, labels or serial numbers; and

6.1.8 not use the Equipment after a fault is detected, without AVM's consent.

7 Quality of Equipment

7.1 AVM warrants that on delivery and for the duration of the Hire Period, the Equipment shall conform in all material respects with its description and be fit for any purpose notified by the Customer to AVM for which the Equipment is required.

7.2 The Equipment may have been previously used and/or hired out. Accordingly, AVM does not warrant that the Equipment will be free from minor defects, such as minor surface scratches, and the presence of any such minor defects shall not entitle the Customer to any reduction in price or compensation.

7.3 Subject to clause 7.4, if the Customer notifies AVM during the Hire Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in clause 7.1, AVM shall, at its option, repair or replace the defective Equipment as soon as practicable.

7.4 AVM shall not be liable for the Equipment's failure to comply with the warranty in clause 7.1 if:

7.4.1 the Customer makes any further use of such Equipment after notifying AVM in accordance with clause 7.3;

7.4.2 the failure arises because the Customer failed to follow AVM's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment;

7.4.3 the Customer alters or repairs such Equipment without AVM's consent;

7.4.4 the failure arises as a result of the wilful damage or negligence of the Customer; or

7.4.5 the failure arises as a result of a Force Majeure Event.

7.5 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied by AVM under clause 7.3.

8 Return of Equipment

8.1 The Customer shall deliver up the Equipment (together with any Documentation supplied with it) at the end of the Hire Period or on earlier termination of the Contract or at any time upon seven days' notice from AVM, either by returning it to such address as AVM requires or by allowing AVM or its representatives to collect the Equipment – whichever is stated in the Quotation or subsequently agreed by the parties.

8.2 The Customer shall not be liable for any delay in the Equipment being returned to AVM at the end of the Hire Period or upon earlier termination of the Contract which is caused by a Force Majeure Event or AVM's failure to provide the Customer with adequate delivery instructions or any other instructions which are relevant to the return of the Equipment. In any other circumstances, if the Equipment is not returned to AVM by the end of the Hire Period or earlier termination of the Contract, AVM reserves the right to charge the Customer an additional fee up to the aggregate price of hire of the Equipment in respect of the period from the end of the Hire Period or earlier termination of the Contract until the Equipment is returned, any costs for aborted collection and AVM's reasonable administration costs.

9 Damage to or Loss of Equipment

9.1 The Customer shall be liable for any loss, theft, damage or destruction to the Equipment which occurs between completion of Delivery in accordance with clause 11.1 or 11.2 (as appropriate) and return to AVM in accordance with clause 8, unless:

9.1.1 such loss, theft, damage or destruction is caused by an act or omission of an employee, agent, consultant or subcontractor of AVM;

9.1.2 such loss, theft, damage or destruction is caused by a Force Majeure Event, and the Customer has complied with AVM's reasonable instructions and has behaved reasonably as an owner of the Equipment would; or

9.1.3 such damage is caused by smoke and the Customer had notified AVM of the presence of smoke in accordance with clause 6.1.1.

9.2 The Customer's liability pursuant to clause 7.1 shall include the obligation to pay to AVM an amount equal to the cost to AVM of repair or replacement (as AVM may in its reasonable discretion decide) of the Equipment, together with such costs and losses as

AVM may incur as a direct consequence of such loss, theft, damage or destruction, including (for example) in relation to any subsequent scheduled hires of the Equipment.

9.3 The Customer shall give immediate written notice to AVM in the event of any loss, theft, damage or destruction to the Equipment occurring during or arising out of or in connection with the Customer's possession or use of the Equipment.

10 **Variation of Contract (including postponement and cancellation)**

The Customer shall inform AVM by email as soon as reasonably practicable if it wishes to cancel or postpone the hire of the Equipment. AVM may charge the Customer an amount up to the aggregate of any time it has incurred in relation to the hire (charged at AV's standard rates) and any third party disbursements it has incurred before the time it is so notified. AVM shall invoice the Customer for such charges on or at any time after it receives such notification.

The remaining provisions of these Conditions shall apply to both the sale and hire of Equipment

11 **Collection or Delivery of Equipment**

11.1 If the Customer is to collect the Equipment, the Customer shall collect the Equipment from such location as is notified by AVM to the Customer within any timeframe and/or before any deadline specified in the Quotation but in any event (if the Equipment is to be hired) before close of business on the date of commencement of the Hire Period. Delivery of the Equipment shall be completed on completion of loading of the Equipment onto the Customer's transport at such location.

11.2 If AVM is to deliver the Equipment, AVM shall endeavour to deliver the Equipment (whether in instalments or in whole) to the location set out in the Quotation by the date and time specified in the Quotation. Delivery of the Equipment shall be completed on the Equipment's arrival at such location. The Customer shall be responsible for ensuring that there are adequate parking/unloading facilities available at the delivery location.

11.3 AVM shall not be liable for any delay in the Equipment being available for collection or delivered which is caused by a Force Majeure Event, the Customer's failure to provide AVM with adequate delivery instructions or any other instructions which are relevant to the supply of the Equipment or the Customer requiring any changes to the Contract.

12 **Charges and Payment**

12.1 The charges for the sale or hire of the Equipment shall be as set out in the Quotation, although such charges may be altered to the extent provided in the Contract. Unless otherwise stated in the Quotation, if the Equipment is to be delivered to the Customer, a charge for such delivery shall be made by AVM to the Customer based on the costs incurred by AVM.

12.2 Except where expressly provided otherwise in the Quotation or Conditions, AVM shall invoice the Customer on or at any time after the end of the Hire Period (in the case of hire of the Equipment) or delivery/collection of the Equipment (in the case of sale of the Equipment).

12.3 The Customer shall pay each invoice submitted by AVM within 30 days of the date of the invoice. Time for payment shall be of the essence of the Contract. Where there is a bona fide dispute between the Customer and AVM as to whether an element of the amount invoiced is properly due, the Customer shall not delay or withhold payment of any other elements of the invoice which are undisputed.

12.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by AVM to the Customer, the Customer shall, on receipt of a valid VAT invoice from AVM, pay to AVM such additional amounts in respect of VAT as are chargeable on the supply of the Services or hire of the Equipment at the same time as payment is due for the supply of the Services or hire of the Equipment.

12.5 Without limiting any other right or remedy of AVM, if the Customer fails to make any payment due to AVM under the Contract by the due date for payment, AVM may charge the Customer interest and such other sums as may be payable in respect of the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

12.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against AVM in order to justify withholding payment of any such amount in whole or in part. AVM may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by AVM to the Customer.

13 **Security for Payment**

13.1 AVM shall be entitled to require a payment on account of its eventual charges upon formation of the Contract or any time thereafter. Such payment shall be applied against AVM's invoices in respect of the Contract, and to the extent that the payment on account exceeds AVM's total eventual charges, shall be returned to the Customer as soon as reasonably practicable after AVM's final invoice in respect of the Contract is issued.

13.2 AVM shall be entitled to require a guarantee or other form of security it reasonably considers appropriate in respect of the Customer's obligations upon formation of the Contract or any time thereafter.

13.3 Failure by the Customer to provide the assurances requested by AVM pursuant to clause 13.1 or 13.2 shall entitle AVM to terminate the Contract immediately upon notice to the Customer.

14 **Confidentiality**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning

the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 14 shall survive termination of the Contract.

15 Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

15.1 Nothing in these Conditions shall limit or exclude AVM's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

15.2 Subject to clause 15.1:

15.2.1 AVM shall not in any way be liable to the Customer for any delay or failure to perform its obligations under this Contract arising as a result of a Force Majeure Event or by any act or omission of the Customer, including a failure to supply any relevant information to AVM;

15.2.2 AVM shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

15.2.3 AVM shall not be liable to the Customer for the costs of replacing any lost or damaged recordings of the Customer, other than the costs to replace the blank materials only; and

15.2.4 AVM's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to AVM's total charges under the Contract.

15.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

15.4 This clause 15 shall survive termination of the Contract.

16 Termination

16.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

16.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of such breach;

16.1.2 the other party convenes a meeting of creditors, or enters into liquidation except a members' voluntary liquidation for the purpose only of reconstruction or amalgamation, or enters a scheme of arrangement, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the Court for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any Court for the winding up of the other party or for the granting of an administration order in respect of the other party, or any proposal is prepared or meeting convened to approve a solvent arrangement or proceedings are commenced relating to the insolvency or possible insolvency of the other party;

16.1.3 the other party suffers or allows any execution to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or

16.1.4 it reasonably believes that any of the events listed in clauses 16.1.1 to 16.1.3 is about to happen to the other party.

16.2 Without limiting its other rights or remedies, AVM shall have the right to suspend its obligations under the Contract or any other contract between the Customer and AVM if:

16.2.1 the Customer fails to pay any amount due under this Contract on the due date for payment; or

16.2.2 the Customer becomes subject to any of the events listed in clauses 16.1.1 to 16.1.3, or AVM reasonably believes that the Customer is about to become subject to any of them.

17 Consequences of Termination

17.1 On termination of the Contract for any reason:

17.1.1 the Customer shall immediately pay to AVM all of AVM's outstanding unpaid invoices and any interest accrued thereon and, in respect of Equipment hired or sold

but for which no invoice has yet been submitted, AVM shall submit an invoice, which shall be payable by the Customer immediately on receipt;

17.1.2 the Customer shall return all Equipment it has hired to AVM. If the Customer fails to do so, then AVM may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

17.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

17.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18 **General**

18.1 Assignment and subcontracting:

18.1.1 AVM may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

18.1.2 The Customer shall not, without the prior written consent of AVM, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 Notices:

18.2.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number, or sent by email to the email address provided by the other party for such purpose.

18.2.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address, or if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date

and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.

18.2.3 This clause 18.2 shall not apply to the service of any proceedings or other documents in any legal action.

18.3 Waiver and cumulative remedies:

18.3.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.3.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.4 Severance:

18.4.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.6 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.7 Variation: Except as set out in these Conditions, any amendment or variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing by AVM.

18.8 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
