

**GRANADA ENTERPRISES RATECARD**  
**SELLERS AIRTIME SALES TERMS & CONDITIONS**

**1 Definitions**

In these Terms and Conditions, words and expressions shall have their ordinary meaning unless otherwise defined below:

**"Act"** means the Broadcasting Acts 1990 and 1996.

**"Advanced Booking Deadline"** means the deadline listed in the Sellers' Rate Card or such later deadline as may be specified in the Deal Letter.

**"Advertisement Copy"** means any advertising material intended for transmission by the Seller.

**"Agreement"** has the meaning set out in clause 3.1.1;

**"Airtime"** means advertising airtime on UK Television (excluding any interactive element).

**"Airtime Expenditure"** means gross expenditure by a Buyer for Airtime excluding VAT.

**"Approved Buyer"** means a Buyer approved for credit by the Seller.

**"Area"** means any transmission area of any Seller.

**"BACC"** means the Broadcast Advertising Clearance Centre or its successor.

**"Booking"** means an order from a Buyer for the purchase of a Spot or series of Spots with a Seller constituting an approved advertising campaign for the purchase of Airtime.

**"Buyer"** means the person purchasing Airtime either for itself or other persons as part of any Booking.

**"Buyer Commission"** means the commission payable under these Terms and Conditions from the Seller to the Buyer.

**"Calendar Year"** means any period of 12 months commencing on 1<sup>st</sup> January in any calendar year.

**"Confidential Information"** includes any information marked as such and any other information which might reasonably be assumed to be confidential in any form emanating from either Party and shall include any compilation of otherwise public information in a form not publicly known and shall not include:

- (a) information which at the time of disclosure is publicly known or information which after disclosure becomes publicly known other than as a result of any breach of this Agreement;

- (b) information which can be shown to be known to the other Party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure;
- (c) information made available to the other Party by a third party having a right to do so and who has not imposed on that Party any subsisting obligation of confidentiality or restricted use in respect thereof.

**“Day Part”** means the segment times as specified from time to time in the Rate Card or as agreed between the Buyer and Seller and confirmed in writing signed by both parties.

**“Demograph”** means an audience type defined by age or social classification or a combination thereof.

**“Force Majeure Event”** means an event, inability or delay which is caused by circumstances beyond the relevant party’s reasonable control and which cannot be cured by measures which might reasonably be taken in the course of that relevant party’s business, including, without limitation, war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology, fire, flood, acts of God, legislative or administrative interference PROVIDED THAT no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of that party’s failure to take reasonable care.

**“Granada”** means Granada Enterprises, a division of Granada Media Group Limited (registered number 3106525), whose registered office is at The London Television Centre, Upper Ground, London SE1 9LT.

**“Impact”** means one viewing of a Spot by a viewer of the specific target Demograph.

**“ITC”** means the Independent Television Commission or its successor, and in the case of S4C, the Welsh Authority as defined in the Act.

**“Late Copy Surcharge”** means the cost set out in the Sellers’ Rate Card payable by the Buyer pursuant to clauses 5.4 and 5.5 of these Terms and Conditions.

**“Macro Area”** means a combination of Sellers’ Areas.

**“Part Area”** means a part of a Seller’s Area or part of a Macro Area.

**“Seller”** means any of Granada Television Ltd, LWT (Holdings) Ltd, Yorkshire Television Ltd, Tyne Tees Television Ltd, Border Television plc, Anglia Television Ltd, Meridian Broadcasting Limited, Ulster Television plc and S4C as the case may be, any cable, satellite or digital broadcaster for which Granada is the authorised agent for the sale of Airtime or any other broadcaster as appropriate and identified in the Deal Letter or under any Booking;

**“Sellers’ Rate Card”** means the fact sheet published from time to time and currently located at <http://www.granadaenterprises.com/granada/itvsales/ratecard.jsp>

**“Spot”** means one specific portion of Airtime identified as available for purchase by a Seller.

**"S4C"** means Sianel Pedwar Cymru Rhyngwladol Cyf (and its successors or assigns) as established by the Act.

**"TV Eye"** means TV Eye Limited (registered number 4547560) whose registered office is at 200 Gray's Inn Road, London WC1X 8HF.

**"TV Eye Credit List"** means the list of Buyers approved for credit by TV Eye.

**"Terms and Conditions"** means these terms and conditions.

**"Time Length"** means the duration of a Spot.

**"UK Television"** means any service broadcast under a licence issued by the Independent Television Commission.

**"Working Day"** means 0930-1700 Monday to Friday inclusive in each week except any UK Bank or Public Holiday.

## 2 **Construction**

2.1 In these Terms and Conditions, unless the context otherwise requires:

- (a) any reference to a "party" or "parties" shall unless otherwise stated mean a party or the parties to this Agreement; and
- (b) references to clauses, schedules and sub-divisions of them are references to the clauses of, and schedules to, these Terms and Conditions and sub-divisions of them respectively; and
- (c) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended and any subordinate legislation made from time to time under it; and
- (d) references to the one gender include all genders and references to the singular shall include the plural and vice versa; and
- (e) headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions; and
- (f) references to a "person" includes any individual, company, corporation, firm partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality.

## 3 **Agreement and Commissions**

3.1 These Terms and Conditions:

3.1.1 apply to all Bookings and together with any ancillary arrangements made between the parties as part of any Booking form the agreement between the parties; and

3.1.2 are accepted by the Buyer by placing any Booking.

- 3.2 The Buyer hereby contracts with the Seller as principal in all respects (with Granada acting only as agent for the Seller) and as such shall be liable for the payment of all sums due and owing in accordance with these Terms and Conditions.
- 3.3 All Approved Buyers shall be entitled to credit for the purchase of Airtime from the Seller in accordance with the credit listing procedures of TV Eye on condition that they continue to comply with the requirements of qualification for inclusion in, and remain registered on, the TV Eye Credit List.
- 3.4 The Seller shall not be obliged to grant credit to Buyers listed on the TV Eye Credit List and may grant credit at its discretion to Buyers other than those listed on the TV Eye Credit List.
- 3.5 Buyer Commission (where relevant) will be paid by way of deduction from amounts invoiced by the Seller to all Approved Buyers provided the Approved Buyer continues to comply with the requirements of qualification at the time of transmission of the relevant Advertisement Copy and remains registered on the TV Eye Credit List.
- 3.6 Buyer Commission will be paid by way of deduction from amounts invoiced by the Seller to any non-Approved Buyer at the Seller's sole discretion.
- 3.7 For the avoidance of doubt, no Buyer Commission shall be payable on any Late Copy Surcharges or cancellation charges provided for in Clause 9 or other charge as provided for in Clause 5.10.

#### **4 Variation**

- 4.1 The Buyer acknowledges that regardless of the price for Spots agreed with the Seller at the time of placing any Booking the Seller shall, in good faith and having first consulted with the Buyer, be entitled to adjust such price in the event of unforeseen changes in programme scheduling affecting the rating or profile of any programme.

#### **5 Acceptance of Advertisement Copy**

- 5.1 Advertisement Copy will only be transmitted by the Seller if it is approved by the Seller, satisfies its technical requirements, complies with the Act, the Code of Advertising Standards and Practice issued by the ITC, the BACC Notes of Guidance and BACC Copy Clearance Bulletins in force at the time of transmission.
- 5.2 All Advertisement Copy must be submitted by the Buyer to the BACC for approval before transmission. Approval by the BACC of Advertisement Copy shall not in any way prejudice the Seller's right to reject Advertisement Copy in accordance with the provisions set out below.
- 5.3 Advertisement Copy must be delivered to the Seller not less than two Working Days prior to the date of intended transmission. Delivery of Advertisement Copy shall be deemed to have been made only when the Seller's technical requirements have been met and the relevant transmission instructions have been received by the Seller from the Buyer.
- 5.4 Advertisement Copy or changes in transmission instructions may be accepted at the absolute discretion of the Seller less than two Working Days before the intended transmission date and may at the absolute discretion of the Seller be subject to payment by the Buyer of a Late Copy Surcharge.

- 5.5 If the Seller, in its absolute discretion, decides that Advertisement Copy is not acceptable, it shall notify the Buyer who must supply alternative Advertisement Copy as soon as possible and in any case not later than two Working Days prior to the date of intended transmission. Alternative Advertisement Copy, if supplied by the Buyer less than 2 (two) Working Days prior to the date of intended transmission and if accepted may also be subject to a Late Copy Surcharge. Should alternative Advertisement Copy not be supplied or not be accepted, the Buyer shall pay the Seller in full for the Spots booked whether or not any Advertisement Copy is transmitted, and in such event the Seller at its absolute discretion may repeat previously transmitted Advertisement Copy or cancel the relevant Booking and invoke the cancellation provisions set out in Clause 9.1.1 below.
- 5.6 The provisions of this Clause 5 shall be without prejudice to any special arrangements for Bookings agreed between the Buyer and the Seller at shorter notice.
- 5.7 The Seller shall not be liable for any addition to, changes in or deletions from any Advertisement Copy required by the ITC or for the withholding or withdrawal of approval of any Advertisement Copy by the BACC or for any costs, loss, damage, expenses or claims resulting from any such action.
- 5.8 Notwithstanding the provisions above in this clause 5, the Seller reserves the right, in its absolute discretion, to do any act or thing in respect of the transmission of any Advertisement Copy or part thereof (including the fading, editing or cutting thereof) which, in its reasonable opinion, contains any unsuitable material for broadcast and the Seller shall not incur any liability whatsoever to the Buyer or any advertiser in respect thereof.
- 5.9 The Seller shall be entitled to restrict or prevent any repeat transmission of any Advertisement Copy.
- 5.10 A Buyer cannot change the Advertisement Copy after approval by the Seller from one product to another product without the prior written approval of the Seller. In the event that such Advertisement Copy is changed without the prior written approval of the Seller the Buyer shall pay a cost of 30% of the total value of the Booking.
- 5.11 Without prejudice to clause 5.5 the Seller shall be entitled, at its absolute discretion, to refuse Advertisement Copy which advertises more than one product.
- 5.12 The Seller will use reasonable endeavours where requested by a Buyer to rotate Advertisement Copy in accordance with the Buyer's transmission instructions.
- 5.13 If in the Seller's opinion Advertisement Copy depicts the goods or services of more than one brand or advertiser through the editing of two or more Time-Lengths, the Seller shall be entitled to charge the Buyer in respect of such Advertisement Copy for the original Time-Lengths.

## **6 Dates and Times of Transmission**

- 6.1 The Seller will use reasonable endeavours to ensure that the date and time of a Spot notified to the Buyer before transmission will be met. If a Spot is not transmitted on such date and at such time the Seller will be entitled to offer to the Buyer a transmission at a reasonably alternative date and time without further liability to the Buyer.

- 6.2 Meridian transmission in the Channel Islands will be contemporaneous with the transmission in the Meridian regions (which include the Hampshire region), except those Spots scheduled in breaks between 1800 and 1900 on weekdays, and Spots not intended for transmission in the Channel Islands.
- 6.3 From time to time the Buyer may be required to fill some Part Area availability on a Seller where a Seller has accepted an Area or Macro Area Booking. The Seller reserves the right to deliver up to ten percent (10%) of all Impacts on a Part Area basis.
- 6.4 Spots booked on S4C during breaks in English language programmes will be for analogue transmissions only and will not include S4C digital transmissions. As from 26<sup>th</sup> May 2002, all S4C Digidol satellite transmissions will be unencrypted and, without prejudice to clause 7 of these terms and conditions, the Buyer shall ensure that it has obtained all necessary clearances, licences and consents in respect of any Advertisement Copy for transmission on S4C Digidol after that date.
- 6.5 If the Seller fails totally to transmit any Advertisement Copy as a result of its wilful misconduct or negligence then no charge will be made for such Advertisement Copy.
- 6.6 Where Advertisement Copy is transmitted substantially but not wholly correctly, such event shall not constitute a breach of these Terms and Conditions but the Seller will discuss such event with the Buyer in good faith with a view to determining whether and if so how to compensate the Buyer.
- 6.7 Spots transmitted within ten minutes of the Day-Part booked by the Buyer will be regarded as appearing within that Day-Part.

## **7 Warranties**

- 7.1 The Buyer warrants and undertakes to the Seller that:
  - 7.1.1 it will obtain and pay for all necessary licences and consents for the transmission of any performance or copyright material contained in any relevant Advertisement Copy;
  - 7.1.2 no Advertisement Copy will infringe the copyright or other intellectual property or other rights of or be defamatory of any third party or the Seller;
  - 7.1.3 it will observe all relevant applicable laws and regulations in respect of any Advertisement Copy provided to the Seller on its behalf.
- 7.2 The Buyer will indemnify and keep indemnified the Seller against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by the Seller arising from any breach of the warranties set out in this clause 7 or in any manner whatsoever including as a result of or arising out of the use, recording or broadcasting of any Advertisement Copy or other material supplied by or transmitted on behalf of the Buyer.
- 7.3 The Buyer shall not without the prior consent of the Seller publish any dates or times of any scheduled Advertisement Copy.
- 7.4 The Seller shall use all reasonable endeavours to ensure that Advertisement Copy is transmitted in the same screen format that is delivered to the Seller by the Buyer.

## 8 Accounts

- 8.1 A non-Approved Buyer shall pay the Seller the amount invoiced by or on behalf of the Seller for Airtime not later than ten days before the first scheduled transmission date of the relevant Advertisement Copy and in default of such payment the Seller shall without prejudice to its other rights and remedies under these Terms and Conditions or otherwise at law be entitled to refuse to transmit the Advertisement Copy without incurring any liability to the Buyer.
- 8.2 An Approved Buyer shall pay the Seller the amount invoiced by or on behalf of the Seller for Airtime not later than the fifteenth day of the month following the month of transmission of the relevant Advertisement Copy failing which the Buyer shall on written notice from the Seller pay any further amounts in accordance with Clause 8.1 notwithstanding that the Buyer remains an Approved Buyer.
- 8.3 If a Buyer ceases to be an Approved Buyer, the Seller may at its absolute discretion revoke the Buyer's entitlement to be paid Buyer Commission.
- 8.4 Without prejudice to the Seller's other rights and remedies under these Terms and Conditions or otherwise at law any amount not paid by an Approved Buyer by the 25th day of the month following the month of transmission (the "due date") will be subject to a surcharge of 1.5% of such amount payable immediately; further surcharges of 1% will be imposed in respect of the principal amount which is still outstanding after the tenth day of the subsequent months. Payment shall be deemed to have been made and no surcharge will be payable if the Seller (or Granada on the Seller's behalf as appropriate) has received either written confirmation from the Buyer that it has arranged full payment by BACS, or if the Seller has received a cheque for the full amount, by 12.30 pm on the due date. In months where the 25th day falls on a Sunday, Public or Bank Holiday, the next Working Day shall be regarded as the due date by which full payment must be received.
- 8.5 If the Buyer does not pay the Seller in accordance with the above provisions of this Clause 8 the Seller shall, without prejudice to its other rights and remedies under these Terms and Conditions or otherwise at law be entitled to refuse to accept further Bookings from the Buyer without incurring any liability to the Buyer notwithstanding that the Buyer remains an Approved Buyer.
- 8.6 Failure by the Seller to send invoices to the Buyer will not affect the obligation of the Buyer to make payment as otherwise notified in accordance with these Terms and Conditions.
- 8.7 The existence of a query on an element of a Booking invoice will only affect the due date of payment of that element by Approved Buyers, and will not affect the due date of payment of all other elements of such invoice. An Approved Buyer shall notify the Seller of any such query, including the reason for the query, no later than 7 days after the date of invoice. Invoices may not be queried after this time. An Approved Buyer may only withhold money due under any invoice to the extent it genuinely believes such amount is not payable, in which case such Buyer and the Seller shall attempt to resolve by discussion the amount payable and the result of such discussion shall be at the sole discretion of the Seller. Any amounts withheld will be subject to the surcharge provisions referred to in Clause 8.4 above. In the event that the query is resolved in favour of the Buyer then the Seller will cancel any surcharge imposed in respect of the money withheld. However, if the query is not upheld, then any such surcharge imposed in respect of the money withheld will be subject to the conditions set out in

Clause 8.4 above, whether by discussion or otherwise, and must be paid as part of the settlement of the following account.

- 8.8 All payment of Sellers' invoices shall be made in full (subject to clause 8.7) and the Buyer shall not be entitled to claim any rights of set-off in respect thereof.
- 8.9 Payments due to Sellers will be subject to VAT at the appropriate rate applicable at the date of transmission of the relevant Advertisement Copy.
- 8.10 Late Copy Surcharge shall be paid within 30 days of the date of the invoice.
- 8.11 All sums due under these Terms and Conditions are payable in pounds sterling only and where appropriate rounded up to the nearest pound.

## **9 Cancellation, Postponement or Late Booking of Advertisement Copy**

- 9.1 The Seller in its absolute discretion may consider requests in writing from a Buyer to cancel Bookings subject to the following terms:
  - 9.1.1 the Buyer will pay 50% of the total value of any Bookings which the Buyer cancels after the Advanced Booking Deadline and not less than 4 weeks prior to the date of transmission of the relevant Advertisement Copy;
  - 9.1.2 the Buyer will pay 60% of the total value of any Bookings which the Buyer cancels not more than 4 weeks but not less than 2 weeks prior to the date of transmission of the relevant Advertisement Copy;
  - 9.1.3 the Buyer will pay 75% of the total value of any Bookings which the Buyer cancels not more than 2 weeks but not less than 1 week prior to the date of transmission of the relevant Advertisement Copy; and
  - 9.1.4 the Buyer will pay 100% of the total value of any Bookings which the Buyer cancels during one week prior to the date of transmission of the relevant Advertisement Copy.
- 9.2 Written requests by the Buyer for the postponement of Bookings after the Advanced Booking Deadline will, at the Seller's discretion, incur a charge equal in amount to 30% of the total value of the postponed part of the Booking. Any such postponement must be re-booked at the time of postponement to a date not more than three calendar months after the date of the postponement and in any event within the same calendar year failing which the postponement will be deemed a cancellation and subject to the provisions of clause 9.1.
- 9.3 Should the Buyer wish to re-book a postponed Booking, the final date for re-booking a postponement in a particular month shall be the Advanced Booking Deadline for that month, and in any event shall be within the same Calendar Year as the original Booking. In the event of a Buyer's failure to recommit a postponed Booking within the same Calendar Year the postponement shall be deemed a cancellation and subject to the provisions of clause 9.1 above.
- 9.4 Unless any Booking is cancelled in accordance with this clause 9, a Buyer who fails to deliver Advertisement Copy in accordance with these Terms and Conditions will remain liable to pay in full whether or not any Advertisement Copy is transmitted.

9.5 The Buyer acknowledges that the charges set out in this clause 9 are a genuine pre-estimate of the losses likely to be suffered by the Seller in the relevant circumstances.

## 10 Termination

10.1 Without prejudice to its other rights and remedies, either party may terminate this Agreement forthwith at any time by giving notice in writing to the other party if:

10.1.1 the other party commits a material breach of any provision of this Agreement and provided that such breach is capable of remedy, fails to remedy the same within 10 Business Days after receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied; or

10.1.2 a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the other party or if the other party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

10.1.3 the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an administration order is made in relation to the other party.

10.2 Termination or expiry of this Agreement shall not affect any rights of either party in respect of any antecedent breach of this Agreement by the other party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.

## 11 Liability

11.1 Subject to clause 11.3 neither party shall be liable to the other, whether in tort, contract or otherwise, for any anticipated or actual loss of profit, loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which, whether or not in practice arises as a direct and natural result of a breach of this Agreement, was not at the time this Agreement was made, a reasonably foreseeable result of such a breach.

11.2 Subject to clause 11.3 the Seller's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Agreement whether in contract, tort or otherwise shall not exceed the total amount received by the Seller from the Buyer in cleared funds for the relevant purchase of Airtime.

11.3 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.

11.4 The Seller shall not be liable for the delay in delivery or loss or damage in transit of any Advertisement Copy. Unless otherwise instructed by or on behalf of the Buyer, Advertisement Copy will be destroyed by the Seller without further reference to the Buyer if not transmitted during a period of six weeks from the date of receipt or, if later, after the date of its last transmission.

11.5 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under this Agreement are excluded insofar as it is possible to do in law.

## 12 **Confidentiality**

Neither party shall either during or after the expiry of this Agreement, duplicate, disclose, or permit the duplication, or disclosure of any Confidential Information, nor use the same in any way other than to perform its obligations under this Agreement unless such duplication, use or disclosure is specifically authorised by the other party in writing.

## 13 **Entire Agreement**

This Agreement comprises the entire agreement between the parties in respect of all relevant Bookings and supersedes all (whether oral or written) previous statements made by either party and all previous agreements, understandings and arrangements in respect thereof.

## 14 **Force Majeure**

14.1 Neither party shall be liable in any way for any losses arising directly or indirectly from any failure or delay in performing any of its obligations under this Agreement caused by any Force Majeure Event.

14.2 If a party (the "Affected Party") is unable to perform any of its obligations under this Agreement as a result of a Force Majeure Event for more than 30 Working Days then the other party may terminate this Agreement at any time and without further liability, upon giving written notice to the Affected Party.

## 15 **Notices**

Unless otherwise stated, any notice or other communication to be given under this Agreement shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the authorised address of that party, posted by pre-paid first class post addressed to that party at such address and shall if:

- (a) personally delivered, be deemed to have been received at the time of delivery; or
- (b) posted to an inland address in the United Kingdom, be deemed to have been received on the second Working Day after the date of posting;

PROVIDED THAT where, in the case of delivery by hand, delivery occurs after 6.00pm on a Working Day or on a day which is not a Working Day, receipt shall be deemed to occur at 9.00am on the next following Working Day.

## 16 **Miscellaneous**

16.1 The relationship between the parties is that of independent contractors.

16.2 The Buyer shall not assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Seller, and the Seller shall be entitled to sub-contract, assign or otherwise transfer this Agreement (including any benefit or obligation under it) to any other company.

- 16.3 The provisions of those clauses intended to have continuing effect shall continue in full force and effect following the termination or expiry of this Agreement.
- 16.4 If the whole or any part of any provision of this Agreement is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of any other provisions.
- 16.5 The Seller reserves the right to revise these Terms and Conditions at any time and Buyers are deemed to be notified of and bound by any changes to these Terms and Conditions.
- 16.6 No waiver by the Seller of any breach of the Buyer's obligations shall constitute a waiver of any other prior or subsequent breach and the Seller shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the Buyer.
- 16.7 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 save that the Buyer acknowledges that Granada may enforce the rights of the Seller under this Agreement.
- 16.8 In the event of any inconsistency between these Terms and Conditions and any Booking or any part of any Booking, the provisions of these Terms and Conditions shall prevail.
- 16.9 This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.