

## Convelio Ltd. – Terms & Conditions in the United Kingdom

### 1 Definitions

Convelio Ltd (“**Convelio**”), incorporated in England and Wales with registered number 11392892 whose registered address is at 7 Savoy Court, South Bank, London, WC2R 0EX. Convelio may be referred to as the “**Company**”, “**Warehouse**”, “**Warehouseman**”, or “**Service Provider**”.

#### In these Conditions:

- 1.1 **ACR notice** means a notice in writing in relation to the referral of a claim to mediation.
- 1.2 **Approved Carriage List** means the list of approved items prepared pursuant to the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 and as updated from time to time.
- 1.3 **CEDR** means the Centre for Effective Dispute Resolution.
- 1.4 **Conditions** means these Terms and Conditions.
- 1.5 **Contract** means the agreement between the Customer and the Company for the carrying out of the transport Service in relation to the Goods including all documents expressly incorporated therein.
- 1.6 **Consignee** means the person (corporate or otherwise and who may or may not be the Customer) to whom the Company, its subcontractors or agents contract to deliver the Consignment.
- 1.7 **Consignment** means the consignment of the Goods at any one time from one Consignor in a single load from one address to one Consignee at any one other address.
- 1.8 **Consignor** means the person (corporate or otherwise who may or may not be the Customer) who supplies the Consignment to the Company for carriage.
- 1.9 **Customer** means the person (corporate or otherwise) who contracts with the Company for the carriage of goods.
- 1.10 **Dangerous Goods** means Goods of any nature including those listed in the Approved Carriage List which represent a hazard, or include radioactive material and explosives of any nature.
- 1.11 **Exempt Products** means bullion, precious metals, precious stones, money (whether in note or coin form), securities, stamps, legal or business documents, living creatures or anything of a similar nature.
- 1.12 **Goods** means the goods whether single or multiple units or in bulk which are transported in the Consignment.
- 1.13 **Loss** means the actual loss (whether total or partial) of the Goods or failure by the Company to deliver the Goods. Loss includes (without limitation) theft, destruction, damage, unavailability, contamination, deterioration, non/miss/unauthorised delivery, noncompliance with instructions/obligations or incorrect advice or information.
- 1.14 **Owner's Risk** means that the Goods are held upon terms that the Company shall not be liable for any loss of whatsoever nature and howsoever caused including negligence in relation to the Goods or as a consequence of the Goods being in the Company's possession.
- 1.15 **Services** shall refer to any and all work performed by the Company for a Customer, including but not limited to storage, transport, carriage, handling, movement, collecting, receiving, delivering, placement and securing of the Goods, as well as construction and repair of crates and other storage or travel containers for the Goods.
- 1.16 **Sub-Contractor** means any person (corporate or otherwise) engaged by the Company to carry out warehousing and/or storage of Goods on its behalf.
- 1.17 The expressions Company, Consignee, Consignor and Customer shall include those parties' principals, agents and servants.

## **2 Principal parties and Sub-Contractors**

- 2.1 The parties to the Contract shall be the Company and the Customer. The Customer contracts as the legal owner of the Goods or as the authorised agent of such legal owner in which case the Customer warrants that he has the authority to accept these Conditions on behalf of the legal owner.
- 2.2 Unless written instructions to the contrary are received from the Customer, the Company may sub-contract part or the whole of the Goods. The Customer authorises the Company to make, endorse, and sign bills of lading, waybills, warehouse receipts, and/or other necessary or required documentation in connection with the transportation, storage, and/or handling of the Goods, in the name, place and stead of the Customer. Moreover, the Customer acknowledges and agrees that the Company and/or its authorised agents may subcontract the performance of Services to third parties and/or Sub-Contractors and hereby authorises the Company and/or its authorised agents to hire, retain, and or otherwise appoint third parties and Sub-Contractors, including but not limited to domestic and international Company, indirect air Company, freight forwarders, and/or warehousemen to perform and transact business on behalf of the Customer in the name, place and stead of the Customer. When third parties and/or Sub-Contractors physically handle the Goods or provide Services, they do so subject to the Limitations of Liability set forth herein.
- 2.3 Where carriage of any Consignment or part of a Consignment is sub-contracted to a sea, air, road or rail Company then the liability of the Company and of any Sub-Contractor shall be limited and/or excluded in accordance with the conditions of carriage of that Sub-Contractor or as provided for by statute or international convention.
- 2.4 Notwithstanding the provisions of clause 2.2, the Company may not sub-contract the carriage of Dangerous Goods without the prior written consent of the Customer.
- 2.5 Where part or the whole of the carriage has been sub- contracted as provided for in clause 2.2 above, such Sub-Contractors shall have the benefit of these Conditions and shall be under no greater liability to the Customer than the Company would be under the Contract and the Customer agrees with the Company that no claim shall be made against a Sub-Contractor in addition to or in excess of the limitations and/or exclusions of liability as set out in these Conditions.

## **3 Price calculation**

- 3.1 The price of the Services quoted by the Company is shown exclusive of taxes. Any VAT that may be due is added to the price by the Company, according to the rate applicable on the day of invoicing.
- 3.2 The Company reserves the right to apply a fuel surcharge to the quoted price in the event of fuel price variations.
- 3.3 Unless otherwise indicated by the Company when confirming the Contract, the quoted price does not include the duties, taxes, fees and taxes due under any legislation, including tax or customs (such as excise duties, import duties, etc.). In the event that the Company incurs any additional costs as a result of any changes in legislation, applicable regulations or as a result of any actions by any government or other body, then such costs shall be charged to the Customer.
- 3.4 The Customer shall be liable to the Company, and the Company shall be entitled to invoice the Customer, for any additional costs incurred due to any changes to the Services agreed during quoting between the Company and the Customer, either at the request of the Customer or for reasons outside the Company's control or made in the interest of the Goods.
- 3.5 The Customer shall be liable to the Company, and the Company shall be entitled to invoice the Customer, for any additional charges incurred, including (without limitation) due to:

- Wrong and/or vague information relating to the place of pick-up of the order and any other inaccurate and/or vague information relating to the picking-up of the order;
- Wrong and/or vague information regarding the place of delivery and any other inaccurate and/or vague information relating to the delivery of the order;
- Inaccuracy of the dimensions and/or weights supplied regarding the Goods and/or their packaging
- Unavailability of the Consignee resulting in additional costs such as, for instance, additional journey and/or storage costs;
- Refusal of the Consignee to pay customs duties;
- Any event that was unforeseeable at the time of entering into the Contract, such as a strike, border closures or restrictions on travel and/or transport.

#### **4 Insurance**

- 4.1 The Customer shall be responsible for ensuring the Goods are adequately insured.
- 4.2 The Company may suggest and the Customer may purchase insurance against damage (ad valorem insurance), covering the Goods for the duration of the Services up to the value declared by the Customer. Where such insurance is purchased, the terms of cover are set out in the insurance policy issued by the insurer. The Company accepts no liability in respect of such insurance cover.
- 4.3 The Customer shall fully indemnify and hold the Company harmless in the event of any claim against the Company by any third party under or related to any such insurance cover.

#### **5 Loading and unloading**

- 5.1 The Company shall not be required to provide additional Services other than the Service for the carriage of the Consignment from the designated place of collection to the designated place of delivery unless any such Service has been requested by the Customer and agreed by the Company in writing, prior to collection or delivery being made.
- 5.2 The Customer shall be responsible for all aspects of loading and unloading the Consignment onto and off of the vehicle, including providing and safely operating any equipment that may be required for loading and unloading the Consignment. If the Company's personnel assist in any part of loading or unloading then, while they provide such assistance, the Company's personnel shall be deemed to be under the Customer's instruction and control and the Customer accepts full liability for the acts of such personnel during that period except for any acts of gross negligence.
- 5.3 The Company shall not be liable for any Loss or damage caused as a result of:
  - a its use of defective equipment supplied by the Consignee or Consignor;
  - b the Company acting upon the instructions or directions of the Customer, the Consignor or the Consignee, or their servants or agents, with respect to the loading and/or unloading of the Consignment; or
  - c negligent acts committed by the Consignor or Consignee or their servants or agents in assisting with loading and/or unloading; and

the Customer shall indemnify the Company against any claim made against the Company in respect of such Loss or damage including claims in respect of death or personal injury.
- 5.4 The Company will endeavour to make the Consignment reasonably accessible on the vehicle at the place

designated for delivery.

- 5.5 The Customer shall make available to the Company upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Company.

## **6 Dangerous Goods**

- 6.1 The Contract for the carriage of Dangerous Goods shall be voidable by the Company and the Company shall have no liability unless, prior to loading, the Company receives precise and correct identification of the substances in writing and has agreed to accept the same for carriage. Instructions in writing must be provided by the Customer in the form prescribed by the appropriate statutory authority giving details of each and every substance the Company is requested to carry. Written information must be provided in respect of Goods classified as Dangerous Goods and where an instruction in writing is not required by statute. An instruction in writing or other written notification provided by the Customer must accompany each and every Consignment.
- 6.2 The Customer shall be responsible for ensuring that such substances are properly and safely packaged and labelled with the identities of the substances and all other relevant information as specified by any statutory requirements for the time being in force.
- 6.3 The Customer shall be responsible for and indemnify the Company against any Loss or damage and claims made upon the Company in respect of any injury to persons or damage to property arising from the non-compliance by the Customer or the Consignor with any of the provisions of these Conditions in as far as they relate to the carriage of Dangerous Goods, unless the Customer proves that the Loss, damage or injury was due to the negligence of the Company.

## **7 Consignment notes/receipts**

- 7.1 The Company shall, if requested, sign a document acknowledging receipt for the carriage of the quantity and description of the Consignment loaded on to the Company's vehicle, to the extent this can be determined, by visual inspection. Such receipt shall not be evidence as to accuracy of the condition, weight, quantity nor nature of the Goods said to comprise the Consignment at the time the receipt document is signed by the Company and/or his agents and/or his servants. The burden of proof in the event of dispute is with the Customer.
- 7.2 The Company shall use its best endeavours to obtain a signed receipt of delivery of the Consignment from the Consignee unless otherwise agreed with the Customer. Such receipts will be returned to the Customer as proof of delivery, unless otherwise agreed in writing by the Customer and/or his agent and/or his servants.

## **8 Company's responsibility**

- 8.1 Goods are accepted by the Company for carriage at the Owner's Risk where the Company is able to show that the Customer has explicitly agreed to the carriage of the Goods at the Owner's Risk (or in accordance with clause 11.2b). In that event, the Company shall not be liable for Loss, damage or delay to the Goods no matter howsoever or by whomsoever caused and the Customer agrees to indemnify the Company against any claims made by any third party (including in relation to the carriage, retention or storage) in respect of the Goods carried.
- 8.2 Subject to the provisions of clause 8.1 above the Company's responsibility for the Consignment shall commence when the Company, its agents or Sub-Contractors takes physical control of the Consignment at the point of collection or by receiving the same at the Company's premises.
- 8.3 Subject to clause 8.4 the Company's responsibility and liability for the Consignment shall end when the

Company, its agents or Sub-Contractors relinquish physical control of the Consignment at the proper place of delivery or the Consignment is presented at the proper place of delivery within normal business hours allowing sufficient time for unloading.

- 8.4 If it has been agreed that the Consignee will collect the Goods from the Company's premises or if the Company is prevented from making delivery at the Consignee's address as a consequence of the absence of a safe and/ or adequate access or unloading facility, then the Company's responsibility for the Goods shall end at the expiration of 24 hours after notice (by letter, telephone, fax or email or other agreed method of communication) has been given to the Consignee and/or the Consignor.
- 8.5 At any time during the term of the Contract the Customer may request or the Contractor may recommend variations to the Service and/or variations to any other matters covered by the Contract. The Company shall investigate the likely impact of any such requested or recommended variations upon the Service, the charge for the Service and other aspects of the Contract and shall report promptly to the Customer. Neither party shall be obliged to agree to any requested or recommended variation but neither party shall withhold or delay its agreement unreasonably. Until such time as any variation to the Contract has been mutually agreed in writing, the parties shall continue to perform their respective obligations without taking account of the requested or recommended variation.

## **9 Payment terms**

- 9.1 The Company's charges shall be payable by the Customer provided always that, when the Goods are consigned carriage forward, the Consignee shall have primary responsibility for the payment of the carriage charges but the Customer shall pay such charges in the event of default by the Consignee and the Company shall not be required to take any steps to obtain payment from the Consignee other than a written request for payment.
- 9.2 Notwithstanding any claim which the Customer may have against the Company, the Company's charges for carriage and any other Services incidental to the carriage chargeable under the Contract shall be payable by the Customer within the timeframe communicated by the Company prior to the Contract being entered into, and in the event that no timeframe is communicated, then the charges shall be payable within 15 days of the date of the invoice unless otherwise agreed in writing. Should the charges not be paid within such a period, then the Company shall be entitled to interest at the rate of 8 per cent above the base rate of the Bank of England prevailing at the date of invoice, calculated on a daily basis from the date when the sum became due to the date of actual payment, whether before or after any judgment. Should several invoices be outstanding, the payment of any part of the sums due will be allocated first to the oldest outstanding invoice.
- 9.3 Without prejudice to the generality of clause 9.2, the Company's charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off.
- 9.4 In the event of cancellation by the Customer, the Company shall reimburse the Customer and/or retain a cancellation charge at the Company's discretion.

## **10 Customs representation authorisation**

- 10.1 The Company and Sub Contractors shall be authorised by the Customer to act as their Direct Customs Agent with H.M. Revenue and Customs ("HMRC") as defined by the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended; and the Company and Sub Contractors shall be deemed to be appointed and duly empowered to

act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer as their "Direct Agent". This authorisation takes effect from the acceptance of these General Terms and Conditions and applies whenever the Services include customs operations. It shall remain valid until terminated by either party by registered letter with acknowledgement of receipt sent to the registered office of the other party. Termination shall be effective on the date of receipt of the said registered letter.

- 10.2 The Customer expressly authorises the Company to subcontract the performance of these customs operations.
- 10.3 If there is no information to the contrary, the Company shall consider that the Goods are not subject to any import, export or transit restrictions. The Customer undertakes to provide the Company, as soon as possible and in writing, with any financial information that may affect the customs value of the Goods. The Customer remains the sole and only debtor of the customs debt that may result from customs clearance operations, even if the Company pays it before requesting reimbursement.
- 10.4 Without prejudice to the generality of the above, the Company reserves the right to refuse to carry out the formalities defined by this authorisation, in particular in the event of doubt as to compliance with the applicable regulations. In relation to the completion of customs operations, the Company is only required to ensure that the documents are complete and appear to be consistent.
- 10.5 The Customer shall indemnify and hold harmless the Company for any and all claims, expenses, losses, penalties and damages, including reasonable legal fees, arising from or in connection with any incorrect information the Customer provides in relation to customs clearance. An example of this could include, but is not limited to: stating the country of origin incorrectly, stating any incorrect values or not declaring the need for an export license.

## **11 Disposal of the Goods by the Company**

- 11.1 In the event that the Company is unable for any reason beyond its reasonable control to deliver the Consignment in accordance with the Contract, the Company shall seek further instructions from the Customer. The Company's reasonable additional charges for retaining the Goods pending the arrival of such further instructions and for carrying out those instructions shall be payable by the Customer.
- 11.2 Subject to the provisions contained in clause 11.2a to c below, where the Company is unable to obtain further instructions from the Customer in accordance with clause 11.1, the Company may sell the Goods provided that such sale is permitted by law. Payment or tender of the net proceeds to the Customer after deductions of all costs of and charges for carriage, other Services incidental to the carriage chargeable under the Contract, storage and disposal and expenses in relation to the Goods shall (without prejudice to any claim or right which the Customer may have against the Company otherwise arising under the Conditions) discharge the Company from all liability in respect of such Goods, their carriage and storage.
  - a The Goods may not be sold unless the Company shall have made reasonable efforts (having regard, if appropriate, to the perishable nature of the Consignment) to notify the Customer of the Company's intention to sell the Goods. The Goods may then be sold unless, within reasonable time (such time to be specified in the notice) the Customer shall have arranged to collect the Goods or given instructions for their disposal and have paid, without prejudice, all outstanding charges as referred to in this clause including any warehousing charges which may have been incurred during the time that the Goods have been retained.
  - b Pending the expiry of such periods of notice referred to in clause 11.2a and of disposal of the Goods under these provisions the Company shall at the expense of the Customer have authority to arrange proper storage of the Consignment. During such period of storage, the Goods will be held at the Owner's Risk and the Company shall not be liable for Loss or damage of the Goods howsoever caused.
  - c In the event of a sale of the Goods under this clause 11 the Company shall do what is reasonable to obtain the market value of the Consignment (subject to any unavoidable deterioration thereof). If the Goods have no market value, then the Company may dispose of them subject to compliance with all legal requirements in



force in respect of such Goods.

- 11.3 Subject to the provision of clause 11.1 above, and in circumstances in which the Company is unable to obtain further written instructions, the Company may, in respect of Dangerous Goods only, at its sole discretion dispose of the Dangerous Goods or return them to the Customer. Where such action is taken by the Company, it shall comply with all prevailing legal requirements that may be in force in respect of the Dangerous Goods. Any such action taken by the Company under this clause shall be at the sole risk and expense of the Customer.

## **12 Liability for Loss, damage or delay**

- 12.1 Subject to these Conditions, the Company shall only be liable for Loss of or damage to the Goods in a Consignment occurring whilst the Company has responsibility for the Consignment in accordance with clause 8 above.
- 12.2 The Company's liability is restricted to the financial limits imposed under clause 13 of these Conditions unless otherwise agreed in writing between the contracting parties prior to the transit commencing.
- 12.3 The Company shall not be liable for whatsoever reason for Loss of or damage to, mis-delivery or Loss arising from any delay in respect of Exempt Products, unless:
- a the Company has agreed in writing to carry such Goods at the specific request of the Customer prior to commencement of the transit;
  - b the Customer has agreed to reimburse the Company with all additional costs reasonably incurred as a direct result of the Company agreeing to carry such Goods;
  - c the Loss or damage or delay has been proved to have been caused by the negligence of the Company and/or his agents and/or his servants.
- 12.4 The Company shall be relieved of all liability if such Loss, damage or delay arises from the effect of:
- a an act of God;
  - b any consequence of war, act of foreign power, terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
  - c seizure or forfeiture under legal process;
  - d an error, act, omission, mis-statement or mis- representation by the Customer or other owner of the Goods or by servants or agents of either of them;
  - e an inherent liability due to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the Goods;
  - f any special handling requirements in respect of the Goods which have not been notified to the Company;
  - g insufficient or improper packaging, unless the Company has contracted to provide this Service;
  - h insufficient or improper labelling or addressing, unless the Company has contracted to provide this Service;
  - i riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
  - j the acts of the Customer, Consignee or Consignor as set out in clause 5.3;
  - k any delay in providing to the Company safe and adequate access and/or delivering instructions in accordance with clause 8.4;
  - l fraud on the part of the Customer, Consignor, Consignee or owner or of their servants or agents in respect of all or any part of the Consignment.
- 12.5 For the avoidance of doubt and without affecting the generality of clause 12.1, the Company shall not be liable

for any Loss or damage to the Goods where the Company's responsibility for the Consignment has ended in accordance with clauses 8.3 and 8.4.

### **13 Limitation of liability of Company**

- 13.1 Unless otherwise agreed in writing between the Customer and the Company prior to the commencement of carriage, the liability of the Company in respect of Loss of or damage to Goods whilst they are the responsibility of the Company in accordance with clauses 8 and 12 hereof shall be limited as follows:
- a where the whole or part of a Consignment is lost or damaged, to a maximum rate of £1,300 per tonne inclusive of all/any duties and/or taxes on the gross weight of the Consignment or that proportion by weight of lost or damaged property as stated on the Consignment note referred to in Condition 5, or otherwise ascertained, or £500 for the total Consignment, whichever is the lesser, but not exceeding the actual value of the Consignment or part of the Consignment;
  - b for the purpose of this clause the value referred to is the valuation of the Goods at the time they are accepted for carriage including all duties and taxes. Provided that no claim shall be accepted by the Company pending its receipt from the Customer of proof of the value of the Consignment or any part thereof.
- 13.2 The Company shall not in any circumstances whatsoever be liable for delay in delivery of the whole or part of the Consignment, nor for indirect or consequential loss such as (but not limited to) loss of profit, or loss of market, however caused.

### **14 Customer's indemnity to the Company**

The Customer shall indemnify the Company against:

- 14.1 Losses suffered by the Company arising from any act, omission, misdirection, mis-statement or negligence by the Customer, Consignor or Consignee, its servants or agents.
- 14.2 Claims of any nature for Loss or damage resulting from the carriage of Dangerous Goods where the Customer's obligations in clause 6 above have not been met.
- 14.3 Claims and demands of any nature in respect of Loss of or damage to the Goods made by any third party additional to or in excess of the limits of liability of the Company set out in clause 13 above.
- 14.4 Any claims made or penalties imposed by the Commissioners of Customs and Excise in respect of dutiable goods.
- 14.5 Claims and demands made by a third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions.

### **15 Notification of claims**

- 15.1 The Company shall not be liable for:
- a Loss or damage of the whole of the Consignment unless a claim specifying the nature, weight and value thereof and date of collection are submitted by the Customer to the Company in writing within 2 days from the date on which the Company's responsibility for the Consignment ended or should have ended in accordance with clause 8.3 above;
  - b Loss or damage of any part of a Consignment unless both a claim specifying the general nature thereof is submitted by the Customer to the Company in writing within 2 days from the Company's responsibility for the Consignment having ended in accordance with clause 8.3 above and a detailed claim specifying the weight, value and date of collection and date of delivery are submitted in writing within 14 days of the Company's responsibility having ended;
  - c damage of any description unless the damaged Goods are made available to the Company's



representative for inspection for a reasonable period following notification of the claim;

15.2 The Company shall not benefit from this exclusion of liability if the Customer provides evidence that:

- a in all the circumstances, it was not reasonably possible so to notify the Company or make the damaged Goods available for inspection within the specified time limits; and
- b such notice was given at the first reasonable opportunity.

15.3 The Company shall not be liable for any claims and shall be discharged from all liability however arising if the Customer has failed to refer the claim to arbitration in accordance with clause 18.3 within one year of the date on which delivery was scheduled to or did take place, or in the event that no delivery date was agreed and no delivery took place within one year, from the date on which the Company collected the Goods in accordance with clause 8.2.

## **16 Lien and power of sale**

- 16.1 All Consignments delivered to the Company for carriage are and will be received by the Company and held by it subject to a lien for all charges due to the Company from the Customer for the carriage, storage, rent and/or warehousing of the Goods and other charges or expenses properly incurred in respect of or in connection with the carriage of the particular Consignment and all other goods which may have been carried by the Company for the Customer from time to time.
- 16.2 If such a lien is not satisfied by payment within a reasonable time of the Company's demand for payment then the Company shall be entitled to invoke the power of sale set out in clause 11 over the Goods in the Company's possession. Such sale shall be subject to the provisions of clauses 11.2 and 11.3 above.
- 16.3 The Company shall be entitled to charge to the Customer the cost of loading and unloading the Goods whilst a lien is being exercised together with warehouse rent and any other expenses incurred during all periods during which the lien on the Consignment or any part of the Consignment is being exercised and all these Conditions shall continue to apply whilst the lien is being exercised.
- 16.4 If the Consignment is not the property of the Customer, the Customer warrants that he has the authority to grant to the Company a particular lien against the owner of the Goods. The Company may hold the Goods against the owner for any unpaid monies applicable to those Goods only, but it may not sell or dispose of the Goods in any way without the express consent of the owner.

## **17 Detention of Company's property**

- 17.1 The Customer shall, except in the case of negligence by the Company, pay to the Company any cost or expense occasioned to it by the improper or excessive detention by the Consignor or Consignee of any vehicle, trailer, container or covering belonging to or under the custody or control of the Company without prejudice to any rights of the Company against any third party in respect of such detention.

## **18 Dispute and claim resolution**

- 18.1 The parties will attempt, in good faith, to resolve any dispute or claim arising out of or relating to these Conditions promptly through negotiations between the respective representatives of the parties who have authority to settle the same.
- 18.2 Subject to clause 18.4, if the dispute or claim is not resolved through negotiation the parties may attempt to resolve the dispute or claim through mediation to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 2 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give an ACR notice to the other party referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 18.3 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ACR notice. Subject

to clause 18.4, no party may commence any court proceedings in relation to any dispute arising out of these Conditions until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

- 18.4 The provisions of clauses 18.1 to 18.3 shall not apply to disputes relating to non-payment or late payment of any charges.

## **19 Confidentiality**

- 19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 19.2.
- 19.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, advisers or Sub-Contractors or agents who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions, or as required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives, advisers or Sub-Contractors or agents to whom it discloses the other party's confidential information comply with clause 19.1.

## **20 Governing law**

- 20.1 The parties shall agree the legal regime under which these Conditions shall be construed and interpreted and the courts which shall have jurisdiction. In the absence of such agreement, the Contract shall be subject to and construed and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.