

TERMS OF BUSINESS FOR THE INTRODUCTION OF CANDIDATES FOR DIRECT EMPLOYMENT OR ENGAGEMENT

Propel London Ltd. (and its successors), a company incorporated under company registration number 04239626 whose registered office is at 55 Greek St, London, W1D 3DT ("Propel").

Please read this document carefully as it sets out the terms and conditions ("Terms") relating to the introduction of candidates by Propel for direct employment or engagement by the Client. For the purposes of these Terms Propel is operating as an Employment Agency.

The Client's rights under these Terms are conditional upon the Client's compliance with the payment terms contained in Clause 6.

1. Definitions

1.1. In these Terms, the following definitions shall apply:

"Client"	means the person, firm or body corporate including any subsidiary or associated company (as defined by the Companies Act 2006) to whom a Candidate is introduced or supplied by Propel;
"Candidate"	means the individual Introduced by Propel to the Client for an Engagement including, but not limited to, any officer, employee or other representative of the Candidate if the Candidate is a limited company, and members of Propel's own staff;
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
"Data Controller"	means (a) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
"Data Protection Legislation"	means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;
"Engagement"	means the engagement, employment or use of a Candidate by the Client or any third party to whom or to which the Candidate was introduced by the Client (with or without the Employment agency's knowledge or consent), on a permanent or temporary basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement or through any other engagement or agreement directly or indirectly and "Engages" and "Engaged" shall be construed accordingly;
"Introduction"	means a) the passing or disclosure of a curriculum vitae or any other information or details about the Candidate; or b) the interview of the Candidate either in person, by telephone, or by other means, whichever is the earlier and "Introduced" and "Introduces" shall be construed accordingly;
"Introduction Fee"	means the fee payable by the Client to Propel in accordance with Clause 5.3 of these Terms.
"Personal Data"	means as set out in, and will be interpreted in accordance with Data Protection Legislation;
"Personal Data Breach"	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate;
"Process"	means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;
"Third Party"	means any company or person who is not the Client. For the avoidance of doubt subsidiaries of the Client (as defined by s. 1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) are included (without limitation) within this definition; and

"Vacancy"	means a specific role/s, work or position that Client requests Propel to submit person for consideration for such role/s work or position.
"Remuneration"	means base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for work (or for services rendered where applicable) to or on behalf of the Client or any Third Party. Where the Client provides a company car, the cash equivalent taxable car benefit value will be added to the salary in order to calculate Propel's fee. For the avoidance of doubt any proportion of the base salary which is commuted, deferred or paid as a golden hello or similar arrangement will be deemed to form part of Remuneration.
"Third Party"	means any company or person who is not the Client. For the avoidance of doubt subsidiaries of the Client (as defined by s. 1159 of the Companies Act 2006) are included in this definition.
"Terms"	means these terms of business as further defined within clause 2;

- 1.2. In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect the interpretation. Save where the context otherwise requires, references to conditions, sub-clauses, clauses and schedules are to conditions, sub-clauses, clauses and schedules of this Agreement.

2. These Terms

- 2.1. These Terms and any attachments constitute the entire agreement between the Client and Propel and shall supersede any previous agreement between the parties relating to the subject matter herein.. No variation will be effective unless agreed in writing by a Director of Propel.
- 2.2. Propel's employees or agents are not authorised to make any representations concerning the Candidate unless confirmed in writing. The Client acknowledges that it does not rely on any such representations unless so confirmed.
- 2.3. These Terms are deemed to be accepted by the Client by virtue of an Introduction to or Engagement by the Client of a Candidate; or the passing of any information about the Candidate by the Client to any Third Party; or the Client's request to interview or interview of a Candidate; or by the Client notifying Propel of details of a vacancy which the Client wishes to fill.
- 2.4. These Terms shall apply to any Engagement of the Candidate irrespective of a) whether such Engagement is the same as the work for which the Candidate was Introduced; or b) whether the Client knew of the Candidate prior to the Introduction.
- 2.5. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work and/or Vacancy as that for which the Introduction was originally effected.
- 2.6. Client authorises the Employment Agency to act on its behalf in seeking a person to meet Client's requirements and, if Client so requests, shall advertise for such a person through such methods as are agreed with the Client and at Client's expense
- 2.7. To the extent that any terms or conditions introduced by the Client purport to cancel these Terms or any part of them they shall be ineffective and these Terms shall prevail.
- 2.8. For the purposes of these Terms, Employment Agency acts as an employment agency as defined within the Conduct Regulations.

3. Obligations of the Client

- 3.1. To enable Propel to satisfy its obligations under the Regulations the Client shall provide Propel with the following information regarding each role it seeks to fill:
 - 3.1.1. the full identity of the Client;
 - 3.1.2. the nature of the Client's business;
 - 3.1.3. the date on which the Client requires a Candidate to commence work and the duration of the work;
 - 3.1.4. the position including type of work to be undertaken by the Candidate, including the location and working hours, any issues relating to health and safety, and details of any steps taken by the Client to control or prevent such health and safety risk;
 - 3.1.5. the experience, training, qualifications and any authorisations which the Client considers are necessary or are required by law or any professional body for a Candidate to possess in order to work in the relevant position;
 - 3.1.6. the period of contractual notice to be given to and required from the Candidate regarding the Appointment;
 - 3.1.7. the level of remuneration and other benefits to be provided to the Candidate and the intervals at which such remuneration or other benefits would be paid;
 - 3.1.8. any expenses payable to the Candidate;
 - 3.1.9. any other information which the Client decides necessary or relevant, to enable Propel to assess the suitability of the Candidate for the position.
- 3.2. Without prejudice to Clause 3.1, the Client acknowledges that it is the Client's sole responsibility to satisfy itself as to the suitability of the Candidate for the work to be undertaken. The Client further agrees that it shall be the Client's sole responsibility to take up appropriate references regarding the Candidate.
- 3.3. The Client confirms that it has all appropriate licences, certificates, and/or other authorities necessary and required by law to undertake the work for which the Candidate is required. It is the Client's responsibility to immediately inform Propel should any licence, certificate and/or other authority required lapse or be rescinded.

- 3.4. The Client shall inform Propel of any information that may affect a Candidate's decision to accept a position, immediately upon the Client becoming aware of such information.
- 3.5. The Client is responsible for ensuring that the Candidate has the legal right to work in the country in which the work will be undertaken, which will include any necessary work permits or other permissions as may be required by law, and for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, for criminal records and or background checks and for satisfying other requirements, qualifications or permissions required by the law and regulations of the country in which the Candidate is engaged to work.
- 3.6. The Client shall notify Propel within 3 working days where it has previously received details from (a) another company; or (b) a person; or (c) the Candidate; or (d) any other source including (without limitation) from social media, job boards or advertisements placed by Client. Client further agrees that if no such notice is given by the Client to Propel then, in the event of Engagement, of the Candidate by Client, howsoever arising, Client agrees to pay Propel a fee in accordance with clause 5. Client agrees that the fee set out in Clause 5 will be payable in full and in line with the Client's obligations under these Terms.
- 3.7. Where Client does so notify Employment Agency in accordance with clause 3.6 above and whereupon Client provides evidence to Employment Agency that such receipt of details by Client is in direct relation to the Vacancy, Client will not be liable to pay Employment Agency a fee for that Candidate in respect of the Vacancy. Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Candidate's details was not in relation to the Vacancy, Client agrees to pay Employment Agency's fee in accordance with clause 5.2.
- 3.8. Client warrants that it shall not, and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 3.8 may cause Employment Agency to breach the Conduct Regulations and/or the Data Protection Legislation and accordingly, Client agrees to indemnify Employment Agency from any and all liability in connection with Client's breach of this clause 3.8.

4. Propel's Obligations

- 4.1. Propel shall use reasonable skill and care in providing suitable Candidates based on the information provided by the Client under Clause 3.1 and accordingly Propel makes no warranty or representation express or implied in respect of any Candidate.
- 4.2. Propel shall use reasonable endeavours to ensure that the information it provides to the Client regarding Candidates is accurate.

5. Fees

- 5.1. The Client agrees to:
 - 5.1.1. notify Propel immediately of any offer of an Engagement which it makes to the Candidate;
 - 5.1.2. notify Propel immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration and terms of the offer to Propel; and
 - 5.1.3. pay Propel's Introduction Fee as calculated in accordance with this Clause 5.3, and within the period specified under Clause 6.3.
- 5.2. The Client shall be liable to pay an Introduction Fee in accordance with Clause 5.3 where:
 - 5.2.1. it makes an offer of Engagement to any Candidate within 12 months of an Introduction by Propel and that offer is accepted by the Candidate; or
 - 5.2.2. it refers any Candidate to any third party within 12 months of an Introduction by Propel to the Client which results in the Engagement of the Candidate by that third party; or
 - 5.2.3. any employee of Propel with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the service of Propel.
- 5.3. Subject to Clauses 5.4 and 5.5 the Introduction Fee shall be calculated as a percentage of the Candidate's Remuneration in the first 12 months of the Engagement as follows:
 - 5.3.1. Where the Remuneration is less than £100,000 per annum the Introduction Fee shall be the equivalent of 25% of the remuneration, and
 - 5.3.2. Where the Remuneration is more than £100,000 per annum the Introduction Fee shall be the equivalent of 30% of the remuneration.
- 5.4. In the event that the Engagement is for a fixed term of less than 12 months, the Introduction Fee will be calculated on a pro-rata basis. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 3 months of the termination of the first Engagement the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- 5.5. The minimum Introduction Fee payable by the Client to Propel will be £500. Introduction Fees as specified in Clause 5.3 may be varied from time to time by prior agreement in writing by a Director of Propel.
- 5.6. Where a non-guaranteed bonus or commission is expected to exceed 20% of the expected annual remuneration of a Candidate, Propel reserves the right to agree in advance of the Engagement with the Client a nominal annual remuneration that reflects likely earnings.
- 5.7. Where the Client fails to notify Propel of the Remuneration applicable to the Engagement, Propel shall calculate the Fee in accordance with Clause 5.3 based on the maximum proposed remuneration for the applicable position as notified by the Client, or if no remuneration was notified Propel shall use the comparable current market rate.

- 5.8. Where an offer of employment has been made in writing by a Client and is subsequently withdrawn by the Client after acceptance by the Candidate through no fault of the Candidate, Client agrees to indemnify and hold harmless Employment Agency from any all liability in connection with Client's withdrawal of such an offer. Further, the following Introduction Fee will be payable by the Client:
- 5.8.1. where the Remuneration is less than £20,000 per annum the Introduction Fee shall be the equivalent of 5% of the intended Remuneration;
- 5.8.2. where the Remuneration is more than £20,000 per annum the Introduction Fee shall be the equivalent of 7.5% of the intended Remuneration.

6. Terms of Payment

- 6.1. Time shall be of the essence for all payments due by the Client under these Terms.
- 6.2. Propel shall render an invoice to the Client on or after commencement of the Engagement.
- 6.3. In the event of an Engagement the Client shall pay the Introduction Fee (as calculated in accordance with Clause 5.3) within 30 calendar days of the date of invoice. All invoices shall be paid by electronic transfer into Propel's bank account, as detailed on the invoice.
- 6.4. Where agreed by Propel in advance in writing the Client may make payment of invoices by cheque or by using PayPal. In such circumstances a surcharge of 5% will be added to the invoice total, and all invoices are payable by the Client within 15 calendar days of the date of invoice.
- 6.5. The Client will be deemed to have accepted an invoice in full if it fails to notify Propel in writing to the contrary within 5 days from date of receipt. In the event that the Client reasonably disputes an invoice, or any element of an invoice, then the Client agrees to pay the undisputed element of such invoice on or before the due date for payment, in accordance with Clause 6.3 above, cooperate fully with Propel to reach agreement in relation to the disputed element as quickly as possible, and once resolved pay such outstanding amount within 5 working days of such agreement.
- 6.6. Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Propel under or in connection with these Terms.
- 6.7. Where the Client requires Propel to include the Client's purchase order details on an invoice the Client agrees to provide Propel with such purchase order before the commencement of the Engagement. Where the Client does not provide purchase order details by this time Propel shall render an invoice to the Client without the Client's purchase order details, and the Client shall not delay payment due to the lack of this information.
- 6.8. If the Client fails to make any payment on the due date, then without prejudice to any right or remedy available, Propel shall be entitled to:
- 6.8.1. charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and reserves the right to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013, and
- 6.8.2. recover costs incurred in pursuing recovery of the payment due and any interest thereon, and
- 6.8.3. disallow all or part of any discount or rebate on the rate charged for the Introduction Fee (as calculated in accordance with Clause 5.3) or any other such allowance as may have been granted to the Client.
- 6.9. All invoices shall be subject to the appropriate rate of Value Added Tax together with any such other Tax or Surcharge as shall be required by HM Revenue and Customs from time to time.

7. Expenses

By prior agreement the Client will be directly responsible for the reimbursement of Candidate travel and accommodation expenses for interviews or meetings with the Client. In the event that Propel reimburses the Candidate for such expenses on behalf of the Client, Propel reserves the right to reclaim the cost of this agreed expense from the Client. Propel shall render an invoice to the Client for all such expenses on or after the expense has been incurred, and the Client shall pay such invoices in accordance with Clause 6.3.

8. Rebate

- 8.1. Where the Engagement terminates within 12 weeks (84 calendar days) of the start of the Engagement and provided that the Client has complied with its obligations under Clauses 5.1 and 6.3 Propel will pay to the Client a rebate of the Introduction Fee as follows:
- 8.1.1. where the Candidate leaves between 1 and 28 calendar days after the start of the Engagement 75% of the Introduction Fee will be repayable;
- 8.1.2. where the Candidate leaves between 29 and 56 calendar days after the start of the Engagement 40% of the Introduction Fee will be repayable; and
- 8.1.3. where the Candidate leaves between 57 and 84 calendar days after the start of the Engagement 10% of the Introduction Fee will be repayable.
- 8.2. Without prejudice to Clause 8.1 Propel shall be under no responsibility to rebate the Introduction Fee to the Client where the Engagement was terminated by the Candidate due to the Candidate having to work under unreasonable conditions or conditions materially different from those communicated at the time of the offer or stated in the contract of employment or due to the Candidate being made redundant.
- 8.3. To qualify for a rebate to be paid the Client must inform Propel of the termination of the Engagement in writing within 5 days of the Engagement ending.
- 8.4. Where the Client subsequently re-engages the Candidate in whatever role or capacity and howsoever engaged, either directly or indirectly, then the Client shall repay any rebate within 5 days of the re-engagement.

9. Termination

- 9.1. Either party may terminate these Terms forthwith if there is a material or persistent breach by the other party of any term of this Agreement which is not remediable, or if it is remediable has not been remedied within seven (7) days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied.
- 9.2. Either party may terminate these Terms forthwith in the event that either party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed.
- 9.3. In the event of termination of these Terms the Client shall continue to be bound by these Terms with regard to any Candidates Introduced but not Engaged. For the avoidance of doubt the Client shall be liable to pay Propel an Introduction Fee for any Candidate Engaged after the termination of this agreement in accordance with these Terms.
- 9.4. These Terms may be terminated by either party for convenience by serving 3 months notice in writing.
- 9.5. Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 3.8, 5, 6, 8.4, 11, 12, 13, 14, 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

10. Equal Opportunities

- 10.1. Propel is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

11. Liabilities & Indemnities

- 11.1. Neither party's liability is excluded or limited by these Terms for a) death or personal injury caused by its negligence or the negligence of its employees or agents; or b) anything which cannot be excluded or limited at law.
- 11.2. Subject to Clause 11.1 Propel shall not be liable under any circumstance for any loss, expense, damage, delay, action, costs or compensation whether direct, indirect or consequential which may be suffered or incurred by the Client arising from or in any way connected or associated with Propel or its employees seeking any Candidate for the Client or from the Introduction or Engagement of any Candidate by the Client or from the failure of Propel to Introduce any Candidate.
- 11.3. Subject to Clause 11.1, the Client shall indemnify and keep indemnified on a continuing basis Propel against any actions, costs (including but not limited to legal costs), expenses, damages, claims and all other liabilities incurred either directly or indirectly by Propel howsoever arising out of or in connection with these Terms, including but not limited to a) any breach of these Terms by the Client, its employees, or agents; b) any breach of any statutory provisions by the Client, its employees, agents, or any Third Party; and c) any unauthorised disclosure of any information or details about the Candidate by the Client, its employees, agents, or any Third Party.
- 11.4. The Employment Agency shall use reasonable endeavours to ensure Candidate has the required standard of skill, experience and necessary qualifications as stated in the Vacancy; nevertheless, Employment Agency is not liable for any loss, expense, damage, or delay, arising from and in connection with any failure on the part of the Employment Agency or of Candidate to evidence such to Client nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of Candidate.
- 11.5. Propel shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- 11.6. Save as required by law, the sole aggregate liability of Propel arising out of or in connection with these Terms is limited to [£10,000.00].

12. Confidentiality

- 12.1. All information contained within these Terms will remain confidential and the Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 12.2. The Client shall not without the prior written consent of the Employment Agency provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise

13. Data Protection

- 13.1. For the purposes of this clause 13 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 13.2. The parties hereto acknowledge that Employment Agency is a Data Controller in respect of the Personal Data of Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 13.3. The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 13.4. The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Employment Agency or by Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

- 13.5. The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 13.6. Client will –
- 13.6.1. comply with instruction of the Employment Agency as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Employment Agency, Client will set out their legal basis for the request of such data and accept that Employment Agency may refuse to share/transfer such Personal Data where, in the reasonable opinion of Employment Agency, it does not comply with its obligations in accordance with Data Protection Legislation;
- 13.6.2. not cause the Employment Agency to breach any of their obligations under the Data Protection Legislation.
- 13.7. In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Employment Agency and will provide Employment Agency with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Employment Agency reasonably requests relating to the Personal Data Breach.
- 13.8. In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Employment Agency may request to
- 13.8.1. investigate and defend any claim or regulatory investigation;
- 13.8.2. mitigate, remedy and/or rectify such breach; and
- 13.8.3. prevent future breaches.
- and will provide Employment Agency with details in writing of all such steps taken.
- 13.9. Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Agency.
- 13.10. Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.
- 13.11. Client will provide evidence of compliance with clause 13 upon request from Employment Agency.
- 13.12. Client will indemnify and keep indemnified Employment Agency against any costs, claims or liabilities incurred directly or indirectly by Employment Agency arising out of or in connection with any failure to comply with clause 13.
- 14. General**
- 14.1. Propel reserves the right to vary these Terms by giving one week's notice to the Client.
- 14.2. The Client shall not be entitled to assign any terms of the agreement between itself and Propel unless Propel agrees to such assignment in writing.
- 14.3. Failure or delay by Propel in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any of its rights under these Terms.
- 14.4. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 14.5. Any reference to legislation, statute, act or regulation will include any revisions, reenactments or amendments that may be made from time to time.
- 14.6. None of these Terms shall be enforceable by a third party (being any person other than the parties) under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15. Notices**
- 15.1. Any notice to be given hereunder shall be in writing. Notices may be given by either party by personal delivery, post, or email addressed to the other party at its registered office for the time being and any such notice given by letter or email shall be deemed to have been served at the time at which the letter was delivered personally or transmitted or if sent by post would be delivered in the ordinary course of post.
- 16. Applicable Law**
- 16.1. These Terms shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute arising from these Terms or its subject matter.