

Terms and Conditions for the exchange of RideLondon 2025 entries for TCS London Marathon Charity entries

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement (“**Agreement**”) the following terms have the following meanings:
- 1.1.1 “**Charges**”: the charges paid by Charity to LMEL under the Charity Agreement for the RideLondon Rollover Entries that have been Exchanged pursuant to this Agreement;
- 1.1.2 “**Charity Agreement**”: the agreement between LMEL and the Charity for the purchase of the RideLondon Rollover Entries, as detailed in the Online Form;
- 1.1.3 “**Commencement Date**”: the date on which the completed Online Form is submitted;
- 1.1.4 “**Data Protection Legislation**”: the UK GDPR (which merges the Data Protection Act 2018 and the UK’s retained sections of the General Data Protection Regulation ((EU) 2016/679)), as amended or updated from time to time and any successor legislation to the UK GDPR or the Data Protection Act 2018;
- 1.1.5 “**Exchange**”: shall have the meaning given to it in clause 5.1 and “**Exchanged**” shall be construed accordingly;
- 1.1.6 “**Edition**”: any edition of the Event;
- 1.1.7 “**Entries**” means the entries purchased by Charity as part of the Exchange and as provided by LMEL for each Edition of the Event. The term “**Entry**” shall be construed accordingly;
- 1.1.8 “**Entry Terms**”: the terms and conditions of entry to the Event, which can be found [here](#);
- 1.1.9 “**Event**”: the event organised by LMEL currently known as the ‘TCS London Marathon’ (or such other name(s) as LMEL shall advise Charity from time to time during the Term).
- 1.1.10 “**Force Majeure Event**”: means any circumstance not within a Party’s reasonable control including: (a) acts of God, abnormally inclement weather, extreme weather (e.g. extreme heat), flood, lightning, storm, drought, earthquake or other natural disaster; (b) epidemic, pandemic or infectious disease; (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, court, competent national authority or governing body, including cancelling a public event, imposing capacity restrictions, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) solely where LMEL is seeking to rely on clause 11, non-performance by suppliers or subcontractors to LMEL; (h) a death of a member of the British royal family; (i) athlete boycott; (j) interruption or failure of utility service but excluding any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on clause 11, or companies in the same group as that Party); and (k) solely where LMEL is seeking to rely on clause 11, non-performance by suppliers, consultants or subcontractors to LMEL);
- 1.1.11 “**Intellectual Property Rights**”: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.1.12 “**LMEL**”: London Marathon Events Limited incorporated and registered in England with company number 01528489 whose registered office is at 190 Great Dover Street, London, England, SE1 4YB;
- 1.1.13 “**Listing(s)**”: the final published listing(s) on the Platform(s) that will promote the Charity for the Event;
- 1.1.14 “**Listing Copy**”: any materials supplied by or on behalf of Charity (including the Charity Marks) or produced for the Charity in the form intended for publication as part of a Listing by LMEL on the Platform;
- 1.1.15 “**Online Form**”: LMEL’s online form detailing the Exchange;
- 1.1.16 “**Party**”: each of Charity and LMEL and the term “**Parties**” shall be construed accordingly;
- 1.1.17 “**Permitted Transferees**”: shall have the meaning given to it in clause 7.5;
- 1.1.18 “**Platform(s)**”: the Event website(s) and/or entry systems to be specified by LMEL for the publication of the Listings;
- 1.1.19 “**Proposed Transferees**”: shall have the meaning given to it in clause 7.1.1;
- 1.1.20 “**Privacy Policy**”: LMEL’s privacy policy which can be found at <https://www.tcslondonmarathon.com/more/privacy-policy>.
- 1.1.21 “**Publication Date**”: the date which the Listing is published on the Platform;



- 1.1.22 **“Registration System”**: LMEL’s system allowing submission of Proposed Transferees and registration of Permitted Transferees;
- 1.1.23 **“RideLondon”**: the event currently organised by LMEL currently known as the 'Ford RideLondon' (or such other name(s) as LMEL shall advise Charity from time to time);
- 1.1.24 **“RideLondon Rollover Entries”**: entries to RideLondon (with the exception of any RideLondon Standard Entries for RideLondon) in 2024 which are capable of being rolled over to the following edition of RideLondon;
- 1.1.25 **“RideLondon Standard Entries”**: any entries to RideLondon which are not RideLondon Rollover Entries, purchased by the Charity for the 2024 edition of RideLondon;
- 1.1.26 **“Rights”**: the rights granted by LMEL to Charity relating to the Entries, specifically means in respect of each Entry, one (1) guaranteed free place per participant on an Event training day (typically referred to as 'Meet Our Experts') to be scheduled by LMEL in its sole discretion;
- 1.1.27 **“Services”**: the services that LMEL provides in relation to the Listings;
- 1.1.28 **“Term”**: shall have the meaning given to it in clause 3;
- 1.1.29 **“Year”**: means each calendar year of the Term (or part thereof).
- 1.2 Section headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This Agreement shall be binding on, and ensure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes email.
- 1.10 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2 OTHER APPLICABLE TERMS**
- 2.1 In addition to these Terms and Conditions the following terms and conditions shall apply to the application and use of the Entries, Rights and Services and are deemed incorporated into these Terms and Conditions:
- 2.1.1 Entry Terms; and
- 2.1.2 Privacy Policy.
- 3 BASIS AND TERM OF CONTRACT**
- 3.1 Any Charity which applies for an Exchange unconditionally and irrevocably agrees to be legally bound by and to comply with these Terms and Conditions at all times. Each applicant accepts and acknowledges that making an application for an Exchange does not automatically entitle such Charity to an Exchange.
- 3.2 Submission of a completed Online Form by Charity constitutes an irrevocable offer by Charity to accept the Exchange from LMEL under these Terms and Conditions.
- 3.3 The completed Online Form shall only be deemed to be accepted by LMEL if LMEL submits an invoice to Charity, confirming the number of Entries pursuant to the Exchange to be granted (in LMEL’s sole discretion).
- 4 TERMINATION OF CHARITY AGREEMENT**
- 4.1 In consideration of the Exchange, LMEL and Charity agree that the Charity Agreement is terminated with effect from the Commencement Date.



4.2 LMEL and Charity release and discharge the other from all claims or demands under or in connection with the Charity Agreement (including with respect to the RideLondon Entries), whether arising before or on the Commencement Date. In particular, but without limitation, Charity accepts and acknowledges that any RideLondon Rollover Entries purchased under the Charity Agreement shall lapse.

4.3 Charity accepts and acknowledges that LMEL's sole role under this Agreement is set out in clauses 4.1 and 4.2 and LMEL shall not be liable for the failure of LMEL to comply with any of its obligations hereunder.

5 EXCHANGE

5.1 With effect from the Commencement Date (and in accordance with clause 5.2), the Parties hereby agree to exchange the RideLondon Rollover Entries with the number of Entries detailed in the Online Form (the "**Exchange**"),

5.2 With respect to the Exchange, the Parties agree as follows:

5.2.1 The Exchange shall:

- (a) exclude any RideLondon Standard Entries for RideLondon in 2025; and
- (b) permit the Charity to exchange two (2) RideLondon Rollover Entries for one (1) Entry, as shall be notified to Charity pursuant to clause 5.1.

5.2.2 Any pre-2024 RideLondon Rollover Entries are not included in the Exchange as the Charity Agreement made it clear that RideLondon Rollover Entries can only be rolled-over for one year (for example, any RideLondon Rollover Entries held by Charity for RideLondon in 2024 would roll over to RideLondon 2025 only (and had to have been used at RideLondon 2025));

5.2.3 Only RideLondon Rollover Entries for 2025 are included in the Exchange and places gained through other means are not included in the Exchange; and

5.2.4 The Charity:

- (a) shall be entitled to use its total allocation of eligible Entries in the Exchange at either the 2025 or 2026 Editions only; and
- (b) where it holds an odd number of RideLondon Rollover Entries, shall be refunded for the remaining entry (for example, where a Charity holds eleven (11) RideLondon Rollover Entries, it shall receive five (5) Entries for an Edition and be entitled to a refund for one (1) RideLondon Rollover Entry).

5.3 The provision and use of the Entries received by Charity pursuant to the Exchange shall be governed by the terms of this Agreement.

6 OBLIGATIONS OF CHARITY

6.1 Charity undertakes, represents and warrants that it shall throughout the Term:

6.1.1 provide LMEL such information as LMEL may request from time to time for the purpose of providing the Services, Rights and Entries;

6.1.2 co-operate with LMEL and any third-party suppliers of LMEL in all matters relating to the Entries and comply with all reasonable requests from time to time from LMEL;

6.1.3 take all reasonable steps to protect the integrity of LMEL and the Event; and

6.1.4 comply with all applicable laws, statutes, regulations and codes from time to time in force, including the Bribery Act 2010 and the Modern Slavery Act 2015.

6.2 Charity undertakes and represents that it is a registered charity and shall remain as a registered charity throughout the Term.

7 ENTRIES

7.1 Subject always to:

7.1.1 Charity obtaining all necessary permissions under the Data Protection Legislation to allow it to provide LMEL with details of each individual to whom it wishes to transfer any Entries in any Year ("**Proposed Transferee**");

7.1.2 Charity ensuring that the Proposed Transferee accepts and understands the manner in which LMEL will obtain, use and process their personal data, as detailed in the Privacy Policy; and

7.1.3 Charity's continued compliance with the Data Protection Legislation,

Charity shall provide LMEL with the name and email address (and any other information reasonably required by LMEL) of each Proposed Transferee by no later than the date specified by LMEL in each Year.

7.2 Charity accepts and acknowledges that any personal data provided by Charity to LMEL shall be processed in accordance with the Privacy Policy and by entering into this Agreement, Charity confirms that it has read and understood the provisions of the Privacy Policy.



- 7.3 LMEL shall send to each Proposed Transferee a link to a form on the Registration System ("**Application Form**") to complete and Charity shall procure that the Proposed Transferee shall complete the Application Form within the timeframe specified by LMEL from time to time in each Year ("**Deadline**").
- 7.4 Charity shall be permitted to change the identity of the Proposed Transferee at any time before the Deadline but not after the Deadline.
- 7.5 Subject to clause 7.6, if LMEL approves a Proposed Transferees, each such Proposed Transferee shall be permitted to use the Entries in that Year ("**Permitted Transferee**").
- 7.6 For the avoidance of doubt, LMEL has the right in its absolute discretion to refuse to permit the transfer of any Entries to any Proposed Transferee, to withdraw any such approval and/or to grant such approval on such terms as it thinks fit.
- 7.7 Charity undertakes to provide accurate details of the fundraising amount raised by each Permitted Transferee to LMEL within 2 months following the applicable Edition in that Year.
- 7.8 The use and transfer of the Entries are subject to the following restrictions and Charity represents, undertakes and warrants that it shall, and shall procure that each Permitted Transferee shall, comply with such restrictions:
- 7.8.1 A Charity shall only transfer Entries to a Permitted Transferees.
- 7.8.2 Subject to clause 7.4, Permitted Transferees shall not be permitted to further transfer Entries.
- 7.8.3 Entries shall not be sold, offered for sale or transferred to any other charity, firm or company.
- 7.8.4 Entries shall not be used in any way in connection with, or as part of any premium, competition, lottery or promotion save one that is approved in writing in advance by LMEL and: (a) open only to employees of Charity; or (b) where the whole of the proceeds go to Charity.
- 7.8.5 A Charity shall not enter into any promotion with any third party using the Entries without the prior written approval of LMEL.
- 7.8.6 A Charity shall not engage in joint promotions with any third party in relation to the Event or Entries without LMEL's prior written consent.
- 7.8.7 Only Charity may publicise the availability of its Entries to the public in the media (including social media) and only then in such form as LMEL shall approve in advance in writing.
- 7.8.8 Entries shall only be used by Permitted Transferees who are 18 years or older at the date of the applicable Edition.
- 7.8.9 LMEL reserves the right in its absolute discretion to refuse to allow entry to the Event to any person.
- 7.8.10 Charity shall be responsible for ensuring the fitness and suitability for the Event of each Proposed Transferee and Permitted Transferee.
- 7.8.11 Entries shall only be valid if the Application Form is correctly completed by the Proposed Transferee before the applicable Deadline.
- 7.8.12 The use of the Entries is subject to the Event's standard terms and conditions from time to time.
- 7.8.13 Entries cannot be used as part of a hospitality or travel package without the advance written consent of LMEL.
- 7.8.14 Charity shall use the full name of the Event in all publications, postings and documents (including any title sponsor or presenting partner name, if applicable).
- 7.9 Subject always to clause 11.3, if Entries are unused by Charity in any Year, Charity cannot roll over such Entries to the subsequent year. No refunds shall be given, or payments made, by LMEL for any Entries unused at the end of the Term. For the avoidance of doubt, Charity shall not be permitted to roll-over any Entries should LMEL terminate this Agreement pursuant to clause 12.
- 7.10 Charity accepts and acknowledges that the Entries cannot be used, and the Rights cannot be exercised, where any monies due to be paid to LMEL by Charity (under this Agreement, Charity Agreement or any other agreement) remain due and unpaid.

8 INTELLECTUAL PROPERTY

- 8.1 LMEL shall retain ownership of all Intellectual Property Rights relating to LMEL and the Event, including their names and logos and the Registration System.
- 8.2 Charity shall:
- 8.2.1 use its best endeavours not to damage (or allow to be damaged) LMEL's Intellectual Property Rights or goodwill.
- 8.2.2 not use LMEL's Intellectual Property Rights in any form without the prior written consent of LMEL.
- 8.3 This Agreement does not constitute an 'Official Charity', 'Official Sponsor' or 'Official Partner' agreement and Charity shall in no way and under no circumstances represent itself as an official charity, sponsor or partner, to LMEL and/or the Event or being associated with or endorsed by LMEL.

9 INDEMNITY

- 9.1 Charity shall keep LMEL indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by LMEL as a result of or in connection with any claim (whether actual or threatened) made against LMEL by a third party arising out of, or in connection with:
- 9.1.1 where Charity has purchased Listing(s) (as indicated in the Online Form), the publication of any Listing, including for actual or alleged infringement of a third party's Intellectual Property Rights; and
- 9.1.2 any breach of the warranties set out in clause 9.1.
- 9.2 This clause 9 will survive expiry or termination of the Agreement.

10 CONFIDENTIALITY

- 10.1 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 or of any member of the group of companies to which the other Party belongs, except as permitted by clause 10.2.
- 10.2 Each Party may disclose the other Party's confidential information:
- 10.2.1 to its employees, officers, representatives or advisers 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 this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 10; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 10.4 Neither Party shall make any announcement about this Agreement or its terms without the prior consent of the other Party. Charity may not disclose any information, confidential or otherwise, about its association with LMEL or the Event via any form of media (including the internet or social media) without the prior approval of LMEL.

11 FORCE MAJEURE

- 11.1 Any Party that is subject to a Force Majeure Event shall not be in breach of this Agreement and shall be excused from performance under this Agreement while and to the extent they are unable to perform due to any Force Majeure Event, provided that it:
- 11.1.1 as soon as reasonably practicable notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 11.1.2 could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 11.1.3 has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 11.2 If the effect of a Force Majeure Event continues for a continuous period of 4 months or longer, each Party shall have the right to terminate this Agreement upon written notice to the other Party (save that a decision by LMEL to cancel or reschedule, or alter the format of, an Edition in accordance with clause 11.3 shall extinguish the termination right set out in this clause 11.2 and the provisions of clause 11.3 shall apply). Excuse from performance does not extend the Term. This termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring before termination.
- 11.3 Where such action becomes necessary and/or advisable (in LMEL's reasonable opinion) due to a Force Majeure Event, Charity accepts and acknowledges that LMEL shall be permitted in its sole discretion by serving notice on Charity to:
- 11.3.1 reschedule any Edition to a date that falls within the Term or 7 months thereafter. Charity accepts and acknowledges that should LMEL so reschedule any such Edition, the Entries that were due to be used at the postponed Edition shall instead apply to the rescheduled Edition, and no refund shall be due to Charity;
- 11.3.2 cancel any Edition. Subject to clause 11.3.3, where an Edition is cancelled (without prejudice to their rights and liabilities arising before this cancellation) the Parties shall, in respect of the period following LMEL's cancellation notice, thereafter be relieved of their rights and obligations under this Agreement in respect of that Edition. Charity accepts and acknowledges that should LMEL so cancel any Edition, LMEL can either refund Charity the Charges pertaining to the Entries (that were Exchanged for the RideLondon Entries) that Charity was unable to use or exercise or allow the Entries to be applicable to a different Edition;
- 11.3.3 alter the format of any Edition. Charity accepts and acknowledges that should any change in the format of an Edition mean that any Entries that were due to be used at such Edition, are unable to be used at such Edition (in the reasonable opinion of LMEL), LMEL shall have the option of either: (a) permitting Charity to use the Entries at another Edition, in which case no refund shall be due to Charity; and/or (b) refund Charity the Charges pertaining to the Entries (that were Exchanged for the RideLondon Entries) that Charity was unable to use or exercise.
- 11.4 LMEL shall not be in breach of this Agreement by virtue of taking any of the actions permitted under clause 11.3.

12 TERMINATION

- 12.1 Either Party has the right to terminate this Agreement at any time if the other Party commits a material or persistent breach of this Agreement which is incapable of remedy or which it fails to remedy within 14 days of written notice from the other Party:
- 12.2 LMEL has the right to terminate this Agreement with immediate effect by giving written notice to Charity in the event that:
- 12.2.1 Charity becomes insolvent, has appointed a receiver, administrative receiver or administrator of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or is the subject of a resolution passed for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);
 - 12.2.2 Charity commits fraud, or Charity acts in any manner which in the opinion of LMEL brings or is likely to bring LMEL, the Event or RideLondon into disrepute or is materially adverse to the interests of LMEL; and/or
 - 12.2.3 Charity ceases to be a registered Charity.
- 12.3 On termination of this Agreement for any reason:
- 12.3.1 Charity's (and any Permitted Transferee's) rights to use the Entries shall immediately cease;
 - 12.3.2 the accrued rights, remedies, obligations and liabilities of the Parties as at termination will not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
 - 12.3.3 clauses which expressly or by implication have effect after termination will continue in full force and effect.

13 LIMITATION OF LIABILITY

- 13.1 Subject to clause 13.5, LMEL shall not be liable to Charity under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of this Agreement due to a Force Majeure Event.
- 13.2 Subject to clause 13.5, where Charity has purchased Listing(s) pursuant to the Exchange (as indicated in the Online Form), LMEL disclaims all liability for any damage, special, indirect or consequential loss, occasioned by error, late publication or the failure of a Listing to appear from any cause whatsoever.
- 13.3 Subject to clause 13.5, under no circumstances shall LMEL be liable to Charity for any of the following, whether in contract, tort (including negligence) or otherwise:
- 13.3.1 any indirect or consequential losses;
 - 13.3.2 loss of revenue or anticipated revenue;
 - 13.3.3 loss of savings or anticipated savings;
 - 13.3.4 loss of business opportunity;
 - 13.3.5 loss of profits or anticipated profits; or
 - 13.3.6 loss of wasted expenditure.
- 13.4 Subject to clause 13.5, LMEL's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of LMEL's obligations under this Agreement, in respect of any one or more incidents or occurrences during the Term, shall be limited to a sum equal to the amount of the Charges.
- 13.5 Neither Party excludes or limits its liability to the other Party for death or personal injury caused by its negligence, or in respect of any other liability to the extent that it cannot be excluded or limited as a matter of law.

14 NOTICES

- 14.1 Any notice authorised by this Agreement must be in writing, may be given by hand or sent by first class post, recorded or registered delivery to the other's address as shown in the Front Sheet of this Agreement, or sent by e-mail to the Chief Executive or Managing Director of the other Party.
- 14.2 Any notice sent by post will be deemed given on the third day after it was posted. Proof that the notice or other information was properly addressed, sent first class, recorded or registered delivery will be sufficient evidence that such notice has been duly given. Any notice sent by e-mail will be deemed given on the date of transmission.

15 GENERAL

- 15.1 Charity may not novate, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of LMEL.



- 15.2 Any waiver by either Party of a breach of any provision of this Agreement will not be considered as a waiver of any subsequent breach of the same or any other provision. No oral variation of the terms of this Agreement will be binding. A variation will be binding only if made in writing and signed by a duly authorised officer of Charity and a LMEL.
- 15.3 No person who is not Party to this Agreement will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause 15.3 does not affect any right or remedy that exists or is available other than pursuant to said Act. Nothing in this Agreement will be deemed to create or imply the existence of partnership or joint venture between the Parties.
- 15.4 This Agreement constitutes the entire understanding between the Parties and all previous agreements whether written, oral or implied between the Parties will cease to be effective. Neither Party shall have any remedy in respect of misrepresentation or untrue statement made by the other Party unless and to the extent that a claim lies for breach of the terms of this Agreement. This clause 15.4 does not preclude liability for fraudulent misrepresentation.
- 15.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 15.5 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.6 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).