

VR Team Building
USA AND WORLDWIDE

Terms and Conditions

Rental Terms and Conditions

1. DEFINITIONS

1.1. In these terms and conditions ("**Conditions**") the following expressions shall have the meanings ascribed to them below:

- a) "**Agreement**" means the agreement between the Company and the Hirer for the supply and rental of the Equipment and any Software;
- b) "**Client**" means any third party that the Hirer may leave equipment with;
- c) "**Company**" means Virtual Reality Learning Ltd. (company number 10682002) whose Registered Office is at 3 The Courtyard, Timothys Bridge Road, Stratford-Upon-Avon, England, CV37 9NP ("**VRL**");
- d) "**Company's Premises**" means the premises of the Company at its Registered Office or such other premises as may be notified to the Hirer;
- e) "**Delivery**" means the exact date and time that the Hirer takes possession of the Equipment whether in person or acceptance of the delivery of the Equipment by post or courier;
- f) "**Delivery Date**" means the date agreed between the parties pursuant to the Rental Schedule for the collection or delivery of the Equipment;
- g) "**Equipment**" means the hardware, software, manuals, documentation, accessories, or articles or any of them (including any replacements or renewals thereof, additions thereto and substitutions thereof) described in the Schedule;
- h) "**Hirer**" means the company, individual or other legal entity with whom the Agreement is made by the Company;
- i) "**Rental Charges**" are as outlined in the Rental Schedule;
- j) "**Rental Period**" is as defined in clause 2.2;

- k) **“Return”** means the exact date and time that the Company takes repossession of the Equipment whether in person or acceptance of the delivery of the Equipment by post;
- l) **“Return Date”** means the date specified in the Contract as the date and time for the return of the Equipment to the Company or such other date and time as the parties may hereafter agree;
- m) **“Rental Schedule”** means the schedule to these Conditions that outlines the specifics of the rental agreed between the Company and the Hirer; and
- n) **“Software”** means any software including documents and programs provided with the Equipment.

1.2. These Conditions shall be incorporated into the Agreement for the rental of Equipment to the exclusion of all other terms and conditions and communications between the Company and the Hirer. In the case of any inconsistency between these Conditions and the Rental Schedule the provisions of these Conditions shall prevail.

2. DELIVERY AND RETURN

2.1 Notwithstanding that the Company may have given a detailed quotation to the Hirer no order shall be binding on the Company unless and until it has been accepted by the Company as evidenced by its signature on the Rental Schedule and Rental Charges have been paid for in full.

2.2 The Rental Period shall begin on Delivery and shall end on Return. The Parties must agree in writing to any extension of the Rental Period.

2.3 Although the Company will make its best efforts to deliver the Equipment at the agreed time on the Delivery Date, the Company takes no responsibility for any delays in the time of Delivery, or where Delivery is delayed due to a Force Majeure event as defined herein. Time of Delivery shall not be of the essence of this Agreement.

2.4 It is the responsibility of the Hirer to inspect the Equipment immediately on Delivery and to notify the Company within 24 hours of Delivery by email if the Equipment is missing, defective or otherwise not in accordance with the Agreement. If no such notification is given the Equipment shall be deemed to be complete and in good order and condition and fit for the purpose for which it is required by the Hirer and the Hirer shall be bound to accept and pay for the same accordingly.

2.5 The Equipment must be returned to the Company:

- a) on the Return Date unless an extension to the Rental Period has been agreed pursuant to clause 2.2 hereof;
- b) in person by the Hirer, by using a guaranteed delivery service with insurance or by using the delivery service as directed by the Company. The Hirer must provide proof of the return of the Equipment where requested by the Company; and
- c) in the same condition the Equipment was in on Delivery.

2.6 Where any Equipment is missing or damaged upon Return a fee being the cost of repair or where applicable the total retail cost of replacement of the Equipment shall be charged to the Hirer.

2.7 Title and the risk of loss, theft, damage or destruction of the rental shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any extension thereof, or further time during which the rented equipment is in the possession, custody or control of the Hirer (Risk Period) until Return.

3. CANCELLATIONS

3.1 The Hirer may cancel any agreed rental by providing notice in writing to the Company of their intention to cancel.

3.2 Any cancellation of an agreed rental shall be subject to a cancellation fee as follows:

- a) where a notice of cancellation is received by the Company at least seven (7) days before Delivery Date the Hirer shall pay a cancellation fee of 50 % of the total Rental Charges; and
- b) where a notice of cancellation is received by the Company less than three (3) days before Delivery Date the Hirer shall pay a cancellation fee of 70 % of the total Rental Charges.

4. CONDUCT OF THE RENTAL

4.1 The Hirer hereby agrees and acknowledges its obligations to:

- a) to use the Equipment in a proper manner, with all reasonable care, and to operate the Equipment in accordance with any instructions issued for it by either the manufacturer or the Company, including but not limited to any health and safety instructions;
- b) use the Software only with the Equipment with which it is rented and not to copy, in whole or in part (other than for use on such Equipment), alter, adapt, modify or translate the Software nor to communicate the Software to any third party other than those of its employees and agents who are directly engaged in the use of the Software with such Equipment on the Hirer's behalf. The Hirer agrees to destroy any authorized copies of the Software at the end of the Rental Period;
- c) to allow the Company or its duly authorised agent or representative upon reasonable notice at any time access to inspect, repair and service the Equipment;
- d) not make any alterations, modifications or technical adjustments, or make or attempt to make any repairs to the Equipment without the prior written consent of the Company;
- e) with respect to VR headsets, unless agreed in advance with the Company, not to install personal user accounts or make any alterations, modifications or technical adjustments to the headset. Should a VR headset need to be reset as a result of the Hirer installing a personal user account, the Company reserves the right to charge the Hirer GBP 200 to reset each headset. Following reasonable attempts by the Company to reset the headset and if the headset is rendered permanently unusable at the Company's sole discretion, the Hirer shall be liable for the cost of replacing such headset at its full retail price;
- f) on occasion the Software may require to be updated during the Rental Period. Where the Hirer receives notification from the Software that it requires to be updated the Hirer will not make such updates, but shall contact the Company to obtain its authorisation to update the same or allow the Company to update the same pursuant to subclause 4.1 (c)
- g) having regard to subclause 4.1 (c) maintain at its own expense the Equipment in good repair and in an operating condition equivalent to its operation condition on Delivery.
- h) pay for any theft, loss, repair for any damage to the Equipment at full retail

price caused by misuse or any accidental damage, such damage and costs to be determined by the Company in its sole discretion.

- i) not to use or permit the Equipment to be used in contravention of any statutory provision or regulation or in any way contrary to law;
- j) not to sell or offer for sale, assign, mortgage, pledge, sublet or transfer the Equipment;
- k) not to move the Equipment to a different address from that which the Equipment was delivered or any alternative address notified to the Company as the address at which the Equipment is to be used, except as authorised in writing by the Company; and
- l) if specified in the Schedule, to maintain for the duration of the Rental Period comprehensive insurance on the Equipment for its full reinstatement value with a reputable insurance company approved in writing by the Company against all risks of loss or damage (other than those risks for which the Company agrees to insure the Equipment) and also against all risks of third party liability arising out of the hire or use of the Equipment by the Hirer or the presence thereof at the Hirer's premises.

4.2 The Company agrees that in the unlikely event the Equipment fails or malfunctions for reasons other than misuse or accidental damage, the Company will use its best efforts to repair or replace the Equipment in a timely manner and at no charge to the Hirer.

5. INTELLECTUAL PROPERTY

The Equipment shall at all times remain the property of the Company and the Hirer shall have no right, title or interest in or to the Equipment, save and except the right to possession and use of the Equipment for the Rental Period, subject to the terms and conditions of this Agreement.

6. FEES AND BILLING

6.1 The Rental Charges in relation to each individual contract between the Company and the Hirer are as outlined in the Rental Schedule.

6.2 All Rental Charges are due in full in advance of the Delivery. Any Rental Charges for any extension of the Rental Period agreed between the parties are due on agreement of such extension.

6.3 All Rental Charges are exclusive of the costs of carriage, insurance and collection (as appropriate) all of which shall be payable by the Hirer.

6.4 All Rental Charges are exclusive of Value Added Tax which shall be payable by the Hirer, where applicable, at the then applicable rate.

6.5 The Company reserves the right to increase the Rental Charges to reflect any change in Delivery, Return, specifications or additional Equipment requested by the Hirer, any delay caused by the Hirer, or any failure of the Hirer to perform its obligations under this Agreement.

6.6 The Hirer will be charged a pro rata standard daily rate if the Equipment is not returned to the Company by the Return Date. The Company reserves the right to extend the rent until Return and to arrange recovery of the Equipment at full retail cost to the Hirer.

6.7 In the event of any loss, theft or damage to the equipment, the Hirer will pay any additional fees relating to such loss, theft or damage due within ten (10) days of notice from VRL. Any loss, theft or damage by either Client or Hirer will be the Hirers liability.

7. NO WARRANTY

The Hirer expressly acknowledges that the Company is not the original manufacturer or supplier of the Equipment, and that the Equipment has been selected by the Hirer as suitable for its purpose. The Hirer accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law.

8. INDEMNITY

8.1 The Hirer hereby indemnifies and saves and holds the Company harmless from any and all loss or damage (including court costs and legal fees) arising out of or in any way connected with any actions, claims, costs, demands and/or expenses brought against, suffered or incurred by the Company resulting from acts or omissions of Hirer in connection with this Agreement and without limiting the generality of the foregoing to include:

- a) any loss of or damage to the Equipment caused by the Hirer;

- b) any death, injury or damage to any person or property arising directly or indirectly from the use of the Equipment by the Hirer;
- c) any claim for breach of intellectual property rights arising in connection with any use of the Equipment or Software;
- d) any claim affecting the Company's interest in or title to the Equipment and any action taken by the Company to protect such interest and title;
- e) any breach by the Hirer of its obligations under this Agreement including any failure to insure or adequately insure the Equipment; and
- f) the seizure or repossession of the Equipment and any related storage, repair or sale.

8.2 This clause 8 shall survive the termination of this Agreement.

9. LIMITATION OF LIABILITY

9.1 The aggregate liability of the Company to the Hirer in respect of any loss or damage whether arising in contract, tort, for breach of statutory duty or otherwise shall be limited to and shall not in any circumstances exceed the total amount of the Rental Charges paid or payable by the Hirer to the Company in respect of the Equipment during the Rental Period.

9.2 The Company shall not in any circumstances be liable whether in contract, tort, for breach of statutory duty or otherwise for any consequential or indirect loss or damage howsoever arising and of whatsoever nature (including, without limitation, any loss or damage to computer programs or data, loss of profit, loss of goodwill, loss of revenue, loss of anticipated benefit, business interruption, management time or third party liability. Notwithstanding the foregoing the Company does not seek to exclude liability for fraudulent misrepresentation or for any death of or physical injury to any person which is caused by the negligence of the Company or its employees.

10. GENERAL CLAUSES

10.1 **No Waiver.** No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of this Agreement shall prejudice, affect or restrict the powers of the Parties, nor shall any waiver express or

implied by the Parties operate as a waiver of or consent to any subsequent or continuing breach by the other Party of any of its obligations under this Agreement.

10.2 **Force Majeure.** Neither party shall be under any liability whatsoever to the other for failure or delay in the performance of any of its obligations hereunder where such performance is prevented by reason of war, labour disputes, accidents, shortages of materials, acts of government authorities, or any matters (whether or not of the same nature as the foregoing) which are beyond the control of the party affected.

10.3 **Notices.** Under this Agreement a notice may be given or served by any of the following means and shall be deemed to have been given or served as follows:-

a) by hand - upon delivery; or

b) by first class prepaid registered or recorded delivery post - forty eight hours after posting; or

c) by email;

Provided that no notice shall be deemed to have been given or served unless addressed to the address of the party to be served given at the beginning of this Agreement or to such other address which that party shall have notified the other in writing and a notice given or served outside of a Business Day shall be deemed to have been given or served on commencement of the Business Day immediately thereafter.

10.4 **Rights of Third Parties.** A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Right of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available, apart from that Act.

10.5 **Governing Law.** This agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

10.6 **Headings and References.** The headings to the clauses in this Agreement are for ease of reference only and are not to be taken into account in construing this Agreement and references to Clauses, Schedules and parties in this Agreement are references to clauses and schedules of and the parties to this Agreement.

- 10.7 **Severability.** Any provision of this Agreement which shall in any way contravene the law or be unenforceable in any state or country in which this Agreement is intended to be effective shall in such state or country be deemed to be severable to the extent of such contravention and shall not affect any other provision of this Agreement.
- 10.8 **Entire Agreement.** This Agreement sets out the entire understanding of the parties with respect to the subject matter. No amendment or other variation to this Agreement shall be effective unless it is in writing and is dated and signed by both parties or their duly authorised representatives. All representations, conditions and warranties oral or written, express or implied other than those contained herein, or agreed in the future between the parties, or in a notice of amendment issued hereunder are expressly excluded.

Event Terms and Conditions

1. DEFINITIONS

- 1.1 In these terms and conditions ("**Conditions**") the following expressions shall have the meanings ascribed to them below:
- a) "**Agreement**" means the agreement between the Company and the Client for the supply of Services and Equipment in relation to the Event;
 - b) "**Booking Schedule**" means the schedule to these Conditions that outlines the specifics of the event agreed between the Company and the Client;
 - c) "**Client**" means the company, individual or other legal entity with whom the Agreement is made by the Company;
 - d) "**Company**" means Virtual Reality Learning Ltd. (company number 10682002) whose Registered Office is at 3 The Courtyard, Timothys Bridge Road, Stratford-Upon-Avon, England, CV37 9NP ("**VRL**");
 - e) "**Equipment**" means the hardware, software, manuals, documentation, accessories, or articles or any of them (including any replacements or renewals thereof, additions thereto and substitutions thereof) required to provide the Services;

- f) “**Event**” means the occasion for which the Services are required;
- g) “**Event Charges**” are as outlined in the Booking Schedule;
- h) “**Event Manager**” means that employee or other representative of the Company who at any particular time designated by the Company as the Event Manager and the Client’s point of contact for any particular Event;
- i) “**Participant**” means any person who is attending an Event; and
- j) “**Platform**” means any third party software that the Company uses to conduct a Remote Event;
- k) “**Remote Event**” means an Event where Equipment is shipped to a Participant;
- l) “**Services**” means the services the Company has agreed to provide in relation to any Event as more particularly described in the Booking Schedule.

1.2 These Conditions shall be incorporated into the Agreement for the provision of Services relating to the Event to the exclusion of all other terms and conditions and communications between the Company and the Client. In the case of any inconsistency between these Conditions and the Rental Schedule the provisions of these Conditions shall prevail.

2. SERVICES

2.1. Notwithstanding that the Company may have given a detailed quotation to the Client no order shall be binding on the Company unless and until it has been accepted by the Company as evidenced by its signature on the Booking Schedule and Event Charges have been paid for in full.

2.2. The Company shall use reasonable endeavours to supply the Services in line with the particulars on the Booking Schedule and as agreed with the Client.

2.3. The Services shall be planned and directed by the Company's Event Manager.

2.4. The Company reserves the right to make changes to the Services which are necessary to comply with any applicable laws or safety requirements. The Company will provide reasonable notice to the Client of any changes to the Services.

2.5. The Company shall be responsible for providing all required Equipment and ensuring the installation and removal of the Equipment.

2.6. The Company will provide support with the general conduct of the Event. However, the Client will be solely responsible for the overall management of the Event and budget associated with the Event.

3. CANCELLATIONS AND REFUNDS

3.1. Subject to clause 3.2, the Client may cancel any Event by providing notice in writing to the Company of their intention to cancel.

3.2. Any cancellation of an agreed Event shall be subject to a cancellation fee as follows:

- a) where a notice of cancellation is received by the Company at least seven (7) days before the Event the Client shall pay a cancellation fee of 50% of the total Event Charges; and
- b) where a notice of cancellation is received by the Company less than three (3) days

before Event the Client shall pay a cancellation fee of 70% of the total Event Charges.

3.3. The Company may cancel the Event if:

- a) the Client breaches any of its duties or obligations under this Agreement;
- b) in the sole opinion of the Company, the Client has requested a significant change of the services required for the Event;
- c) an administrator is appointed to the Client or in the event of the liquidation or receivership of the Client;
- d) the Company is requested to cancel the Event by order of any government or other public authority.

3.4. With respect to a Remote Event, the Company may refund on a pro-rata basis (excluding any shipping costs) for each Participant unable to join the Remote Event due to faulty Equipment, as determined by the Company as faulty on inspection when Equipment is returned.

3.5. With respect to a Remote Event, the Company may either refund on a pro-rata basis (excluding any shipping costs) for each Participant unable to join the Remote Event due to faulty Platform as determined by the Company, or re-schedule the Remote Event to another date and time as agreed between the Parties.

4. CLIENT OBLIGATIONS

4.1. The Client shall:

- a) co-operate with the Company in all matters relating to the Event;
- b) with respect to Remote Events, co-operate with the Company on the timely return of Equipment;
- c) provide, in a timely manner, such data and other information as the Company may require for the provision of the Services, and ensure that it is accurate in all material respects;
- d) provide adequate Wi-Fi network for the provision of the Services;
- e) not use the names, logos or any details of the Company without the prior consent of the Company;

- f) use any Equipment in a proper manner, with all reasonable care, and where applicable operate the Equipment in accordance with any instructions issued for it by either the manufacturer or the Company, including but not limited to any health and safety instructions;
- g) to allow the Company or its duly authorised agent or representative upon reasonable notice at any time access to inspect, repair and service the Equipment;
- h) not make any alterations, modifications or technical adjustments, or make or attempt to make any repairs to the Equipment;
- i) with respect to VR headsets, unless agreed in advance with the Company, not install personal user accounts or make any alterations, modifications or technical adjustments to the headset. Should a VR headset need to be reset as a result of the Client installing a personal user account, the Company reserves the right to charge the Client GBP 200 to reset each headset. Following reasonable attempts by the Company to reset the headset and if the headset is rendered permanently unusable at the Company's sole discretion, the Client shall be liable for the cost of replacing such headset at its full retail price;
- j) pay for any repair for any damage to the Equipment at full retail price caused by misuse or accidental damage and/or any missing Equipment, such damage and costs to be determined by the Company in its sole discretion;
- k) to ensure it has in place comprehensive insurance for the Event with a reputable insurance company against all risks of loss or damage (other than those risks for which the Company agrees to insure the Equipment) and also against all risks of third party liability arising out of the use of the Equipment by the Client or Participants.

4.2. The Company agrees that in the unlikely event the Equipment fails or malfunctions for reasons other than misuse or accidental damage, then the Company will use its best efforts to repair or replace the Equipment in a timely manner.

5. SERVICE RESTRICTIONS

- 5.1. The Company reserves the right to refuse use of the Services to any Participant in the sole discretion of the Event Manager or any other member of the Company's staff.
- 5.2. The Company does not tolerate harassment of staff members or Participants in any form. If the Company's staff members feel uncomfortable or experience threatening or improper conduct by any Participant, the Company reserves the right to request the Client to remove such Participant from the Event and where appropriate cancel the Event and remove the Equipment from the Event. In the event of such cancellation the Client will not be due any refund of the Event Charges.
- 5.3. The Company does not permit the use of any pornography or other adult content on its Equipment.

6. INTELLECTUAL PROPERTY

The Equipment shall at all times remain the property of the Company and the Client shall have no right, title or interest in or to the Equipment, save and except the right to use of the Equipment for the Event, subject to the terms and conditions of this Agreement.

7. FEES AND BILLING

- 7.1. The Event Charges due to the Company in relation to each individual Event are as outlined in the Booking Schedule.
- 7.2. All Event Charges are due in full in advance of the Event.
- 7.3. The Event Charges are a service and management charge and expressly exclude any postage charges and any other ancillary expenses reasonably and properly incurred by the Company in connection with the Service. The Company shall give notice and obtain the written agreement of the Client prior to incurring any additional expenses.
- 7.4. All Event Charges are deemed fully earned upon provision of Services at the Event.

7.5. All Event Charges are exclusive of Value Added Tax which shall be payable by the Client, where applicable, at the then applicable rate.

7.6. The Company reserves the right to increase the Event Charges to reflect any change in the Services requested by the Client, any delay caused by the Client, or any failure of the Client to perform its obligations under this Agreement.

7.7. With respect to Remote Events, the Company reserves the right to charge the Client a rental fee of GBP 100 per week per headset if the Company is unable to retrieve the Equipment following a second (2nd) attempt either (i) by the Company to contact a Participant to schedule a courier pick-up or (ii) the Participant is unavailable for the courier to collect during the agreed pick-up window. The Company reserves the right to extend the rent until the Equipment is returned and to arrange recovery of the Equipment at full retail cost to the Client.

8. NO WARRANTY

The Client agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Services, Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law.

9. INDEMNITY

9.1. The Client hereby indemnifies and saves and holds the Company harmless from any and all loss or damage (including court costs and legal fees) arising out of or in any way connected with any actions, claims, costs, demands and/or expenses brought against, suffered or incurred by the Company resulting from acts or omissions of Client in connection with this Agreement and without limiting the generality of the foregoing to include:

- a) any loss of or damage to the Equipment caused by the Client;
- b) any death, injury or damage to any person or property arising directly or indirectly from the use of the Services or Equipment by a Participant;
- c) any breach by the Client of its obligations under this Agreement including any failure to insure or adequately insure the Event; and
- d) the seizure or repossession of the Equipment and any related storage, repair or sale.

9.2. This clause 9 shall survive the termination of this Agreement.

10. LIMITATION OF LIABILITY

10.1. The aggregate liability of the Company to the Client in respect of any loss or damage whether arising in contract, tort, for breach of statutory duty or otherwise shall be limited to and shall not in any circumstances exceed the total amount of the Event Charges paid or payable by the Client to the Company.

10.2. The Company shall not in any circumstances be liable whether in contract, tort, for breach of statutory duty or otherwise for any consequential or indirect loss or damage howsoever arising and of whatsoever nature (including, without limitation, any loss or damage to computer programs or data, loss of profit, loss of goodwill, loss of revenue, loss of anticipated benefit, business interruption, management time or third party liability. Notwithstanding the foregoing the Company does not seek to exclude liability for fraudulent misrepresentation or for any death of or physical injury to any person which is caused by the negligence of the Company or its employees.

11. GENERAL CLAUSES

11.1.**No Waiver.** No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of this Agreement shall prejudice, affect or restrict the powers of the Parties, nor shall any waiver express or implied by the Parties operate as a waiver of or consent to any subsequent or continuing breach by the other Party of any of its obligations under this Agreement.

11.2.**Force Majeure.** Neither party shall be under any liability whatsoever to the other for failure or delay in the performance of any of its obligations hereunder where such performance is prevented by reason of war, labour disputes, accidents, shortages of materials, acts of government authorities, or any matters (whether of the same nature as the foregoing) which are beyond the control of the party affected.

11.3.**Notices.** Under this Agreement a notice may be given or served by any of the following means and shall be deemed to have been given or served as follows:-

- a) by hand - upon delivery;
- b) by first class prepaid registered or recorded delivery post – forty-eight (48) hours after posting; or
- c) by email;

provided that no notice shall be deemed to have been given or served unless addressed to the address of the party to be served given at the beginning of this Agreement or to such other address which that party shall have notified the other in writing and a notice given or served outside of a Business Day shall be deemed to have been given or served on commencement of the Business Day immediately thereafter.

11.4. Rights of Third Parties. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Right of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available, apart from that Act.

11.5. Governing Law. This agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

11.6. Headings and References. The headings to the clauses in this Agreement are for ease of reference only and are not to be taken into account in construing this Agreement and references to Clauses, Schedules and parties in this Agreement are references to clauses and schedules of and the parties to this Agreement.

11.7. Severability. Any provision of this Agreement which shall in any way contravene the law or be unenforceable in any state or country in which this Agreement is intended to be effective shall in such state or country be deemed to be severable to the extent of such contravention and shall not affect any other provision of this Agreement.

11.8. Entire Agreement. This Agreement sets out the entire understanding of the parties with respect to the subject matter. No amendment or other variation to this Agreement shall be effective unless it is in writing and is dated and signed by both parties or their duly authorised representatives. All representations, conditions and warranties oral or written, express or implied other than those contained herein, or agreed in the future between the parties, or in a notice of amendment issued hereunder are expressly excluded.