

# EVERBRIGHT SOLUTIONS LTD (CONQOR VIP EXPERIENCES) Terms & Conditions

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Terms & conditions Version 2.0.1

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## 1. Definitions

In these terms & conditions, the following words and phrases, will have the following meanings, hereafter underlined:

(a). Booking Agreement - Our written offer to supply you with the tickets which includes, amongst other things, your contact information, any special requirements, the amount of your deposit and the payment schedule which applies to your purchase.

(b). Business Day - A day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

(c). Contract - Has the meaning given to it in clause 2.1.

(d). Deposit - The deposit which you must pay before entering into the contract with us. The amount of the deposit is stated in the booking agreement.

(e). Event - The event or series of events to which the tickets relate.

(f). Event Beyond Our Reasonable Control - Any circumstance not within our reasonable control, including, without limitation:

(i). Acts of God, flood, drought, earthquake or other natural disaster;

(ii). Epidemic or pandemic;

(iii). Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

Nuclear, chemical or biological contamination or sonic boom;

(v). Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(vi). Collapse of buildings, fire, explosion or accident;

(vii). Any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

(viii). Non-performance by suppliers or subcontractors; and

(ix). Interruption or failure of utility service.

(g). Price - the price for the services (including, for the avoidance of doubt, the tickets) and any related goods/services, including applicable delivery charges, service charges and VAT.

(h). Special requirements - Any special dietary requests, accessibility requirements or other special requests specified in the booking agreements.

(i). Services - The services set out in the booking agreement, which include the supply of the tickets.

(j). Tickets - The ticket(s), or other means of entry, for the event (plus any accompanying physical materials such as wristbands, programmes, etc.) as described in the booking agreement.

The rules of interpretation in clause 18.1 apply to these terms and conditions.

## 2. Contract

**2.1 The contract** - These terms and conditions and the booking agreement make up the contract between you and us for the supply of the services (the services)

**2.2 Which terms apply to the contract** - Wording of the terms not set out in these terms and conditions or in the booking agreement are not legally enforceable. We do not accept any legal terms other than our own and you agree that any terms of your own that you might try to impose upon us shall be unenforceable unless they are signed by a director of Everbright Solutions Ltd.

**2.3 The booking agreement is a time-limited offer** - Before it signed by you, the booking agreement acts as a quotation. It is only valid for 1 hour from the time we send it to you, unless another timeframe is stated in the booking agreement.

**2.4 - When the contract takes effect** - Once you have paid the deposit, the contract comes into existence on the earlier of:

(a). you signing and return the booking agreement to us within the time limit set out in clause 2.3; and

(b). two business days after you sign and return the booking agreement to us if you do so after the time limit set out in clause 2.3, provided we haven't contacted you in writing to reject your order before those two business days have expired.

**2.5 Booking agreements lead to separate contracts** - Each booking agreement forms the basis of a separate contract.

**2.6 We can withdraw pre-contract** - We can withdraw our offer to supply the services at any time without reason prior to you entering into the contract. We will notify you in writing if this happens and the withdrawal will take effect immediately.

## 3. Price and payment

**3.1 Price** - The price is stated in the booking agreement

**3.2 Price increases** - We reserve the right to increase the price if our suppliers have increased the cost of us obtaining the services for you. If we need to increase the price then we will promptly tell you in writing and if:

(a). the amount of the increase is greater than 20% of the original price for the services, then you may cancel the contract within 5 (five) business days of us telling you about the increase. To terminate you must contact us in writing by following the instructions in clause 17. The refund will be in the form of an account credit. Your credit can be offset against future purchases from us and cannot be withdrawn. If you do not contact us in writing to terminate within 5 (five) business days then you will be treated as having accepted the price increase and you will be due to pay the full amount; or

b). the amount of the increase is less than or equal to 20% of the original price for the services then you are automatically bound to pay the increase price. You may only end the contract by following the process in clause 12.2.

**3.3 Your obligation to pay** - You agree to pay us the price according to the payment schedule set out in the booking agreement. If the booking agreement does not contain a payment

schedule then you must pay us the price, less the amount of your deposit, within 7 (seven) days of the date of paying your deposit.

**3.4 Interest on late payments** - If we are unable to collect any payment you owe us then we will charge interest on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us the interest together with any overdue amount.

**3.5 Methods of payment** - All payments must be made in cleared funds to the bank details set out in our booking agreement or by card payment.

**3.6 Card payment authority** - When you first provide your payment details to us, we will record those details on our payment processor's system. You agree that we can charge further payments to your card in accordance with the payment schedule set out in the booking agreement without needing your further permission.

**3.7 We can set off monies owed** - If we owe any sums to you then we may deduct from that payment any amount that you owe us. If we exercise this right then it does not prevent us from exercising any other rights that we may have in the circumstances.

**3.8 You can not set off monies owed** - You may not deduct any sums we owe to you from the account of money you owe to us. You must always pay us in full for sums owed to us.

## **4. Delivery**

**4.1 Time of delivery** - Final event information and tickets will usually be dispatched approximately one week before the event. We will not dispatch tickets until we have received

payment of the price in full. We are not liable to you if the tickets arrive late due to you failing to pay the price on time.

**4.2 Method of delivery** - Electronic tickets and event information will be delivered by email to the email address set out in the booking agreement and/or via an app used by the event venue or event promotor. Physical tickets and other materials will be delivered by Tracked Royal Mail delivery (or a comparable service) or by making them available for collection from the event venue or from another stated location

**4.3 We only deliver to the UK** - We only deliver tickets and accompanying materials within the United Kingdom. We reserve the right to cancel your order without liability upon notice to you if you request delivery outside of the UK.

**4.4 Your remedy for items which are lost in transit** - If we fail to deliver a ticket or other physical item as a result of loss or theft in transit then we will (at our option) supply you with an identical replacement for each missing item or we will credit your account to the value of each missing item. Your credit can be offset against future purchases from us and cannot be withdrawn. Provided we do this, we will not have any further liability to you. We are not liable for any loss or damage to tickets once they are recorded as delivered by the relevant delivery service.

## **5. Responsibilities and remedies**

**5.1 Your obligations** - In addition to the specific obligations you have under these terms, you agree to:

(a). provide us with your prompt cooperation in relation to the services and the contract when we ask for it; and

(b). comply with any additional obligations set out in the booking agreement. If we have not said when you need to take an action by then you agree to do so promptly.

**5.2 Our responsibility to ensure the services are as described** - Although the event and services are provided by one or more third parties which aren't under our control, we will do our best to ensure that the services are materially the same as we have described them. Please note that some information does not form part of our description and that we have the right to change our description without liability to you in some situations (see clause 6 for more information).

**5.3 Your remedies if the services are not as described** - If we have not done our best to ensure the services are materially the same as their description then we will (at our options):

(a). supply you with services which do meet their description (e.g. by reissuing tickets for the correct date if we originally sent you tickets for the incorrect date); or

(b). credit your account with an amount representing the difference in value between what you ordered and what you actually received (which we will calculate, acting reasonably). Your credit can be offset against future purchases from us and cannot be withdrawn.

and provided that we do this, we will not have any further liability to you.

**5.4 Your remedies under the contract** - You have a number of remedies under the contract if there are issues with the services. We have listed these below for your ease of reference. The remedies are mutually exclusive rather than cumulative:

a). Clause 3.2 - If the price for the services has increased;

(b). Clause 4.4 - If tickets or other physical items are lost in transit;

(c). Clause 5.1 - If the services don't comply with their description;

(d). Clause 11.3 - If your special requirements cannot be met by the event venue or services provider; and

(e). Clause 5.5 - If you are unhappy with the event for any other reason.

**5.5 We are not responsible for the event** - Except as set out in clause 5.1, we do not give you any legally-enforceable assurances about the content or quality of the event or that it will meet your specific requirements or expectations. We are also not responsible for any technical issues at the event or for delays to the event start time or any changes to the content of the event (including running order or line-up). If you are dissatisfied with the event then, unless you have another remedy under these terms, our only obligation to you is to provide evidence of you having purchased the tickets so that you can make direct complaint to the event organiser and/or services provider.

**5.6 Additional costs are your responsibility** - Unless the booking agreement specifically says they are included in the price, you are responsible for paying all additional costs and charges relating to your attendance of the event and your use of the services (such as costs for travel, accommodation, food, drinks and merchandise).

## **6. Information we provide and our rights to make changes**

**6.1 Some information is for illustration only** - Any illustrations, photographs or other materials contained in our website, the booking agreement or promotional materials are for illustration only. The appearance of physical tickets and accompanying materials may differ from those shown. In particular, we may sometimes use images of physical tickets to promote an event which only uses digital ticketing. Please read the description for the services carefully before ordering.

**6.2 We are not responsible for mistakes made by others** - Our description of the event may be based on information provided by the venue, event organiser and/or promoter. We will not be liable to you for repeating any mistakes made by these sources provided we have done so in good faith.

**6.3 Our rights to make changes** - Without liability to you, we may:

(a). make minor changes to the description of the services or event (e.g. to correct a typo) without giving you notice. If you want to cancel the contract as a result of this change, then your right to end the contract in clause 12.2 will apply;

(b). make any changes to the description of the services or event in order to comply with applicable laws or regulations, provided we tell you about these changes in writing. If you want to cancel the contract as a result of this change, then your right to end the contract in clause 12.2 will apply; or

(c). make significant changes to the description of the services or event upon receiving updated information from the event organiser, venue or promoter or upon us recognising a mistake in the information provided by a third party. We will do our best to tell you about the change promptly and in writing. If you want to cancel the contract as a result of this change the your right to end the contract in clause 12.2 will apply. Please note that we are not legally responsible for repeating mistakes made by others in good faith (as per clause 6.2).

## **7. Information you provide and your rights to make changes**

**7.1 You're responsible for the information you provide us** - You are responsible for making sure that information you provide us is accurate and up to date. We do not have any liability to you if you provide incorrect information.

**7.2 You're responsible for providing attendees' information on time** - You must provide us with all requested information about your attendees (including your own details) by the time stated in the booking agreement, or, if we haven't specified a time, by the sooner of:

(a). 7 (seven) days of us requesting the information; or

(b). 6 (six) weeks before the event

If you do not provide the requested information in time then we will not be responsible for any losses you suffer as a result.

**7.3 If we need additional information from you then you must provide it promptly** - If we need extra information in order to provide the services, you agree to respond to us with that information within a reasonable period of time. If you do not come back to us in time then we will

not be responsible for any losses you suffer as a result. We may also end the contract under clause 12.5(b)

**7.4 If you need to make a change** - If you need to change the information you have provided to us (e.g. because you have made a mistake), then we will make reasonable efforts to change the information, provided you tell us of the change as soon as possible and pay us any charges arising under clause 7.6. Please note that it is not always possible to make changes and we cannot change special requirements once the contract takes effect.

**7.5 We will tell you once a change has taken effect** - Only once we confirm in writing will a change be effective. Until that time you should rely upon the original information you provided to us.

**7.6 Fees for changing information** - If our supplier charges us a fee to change the details you have provided, then you agree to pay that fee plus a fixed amount to cover our reasonable time and administrative costs, which we will confirm. We may refuse to submit the change until you have paid us these amounts.

## 8. Resale

**Resale rights are not within our control** - Your right to resell the services, and the process for making a resale, are set by the event organiser or promoter and not by us. Unless otherwise stated, you should assume that services are personal to you (and your guests, if applicable) and cannot be resold or transferred. Third party charges may apply to the resale of services through official channels.

## 9. Behaviour at the venue

**9.1 You are responsible for your behaviour and your guests' behaviour** - You are responsible for your own behaviour and the behaviour of your guests at the event. By entering into the contract you agree to conduct yourself, and ensure that your guests conduct themselves, in a reasonable manner and without contravening the event venue's policies or local laws. Please note that what is lawful or socially acceptable behaviour may differ from country to country. You are responsible for understanding and following local laws and the venue's published policies.

**9.2 We are not liable for your denied entry or ejection** - If your guests or you are refused entry to, or ejected from, the event venue (or any other service we have arranged on your behalf, such as means of travel) for behavioural reasons then we will not have any liability to you, even if you think the decision is unfair. You may raise a complaint with the venue or service provider directly if this happens.

**9.3 Complaints about venue staff** - Any complaints regarding event venue staff should be directed to the venue itself. We are not responsible for the actions or inaction of venue staff.



## 10. International travel

10.1 **You are responsible for travel documentation** - It is the responsibility of your guests and you to ensure that you meet all requirements for international travel (including having a valid passport, visas, travel insurance, evidence of funds, evidence of accommodation, etc.). We have no liability to you resulting from your failure, or your guests' failure, to do this.

10.2 **You are responsible for meeting conditions of travel** - Your guests and you are solely responsible for complying with any travel restrictions and entry and exit requirements in the countries that you are travelling to and from. We suggest that you check the UK Government's guidance if you are unsure: <https://www.gov.uk/guidance/foreign-travel-checklist>. We have no liability to you resulting from your failure, or your guests' failure, to do this.

## 11. Special requirements

11.1 **Our obligations for special requirements** - We will make all reasonable efforts to accommodate any special requirements set out in the booking agreement. Typically this involves us passing the special requirements on to the event venue or external service provider for them to action.

11.2 **You are responsible for checking the special requirements** - Please check the special requirements carefully before signing and returning the booking agreement as we are not able to accommodate any changes to the special requirements once the contract takes effect

11.3 **We are not responsible for the venue's failure to honour any special requirements** - We cannot guarantee that special requirements will be honoured by the event venue. Please speak to the venue directly sufficiently far in advance of the event, and before entering into the contract, to ensure your requirements can be met. We cannot offer refunds if your requirements cannot be met by the venue. Your right to end the contract in clause 12.2 will apply if you subsequently wish to cancel.

## 12. Cancellation and ending the contract

12.1 **We will refund your deposit if you cancel before the contract takes effect** - You can cancel your order by contacting us in writing before the contract has taken effect under clause 2.4. If you do so then we will refund the deposit.

12.2 **Your right to end the contract at any time** - You can end the contract at any time after it has taken effect by contacting us in writing clearly saying that you wish to cancel the contract. If it is unclear to us whether you have asked to cancel the contract then we will ask you to clarify and cancellation will only take effect once you have confirmed that you want to cancel. If you cancel under this clause then:

(a). 100% (one hundred percent) of the price will become immediately due and payable within (3) three business days, less any amounts you have already paid to us in connection with the contract;

(b). Provided that you have already paid us all amounts due, if we are subsequently able to resell all of the cancelled services then we will credit your account with us to an amount equal to the price we have been able to resell the services for. We will first deduct the amount of your deposit and all additional expenses we have incurred in reselling the services. Your credit can be offset against future purchases from us and cannot be withdrawn; and

(c). If you fail to pay us any amount due under clause 12.2(a) by the time for payment then you further agree to reimburse us in full for all losses and expenses we incur as a result of

(i). your cancellation under this clause; and

(ii). your late payment. We may also charge you interest under clause 3.4.

**12.3 Ending the contract due to the other party's insolvency** - You or we may end the contract immediately by giving the other notice in writing if:

(a). the other party is the subject of a bankruptcy petition, application or order; or

(b). the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986, or takes any other step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

**12.4 We may end the contract due to an event beyond our reasonable control** - We may end the contract under clause 18.2(b) due to an event beyond our reasonable control.

**12.5 Our additional rights to end the contract** - We may additionally end the contract immediately by giving you notice in writing if:

(a). You do not make any payment to us when it's due and you still do not make payment within 14 (fourteen) days of us reminding you that payment is due;

(b). You make a chargeback via your card provider in relation to the deposit or any part of the price.

(c). You do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to supply the services; or

(d). You breach the contract in any other material way and, if the breach is able to be remedied, do not remedy the breach within 7 (seven) days of us asking for you to do so

and if we exercise our right to end the contract under this clause 12.5, then we shall have no liability to you for having done so and all monies payable under the contract from you to us (including without limitation, the price) will become immediately due and payable.

## 13. Liability

13.1 **Our liability** - Subject to clauses 13.2 and 13.3, we are responsible for losses you suffer caused by us breaching this contract unless the loss is:

(a). **Unexpected** - it was not obvious that it would happen and nothing you said to us before the contract took effect meant that we should have expected it (so, in law, the loss was unforeseeable).

(b) **Caused by an event beyond our reasonable control** - As long as we have taken the steps set out in clause 18.2

(c) **Avoidable** - Something that you could have avoided by taking reasonable action, including but not limited to where we have told you to take some action in these terms.

(d) **One of the following types of loss:**

(i) loss of profits;

(ii). loss of sales or business;

(iii). loss of agreements or contracts;

(iv). loss of anticipated savings;

(v). loss of use or corruption of software, data or information;

(vi). loss of or damage to goodwill; or

(vii). indirect or consequential loss.

(a). **Excluded elsewhere in these terms** - If we have specifically said we are not responsible for a loss then you cannot pursue us for it.

**13.2 Liability which is never limited or excluded** - Nothing in these terms limits any liability which cannot legally be limited, including but not limited to liability for:

- (a). death or personal injury caused by negligence;
- (b). fraud or fraudulent misrepresentation; and
- (c). breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**13.3 Our liability cap** - Subject to clause 13.2, our total liability to you under the contract shall never exceed the amount paid and payable to us under the contract.

#### **13.4 Indemnity**

- (a). If you breach the contract and cause us to suffer a loss (including costs, expenses and reasonable legal fees), you agree to reimburse us on demand the full amount of the loss.
- (b). If we have to take steps to enforce the contract against you then you additionally agree to reimburse us on demand for all of those costs (including reasonable legal fees).

### **14. Confidentiality**

**14.1 Confidentiality** - You and we each agree not, at any time during the contract and for a period of two years after termination or expiry of the contract, to disclose to any person:

- (a). the contents of the communications between you and us (including by email and WhatsApp);
- (b). the content of the booking agreement; or
- (c). any (other) confidential information concerning the business (including sales practices and procedures), assets, affairs, customers, pricing, clients or supplier of the other party.

except as permitted by clause 14.2

**14.2 Permitted disclosures** - You and we may each disclose the other's confidential information:

- (a). to our respective employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising rights or carrying out obligations under or in connection with the contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

(b). as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

14.3 **Restricted use of confidential information** - You and we each agree not to use the other's confidential information for any purpose other than to exercise our respective rights and perform our respective obligations under or in connection with the contract.

## 15. Personal data

For information about how we use personal data please read our Privacy Policy at <https://conqor.uk/privacy-policy>

## 16. Complaints

If you have a complaint about us or any of our members of staff then please contact us at [info@conqor.uk](mailto:info@conqor.uk)

## 17. Notices

17.1 Any notice given to a party under or in connection with the contract shall be:

(a). Delivered by hand or by pre-paid first-class post or other next working day delivery service:

(i). to us at our registered office address; or

(ii). to you at the postal address set out in the booking agreement; or

(b). sent by email:

(i). to us at [info@conqor.uk](mailto:info@conqor.uk); or

(ii). to you at the email address set out in the booking agreement.

17.2 Any notice shall be deemed to have been received:

(a). if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second business day after posting; or

(b). if sent by email, at the time of transmission, or, if this time falls outside 9:00am to 5:00pm on any business day ("business hours"), when business hours resume.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 18. General

### 18.1 The following rules of interpretation apply to these terms and the contract:

- a). clause headings shall not affect the interpretation of these terms;
- (b). unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (c). a reference to "writing" or "written" includes email; and
- (d). any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

### 18.2 Events beyond our reasonable control - If we are prevented from or delayed in performing our duties under the contract due to an event beyond our reasonable control then:

- (a). we will not be liable to you for those delays or failings provided we contact you within a reasonable period of time to explain the situation; and
- (b). if we are prevented from or delayed in performing our duties for a continuous period of two weeks due to an event beyond our reasonable control (or we are unable to provide services to the specific event due to an event beyond our reasonable control, regardless of how long that event beyond our reasonable control continues for) then we may terminate the contract immediately by giving you written notice.

We will not have any liability to you if we terminate in this way provided we either:

- (i). credit your account to the amount of the price. Your credit can be offset against future purchases from us and cannot be withdrawn; or
- (ii). offer you replacement services of an equivalent or greater value which are identical or reasonably similar to those you originally purchased.

### 18.3 Assignment

- (a). We can transfer our rights and obligations under the contract. We will tell you in writing if this happens.

(b). You can only transfer your rights under the contract with our prior written agreement.

**18.4 Updates and amendments** - We may update our terms and conditions from time to time by posting the updated version on our website. However, once the contract has taken effect, no amendment of these terms or the booking agreement will be legally enforceable unless it is signed by you and a director Everbright Solutions Ltd.

**18.5 Severance** - If any provision or part-provision of these terms and conditions or the booking agreement is found to be illegal, invalid or otherwise unenforceable then it shall be deemed deleted but that shall not affect the rest of these terms and conditions or the booking agreement (as applicable).

**18.6 No third party rights** - The contract is between you (the individual or legal entity named in the booking agreement) and us. Nobody else has any rights under the contract, including under the Contract (Rights of Third Parties) Act 1999.

**18.7 Updates and amendments** - Even if we delay in enforcing the contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not prevent us from doing so later.

**18.8 Time of the essence** - Unless otherwise stated:

(a). where the contract says you must take an action within a set time period, that time period is strict; and

(b). where the contract says we must take an action within a set time period, that time period is not strict and acts as an estimate only unless we have explicitly said otherwise.

**18.9 Rights which survive the contract ending** - Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after the contract coming to an end shall remain in full force and effect despite the contract ending.

#### **18.10 Entire agreement**

(a). The contract (which incorporates these terms and conditions and the booking agreement) makes up the entire agreement between you and us in relation to the purchase and supply of the services. Any statement, promise or representation made by a party but not restated in the contract is not legally enforceable and cannot be relied upon.

(b). You and we agree that we will not have any claim or legal remedy for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract. This means that neither party will be able to rescind the contract.

**18.11 Governing law** - The contract is governed by the law of England and Wales

18.12 **Jurisdiction** - You and we each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any legal dispute or claim arising out of or in connection with the contract (or the contract's subject matter or formation).

Client Signature :

Date:

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Everbright Solutions Ltd. Registered office: 71-75 Shelton Street, Covent Garden, London, WC2 H9JQ. Registered in England and Wales No. **15681851**