



## **Gallowglass Limited Terms and Conditions**

## 1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

**"Business Day"** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**"Charges"** the charges payable by the Client for the supply of the Services as set out in the Quotation or, if none are set out there, the charges set out in Gallowglass's rate card at the Commencement Date, provided with the Quotation and as updated by Gallowglass notifying the Client from time to time, as the case may be.

**"Client"** the person or firm who purchases Services from Gallowglass.

**"Commencement Date"** has the meaning set out in condition 2.1.

**"Conditions"** these terms and conditions as amended from time to time in accordance with condition 12.8.

**"Contract"** the contract between Gallowglass and the Client for the supply of Services in accordance with these Conditions.

**"Crew"** the individuals who will perform the Services.

**"Data Protection Legislation"** any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 (and any regulations made thereunder) or any successor legislation and the UK GDPR.

**"Gallowglass"** Gallowglass Limited, a company registered in England with company number 3619539.

**"Gallowglass Materials"** has the meaning set out in condition 4.1.6.

**"Intellectual Property Rights"** all patents, rights to inventions, utility models, copyright and neighbouring and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any 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.

**"Quotation"** Gallowglass's quotation for the Services.

**"Services"** the services, supplied by Gallowglass to the Client as set out in the Quotation.

**"Specification"** the description or specification of the Services set out in the Quotation or otherwise agreed in writing by Gallowglass and the Client.

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**"Venue"** the premises set out in the Quotation, or, if none is set out there, the premises agreed in writing by Gallowglass and the Client, as the case may be.

1.2 In these Conditions, the following rules of interpretation apply:

a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

a reference to a party includes its personal representatives, successors or permitted assigns;

a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

a reference to writing or written includes e-mails.

## 2 Basis of contract

2.1 The Client's purchase order or offer (in whatever format) to purchase the Services set out in a Quotation shall only be deemed to be accepted when Gallowglass accepts the Client's order for the Services in writing or otherwise starts to perform the Services, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.2 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Gallowglass which is not set out in the Contract. The Contract supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter and the specific project covered in the Quotation.

2.3 Any samples, drawings, descriptive matter or advertising issued by Gallowglass, and any descriptions or illustrations contained in Gallowglass's website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless those other terms have expressly been confirmed by Gallowglass in writing. Any conditions of the Client diverging from these Conditions shall not be valid even if we rendered services without reservation.

2.5 The Quotation is, unless previously withdrawn by Gallowglass, valid for a period of 7 days from its date of issue.

## 3 Supply of services

3.1 Gallowglass shall supply the Services to the Client in accordance with the Specification in all material respects.

3.2 Gallowglass shall use reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Gallowglass shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Gallowglass shall notify the Client in any such event.

3.4 Gallowglass warrants to the Client that the Services will be provided using reasonable care and skill.

3.5 Any order or instruction that the Client is required to give to Gallowglass to enable performance of the Services must be given by the Client in writing. Any order or instruction given by the Client to Gallowglass verbally or over the telephone must be confirmed in writing by the Client to Gallowglass within three days or prior to commencement of the services, whichever is earlier.

3.6 Gallowglass cannot accept liability for any errors or omissions that result from a verbal or telephoned order or instruction not confirmed in writing in accordance with condition 3.5.

4.1.1 3.7 Gallowglass cannot accept any responsibility for the consequences of any statement, representation, order, instruction, guidance, or advice made or given by the Client directly to the Crew.

3.8 Gallowglass will ensure that the Crew are covered by adequate employers' and public liability insurance and shall maintain these in force for the duration of the supply of the Services.

## 4 Client's obligations

4.1 The Client shall:

ensure that the terms of the Quotation and the Specification are complete and accurate;

- co-operate with Gallowglass in all matters relating to the Services;
- provide Gallowglass, its Crew, employees, agents, consultants and subcontractors with access to the Venue (including to water, toilets and electrical supply points) as reasonably required by Gallowglass;
- provide Gallowglass with such information and materials as Gallowglass may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and to maintain these in force for the duration of the supply of the Services;
- 4.1.2 keep and maintain all materials, equipment, documents and other property of Gallowglass ("**Gallowglass Materials**") at the Venue in safe custody at its own risk, maintain the Gallowglass Materials in good condition until returned to Gallowglass, and not dispose of or use the Gallowglass Materials other than in accordance with Gallowglass's written instructions or authorisation;
- 4.1.3 not entrust cash, valuables or any form of negotiable security to a Crew member without the prior written or verbal consent of Gallowglass;
- 4.1.4 immediately inform Gallowglass in writing if any Crew member is in breach of the Client's or any other regulatory or statutory health and safety rules, or if an accident or hazard occurs, and the Client will cooperate fully with any investigation of the same;
- 4.1.5 ensure that every Crew member receives entitlements to rest breaks and rest periods in accordance with the Working Time Regulations S1 1998/1833 (as amended or replaced from time to time) ("**Regulations**");
- 4.1.6 unless Gallowglass has informed the Client in writing that a Crew member has agreed to exclude the operation of the Regulations in respect of the 48 hour working week, ensure that Crew members' working time does not exceed any limits imposed by the Regulations;
- 4.1.7 ensure that before a Crew member commences the Services at the Venue:
- 4.1.8 all safety, health, welfare facilities and arrangements comply with all health and safety legislation, and the Client has informed Gallowglass and every Crew member of all health and safety rules and regulations and all other reasonable security requirements that apply at the Venue;
- 4.1.9 the health, safety and welfare of the Crew is safeguarded and every Crew member is provided with a Venue specific induction; and
- 4.1.10 every Crew member is provided with all such information and training necessary to enable the Crew to perform the Services safely and competently at the Venue and relating to the Client's equipment that it requires the Crew to use or operate as part of the Services.
- 4.1.11.1 4.1.11.2 Gallowglass shall supply Crew to the Client with the ability, qualifications and skills appropriate to provide the Services in accordance with condition 3. Subject to condition 8.3, the Client shall be solely responsible for any liability that may arise from a Crew member operating any equipment, machinery and/or vehicles for which that Crew member does not possess the appropriate qualification where operation of the same is carried out at the Client's request.
- 4.1.11.3 4.1.11.4 The Client agrees and acknowledges that every Crew member is subject to the exclusive direction and control of the Client at all times when the Crew member is at the Venue.
- 4.1.11.5 4.1.11.6 Gallowglass will ensure that every Crew member is provided with a safety helmet, hi-visibility jacket, gloves and safety footwear. Any additional specialist protective clothing or equipment required to ensure the health, safety and welfare of a Crew member shall be provided by the Client without charge. If Gallowglass agrees in writing to supply any such clothing or equipment, an additional charge may be made to the Client.
- 4.1.11.7 4.1.11.8 From the time that a Crew member reports for duty at the Venue a Crew member shall be subject to the exclusive supervision, direction and control of the Client at all times whilst at the Venue and the Client shall specify the manner in which the Services are to be carried out.
- 4.1.11.9 4.1.11.10 If Gallowglass's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- 4.1.11.11 4.1.11.12 Gallowglass shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Gallowglass's performance of any of its obligations;
- 4.1.11.13 4.1.11.14 Gallowglass shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Gallowglass's failure or delay to perform any of its obligations as set out in this condition 4.6; and
- 4.1.11.15 4.1.11.16 the Client shall reimburse Gallowglass on written demand for any costs or losses sustained or incurred by Gallowglass arising directly or indirectly from the Client Default.

## 5 Charges and payment

- 5.1 The price for the Services shall be the Charges.
- 5.2 Subject to clause 5.3, the Charges shall be payable on the terms specified in the Quotation including when any given job is split into multiple invoices.
- 5.4.1 5.3 If a deposit is required, Gallowglass shall issue a proforma invoice stating the percentage of the fees that are payable by the Client in advance and the payment date for the deposit.
- 5.4.2 5.4 The Client shall pay each invoice submitted by Gallowglass:
- 5.4.3 5.5 on receipt should a credit account not be in force; or  
if a credit account is in force, within 30 days of the date of the invoice; and  
in full and in cleared funds to a bank account nominated in writing by Gallowglass, and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Gallowglass to the Client, the Client shall, on receipt of a valid VAT invoice from Gallowglass, pay to Gallowglass such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 Without limiting any other right or remedy of Gallowglass, if the Client fails to make any payment due to Gallowglass under the Contract by the due date for payment ("**Due Date**"), Gallowglass shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate of the Bank of England from time to time, accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.7 Without limiting any other right or remedy of Gallowglass, if the Client fails to make any payment due to Gallowglass under the Contract by the due date ("**Due Date**"), Gallowglass shall have the right to forward this debt to a third party for collection. You will then be liable for all additional costs and interests until the date of actual payment.
- 5.8 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Gallowglass in order to justify withholding payment of any such amount in whole or in part. Gallowglass may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Gallowglass to the Client.
- 5.9 The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Gallowglass in connection with the Contract.
- 5.10 Gallowglass reserves the right to close a credit account at any time without prior notice whereupon the whole of the amount outstanding on such account shall become immediately due and payable.

5.11 The Client acknowledges and agrees that Gallowglass may contact any party whose details the Client provides to Gallowglass for the purpose of obtaining a reference.

## 6 Intellectual property rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Gallowglass.
- 6.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights required for the Services, the Client's use of any such Intellectual Property Rights is conditional on Gallowglass obtaining a written licence from the relevant licensor on such terms as will entitle Gallowglass to licence such rights to the Client.
- 6.3 The Client grants Gallowglass a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to Gallowglass for the term of the Contract for the purpose of providing the Services.
- 6.4 All Gallowglass Materials are the exclusive property of Gallowglass.

## 7 Confidentiality

- 7.1 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents, subcontractors or advisers as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents, subcontractors or advisers are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 7.2 Each party may disclose the other party's confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 This condition 7 shall survive termination of the Contract.

## 8 LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 The following provisions set out Gallowglass's entire liability (including any liability for the acts and omissions of its Crew, employees, agents or subcontractors) to the Client in respect of:
  - any breach of its contractual obligations arising under the Contract; and
  - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 8.2 Any act or omission on the part of Gallowglass or its Crew, employees, agents or subcontractors falling within condition 8.1 above shall for the purposes of this condition 8 be known as an "Event of Default".
- 8.3 Nothing in these Conditions shall limit or exclude Gallowglass's liability for:
  - death or personal injury caused by its negligence, or the negligence of its Crew, employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.4 Subject to condition 8.3, Gallowglass's entire liability in respect of any Event of Default shall not exceed the Charges.
- 8.5 Subject to condition 8.3, Gallowglass shall not be liable to the Client in respect of any Event of Default for any type of:
  - special, indirect or consequential loss (even if such loss was reasonably foreseeable or Gallowglass had been advised of the possibility of the Client incurring the same); and/or
  - loss of profit; and/or
  - loss of anticipated savings; and/or
  - loss of business and/or goods; and/or
  - loss of revenue; and/or
  - loss of contract; and/or
  - loss of goodwill; and/or
  - loss of use; and/or
  - any damage relating to the procurement by the Client of any substitute services.
- 8.6 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Contract.
- 8.7 Except in the case of an Event of Default arising under condition 8.3, Gallowglass shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of the same upon Gallowglass within 90 days of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 8.8 The Client agrees to afford Gallowglass not less than 30 days in which to remedy any Event of Default hereunder. The 30 days are to run from the date that the notice, served under clause 8.7, is deemed to have been received in accordance with the notice provisions contained in clause 12.
- 8.9 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.10 Subject to clause 8.3 (Liabilities which cannot legally be limited), Gallowglass's total liability to the Client shall not exceed the Charges paid or payable under the Contract.
- 8.11 This condition 8 shall survive termination of the Contract.

## 9.3 Data Protection

- 9.1 Each party shall comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, the either party's obligations under the Data Protection Legislation.
- 9.2 The following terms shall have the meaning given to them in the Data Protection Legislation: controller, processor, data subject, personal data, personal data breach and processing.
- 9.3 Without prejudice to the generality of clause 9.1, each party undertakes to the other party that:
  - it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data (as defined in the Data Protection Legislation) that is transferred to the other party for the purposes of complying with their obligations for the duration and purposes of the Contract;
  - it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
  - all of its employees, agents and subcontractors who have access to and/or process personal data are obliged to keep the personal data confidential; and

it does not transfer any personal data outside of the European Economic Area unless the other party gives its prior written approval; it notifies the other party without undue delay on becoming aware of a personal data breach; and it provides all assistance reasonably requested by the other party in responding to any request that party receives from a data subject to exercise its rights (as defined in the Data Protection Legislation) and in ensuring that party complies with its obligations under the Data Protection Legislation.

- 9.4 Where Gallowglass is required to process personal data under or in connection with the Contract it shall do so in line with its [privacy policy](#) as amended from time to time, a copy of which can be found at <https://www.gallowglass.com/legals/privacy-policy/>
- 9.5 Where the Client is required to process personal data under or in connection with the Contract it shall do so in line with its privacy policy as amended from time to time and which has been made available to Gallowglass prior to such processing.

9.3.4  
9.3.5  
9.3.6

## 10 Termination

- 10.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
  - the other party becomes bankrupt or insolvent or compounds or makes any other arrangement with creditors or being a company goes into liquidation or has a receiver or administrator appointed over its assets (or anything analogous happens to the other party in any jurisdiction to which it is subject);
  - 10.1.1 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) which is not withdrawn or dismissed within 30 days other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 10.1.2 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 30 days;
  - 10.1.3 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 10.1.2 to condition 10.1.4 (inclusive);
  - 10.1.4 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - 10.1.5 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
  - 10.1.6
  - 10.1.7 10.2 Without limiting its other rights or remedies, Gallowglass may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
  - 10.3 Without limiting its other rights or remedies, Gallowglass reserves the right to withhold any deposit paid and/or make the following cancellation charges:

Number of hours notice	Proportion of overall contract value
Less than 12 hours before the agreed start date and time	100%
Between 12 and 48 hours of the agreed start date and time	50%
Between 48 and 72 hours of the agreed start date and time	25%

Part cancellations will be charged on a pro-rata basis

- 10.4 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 1 month's written notice.
- 10.5 Without limiting its other rights or remedies, Gallowglass shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and Gallowglass if the Client becomes subject to any of the events listed in condition 10.1.2 to condition 10.1.7 (inclusive), or Gallowglass reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under the Contract on the due date for payment.

## 11.1 Consequences of termination

- 11.1.1 On termination of the Contract for any reason:
- 11.1.2 the Client shall immediately pay to Gallowglass all of Gallowglass's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Gallowglass shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 11.1.3 the Client shall promptly return all Gallowglass Materials. If the Client fails to do so, then Gallowglass may enter the Venue and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 11.1.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 12.1.1 conditions which expressly or by implication have effect after termination shall continue in full force and effect.

## 12 General

- 12.1.1 Force majeure:
- 12.1.2 For the purposes of the Contract, **Force Majeure Event** means an event beyond the reasonable control of Gallowglass including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Gallowglass or any other party), failure of a utility service or transport network, act of God, pandemic or epidemic, terrorist attack, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2.1 Gallowglass shall not be liable to the Client as a result of any delay or failure to perform or complete its obligations under the Contract as a result of a Force Majeure Event.
- If the Force Majeure Event prevents Gallowglass from providing any of the Services for more than 6 weeks, Gallowglass shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Client.
- If the Client terminates the Contract pursuant to condition 12.1.3 the Client shall pay Gallowglass a proportion of the Charges due under the Contract, calculated by reference to the Services provided to the Client before the Force Majeure Event.
- 12.2 Assignment and subcontracting:
- Gallowglass may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

The Client shall not, without the prior written consent of Gallowglass, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.3 Notices:

Any notice or other communication required to be given under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class or recorded delivery post for notices sent domestically in the UK, or sent by international registered post (airmail) for notices sent outside the UK, or by commercial courier or by email, to each party required to receive the notice or communication at its registered office or principal place of business or as otherwise specified by the relevant party by notice in writing to the other party. Notices sent to Gallowglass must be marked "for the attention of Paul Grecian – Chairman".

12.2.2

Any notice or other communication shall be deemed to have been duly received:

if delivered personally, when left at the address and for the contact referred to in condition 12.3.1;

12.3.1

if delivered by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;

if delivered by commercial courier or international registered post (airmail), on the date and at the time that the courier's or relevant postal service's delivery receipt is signed; or

if sent by email, immediately, unless a delivery failure notification or similar notice has been promptly sent.

12.3.2

The provisions of this condition 12.3 shall not apply to the service of any proceedings or other documents in any legal action.

12.3.2.1

12.3.2.4 Waiver:

12.3.2.3

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.3.3

12.4.1 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.5 Severance:

12.4.2

If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.5.1

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.5.2

If the invalid, unenforceable or illegal provision cannot be modified to make it legal, valid and enforceable, 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.

12.5.3

12.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 Third parties: The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Gallowglass.

12.9 Governing law and jurisdiction: The Contract, 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, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims), provided that Gallowglass may take proceedings against the Client in any other court of competent jurisdiction and the taking of proceedings in any one or more jurisdictions shall not preclude Gallowglass from taking proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.