

Dated 2020



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

IMPORTANT NOTES:

- **Clauses 1 to 3 and clauses 12 to 19 below apply to all orders.**
- **Clauses 4 to 8 apply to Dry hire and Wet hire orders.**
- **Clauses 9 and 10 apply to Post Production Edit Hire orders**
- **Clause 11 applies to Live Transmission orders**
- **Customer's attention is particularly drawn to clause 15.**

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 Customer for the supply of the Services in accordance with clause 12.

"Commencement Date"; has the meaning set out in clause 2.2.

"Conditions"; these terms and conditions as amended from time to time in accordance with clause 18.8.

"Contract"; the contract between Timeline and the Customer for the supply of Goods, Facilities and/or Services in accordance with these Conditions and the Quotation Form.

"Contract Period"; the period specified in the Quotation Form and subject to clause 17.

"Customer"; the person or firm who purchases Services from Timeline.

"Deliverables"; the Goods, Facilities and/or Services set out in the Quotation Form to be supplied or used on performance of the Contract.

"Dry hire"; the hire of Goods and/or Facilities by the Customer where no staff or operators are provided by Timeline.

"Facilities"; any rooms (including any equipment within the room) of Timeline premises set out in the Quotation Form to be provided by Timeline pursuant to the Contract

"Goods"; any item(s), including without limitation software and digital codes to be provided by Timeline pursuant to the Contract;

"Hire Period"; shall mean the period for which the Goods or Facilities are hired as set out in the Quotation Form.

"Intellectual Property Rights"/"IPR"; all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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), broadcast rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Pre-Existing IPR"; any IPR owned by Timeline at the commencement of this Contract;

"Quotation Form"; Timeline written offer specifying the Customer, Deliverables, the Goods, the Services, the Facilities, the Charges, the Contract Period and any Special Conditions.

"Safety Requirements"; health, safety, fire and environmental requirements (whether legislative or otherwise)

"Services"; the services, including the Deliverables, supplied by Timeline to the Customer as set out in the Quotation Form (which will include where appropriate any equipment/materials provided by Timeline to perform the services)

"Timeline"; Timeline Television Limited registered in England and Wales with company number 06019292 of Ealing Studios, Ealing Green, Ealing W5 5EP.

"Timeline Materials"; has the meaning set out in clause 11.1(e).

"Wet hire"; the hire of Goods and/or Facilities where Timeline also provides staff (including independent contractors) and/or operators and for the avoidance of doubt shall include the provision of Goods and/or Facilities to perform Services.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) 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;
- (d) 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
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 All orders made by the Customer for any Deliverables will be subject to the Quotation Form. The Quotation Form shall incorporate these Conditions and shall be interpreted in the light of these Conditions wherever possible, albeit that in the event of any direct conflict or inconsistency between the two, then the Quotation Form shall prevail.
- 2.2 Written acceptance of the Quotation Form shall be deemed to be an order for the Deliverables which shall immediately become binding between the parties and shall be in all respects be subject to the Contract ("**Commencement Date**").
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Timeline which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Timeline, and any descriptions or illustrations contained in Timeline's 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.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF GOODS, FACILITIES AND/OR SERVICES

- 3.1 Timeline shall supply the Deliverables to the Customer in accordance with the Quotation Form in all material respects.
- 3.2 Timeline shall use all reasonable endeavours to meet any performance dates specified in the Quotation Form.
- 3.3 Timeline 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 Timeline shall notify the Customer in any such event.
- 3.4 Timeline warrants to the Customer that the Services will be provided using reasonable care and skill.

4. TITLE AND RISKS

- 4.1 **Where the Contracts consists of the hiring out of any Goods**, they shall at all times remain the property of Timeline and the Customer shall have no right or interest therein other that set out in these Conditions and any rights of the Customer to possession of the said Goods hereunder (or otherwise) shall terminate automatically upon termination of the Hire Period (as defined below) or the Services hereunder (as the case may be), unless otherwise agreed in writing.
- 4.2 Subject to clause 4.3, the Customer shall not at any time sell or offer for sale, assign, mortgage or otherwise deal with the Goods or any part thereof and Timeline may terminate the Contract with immediate effect upon written notice in the event of the Customer making any attempt to do so.
- 4.3 The Goods might be subject to an underletting agreement provided that the Customer obtains Timeline's prior consent in writing.
- 4.4 The Customer shall not allow any lien or other encumbrance to be created over the Goods.
- 4.5 The risk of loss, theft, damage or destruction of the Goods shall pass to the Customer at the time of despatch from Timeline Premises (or other premises from where they were despatched to the Customer). The Goods shall remain at the Customer's sole risk during the period specified in the Quotation Form ("Hire Period") and any further terms during which the Goods are in the Customer's possession, custody or control ("Risk Period") until such time as the Goods are delivered back to Timeline.

5. WET AND DRY HIRE OF GOODS OR FACILITIES

- 5.1 Where the Contract consists of Dry Hire of Goods or Facilities
- (a) Customer duties
- i The Customer shall ensure that the Goods are kept and operated in a suitable environment, used only for the purposes for which they are designed, and operated in accordance with any operating instructions or guidance issued from time to time by the manufacturer of the Goods or by Timeline;
 - i The Customer shall pay all Timeline's costs in respect of the supply and fixing of any accessories, extras or additions which may be required by law or which are fixed to the Goods at the Customer's request;
 - i The Customer shall take all necessary steps at its own expense to retain and recover possession or control of any Goods over which the Customer loses control or possession;

- iv. The Customer shall permit Timeline or its authorised representatives at all reasonable times to enter upon any premises where the Goods may from time to time be located to inspect and test the condition of the Goods and grant Timeline reasonable access and facilities for such inspection and testing;
 - v. The Customer shall notify Timeline of any change of its address and upon request promptly inform Timeline of the whereabouts of the Goods;
 - vi. In respect of the condition and maintenance of the Goods the Customer shall be solely responsible at its own cost to regularly clean and maintain the Goods and subject to clause 8.3 promptly repair damage to the Goods, all in accordance with any instructions or guidance issued from time to time by the manufacturer of the Goods or by Timeline; and
 - vii. The Customer shall be responsible to Timeline for the prompt repair and replacement (at Timeline's option) of Goods or Facilities lost or damaged whilst hired by the Customer.
- (b) Insurance. The Customer shall arrange and maintain adequate insurance (as set out in clause 6) in relation to the loss of or damage to any Goods or Facilities hired from Timeline and may be required from time to time by Timeline to produce reasonable evidence of the same.

5.2 Where the Contract consists of Wet Hire of Goods or Facilities

- (a) The Customer shall be responsible for the care, control, security, insurance (as set out in clause 6) of the Goods or Facilities other than to the extent that the loss or damage is caused by the negligence of Timeline's staff and the Customer may be required from time to time by Timeline to produce reasonable evidence of the same.
- (b) In the event of loss or damage caused by negligent act or omission of Timeline's staff, Timeline shall be responsible for prompt repair or replacement provided that the Customer notifies Timeline promptly upon discovery of any such loss or damage
- (c) In any event, Timeline's entire liability hereunder in contract, tort (including for negligence or breach of statutory duty under the Contract by reason or in connection with clause 5.2(b) or otherwise howsoever arising) shall be limited to the maximum limit of cover provided by Timeline's third-party insurance cover from time to time (and which is at the date hereof of limited to £10,000,000, in words: ten million pounds Sterling). This clause is subject to clause 16 of these Terms.

6. INSURANCE

- 6.1 The Customer shall arrange and maintain with a reputable insurer adequate Public Liability Insurance which shall be no less than £3,000,000 in respect of

any one claim or incident with a scope of cover appropriate to the Goods and/or Facilities provided under the Contract. For the avoidance of doubt, such minimum insurance shall not be a limit of liability under this Contract.

6.2 The Customer shall produce to Timeline on demand copies of the insurance policies maintained in accordance with the terms of this Contract.

7. DELIVERY/COLLECTION

7.1 **Where the Contract consists of the hiring of any Goods**, the Goods shall be delivered or collected at such time and date as specified as the Hire Period and set out in the Quotation Form. Timeline shall use all reasonable endeavours to comply with any delivery schedules but Timeline will not accept liability for non-delivery by a specific time or date.

7.2 The Customer shall sign a dispatch note on delivery or collection of the Goods as acceptance of the Goods on the terms and conditions as set out herein and this shall be conclusive of proof that the Customer has examined the Goods and has found them to be in good condition and fit in every way for the purpose for which they are intended.

7.3 Unless otherwise agreed, the Customer shall return the Goods to Timeline by the end of the Hire Period. If the Goods are not returned the Customer shall be responsible for the full replacement value.

7.4 Timeline reserve the right to make deliveries by instalments and to render a separate invoice in respect of each such instalment.

7.5 If Timeline exercise its right under clause 7.5 then any delay in the provision of such deliveries or failure to deliver any further instalment(s) shall not entitle the Customer to repudiate the Contract, the delivery of any other instalment or to withhold payment in respect of any instalment previously delivered.

8. USAGE OF GOODS /FACILITIES

8.1 The Goods and/or Facilities shall be used only for the purpose(s) as specified in the Quotation Form and for no other purpose.

8.2 The Customer shall not use or permit the Goods and/or Facilities to be used or operated in a manner contrary to any instruction given by Timeline or to any statutory provision or regulation or in any way contrary to law or for illegal or inappropriate media.

8.3 The Customer shall not without Timeline prior written permission modify, alter, make additions or repairs to the Goods. Title and property in all substitutions, replacements, renewals made in or to the Goods, Materials shall vest in Timeline immediately upon installation.

8.4 The Customer shall not remove or interfere with any identification marks or plates affixed to the Goods, deface the Goods nor add any painting, sign, writing, lettering or advertising to or on the Goods.

8.5 The Goods shall not be taken out of the UK without Timeline's prior written consent

8.6 Security/Access

Where the Contract consists of or includes the hiring out of post-production facilities, the Customer shall obtain from Timeline door codes to access the premises.

9. HEALTH/SAFETY/FIRE

9.1 **Where the Contract consists of or includes the hiring out of post-production facilities**, the Customer shall comply with all current Safety Requirements including but not limited to those issued by the Health and Safety Commission and Executive and those notified by Timeline orally or in writing to the Customer.

9.2 Timeline shall notify the Customer of risks to health and safety which are reasonably foreseeable to Timeline and which may affect the Customer or Timeline arising out of or in any way connected with the activities of Timeline in connection with the Contract and the Customer shall have due regard to these.

10. LIVE TRANSMISSION SERVICES

10.1 In the unlikely event of any fault causing interruption to any transmission hereunder, Timeline shall use its best endeavours to remedy any such faults as soon as possible and to the extent it has the power to do so.

10.2 Timeline will use reasonable endeavours to prevent interference with, theft or unlawful reception of any audio or visual and/or audio visual material, text, data material submitted by or for the Customer for transmission ("Customer Material") but will not be responsible for the confidentiality or privacy of the Customer Material in so far as the same is transmitted by the transmission service as described in the Quotation Form.

11. TIMELINE SHALL HAVE NO LIABILITY IN RESPECT OF ANY UNAUTHORISED OR UNLAWFUL RECEPTION OF THE CUSTOMER MATERIAL BY ANY THIRD PARTY. TIMELINE RESERVES THE RIGHT TO INTRODUCE AN ENCRYPTION SERVICE (ALBEIT FOR AN ADDITIONAL FEE) AND SHALL NOTIFY THE CUSTOMER WHEN SUCH SERVICE WILL BECOME AVAILABLE AND AT WHAT COSTS. CUSTOMER'S OBLIGATIONS

11.1 The Customer shall at all times:

- (a) co-operate with Timeline in all matters relating to the Services;
- (b) provide to Timeline such information and materials as Timeline may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (c) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (d) warrant that, where relevant (such as in case of Live Transmission)
 - (i) it has the right to transmit the Customer Material and that it will on or before the commencement of the Service have obtained and throughout the Service period will maintain any and all necessary licences, consents and permissions required under any relevant legislation for the transmission of the Customer Material; and
 - (ii) the Customer Material is not obscene or defamatory in nature and will not expose Timeline to any civil or criminal proceedings;
- (e) keep and maintain all materials, equipment, documents and other property of Timeline ("**Timeline Materials**") at the Customer's premises or any other premises in safe custody at its own risk, maintain all Timeline Materials in good condition until returned to Timeline, and not dispose of or use the Timeline Materials other than in accordance with Timeline's written instructions or authorisation; and
- (f) indemnify Timeline against:
 - (i) all costs and expenses (including legal costs), losses and liabilities which Timeline may incur as a result of the Customer's:
 - i. breach of or non-compliance with its obligations or warranties under the Contract (including but not limited to this clause 12); or
 - ii. negligence or wilful default; and
 - (ii) any claims from third parties made as a result of its acts or omissions (including relating to infringement of any third party IPR supplier or IPR rights holder regarding IPR under or used in connection with the Contract).

11.2 If Timeline's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- (a) Timeline shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Timeline's performance of any of its obligations;
- (b) Timeline shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Timeline's failure or delay to perform any of its obligations as set out in this clause 11.2; and
- (c) the Customer shall reimburse Timeline on written demand for any costs or losses sustained or incurred by Timeline arising directly or indirectly from the Customer Default.

12. CHARGES AND PAYMENT

12.1 The Charges for the Services shall be the price (including agreed extras) set out in the Quotation Form.

12.2 **Deposit.** Where requested and agreed in writing, the Customer shall pay a deposit of 25% (or such rate as stated in the Quotation Form) of the total price set out in the Quotation Form immediately upon accepting this Contract. The Customer shall pay the balance in accordance with terms of payments as set out and agreed in the Quotation Form.

12.3 **Cancellation fee.** Unless otherwise expressly agreed by Timeline and stated in the Quotation Form if the Customer cancels the Contract for any reason after the Contract Date the Customer shall pay a fee representing a percentage, as set out below, of the Charges included in the quotation form. Any such cancellation must be properly notified to Timeline in writing by the Customer.

Time Period	Applicable % of the Charges
More than 20 business days before the Commencement Date	25%
10 to 20 business days before the Commencement Date	50%
2 to 10 business days before the Commencement Date	75%
Less than 2 business days before the Commencement Date	100%

12.4 Unless otherwise stated Timeline shall invoice the Customer on completion of the Services.

12.5 The Customer shall pay each invoice submitted by Timeline:

- (a) within 30 days of the date of the invoice;
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

(c) time for all payments by the Customer under these Conditions shall be of the essence of the Contract.

12.6 All amounts payable by the Customer 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 Timeline to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to Timeline 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.

12.7 Without limiting any other right or remedy of Timeline, if the Customer fails to make any payment due to Timeline under the Contract by the due date for payment ("**Due Date**"), Timeline shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current HSBC Bank's base rate 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.

12.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Timeline in order to justify withholding payment of any such amount in whole or in part. Timeline may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Timeline to the Customer.

12.9 This contract is divisible. The work performed in each month during the currency of the contract shall be invoiced separately. Each invoice for work performed in any month shall be payable by the customer in full, in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defector default in the work performed or to be performed in any other month.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Customer. For the avoidance of doubt, no assignment of any Pre-Existing IPR will be assigned under this Contract.

13.2 Where under the Contract the Customer provides Timeline with material which is subject to copyright or third party IPR or otherwise the Customer warrants that it has acquired, at the Customer's own expense, all necessary consents, permissions and/or clearances in the rights and shall hold Timeline harmless in respect of the same.

13.3 All Timeline Materials are the exclusive property of Timeline.

14. CONFIDENTIALITY

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 or subcontractors 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 or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 15 shall survive termination of the Contract.

15. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

15.1 Nothing in these Conditions shall limit or exclude either party's liability for:

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

15.2 Subject to 15.1:

- (a) Timeline shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract. The Customer is advised to arrange and maintain insurance in respect of such loss; and
- (b) Timeline's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000,000.

15.3 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.

15.4 This clause 16 shall survive termination of the Contract.

16. TERMINATION

- 16.1 Without limiting its other rights or remedies, Timeline may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;
 - (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (d) 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 the Customer (being a company) 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;
 - (e) a creditor or encumbrancer of the Customer 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 7 days;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
 - (g) a floating charge holder over the assets of that Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the other party;
 - (i) any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b) to clause 16.1(h) (inclusive);
 - (j) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 16.2 Without limiting its other rights or remedies, Timeline may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 16.3 Without limiting its other rights or remedies, Timeline shall be entitled to terminate the Contract with immediate effect by giving written notice to the Customer if at any time during the Contract Period Timeline exercises its rights under clause 4.2.
- 16.4 Without limiting its other rights or remedies, Timeline shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and Timeline if the Customer becomes subject to any of the events listed in clause 16.1(b) to clause 17.1(j),(inclusive) or Timeline reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

17. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Timeline all of Timeline's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Timeline shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all Timeline Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Timeline may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe-keeping and will not use them for any purpose not connected with this Contract;
- (c) 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
- (d) clauses which expressly or by reasonable implication have effect after termination shall continue in full force and effect.

18. GENERAL

18.1 Force majeure:

- (a) For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of Timeline including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Timeline or any other party), , act of God, 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, acts of third party (including any telecommunications operator, satellite consortium, utility companies, transport network), satellite or transponder pre-emption, satellite or satellite transmission failure or degradation (or failure or degradation of terrestrial facilities for the uplink to such satellite), inclement weather.

- (b) Timeline shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Timeline from providing any of the Services for more than six weeks, Timeline shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer and without liability therefor.

18.2 Assignment and subcontracting:

- (a) Timeline 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.
- (b) The Customer shall not, without the prior written consent of Timeline, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number or sent by email.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 18.3 shall not apply to the service of any proceedings or other documents in any legal action.

18.4 Waiver:

- (a) A waiver of any right under the Contract or these Conditions 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.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.5 Severance:

- (a) 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.
- (b) 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.

18.6 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.

18.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.8 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 Timeline.

18.9 Governing law and jurisdiction:

In the event of any dispute or claim arising out of or in connection with these Conditions and any Contract or its respective subject matter or formation (including non-contractual disputes or claims):

- (a) such dispute or claim and/or these Conditions and such Contract shall be governed by and construed in accordance with English law; and
- (b) the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.