

BY ACCEPTING THIS AGREEMENT OR BY ACCESSING OR USING THE PORTAL OR LICENCED DATA YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN IMMEDIATELY CEASE TO ACCESS OR USE THE PORTAL AND/OR THE LICENCED DATA AND ENSURE ALL LICENCED DATA IS IRREVOCABLY DELETED AND PUT BEYOND ALL USE.

WHERE YOU ARE ACCESSING THE PORTAL AND/OR LICENCED DATA AS AN EMPLOYEE, AGENT, CONTRACTOR OR OTHER REPRESENTATIVE OF A COMPANY, PARTNERSHIP OR OTHER LEGAL ENTITY THEN YOU MUST BE AUTHORISED BY THAT LEGAL ENTITY.

## BACKGROUND

- (A) Blue Book owns the copyright and any database rights in the Licenced Data which is stored within its Portal.
- (B) Blue Book has agreed to grant the Customer with access to the Portal and a licence to use the Licenced Data in accordance with the terms of this agreement.
- (C) This agreement is entered into by and between The Blue Book Limited (a company incorporated and registered in England and Wales with company number 15724297 whose registered office is at 233 Leyland Road, Penwortham, Preston, England, PR1 9SY) ("**Blue Book**") and the entity or person accessing the Portal and the Licenced Data (the "**Customer**").

## AGREED TERMS

### 1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement and in any other agreement between the parties.

1	<b>"Accounting Period"</b>	2	the 12-month period commencing on the Commencement Date, each subsequent 12-month period and the final period commencing on the date following the end of the last complete 12-month period before the date of termination of this agreement and ending on the date of termination.
3	<b>"Business Day"</b>	4	a day other than a Saturday, Sunday or public holiday in England when banks in England are open for business.
5	<b>"Charges"</b>	6	the charges specified in the Schedule.
7	<b>"Commencement Date"</b>	8	means the earlier of the date the Customer first accesses the Portal and/or the Licenced Data or pays any Charges.
9	<b>"Confidential Information"</b>	10	all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.
11	<b>"Customer User"</b>	12	any employee of the Customer authorised by the Customer to access and use the Portal and/or Licenced Data (wholly or in part), using their own unique username and account.
13	<b>"Customer User Restrictions"</b>		means each of the following: <ul style="list-style-type: none"><li>(i) only access and use the Licenced Data for the Permitted Purpose;</li><li>(ii) strictly limit access to the Licenced Data to the Customer Users;</li><li>(iii) only make copies of the Licenced Data to the extent reasonably necessary for the Permitted Purpose or the</li></ul>

	following purposes: security, disaster recovery and testing;
	(iv) not use the Licenced Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
	(v) not extract, reutilise, use, exploit, distribute, disseminate, copy or store the Licenced Data for any purpose not expressly permitted by this agreement; and
	(vi) not do anything which may damage the reputation of Blue Book, the Licenced Data or the Licenced Data, including by way of using the Licenced Data (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence.
14 <b>"Data Protection Legislation"</b>	15 means in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iv) any other applicable data protection and privacy laws
16 <b>"Good Industry Practice"</b>	17 in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.
18 <b>"Initial Period"</b>	19 a period of 12 months commencing on the Commencement Date.
20 <b>"Intellectual Property Rights"</b>	21 all patents, rights to inventions, utility models, copyright 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 rights, semi-conductor 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
22 <b>"Licence"</b>	23 the licence granted in clause 3.
24 <b>"Licenced Data"</b>	25 means the data and information which Blue Book shall make available to the Customer via the Portal, subject to the Licence.
26 <b>"Normal Business Hours"</b>	27 9.00 am to 5.00 pm GMT on a Business Day.
28 <b>"Permitted Purpose"</b>	29 internal business use only (which shall not include the use of the Licenced Data, by, or for the benefit of, any person other than an employee of the Customer).
30 <b>"Portal"</b>	31 Blue Book's portal contained on <a href="http://www.caravanbluebook.co.uk">www.caravanbluebook.co.uk</a> that the Customer and Customer Users will be granted access to in order to access the Licenced Data.
32 <b>"Portal Terms of Use"</b>	33 those terms of use contained at: <a href="http://www.caravanbluebook.co.uk/terms-and-conditions">www.caravanbluebook.co.uk/terms-and-conditions</a> .

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| 34 | <b>“Representatives”</b>  | 35 | in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.  |
| 36 | <b>“Renewal Period”</b>   | 37 | each successive 12-month period after the Initial Period for which this agreement is renewed.  |
| 38 | <b>“Term”</b>             | 39 | the Initial Period and any Renewal Periods.  |
| 40 | <b>“UK GDPR”</b>          | 41 | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.  |
| 42 | <b>“Unauthorised Use”</b> | 43 | any use of the Portal and/or Licenced Data which is not in accordance with the Permitted Purpose, or permitted under, this agreement, including any use which does not comply with the scope or conditions set out in clauses 3 or 4, is in breach of the Customer User Restrictions or is in breach of the Portal Terms of Use. |
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email but not fax.
- 2 Term**
- 2.1 This agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with this agreement, this agreement shall continue for the Initial Period and shall automatically extend for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period.
- 2.2 Either party may give written notice to the other party, not later than 20 days before the end of the Initial Period or the relevant Renewal Period, to terminate this agreement at the end of the Initial Period or the relevant Renewal Period, as the case may be.
- 3 Licence**
- 3.1 In consideration for Blue Book providing the Customer with access to the Licenced Data, the Customer shall pay the Charges in accordance with Clause 6.
- 3.2 The Customer shall ensure that it promptly complies with any minimum hardware configuration requirements specified by Blue Book from time to time for the purpose of accessing the Portal and/or the Licenced Data.
- 3.3 Subject always to the Customer complying with the Customer User Restrictions and not defaulting on the Charges, Blue Book grants to the Customer a non-exclusive, non-transferable, revocable, worldwide licence for the Permitted Purpose only during the Term, to:
- 3.3.1 access and use (but not modify or distribute to third parties) the Licenced Data for the Permitted Purpose; and
- 3.3.2 distribute the Licenced Data to Customer Users.

3.4 Except as expressly provided in this agreement, the Customer shall not redistribute or make available the Licenced Data (wholly or in part), other than as permitted under this agreement.

3.5 The Customer shall observe all Customer User Restrictions.

#### **4 The Portal**

4.1 During the Term, Blue Book shall provide access to the Licenced Data by granting the Customer and any Customer Users access to the Portal.

4.2 Subject to clause 6.6, Blue Book may change at any time, with as much prior notice to the Customer as is reasonably practicable:

4.2.1 the content, format or nature of the Licenced Data; and

4.2.2 the means of access to the Portal.

4.3 Blue Book will use reasonable endeavours to ensure the continuity of access to the Portal at all times with a view to ensuring the continuity and availability of the Licenced Data, and any of the Customer's services which rely on, or utilise the Licenced Data.

4.4 If any Unauthorised Use is made of Licenced Data and such use is attributable to the act or default of, or through, the Customer or a Customer User (including breach of any Customer User Requirements) then, without prejudice to Blue Book's other rights and remedies, the Customer shall immediately be liable to pay Blue Book, and Blue Book shall be entitled to submit an invoice for an amount equal to the Charges that Blue Book would have charged, had Blue Book authorised the unauthorised user at the beginning of the period of that Unauthorised Use together with interest at the rate provided for in clause 6.4 from the date of that unauthorised use to the date of payment.

#### **5 Security and Passwords**

5.1 The Customer shall ensure that it and all Customer Users maintain a secure password for their use of the Portal and it shall, and shall procure that each Customer User, keeps their password strictly confidential.

5.2 The Customer shall ensure that any Licenced Data accessed via the Portal is kept secure and in an encrypted form and shall implement the best available security practices and systems in accordance with Good Industry Practice to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Licenced Data.

5.3 If the Customer becomes aware of any misuse of any Licenced Data, or any security breach in connection with this agreement that could compromise the security or integrity of the Licenced Data or otherwise adversely affect Blue Book or if the Customer learns:

5.3.1 the Customer shall, at the Customer's expense, promptly notify Blue Book and fully co-operate with Blue Book to remedy the issue as soon as reasonably practicable; and

5.3.2 Blue Book may suspend the Customer's rights under this agreement until the misuse or security breach is remedied.

5.4 The Customer agrees to co-operate with Blue Book's reasonable security investigations.

#### **6 Charges**

6.1 For providing access to the Portal, the Customer shall pay to Blue Book the Charges in accordance with the relevant payment terms specified in the Schedule.

6.2 Time shall be of the essence regarding the Customer's obligations to make payments in accordance with this clause 6 and such obligations are material obligations for the purpose of clause 14.1.2.

6.3 Blue Book may charge interest at an annual rate of 5% above the base rate of the Bank of England, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the

date on which that sum is due and payable until receipt by Blue Book of the full amount, whether before or after judgment.

6.4 Blue Book may, at any time after the first anniversary of the Commencement Date (and each subsequent anniversary thereafter), by giving not less than 30 days' prior written notice, vary the Charges or the basis on which they are calculated.

6.5 The Customer may terminate this agreement from the date on which any variation under clause 6.4 is intended to take effect, provided that the Customer gives Blue Book written notice of termination within 20 days of the date of Blue Book's notice, where the variation results in an increase in the Charges greater than that of the Retail Price Index at the time the variation was proposed, in which case, the Customer shall be entitled to a refund of any Charges already paid in respect of any period following termination under this clause.

## **7 Confidentiality**

7.1 The provisions of this clause shall not apply to any Confidential Information that:

7.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 7);

7.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

7.1.3 was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.

7.2 Each party shall keep the other party's Confidential Information confidential and shall not:

7.2.1 use any Confidential Information except for the Permitted Purpose; or

7.2.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

7.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:

7.3.1 it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

7.3.2 at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 7.

7.4 The Customer acknowledges that Blue Book's Confidential Information includes the Licenced Data.

7.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

7.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this agreement, are granted to the other party, or are to be implied from this agreement.

7.7 The provisions of this clause 7 shall continue to apply after termination of this agreement.

## **8 Announcements**

No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

## 9      **Data Protection**

Each party will comply with all requirements of the Data Protection Legislation with respect to any personal data it handles while fulfilling its obligations under this agreement.

## 10      **Intellectual Property Rights Ownership**

10.1      The Customer acknowledges that:

10.1.1      all Intellectual Property Rights in the Licenced Data and the Portal are the property of Blue Book; and

10.1.2      it shall have no rights in or to the Licenced Data other than the right to use them in accordance with the express terms of this agreement.

10.2      The Customer shall co-operate with Blue Book to protect its goodwill and reputation and, without limitation.

10.3      Any display of the Licenced Data by the Customer shall credit, wherever technically and commercially feasible, Blue Book as the source of the Licenced Data.

10.4      The Customer acknowledges that reference in any element of the Licenced Data to trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by the Customer as free for general use, outside the scope of the use of the Licenced Data authorised by this agreement.

## 11      **Intellectual Property Rights Obligation**

11.1      Blue Book undertakes to defend the Customer from and against any claim or action that the provision, receipt or use of the Licenced Data (wholly or in part) infringes any Intellectual Property Right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Customer, the Customer shall:

11.1.1      give written notice of the IPR Claim to Blue Book as soon as reasonably practicable;

11.1.2      not make any admission of liability in relation to the IPR Claim without the prior written consent of Blue Book;

11.1.3      at Blue Book's request and expense, allow Blue Book to conduct the defence of the IPR Claim including settlement; and

11.1.4      at Blue Book's expense, co-operate and assist to a reasonable extent with Blue Book's defence of the IPR Claim.

11.2      Clause 11.1 shall not apply where the IPR Claim in question is attributable to:

11.2.1      possession, use, development, modification or retention of Licenced Data (wholly or in part) by the Customer other than in accordance with this agreement;

11.2.2      the Customer's failure to provide a suitable environment for accessing the Portal and/or the Licenced Data in breach of clause 3.2; or

11.2.3      use of the Licenced Data (wholly or in part) in combination with any hardware, software or data not supplied or specified by Blue Book to the extent that the infringement would have been avoided by the use of the Licenced Data (wholly or in part) not so combined.

11.3      If any IPR Claim is made, or in Blue Book's reasonable opinion is likely to be made, against the Customer, Blue Book may at its sole option and expense:

- 11.3.1 procure for the Customer the right to continue using or retaining the Licenced Data (wholly or in part) in accordance with this agreement;
  - 11.3.2 modify the Licenced Data (wholly or in part) so that they cease to be infringing;
  - 11.3.3 replace the Licenced Data (wholly or in part) with non-infringing items; or
  - 11.3.4 terminate this agreement immediately by notice in writing to the Customer and refund any Charges for the relevant Accounting Period paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Licenced Data to the date of termination) on return of the Licenced Data and all copies of it.
- 11.4 This clause 11 constitutes the Customer's sole and exclusive remedy and Blue Book's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 13.3.
- 12 Warranties**
- 12.1 Blue Book warrants that it has the right to license the receipt and use of the Licenced Data as specified in this agreement.
- 12.2 Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 12.3 Without limiting the effect of clause 12.2, Blue Book does not warrant that:
  - 12.3.1 access to the Portal and/or the Licenced Data will be free from interruption;
  - 12.3.2 the Portal will be accessible on the Customer's systems;
  - 12.3.3 the Licenced Data is accurate, complete, reliable, secure, useful, fit for purpose or timely; or
  - 12.3.4 the Licenced Data has been tested for use by the Customer or any third party or that the Licenced Data will be suitable for or be capable of being used by the Customer or any third party.
- 13 Limitation of Liability**
- 13.1 Neither party excludes or limits liability to the other party for:
  - 13.1.1 fraud or fraudulent misrepresentation;
  - 13.1.2 death or personal injury caused by negligence;
  - 13.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 13.1.4 any matter in respect of which it would be unlawful for the parties to exclude liability.
- 13.2 Subject to clause 13.1, Blue Book shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
  - 13.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - 13.2.2 any loss or corruption (whether direct or indirect) of data or information;
  - 13.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
  - 13.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.

- 13.3 Subject to clause 13.1, Blue Book's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall in all circumstances be limited to of the total Charges paid by the Customer to Blue Book during the 12-month period immediately before the date on which the cause of action first arose or, if the cause of actions arose during the Initial Period, in respect of the Initial Period.
- 13.4 Blue Book shall not be liable for any delay in providing access to the Portal or the Licenced Data that is caused by an event within the scope of clause 15 or the Customer's failure to comply with any obligation set out in this agreement.
- 14 Term and Termination**
- 14.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make that payment;
  - 14.1.2 the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 14.1.3 the other party:
    - 14.1.3.1 suspends, or threatens to suspend, payment of its debts;
    - 14.1.3.2 is unable to pay its debts as they fall due or admits inability to pay its debts;
    - 14.1.3.3 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
    - 14.1.3.4 (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
    - 14.1.3.5 (being a partnership) has any partner to whom any of clause 14.1.3.1 apply;
  - 14.1.4 the other party 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 other than (in the case of a company) 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;
  - 14.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - 14.1.6 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, partnership or limited liability partnership) 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;
  - 14.1.7 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 other party (being a company, partnership or limited liability partnership);
  - 14.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;



- 14.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 14.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
  - 14.1.11 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 clause 14.1.3 (inclusive); or
  - 14.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- 14.2 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Blue Book may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer has a change of control (within the meaning of section 1124 of the Corporate Tax Act 2010).
- 14.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 14.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 14.5 On any termination of this agreement for any reason or expiry of the Term, the Customer shall immediately pay any outstanding amounts owed to Blue Book under this agreement and, immediately upon termination or expiry cease accessing the Portal and ensure that there is no further access to the Licenced Data.
- 14.6 On any termination of this agreement for any reason or expiry of the Term:
- 14.6.1 each party shall as soon as reasonably practicable return, delete or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with this agreement including all materials containing or based on the other party's Confidential Information; and
  - 14.6.2 without limiting the effect of clause 14.5.1, the Customer shall as soon as reasonably practicable ensure that all Licenced Data is deleted from its systems,

and any electronic data shall be considered deleted, for the purpose of this clause 14.5, where it has been put beyond use by the deleting party.

## 15 **Force Majeure**

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two months, the party not affected may terminate this agreement by giving 5 Business Days' written notice to the affected party.

## 16 **Assignment**

- 16.1 This agreement is personal to the Customer and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of Blue Book (which is not to be unreasonably withheld or delayed).

- 16.2 Blue Book may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Customer.

## 17 **Waiver**

- 17.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## 18 **Remedies**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 19 **Notice**

- 19.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or principal place of business; or
  - 19.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
    - 19.1.2.1 Blue Book: support@caravanbluebook.co.uk; and
    - 19.1.2.2 Customer: such email address as is notified to Blue Book from time to time.
- 19.2 Any notice shall be deemed to have been received:
- 19.2.1 if delivered by hand, at the time the notice is left at the proper address;
  - 19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at su
  - 19.2.3 if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.
- 19.3 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.

## 20 **Entire Agreement**

- 20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them relating to its subject matter.
- 20.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 21 **Variation**

Except as expressly provided in this agreement, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22      **Severance**

22.1      If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

22.2      If any provision or part-provision of this agreement is deemed deleted under clause 22.1 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.

23      **No Partnership or Agency**

23.1      Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2      Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24      **Third-party Rights**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25      **Governing Law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26      **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### **Schedule – Charges**

In consideration of Blue Book providing the Customer with access to the Licenced Data, the Customer shall pay the following Charges (depending on the payment model the Customer wishes to follow):

#### **Annual Payment Terms (depending on the number of accounts the Customer wishes to operate):**

- 1 Portal account – £800 + VAT
- 2 Portal accounts – £1,200 + VAT
- 3 Portal account – £1,880 + VAT
- 4 Portal account – £2,200 + VAT

#### **Monthly Payment Terms (depending on the number of accounts the Customer wishes to operate):**

- 1 Portal account – £80 + VAT
- 2 Portal accounts – £120 + VAT
- 3 Portal account – £180 + VAT
- 4 Portal account – £220 + VAT

Payment of any relevant Charges shall be made in advance (either on an annual or monthly basis as applicable) and shall be made in accordance with clause 6 of the Agreement.