

## Sussex Living Ltd Structure

|                               |   |
|-------------------------------|---|
| Brief Overview                | <p>A4 publication within the Mid Sussex area. Sussex Living is owned and run by Tanis Banham and Carla Faulks (Sisters), we took the magazine over in November 2011.</p> <p>Our Editorial features, focus mainly on Mid Sussex, Topics we cover:- History, Community, Food &amp; Drink, Health &amp; Beauty, Home &amp; Garden, Charities, Business and more. We try to ensure that our editorial is bespoke. We are a free pickup magazine, therefore relying on advertisers for revenue, the magazine is 40% Editorial &amp; 60% Advertising or as near to this ratio as we can. We distribute 17,000, A4 copies within our area (map attached).</p>  |
| Title                         | Sussex Living   |
| Responsible Personal          | Tanis Banham – Managing Editor<br>Carla Faulks – Director<br>Sara Whatley – Assistant Editor  |
| Editorial Standards           | <p>We pride ourselves in researching our area for interesting stories, that will engage our readers and advertisers.</p> <p>We have not sort guidance from IPSO.</p> <p>Please find stories / editorial content published between 8<sup>th</sup> Sept 2014 &amp; 31<sup>st</sup> Dec 2014.</p>  |
| Complaints Handling procedure | <p>We accept complaints in any form, telephone, Email or letter. Complaints are dealt with by Responsible Personal (as listed above), usually Tanis.</p> <p>Complaints are filed along with the outcome and dealt with as quickly as possible. In the event that a complaint is bona fide, we will always offer to rectify this in our next issue, in the first instance asking if an apology within the Editors Comment would be acceptable, should the complainant feel that this is not acceptable we would ask that they visit us so we can come to a satisfactory solution. We ask that should someone have a complaint they approach us in the first instance and if they are not happy with the outcome to contact IPSO these details are printed in the magazine every month.</p> |
| Training process              | Being such a small team we do not have a Complaints Training manual.  |
| Compliance Record             | Attached  |
| Appendix – Writers            | Freelance writers contract – copy enclosed. All our writers are given instructions prior to either setting up an interview or researching any topic.  |



# Fighting Cancer together



While breast cancer is now the most common cancer diagnosed in the UK, early detection and new treatments means that more people are surviving than ever before. Women diagnosed today are twice as likely to survive their disease for at least ten years, than those diagnosed forty years ago.

One of the most powerful resources for breast cancer patients are support groups. Having recently been invited along to a meeting of the Mid Sussex Breast Cancer Support Group in Cuckfield, I can understand why. Led by Macmillan Breast Care Nurse Specialist, Teresa Hoskins, the warmth, laughter, honesty and friendship shared by members, was a humbling and inspiring experience.

The group meets every month providing an opportunity for those affected by breast cancer to swap information, share experiences and give each other strength through difficult times. "We've all been or are going through treatment, so we can all empathise with each other," explains one member. "It's really helpful to know that other people have been there and come out the other side."

Another member tells me, "By coming here you can ask questions you might not want to ask the specialist or oncologist. Teresa is wonderful. Sometimes you're worried it might be a silly question, but often you find out that someone else has felt the same way, or had the same fears and that's a huge help."

Along with providing limitless emotional and practical support, Teresa organises guest speakers on subjects like nutrition, lymphoedema, new developments in treatment, lingerie and swimwear options, as well as restorative yoga sessions.

the warmth, laughter,  
honesty and friendship  
shared by members,  
was a humbling and  
inspiring experience.

**October is Breast Cancer Awareness month, but support groups are available year round, helping us fight this disease together.**

"My aim is to give people the freedom to drop in and out of the group as they please," Teresa tells me. "Whatever's discussed is totally confidential, so people can come here and ask about anything. We've found the support is particularly important for women who have finished their treatment, for while there's a sense of relief, they can feel overwhelmed by what they've been through and need extra support and reassurance in moving forward with their lives."

There is also a wonderful social side to the group, organised by Ginny. "We go for pub lunches, fund raise, maybe have a fun round of golf and go up to the Grosvenor House Hotel for the annual Breast Cancer Care Fashion Show. We try and do something once every two months and always have a laugh."

As Teresa says, "The most important thing is peer support. The help and strength they give each other plays a vital part in the recovery process." **L**



**MID SUSSEX BREAST CANCER SUPPORT GROUP**

If you have been affected by breast cancer and would like to talk to Teresa she can be reached on 01273 696955 Ext 4111.

Alternatively, the group welcomes all and meets on the 2nd Monday of each month in the Old School, Church Road, Cuckfield from 2-4pm.



Normally this column relates to my experiences of life lived in rural Sussex ... well mostly. However, so content am I to live in our bucolic backwater that I seem to have lost track of how the great world of online shopping works. Or at least what a simple purchase says about you. Some weeks ago I took my courage in both hands and made a purchase on ebay. It was my first, and to date, only foray into the big scary world of buying and selling. I bought a small plate in the Brambly Hedge series. The transaction worked perfectly and the plate arrived as advertised.

So far so good.

Yesterday, ebay contacted me by email to say that thanks to my purchasing record, they were able to offer me special deals on some items, which they knew I'd like. The first of these offers, carefully chosen to reflect my lifestyle, was 'Flea and Tick remover for Cats'. A nice thought I suppose, but as

I do not have a cat, this selection fell at the first hurdle.

Having helped with my non-existent cat problem, ebay

were confident that their next offer would fit right in with what they clearly imagined was my dynamic and healthy way of life. It was a gigantic 'Professional Vegetable Juicer'. As I may have mentioned before, having been brought up in Scotland, I believe both exercise and vegetables are works of the devil. So the monster juicer also missed the target.

However, undeterred, ebay played their trump card and employing the intimate knowledge of me gained through my Brambly Hedge plate purchase, they thoughtfully offered me a 'Soft-close Toilet Seat.'

I have absolutely no idea what the purpose of this item is, let alone why ebay should think I need one. Don't they know I live in the country? ■

## View From The Downs



# Crackle, Bang, Pop!

Remember, remember the fifth of  
November, gunpowder treason and plot...

**This was a line that** began many a rhyme in the seventeenth century. And while many of the associated rhymes have faded from memory over time, that line remains well known some four hundred years later. But how did this come to be?

Robert Catesby and his twelve accomplices began plotting in early 1604. Upheaval caused by religious unrest, Catesby's hopes for greater tolerance were not realised so the plotters opted for drastic action. Had things gone to plan, King James and Parliament would have been blown up during the State Opening of Parliament on the 5th November 1605. But an anonymous tip-off alerted the authorities and when the undercroft of Parliament was searched on the evening of the 4th, a certain Guy Fawkes was discovered guarding thirty-six barrels of gunpowder. Fawkes was arrested and tortured, before eventually confessing. The plotters dispersed but were killed while on the run or eventually caught and tried. For the eight that were caught and convicted, they were hung, drawn and quartered – their body parts distributed to the four corners of the kingdom as a warning to traitors.

After the failed plot, Londoners were encouraged to celebrate the King's survival by lighting bonfires. This became an annual event and by the middle of the seventeenth century, effigies or guys were usually placed on the bonfire and fireworks let off in celebration.

Although it has largely died out now, it was popular for children to create their own effigies, put them in a wheelbarrow and go around the streets calling, "penny for the guy." They would spend the money on fireworks and burn the guy atop the bonfire. These days, families have fireworks in the back garden with bangers and hot chocolate, or attend lavish displays set to music and organised by local authorities.

Locally, Lewes is known as the bonfire capital of the world and many of the old customs from the 17th Century still survive here. Bonfire night in Lewes always takes place on the 5th November, unless the 5th is a Sunday. It generally follows the end of the Sussex carnival season, each of which is organised by local bonfire societies. For a town with a population of around 16,000 residents, each bonfire night sees around 3,000 participants and over 75,000 visitors. For anyone who has ever participated, it is a truly spectacular event and the memories will last a long time.

Standing the test of time, Bonfire Night is celebrated today in memory of a failed plot from 1605, with blazing fires, colourful light displays and hopefully, a steaming cup of cocoa! ☞

an anonymous  
tip-off alerted the  
authorities and a  
certain Guy  
Fawkes was  
discovered



Wednesday 5th November, 6:30pm – 9:00pm

#### **Lindfield High Street and Common**

Lindfield Bonfire Society will once again be celebrating with family friendly free fireworks and procession. Members of the Society will be outside Glyn Thomas Butchers in Lindfield High Street during the day with collecting buckets, calendars, mugs and programmes for sale. At 6:30pm roads will close and the Fancy Dress Competition will begin in the King Edward Hall, with prizes!

Torchlight Procession, 7:30pm outside King Edward Hall, down Black Hill, along Hickmans Lane and High Street onto the Common.

The grand fireworks display will begin at approximately 8:15pm. Please remember that it is not permitted to fire any fireworks or sparklers in a public place, and this includes the Common.

Lindfield Bonfire Society put on this event to entertain the people of Lindfield and do not charge any entry fee. But please give generously so we can continue to put on this free event, and donate to local children's charities. We welcome new members to help with our fundraising, make torches, wear stripes or costume and join the procession, or simply help us financially by donating £10 a year to receive the LBS newsletter. Please visit [www.lindfieldbonfiresociety.co.uk](http://www.lindfieldbonfiresociety.co.uk) or join us on Facebook to find out more.

Saturday 8th November, 6:00pm

#### **Cuckfield Park**

Bonfire lit at 6:45pm. Fireworks to music with Bright FM Roadshow 7:30pm. Admission: Adults £7, Under 16's £5, Under 4's free. Free on-site parking, disabled parking also available. Hot and cold drinks, snacks, sweets and popcorn, doughnuts, hot dogs, pizza, hog roast and burgers. No alcohol allowed on site. Visit [www.cuckfieldbonfire.co.uk](http://www.cuckfieldbonfire.co.uk) for more information.

Saturday 8th November, 6:15pm

#### **East Grinstead**

**GAC Stadium, East Court, Holtye Road**  
Gates Open: 6:15pm.

Music & commentary:  
Meridian FM

Pre-display entertainment from 7pm featuring The Young Dream Chasers followed by Juggling Inferno.

The firework display begins at 7:45pm.

There will be a food stall, real ale tent, candy floss stall and children's rides.

Admission for a family is £15 for two adults and two children under 16. Admission for adults is £7 and for children under 16 £3.

Sunday 2nd November, 5:30pm

#### **Danny Park, Hurstpierpoint**

6:00pm Best Guy competition judging

6:30pm Fireworks Display  
6:50pm Bonfire lit with all the Guys and the Best Guy on top.

Take a 'Guy' to the Best Guy Competition before 5:50pm and one child will be given free admission. Under 3's are admitted free.

Free parking on site. Food available. Admission: Child or Adults £5

at gate or £3 if paid in advanced by buying from the following places: Minthouse and Pierpoint Pets in Hurstpierpoint, QD Stationery, Marchants or the Friends of Hassocks Infants School in Hassocks, and in Burgess Hill from Birchwood Grove PTA and London Meed School.

For safety reasons - no private fireworks or sparklers.

Saturday 8th November, 6:00pm

#### **Chailey**

Torch lit procession from Chailey Secondary School to the fire site with a new venue opposite Markstakes Lane. The A275 will be closed from Beggars Wood Road (North Chailey) up to Mill Lane (South Chailey) from 6pm through until 9pm for the memorial procession and laying of the wreath at the memorial Chailey Green. Fireworks commence at approximately 8pm.

**Whilst I can grow flowers**, arranging them is not my forte. I do not have the patience or skill required for Floral Art, being more of a 'Sweet peas shoved in a jam jar' sort of gal. However, I love to deck the halls at Christmas. Here are a few tips and ideas for arrangements that are so simple – even I can do them.

It's important to give any plant material a long drink before bringing indoors. Stand flowers and foliage overnight in a deep bucket of water in a cool place. The water-filled stems will cope better with dry, centrally-heated rooms. Think of a real Christmas tree in exactly the same way as you would a cut flower. Over the festive period, a large tree will take up several pints, so use a tree support that has an in-built water reservoir and check it regularly.

An arrangement comprising of solely artificial flowers usually looks, errr ... artificial, but judicious use of faux flowers and berries can look wonderful. The trick is to place a few artificial stems in an arrangement of mostly natural ones; the effect will appear naturalistic but you'll have the benefit of a longer-lasting display with no staining pollen or sticky rosehips dropping onto the carpet.

Candle light is lovely, but a naked flame doesn't make for a relaxing evening if you have young children or pets to consider. Instead, try a string of battery operated fairy lights. Christmas Eve? 11pm? House a mess? Don't panic! Here's how to make a decoration in five minutes flat: take a large plate and place a potted cyclamen in the centre, drape a light string around the plate, scatter with pinecones and ivy to hide the wiring - and that's it!



It's important to give any plant material a long drink before bringing indoors

Another decoration, requiring a little more planning, is to find a container made of plain glass; preferably a square-sided 'tank' vase, or a goldfish bowl. Take some allium seedheads, (the ones I told you not to chuck on the compost heap in last month's column), and give them a gentle misting with metallic spray paint. Gently push the seedheads into the container, randomly threading a light string through them as you go. Use baubles in gold or silver to fill any gaps. In a low-lit room, this arrangement seems to float an inch above the table. Your guests will exclaim, "Oh, you're so clever!" when, in fact, you've stolen the idea from me. Being the Season of Goodwill, I'll graciously say nothing and let you bask in the glory. Happy Christmas - Peas on Earth! ▣



Making the most out of simple flower arrangements and decorations, Flo Whitaker makes your Christmas beautifully easy

FREELANCE WRITER CONTRACT  
TERM SHEET

DATE:

PARTIES:

1. Sussex Living Ltd of 128 High Street, Hurstpierpoint, West Sussex BN6 9FD.

2. XXXX

Freelance Writer Contract

We set out below the principal commercial terms under which you have agreed to provide your services as a freelance writer to the company.

The terms set out in this Term Sheet are in addition to the attached Standard Terms and Conditions, which together will constitute the contract between you and the Company. The terms set out in this Term Sheet prevail over any conflicting term in the Standard Terms and Conditions.

|                   |  |
|-------------------|--|
| PUBICATION:       | Sussex Living Limited  |
| COMMISSION BRIEF: | Editorial or Advertorial as commissioned                           |
| COPY DATE:        | As notified to you as part of each commission                      |
| FEES:             | 0.15p per word and expenses if incurred, £TBC per Photograph used. |
| SPECIAL TERMS:    | Agreed on each commission.   |

Please sign below to indicate your agreement to the above.

.....  
**For and on behalf of Sussex Living Ltd**

-----

Agreed and accepted

.....  
**Name:-**

Dated.....



**FREELANCE WRITER CONTRACT**  
**STANDARD TERMS AND CONDITIONS**

**1. Introduction**

1.1 This document sets out the standard terms and conditions applicable to freelance writers engaged by Sussex Living Ltd (the **Company**). It should be read in conjunction with the Term Sheet setting out the specific terms applicable to your engagement.

1.2 These standard Terms and Conditions together with the details contained in the Term Sheet constitute the entire contract between you and the Company (the **Contract**). They supersede and replace any previous discussions, arrangements or contracts (whether written or oral) between you and the Company.

1.3 Capitalised terms in these Terms and Conditions have the meaning given to them either in the Term Sheet or in these Terms and Conditions (as applicable).

1.4 Your engagement under the Contract is subject to and conditional upon receipt by the Company of: (a) the signed Term Sheet; and (b) if requested, evidence showing that you are legally entitled to work in the United Kingdom; and (c) if requested, references which are considered satisfactory by the Company in its absolute discretion. Notwithstanding the foregoing, if you have not signed the Term Sheet but you accept the agreed payment in respect of an engagement the Contract will be deemed to apply in respect of that engagement.

**2. Term**

The Contract shall commence on the date on which you first perform services for the Company following signature and shall continue until terminated in accordance with paragraph 10 below (the **Engagement Period**).

**3. Services**

3.1 You agree to deliver the commissioned piece(s) specified in the Term Sheet. The Company may request that you provide other freelance services from time to time during the Engagement Period. This Contract shall apply to the Term Sheet commission and to all other freelance

services that you agree to provide during the Engagement Period (together the **Services**) unless you and the Company agree otherwise in writing.

3.2 You agree that you will throughout the Engagement Period:

3.2.1 provide the Services with all due care, skill and ability and in accordance with the deadlines notified to you by the Company;

3.2.2 attend such meetings and provide such assistance or information as the Company may reasonably require in connection with the provision of the Services;

3.2.3 comply with all the Company's procedures and policies in force from time to time where the Services are performed including but not limited to any policies and procedures relating to health & safety and IT security;

3.2.4 ensure that all products of your Services (the **Products**) are original to you and do not infringe the copyright or any other right of any third party except to the extent notified to the Company in writing at the time of delivery (so that the Company is afforded adequate opportunity to review any such Products in good time prior to the proposed date of publication).

3.3 You agree that you will not:

3.3.1 incur any expenditure in the name of the Company unless you have been given prior written authorisation to do so;

3.3.2 hold yourself out as having authority to bind the Company; or

3.3.3 during or after the Engagement Period, directly or indirectly make any statement (either verbally or in writing) which is critical or derogatory of the Company or any of its officers, employees, agents or clients.

**4. Fees and Expenses**

4.1 In consideration of and subject to the due provision of the services set out in the Term Sheet and the acceptance of the

commissioned material by the Company, the Company will pay you the fees set out in the Term Sheet. Fees shall be payable "monthly within 30 days of receipt of your invoice which you should render by 30th of each month". Fees for any additional services may be agreed on a case by case basis, and if agreed will be payable as above, save that if no fees are separately agreed for any specific service the fees payable for that service shall be equal to or calculated pro rata in accordance with the fees payable in the Term Sheet.

4.2 The Company has no obligation to publish or pay for material that:

4.2.1 is not, in the reasonable opinion of the Company, of a publishable standard; or

4.2.2 is delivered late; or

4.2.3 is not in accordance with the terms of the Term Sheet or this Contract.

4.3 If commissioned material complies in all respects with the relevant Term Sheet and the Company's requirements but is not published for any reason, the fees payable for that material will be reduced by not published not paid%.

4.4 Subject to the production of receipts or other appropriate evidence of payment, the Company shall reimburse reasonable expenses properly and necessarily incurred by you in the course of the provision of the Services, provided that all such expenses are approved in advance by the Company.

4.5 All fees are exclusive of VAT which will be payable (if applicable) on presentation of the relevant VAT invoices.

4.6 The Company is entitled to deduct from fees payable to you any sums due from you to the Company including, without limitation, any overpayments made to you by the Company and the cost of repairing any damage or loss to the Company's property caused by you.

## 5. Grant of Rights

5.1 As legal and beneficial owner and with full title guarantee you hereby irrevocably assign and grant to the Company its successors and assignees (to the extent of your interest therein) the worldwide copyright in and to the Products (including to the extent applicable a

present assignment of future copyright) and all other rights of whatever nature in all media whether now or hereafter known throughout the world in and to the Products to which you are now or may at any time after the date hereof be entitled pursuant to any of the laws in force in any part of the world absolutely free of all encumbrances, charges and liens for the whole period of such rights for the time being capable of being assigned together with all renewals, reversions and extensions.

5.2 You agree at the expense of the Company to execute all further documents and do all acts and things that may be necessary or desirable from time to time to vest in the Company the rights in the Products expressed to be granted in this Contract.

5.3 You irrevocably and unconditionally grant to the Company, its successors, assignees and licensees all consents required under the Copyright, Designs and Patents Act 1988 and all other laws now or in the future in force in any part of the world which may be required for the full and unrestricted use and exploitation of the Products (subject only to any express restrictions contained in this Contract).

5.4 You agree that the fees paid to you include full and adequate equitable remuneration in respect of any exploitation of the Products now or in the future for which such remuneration may be due.

5.5 You agree that the Company shall have the right to edit, adapt, amend, delete and to make any other changes it deems necessary to the Products and you waive any moral rights in the Products to which you are now or may at any time in the future be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions in any jurisdiction and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Products infringes your moral rights. "We shall consult with you (time permitting) regarding any edits to a piece."

5.6 You agree to indemnify the Company and keep it indemnified at all times from and against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other

claim relating to the Products supplied by you to the Company during the course of providing the Services.

## 6. Status

6.1 The relationship between you and the Company is that of independent contractor and nothing in this Contract shall render you an employee, agent or partner of the Company and you shall not hold yourself out as such.

6.2 For the purposes of this paragraph 6 Tax shall mean income tax, national insurance contributions, social security contributions and all levies, duties, charges or withholdings in the nature of taxation, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them.

6.3 You shall be fully responsible for and agree to indemnify the Company against all costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any liability for any Tax arising from the performance of the Services (save to the extent that such recovery is prohibited by law).

6.4 If you are reclassified or treated by HMRC as an employee rather than an independent contractor at any time following the date of this Contract, you shall notify the Company of this fact as soon as is reasonably practicable and at the Company's written request you must:

6.4.1 pay to the Company any Tax refund or other amount you are entitled to receive from HMRC as a result of such reclassification or treatment for the Engagement Period; and

6.4.2 provide a written undertaking to HMRC following such reclassification or treatment that the Tax you have already paid to HMRC in respect of the Engagement Period can be offset against or otherwise taken into account in calculating the Company's Tax liability, and that you will not subsequently seek a refund of such Tax from HMRC.

6.5 You acknowledge and agree that, in view of the fact that the Company's status by virtue of this Contract is that of a client or customer of your profession or business, you are not a "worker" for the

purposes of the Working Time Regulations 1998 (the WTR). Accordingly, it is agreed that you do not have an entitlement to any minimum period of paid annual leave by virtue of the WTR.

6.6 You agree to notify the Company as soon as reasonably practicable if you are unable to provide the Services due to illness or injury and to provide the Company with such evidence of the same as may be reasonably required.

## 7. Confidential Information

7.1 For the purposes of this paragraph 7 Confidential Information means all information and material (whether marked "confidential" or not) disclosed to you directly or indirectly (whether before or after the date of this Contract) by any and all means, methods and formats by or on behalf of the Company including any information or material relating to the Company's present or potential systems, operations, business plans, business proposals, intentions, market opportunities, know-how, research, trade secrets, intellectual property rights, personnel, costs, prices, finances and business affairs.

7.2 You agree to keep the Confidential Information at all time confidential and not to disclose or to permit its disclosure to any person either during or at any time after the Engagement Period.

7.3 The provisions of paragraph 7.2 do not apply to any use or disclosure authorised by the Company, or as required by law, or to any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

## 8. Other Activities

8.1 Nothing in this Contract will prevent you from being engaged, employed or concerned in any other business, trade, profession or other activity provided that it does not interfere with the proper performance of the Services and you do not provide any of the Products delivered hereunder to any other party.

## 9. Warranties, Exclusions and Limitations of Liability

9.1 You warrant that you have the full power and authority to enter into this Contract,

and that the publication and use of the Products by us as permitted in this Contract will not infringe the copyright, trade mark, privacy right or any other right of any person.

9.2 You agree that the Company shall be under no obligation to make use of the Products.

#### 10. Termination

10.1 Either party may terminate this Contract at any time during the Engagement Period by giving to the other at least one month's written notice. In the event of termination, the Company shall be liable in respect of any fees accrued and expenses incurred up to the date of termination only.

10.2 Notwithstanding paragraph 10.1 above, the Company may at any time terminate this Contract with immediate effect with no liability to make any further payment to you (other than in respect of any fees or expenses accrued due at the date of termination) if:

10.2.1 you are in material breach of any of your obligations under this Contract; or

10.2.2 other than as a result of illness or accident, you wilfully neglect to provide or fail to remedy any default in providing the Services; or

10.2.3 you pledge the credit of the Company or incur any liability on behalf of the Company without specific prior written authority.

10.3 On the termination of this Contract you must deliver up to the Company all materials in your possession that are the property of the Company. The Company may withhold payment of the last instalment of fees due until you have complied with this paragraph 10.3.

#### 11. Miscellaneous

11.1 This Contract contains the entire understanding and agreement of the parties relating to its subject matter to date and supersedes in all respects any previous contracts or understandings between the parties (whether written or oral) in relation to its subject matter.

11.2 You may not assign or sub-contract any part of this Contract or your rights or

obligations hereunder without the prior written consent of the Company. The Company may freely assign, charge, transfer or license its rights hereunder.

11.3 No variation of this Contract will be effective unless made in writing and signed by or on behalf of each of the parties.

11.4 In the event that any provision or part of a provision of this Contract is, or is held to be, illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction it shall be severed and the remainder of this Contract will be deemed in full force and effect.

11.5 No failure or delay by any party in exercising any right or remedy under this Contract will operate as a waiver of that right or remedy. No waiver or discharge of any breach will be effective unless in writing signed by the party giving the waiver. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights and remedies provided in law or otherwise.

11.6 Nothing in this Contract creates or shall be deemed to have created a partnership or a joint venture or an employment or agency Contract between the parties. Neither party will do anything to bind the other to any contract or to pledge the credit of the other or to bind it to any obligation, commitment or liability, nor will represent itself as able to do so.

11.7 A person who is not a party to this Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract except an assignee under paragraph 11.2.

11.8 Notices under this Contract shall not be valid unless in writing and delivered personally, or sent to a party by first class recorded delivery post. A party may change its notice details by serving notice on the other party of the change in accordance with this paragraph. In the absence of earlier receipt, and save as provided below, any notice served under this Contract will be deemed to have been duly served as follows:

11.8.1 if delivered personally, on delivery; and

11.8.2 if sent by first class recorded delivery inland post, at 9.30 am on the second business day after the date of posting;

PROVIDED THAT any notice served other than by post on a day which is not a business day or at any time after 5.30 pm on a business day will be deemed to be served at 9.30 am on the next business day.

11.9 This Contract is governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the jurisdiction of the High Court of England and Wales as regards any claim, dispute or matter arising under or in relation to this Contract.