

BNJC Co-Working Terms & Conditions

THE PARTIES AGREE THAT THE FOLLOWING TERMS SHALL SET OUT THEIR RESPECTIVE RIGHTS AND OBLIGATIONS:

1. INTERPRETATION

1. Definitions

Common Parts: such entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Location the use of which is necessary for obtaining access to and egress from the Workspace, and lavatories and other common spaces, as designated from time to time by BNJC.

Intellectual Property Rights (IPRs): means patents, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Inventory: means the equipment, furniture or items set out in the Membership Form, as amended from time to time, provided to the Member by Co-Working @BNJC must be returned in the same condition as received by the Member at the end of the Membership Period.

Meeting Room Credits: means the meeting room credits included in the Membership Plan. –

Member, you or your: means the individual or company listed on the BNJC Membership Form who has a Membership and the obligations of which extend to all employees, contractors, agents and officers of the Member.

Member Portal: means the web-based portal and/ or app provided by BNJC to Members at its discretion and through which Members may, for example, make meeting room bookings, manage their billing details and contact other Members.

Membership: means the right to use the BNJC co-working area under the Membership Plan on the terms set out in this Membership Agreement or as amended with BNJC's written consent.

Membership Agreement: means the Membership Agreement signed by the parties comprising the BNJC Terms and Conditions of Membership and the Membership Form.

Membership Fee: means the fee payable by the Member for the Membership and any additional or incidental fees incurred as a result of the Member's Membership or use of the co-working area.

Membership Form: means the form setting out the Member's details and information and which in the event of a conflict with BNJC's Terms and Conditions the terms of which shall prevail.

Membership Period: means the term of the Member's Membership commencing on the Membership Start Date or as amended with BNJC's written consent.

Membership Plan: means the type and use of the co-working area enjoyed by the Member under the terms of their Membership as set out in the Membership Form or as amended with BNJC's written consent.

Membership Start Date: means the date on which Membership commences.

Minimum Contract Term: means the initial minimum contractual term of a Membership (which may be longer than the applicable Notice Period).

Notice Period: means the notice period required of the Member to terminate the Membership Agreement.
(which notice period may be exceeded by any Minimum Contract Term set out in the Membership Form).

Permitted Hours: means the hours or days per week the Member is permitted to use the co-working area as a licensee under the terms of the Membership Plan and as set out in the Membership Form or as amended with BNJC's written consent.

Permitted Use: means the Member's business which it is permitted to undertake in the co-working area subject to compliance with Class B1(a) of The Town and Country Planning (Use Classes) Order in force for the Location or Workspace at the Membership Start Date.

BNJC, we or us: means BNJC Trading Ltd, a company incorporated under the laws of England with registered number , with its registered office at , Brighton, United Kingdom, BN1 , or any of its subsidiaries, be they fully or partly-owned.

BNJC Business: means the business of providing co-working spaces, serviced office accommodation and related business services.

BNJC House Rules: the BNJC house rules and acceptable use policy or as amended by BNJC from time to time which apply to Members.

Primary Contact: means the authorised administrative contact of the Member who is permitted to make changes to the Membership and/or give notice to terminate this Membership Agreement.

Private Office: means the provision of dedicated office space as at the Location set out in the Membership Form or as amended with BNJC's written consent.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Team Members: means the number and identity of the Member's employees, contractors, agents or officers who are made known to BNJC and permitted to use the co-working area and each of whom are bound by the terms of this Membership Agreement and the BNJC House Rules.

Co-working area: means the flexible or dedicated workspace licensed in the form of a Day Pass or Private Office for the Permitted Hours at the Location made available to the Member during the Membership Period as set out in the Membership Form or as or as amended with BNJC's consent and including the Inventory.

Co-Working area Services: means the services and facilities provided to the Member at the Location, including voice and data telecommunication services, facsimile, photocopying, secretarial, word-processing, meeting and conference facilities, internet facilities, car parking and other services as set out in the Membership Form or as made available to the Member at the co-working area or in the Location

from time to time during their Membership.

VAT: means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1. 1.2. Interpretation:

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

1.2.2. any words following the terms including, **include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

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

1.2.4. any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable commercial endeavours to prevent that thing being done by another person, and

1.2.5. a reference to **writing or written** includes email.

2. LICENCE TO OCCUPY

2.1 In consideration of the payment of the Membership Fee by the Member to BNJC, BNJC permits the Member to enjoy Membership and for the Team Members to use the co-working area for the Permitted Use for the Membership Period together with the right to:

2.1.1. use such reasonable parts of the Location for the purposes of access to and egress from the co-working area;

2.1.2. use the Common Parts within the Location as the same may be designated by BNJC from time to time in common with BNJC and all others authorised by BNJC.

2.2. The Member agrees that:

2.2.1. the Member shall occupy the co-working area as a licensee and that no relationship of landlord and tenant is created between BNJC and the Member by this Membership Agreement;

2.2.2. its use of the co-working area is non-exclusive and shall not exceed the Designated Hours or number of Team Members for the relevant Membership Plan during the Membership Period;

2.2.3. BNJC retains control, possession and management of the Workspace and the Member has no right to exclude BNJC from the Workspace;

2.2.4. the licence to occupy granted by this Membership Agreement is personal to the Member and is not assignable and the rights given in this clause 2 may only be exercised by the Member and its Team Members;

2.2.5. Day Pass availability is always subject to sufficient space being free to accommodate those Members wishing to have access at any one time.

2.3 If the Member's use of the co-working area and Location, or number of Team Members, exceeds the agreed Membership Plan or Designated Hours BNJC may at its sole discretion require the Member to increase its Membership to the next highest or most appropriate Membership Plan.

2.4 During the Membership Period the Member will be subject at all times to all rights, regulations, restrictions and covenants affecting the co-working area, Location or other spaces made available to the Member from time to time.

2.5 The Members agrees that only those Team Members made known to BNJC shall be entitled to access the Member's co-working area and enjoy the benefits of Membership.

2.6 BNJC has the right to withhold the Membership and any related services or permissions (including for the avoidance of doubt denying the Member access to the co-working area) while there are any outstanding fees and/or interest due to BNJC or the Member is in breach of any other material terms of this Membership Agreement.

3. MEMBER OBLIGATIONS

3.1 The Member agrees to:

3.1.1. adhere to the Minimum Contract Term and pay the Membership Fee on the terms set out in clause 3;

3.1.2. not use the co-working area other than for the Permitted Use and not to carry on a business or do or permit the doing of anything which conflicts with this agreement or the BNJC House Rules;

3.1.3. keep the co-working area and Location clean, tidy and clear of rubbish and generally be a good, considerate Member;

3.1.4. not make any alteration or addition whatsoever to the co-working area including for the avoidance of doubt the installation of any Service Media, other than with the express written consent of BNJC, and in which case any such alteration or addition must be carried out by contractors expressly approved by BNJC;

3.1.5. not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the co-working area or elsewhere in the Location or Workspace without the prior written consent of BNJC, such consent not to be unreasonably withheld or delayed;

3.1.6. not obstruct any part or Common Parts of the co-working area or Location;

3.1.7. not apply for any planning permission in respect of the co-working area or Location;

3.1.8. not do anything that will or might constitute a breach of any necessary consents affecting the co-working area or Location which will or might vitiate in whole or in part any insurance effected by BNJC or any superior landlord in respect of the Workspace and the Location from time to time;

3.1.9. comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the co-working area or Location;

3.1.10. observe any reasonable rules and regulations BNJC makes known to the Member from time to time, including governing the Member's, other members' or BNJC's use and enjoyment of the co-working area or Location; and

3.1.11. not do, permit or allow to remain upon the co-working area anything which may be or become illegal or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to BNJC or the other occupiers or users of the Location or adjacent or neighbouring premises

3.1.12. leave the co-working area in a clean and tidy condition in accordance with the Inventory and remove any furniture, equipment, goods or other items from the co-working area by 5pm on the last day of the Membership Period;

3.1.13. indemnify BNJC and keep BNJC indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in

any way arising from any breach by the Member of this Membership Agreement, and

3.1.14. not to do anything on or in relation to the Location or co-working area that would or might cause BNJC to be in breach of any of its covenants or might bring it into conflict with any superior owner or landlord.

3.2 The Member further agrees to:

3.2.1. cooperate with BNJC in all matters relating to its Membership, access to the Location and use of the co-working area;

3.2.2. provide, in a timely manner, such information as BNJC may reasonably require, including the details of Team Members, and ensure that it is accurate and complete in all material respects;

3.2.3. permit BNJC to access the co-working area, including any lockers, with or without notice, for cleaning, maintenance, safety or emergency purposes, and

3.2.4. use the communal Location and co-working area services and facilities on a fair use basis and accept that there may be times where because of high demand Location or co-working area services or facilities may be slow, delayed or unavailable.

3.3 The Member irrevocably appoints BNJC to be the Member's agent to, at BNJC's sole discretion, store, sell or dispose of any furniture, equipment, goods or other items the Member has fixed to or left at the co-working area for more than five working days after the end of the Membership Period. BNJC shall not be liable to the Member by reason of said storage, sale or disposal and the Member shall indemnify BNJC in respect of any claim made by a third party in relation to the storage, sale or disposal and BNJC's costs in relation to the storage, sale or disposal.

3.4 If required by BNJC, the Member shall provide information and sign relevant documents to allow BNJC to claim any relief on business rates in relation to the co-working area within 2 working days of such request.

3.5 Where the Member comprises more than one individual or person, such individuals or persons shall be jointly and severally liable to observe and perform all of the Members obligations under this Membership Agreement.

4. BNJC'S OBLIGATIONS & RIGHTS

4.1 BNJC shall use its reasonable commercial endeavours:

4.1.1. to ensure that the Common Parts of the Location are fit for use as a shared co-working space;

4.1.2. to procure that the Service Media at the Location are in reasonable working order;

4.1.3. to work with any superior owner or landlord of the Location to ensure the same, and

4.1.4. comply with all applicable laws, statutes, regulations and codes from time to time in force, provided that BNJC shall not be liable under this Membership Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Membership Agreement

PROVIDED ALWAYS THAT BNJC shall not be liable for any loss or damage arising from any Force Majeure event or failure or interruption of any service or utility at the Location beyond its reasonable control, or due to the carrying out of any refurbishment, rebuilding, repair maintenance or servicing of the Location from time to time, including at the demand or order of any superior owner or landlord of the Location, nor due to any act or omission that is beyond BNJC's reasonable control (other than any loss or inconvenience in respect of which the law prevents BNJC excluding liability).

4.2 Notwithstanding clause 4.1 BNJC cannot guarantee to provide Service Media access in our Locations or co-working area at all times or that access to Service Media will be uninterrupted.

4.3 If BNJC's performance of its obligations under the Membership Agreement is prevented or delayed by any act or omission of the Member, its agents, subcontractors, consultants or employees, BNJC shall:

4.3.1. not be liable for any costs, charges or losses sustained or incurred by the Member that arise directly or indirectly from such prevention or delay;

4.3.2. be entitled to payment of the Membership Fees or co-working area Service Charges despite any such prevention or delay; and

4.3.3. be entitled to recover any additional costs, charges or losses BNJC sustains or incurs that arise directly or indirectly from such prevention or delay.

4.4 BNJC has the full and free right to re-develop refurbish and/or redecorate the whole or any part of the Location including the Workspace from time to time.

4.5 BNJC may transfer the benefit of this agreement and its obligations under it at any time.

5. MEMBERSHIP FEES

5.1. The Member shall pay to BNJC including any applicable VAT without any set-off, counterclaim, deduction or set off:

5.1.1. the Membership Fee in advance, on the first day of each month and, if demanded, any Membership Fee payable under a Minimum Contact Term or proportionally for any period of less than a month as may be payable on the Membership Fee;

5.1.2. any additional or incidental costs incurred by the Member in respect of the Member's use of the co-working area in excess of the usual charges reasonably and properly incurred in relation to the co-working area or Membership Plan and as demanded at PLATF9RM's absolute discretion,

5.2 BNJC may suspend the Member's Membership and access to the Location and co-working area until any due payments have been made in full cleared funds.

5.3 The Member shall pay to BNJC interest and compensation at the rate prescribed by the Late Payment Commercial Debts Act (1998) on all sums payable under this agreement which remain unpaid for 7 days from the due date, such interest in that event being calculated from the due date to the date of payment.

5.4 We reserve the right to amend Membership Fees on one month's notice and to amend our co-working area Service Charges on reasonable notice. Unless you object to the changes once notified, you will be deemed to have accepted them.

6. MEMBERSHIP DEPOSIT

6.1 The Member shall pay to BNJC the Membership Deposit as security for performance of the Member's obligations under this Membership Agreement. The Deposit must be paid immediately upon issue of invoice.

6.2 In the event of any withdrawal from the Deposit by BNJC as a result of any default of the part of the Member, the Member shall replace any such sum within 14 days of being notified of such withdrawal.

6.3 BNJC shall return the Membership Deposit in full to the Member within 30 working days of termination or expiry of this Membership Agreement PROVIDED THAT the Member has complied with its obligations under this Membership Agreement and subject to the deduction of any Membership Fees or co-working area Service Charges due to BNJC including in relation to any Minimum Contract Term, or of any amount in respect of any damage caused by the Member or the cost of making good the Workspace or any items on the Inventory to the same condition as they were at the Membership Start Date fair wear and tear excepted.

6.4 The Member acknowledges that BNJC is entitled to charge additional reasonable fees for any repairs required to the co-working area beyond normal wear and tear. If the co-working area is a private office it will be repainted as standard procedure on

termination or expiry of this Membership Agreement with this cost being deducted from the Membership Deposit.

6.5 Payment of the Membership Deposit shall not affect BNJC's right to demand payment at any time in respect of any amounts due under this Membership Agreement and the Member shall have no right to insist that the Membership Deposit be offset against outstanding Membership Fees or co-working area Service Charges.

6.6 BNJC retains the right to demand payment to increase the Membership Deposit held, at any time, if circumstances reasonably require such an increase.

6.7 If at our sole discretion we do not accept your application for Membership and you have paid us a Membership Deposit, we will refund your Membership Deposit less any relevant reasonable administrative costs within 30 working days of the decision being made by BNJC and the terms of this Membership Agreement, save for those terms which are intended to remain in effect, will not be binding on either party.

7. INTELLECTUAL PROPERTY

BNJC and its licensors shall retain ownership of all BNJC Intellectual Property Rights and the Member shall not use any of the Intellectual Property Rights without the express written permission of BNJC.

8. CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time during the Membership Agreement, and for a period of three years after termination, howsoever caused, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 8.3. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

8.2 Each party may disclose the other party's confidential information:

8.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 8.3; and

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

8.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

8.4 The Member shall not, without prior consent of BNJC, disclose or publish or cause or permit to be disclosed or published any particulars of or any extract from this Membership Agreement nor any details of the transaction hereby effected.

9. DATA PROTECTION

9.1 The Member agrees that BNJC may process, disclose or transfer any personal data which BNJC may collect or obtain in relation to the Member's Membership, including through the use of CCTV, to fulfil its obligations under this Membership Agreement, for assessment and fraud prevention, and in accordance with the terms of the BNJC Privacy Policy.

10. LIABILITY

10.1. Nothing in this Membership Agreement limits any liability which cannot legally be limited, including liability for:

10.1.1. death or personal injury caused by negligence;

10.1.2. fraud or fraudulent misrepresentation, or

10.1.3. any matter in respect of which it would be unlawful to exclude or restrict liability..

10.2. Subject to 10.1 BNJC is not liable for:

10.2.1. the death of, or injury to the Member, its Team Members, customers or invitees to the Location or co-working area; or

10.2.2. damage to any property of the Member or that of the Member's Team Members, customers or other invitees to the Location or co-working area; or

10.2.3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Member's Team Members, customers or other invitees to the Location or co-working area in the exercise or purported exercise of the rights granted by Clause 2.

10.3. BNJC's liability for any loss, damage or inconvenience arising from or in connection with the Member's Membership, including access to or use of the Location or co-working area (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Membership Fees paid or payable in the 6 months period immediately preceding the event giving rise to such liability (or, in the case of a series of connected events, the first of such events).

10.4. Neither party shall be liable to the other arising from or connection with this Membership Agreement for:

- 10.4.1.1 loss of profits;
- 10.4.1.2 loss of sales or business;
- 10.4.1.3 loss of agreements or contracts;
- 10.4.1.4 loss of anticipated savings;
- 10.4.1.5 loss of use or corruption of software, data or information;
- 10.4.1.6 loss of or damage to goodwill;
- 10.4.1.7 loss of personal property, equipment, software, devices or items;
- 10.4.1.8 third party claims, or
- 10.4.1.9 indirect or consequential loss.

11. TERMINATION

11.1. The Member's Membership shall commence on the Membership Start Date, or other date as agreed with BNJC, and shall continue for the Membership Period, including any Minimum Contract Term, unless terminated in accordance with these terms.

11.2. BNJC may terminate this Membership Agreement on one month's written notice and may, at the Member's request and at BNJC's sole discretion agree to pause a Member's Membership. Members may only terminate:

11.2.2. Membership on one month's written notice, or

11.2.3. Private Office Membership on three month's written notice

or the notice period as set out in the Membership Form if different from the above, providing always that the Member first adheres to any applicable Minimum Contract Term.

11.3. Without affecting any other right or remedy available to it, BNJC may either, at its sole discretion, suspend or terminate the Membership Agreement with immediate effect by giving written notice to the Member if:

11.3.1. the Member fails to pay any Membership Fees or other payment due, or

11.3.2. is a named a party in any legal proceedings.

11.4. The Member may terminate this Membership Agreement in accordance with the Notice Period provided always they first adhere to any applicable Minimum Contract Term.

11.5. Without affecting any other right or remedy available to it, either party may terminate this Membership Agreement with immediate effect by giving written notice to the other party if:

11.5.1. the other party commits a material breach of any term of the Membership Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

11.5.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or if an individual takes any step or action in connection with its entering bankruptcy;

11.5.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.5.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Membership Agreement has been placed in jeopardy.

11.6. BNJC may terminate a Member's Membership on less notice than set out at clause 11.2 or the Membership Form if such period is different to that stated at clause 11.2 in the event that BNJC's own permissions, consents or rights to use the Location are

removed or reduced or make it commercially unviable to perform its obligations under this Membership Agreement.

11.7. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

11.8. Upon termination of the Membership Agreement for whatever reason:

11.8.1. the Member shall immediately pay to BNJC all of BNJC's outstanding unpaid invoices and interest and, in respect of the Member's Membership or Workspace Services supplied but for which no invoice has been submitted, BNJC may submit an invoice, which shall be payable immediately on receipt including in relation to any payments due including Membership Fees due under any applicable Notice Period and Minimum Contract Term.

11.8.2. any provision of the Membership Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Membership Agreement shall remain in full force and effect; and

11.8.3. termination or expiry of the Membership Agreement shall not affect any of the 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 Membership Agreement which existed at or before the date of termination or expiry.

12. INSURANCE

12.1. BNJC shall procure that the Location is insured against loss or damage by any risks as BNJC or any superior owner or landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Licensor or any superior landlord.

12.2. The Member accepts that any insurance cover obtained by BNJC shall not cover the Member or Member's co-working area and the Members shall at all times carry contents insurance for its business, equipment, belongings and personal items and shall at the request of BNJC produce a valid certificate of insurance of the same. BNJC reserves the right to terminate this Membership Agreement on 14 days' written notice if the Member fails to produce a valid certificate of insurance.

13. NOTICES

13.1. Any notice or other communication required to be given under this Membership Agreement, shall be in writing. 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.

14. FORCE MAJEURE

14.1. BNJC party shall not be in breach of the Membership Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Membership Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including lock-out, mechanical breakdown, internet outage, strike, delay, failure of staff, termination of our interest in the building containing your BNJC co-working area, insured risk or otherwise.

15. GENERAL

15.1. The Member may use the Location address as its registered office address but only with the Licensor's prior written consent and subject to any conditions which the Licensor may impose.

15.2. During the term of Membership Agreement and for a period of six (6) months after termination, for whatever reason, the Member shall not:

15.2.1. solicit or offer employment to any of BNJC's employees;

15.2.2.Solicit BNJC suppliers, or

15.2.3.compete with the BNJC Business.

15.3.This Membership Agreement supersedes any prior agreement and embodies the entire agreement between the Member and BNJC and may not be modified, changed or altered in any way except as agreed by both parties in writing.

15.4.The Membership Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.5.Each party acknowledges that in entering into the Membership 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 the Membership Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Membership Agreement.

15.6. A person who is not a party to this agreement may not enforce any of its terms under the Membership Agreement (Rights of Third Parties) Act 1999.

15.7.Neither party shall be in breach of the Membership Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Membership Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15.8.A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.9.A failure or delay by BNJC to exercise any right or remedy provided under the Membership Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Membership Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.10.If any provision or part-provision of the Membership Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Membership Agreement.

15.11.Membership is personal to the Member who shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Membership Agreement without BNJC's prior written consent.

16. DISPUTES, GOVERNING LAW AND JURISDICTION

16.1.BNJC is under no obligation but may at its sole discretion endeavour to resolve disputes between Members.

16.2.This Membership 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.

16.3.The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).