

ST HELENS BOROUGH Parks and Open Spaces



ST HELENS
BOROUGH COUNCIL

Event Submission and Hire of Land Application Form

Data Protection & Customer Consent

By signing this form, I, the data subject, understand and agree that the information submitted will be shared across all relevant departments within St Helens Borough Council, the Emergency Services and the St Helens Events Safety Advisory Group.

Section 1 – Basic Event Details

Event Name	
Event Date/s	
Venue	
Event Operational Times	
Event build start date	
Event derig end date	

Section 2 – Event Organiser

Event Organiser / Promoter	
Organiser Name	
Address	

Contact Number	
Email	
Event Manager (if different from above)	

Section 3 - Event Details

Event Description			
Event Manager			
Target Audience			
Estimate Attendance	Overall Attendance	At Any One Time	
Admission	Tick One Box Only		
	Ticketed	Free	
Event Type	Tick One Box Only		
	Private Sector		Council
	Community		Public Information/Exhibition
	Religious		Sport/Run
	Charity		
If Charity, please complete this box	Charity Name		
	Registration Number		

Section 4 – Event Site

The list below is compiled of things that may be part of your event. Please tick all boxes which apply.

Marquees / Gazebos		Market or Charity stalls	
Stage / Staging		Public Information/Exhibition	
Generator / Power		Sport/Run	
Pyrotechnics (including stage)		Lasers / Lighting effects	
Snow / Confetti machines		Live or Recorded Music	
Alcohol		Food / Non-alcoholic drink / BBQs	
Raffle / Tombola / Prize draw		Animals / Birds / Reptiles	
Crowd Control barriers / fencing		Funfair rides and side stalls	
Inflatables		Entertainment / Attractions / Funfair	

Other (please specify)

Section 5 – Health and Safety

Health & Safety Officer	
First Aid Provider	
Stewarding & Security Provider	

Section 6 – Submitting your Application

You will need to include the following documents with your application. If the documentation does not accompany your application it will not be progressed.

Documents to be included with your Application	Add 'X' if included
Scaled site layout	
Public Liability Insurance (copy of certificate)	
Site specific Event Risk Assessment	
Payment of the Application Fee (non-refundable)	

Section 7 – Declaration

I certify that, to the best of my knowledge, the above particulars are correct. I have read the Terms and Conditions and if on Council land, the Land Hire agreement for the use of Council land, and I agree to abide by them at all times.

I also hereby indemnify St.Helens Council against claims, costs, losses, damages, liabilities and expenses (including personal injury and claims of Third Parties) arising from or through or in any way connected with the occupancy of the property / land.

Name of Applicant	
Business / Registered Company / Charity / Group Name	
Signed on behalf of the Company by (print name)	
Signature	
Date	

Council Land Terms and Conditions of Hire

1. Prior to your event set up the council will need to carry out a ground inspection to assess suitability of the ground and the current ground conditions. We must also carry out an inspection within five days of you vacating the site, to assess any damage. The event manager must be present at this meeting. Please contact graemewhite@sthelens.gov.uk or johnboden@sthelens.gov.uk to arrange this.
2. The event organiser / hirers of land are required to hold a current policy or public liability insurance. The Council's standard is £10 million. On some occasions, when this can be demonstrated as sound and where the associated risks are lower, a lower level may be accepted. This shall be to a minimum of £5 million. It is the responsibility of the Event organiser to ensure that any individual participant / group / company involved in the event has an adequate up to date Public Liability Insurance Policy to a suitable value in place, together with site specific risk assessments. The council reserves the right to view these if so required.
3. If your application is approved, then you will be asked to provide the following information. Failure to provide this in the requested timeframe may result in the cancellation of your booking.
 - Event Management Plan including your hierarchy of control
 - A scaled layout of the event site
 - Traffic & Car Parking Management Plan
 - Event Medical Plan
 - Crowd Management, Security and Stewarding Plan
 - Event Licences
 - Alcohol Management Plan
 - Fire Safety Risk Assessment
 - Welfare Arrangements
 - On site communications plan
 - Waste Management PlanThe size and nature of the event will determine which documents are required and we will confirm this with you on booking.
4. If using a gated park of space, you must NOT open the park gates to allow general vehicular admission to the site. Should this occur, the booking will be cancelled with immediate effect. No refunds will be made. The safety of individuals on the site is paramount and the venue will still be operational as a public park/open space whilst your event is in progress. The Council has a duty to ensure the users can safely navigate the site whilst your event is in operation.
5. You MUST comply with requests for information from the Council and Events Safety Advisory Group.
6. Whilst on site, you must NOT connect to ANY amenities whilst in the venue. This includes water, electrical connections or street furniture.
7. When promoting your event, you must NOT attach any promotional materials to street or park furniture, lighting columns, structures or trees on the Public Highway or the site. It is an offence to place anything on structures or to erect temporary signage on the public highway without the appropriate legal authorization in place.
8. You will be allowed to promote your event/activity within the venue and through our own websites and social media outlets. Please ensure you send all necessary promotional information to; esag@sthelens.gov.uk and we will share with our communications team to

enable them to be shared on the council social media.

9. You will be responsible for your own litter collection and removal whilst on site. This can be arranged through the council's street scene team but will be subject to a charge. Please contact graemewhite@sthelens.gov.uk should you wish to arrange this. If any litter is left on the site unattended, and the health and safety of site patrons is compromised, then the Council will clear the site and issue you/your business with an invoice to recover the costs.
10. Once on site you will be responsible for the ground you occupy for the duration of your time on site. It is in your own interest to ensure the venue is treated with respect and that ground is not damaged unduly. If ground damage occurs, the Council will issue you with an invoice to cover any ground reinstatement fees. Please note that large scale events, funfairs etc. may require the payment of an upfront bond payment.
11. If your event is on council land or public highway and has fairground attractions, you must send copies of the ADIPS and insurance for each individual attraction to the Events Team for approval. Failure to submit this documentation will result in this attraction/s being unable to attend your event.
12. You MUST provide details of any catering / bar facilities that will be at the venue. All units must fully comply with the requirements of the Food Safety Act 1990 and the council's Environmental Health Service.
13. Your event/activities must not cause any nuisance or annoyance to other park and open spaces users or St.Helens Council.
14. The event should not adversely affect pedestrian flows, public safety, the general environment or the interests of surrounding residents. Structures that are deemed too large for the site and location will not be permitted.
15. As the Event Organiser you have legal responsibility for the event and the safety of the site patrons.
16. The use of generators is permitted, although they must be located away from any source of ignition. All generators must be fenced to prevent unauthorised access and maintain the safety of the public.
17. The administration fee is required with your application. Please refer to the fees list to determine the correct amount.
18. All hire fees must be paid in full at the approval of the booking. Any bond fee applicable is payable 28 days in advance of the date you are due to arrive on site.
19. It is your responsibility to ensure that the event has the appropriate licences and authorisations in place. Guidance can be sought from generallicensing@sthelens.gov.uk
20. Applications will be considered in the order they are received.
21. The Council reserves the right to refuse any application or to cancel or withdraw consent at any time, if it feels the reputation of the Council may be compromised.
22. The Council will not be held responsible for any loss, damage, injury or third party claim arising from or through or in any way connected with the occupation of the property.

Ground Deposit (Bond)

Events can cause damage to the land that they use and the Council may require the hirer to pay a bond which the Council can use to reinstate areas should damage occur. This is considered and calculated for each individual event. The bond is calculated by the Council's Grounds Maintenance team and you will be advised if this is applicable.

ST HELENS COUNCIL HIRE OF LAND AGREEMENT

Terms and Conditions of Hire

These conditions, together with the St Helens Parks and Open Spaces Event Application Form shall constitute the contract between the Council and the Hirer.

Definitions

- **Authorised Officer** – means the officer of St Helens Council responsible for assessing the application for hire
- **Conditions** – means these booking conditions, which shall form part of the contract between St Helens Borough Council and the Hirer(s).
- **Council** – means St Helens Borough Council and any authorised officers, Members or agents acting on its behalf.
- **Event** – means the purpose for which the Venue has been booked.
- **Event Management Plan** – means a plan to be submitted to the Council covering matters including but not limited to: event operations (detailing build up, de-rig, production and timetables), technical specifications for items being brought onto site, security and stewarding, fencing and crowd control proposals, risk assessments, evacuation plan, contingency plan, first aid proposals, sanitary and welfare provision, traffic management plans, noise control plans, litter and waste management plans, catering and any other information reasonably requested by the Council
- **Hirer** – means the person or organisation named in the Event Application Form responsible for the booking
- **Intellectual Property** – means any copyright, patent, moral rights, performance rights, design right, registered designs, right in respect of confidential information, unfair competition rights, and similar rights in any country of the world , whether or not registered.
- **Venue** – means the location for the Event including any surrounding public access routes detailed on a plan of the Venue

1. Application to Hire

- 1.1 All applications for the hire of the Venue must be submitted on the St Helens Parks and Open Spaces Event Application Form. The purpose and subject matter of the hire must be clearly stated at the time of making the application. A booking will not be confirmed until written confirmation has been received by the Hirer.
- 1.2 All hires are subject to the approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. The Council reserves the right to refuse any application for any reason or accept the same upon such additional Conditions as it may from time to time deem necessary to impose.
- 1.3 Hires are made to the individual making the application (“the Hirer”) and are non-transferable. Where a Hirer is applying on behalf of a company, the application must include the name of the company and registered office (or principal place of business where applicable). By making the application the Hirer warrants that they have authority to enter into the agreement and bind the company, or as the case may be its partners, members or officers.
- 1.4 The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred. The Hirer shall not assign the benefit or burden of any part of the Agreement or sublet or subcontract any part of the Venue without the prior written consent of the Council.

2. Payment

- 2.1 A 50% non-refundable deposit is required to secure the booking. Failure to pay the deposit will result in the booking being withdrawn.
- 2.2 The remaining balance must be paid at least one calendar month prior to the event and

confirmation is subject to receipt of full payment submission of an accepted Event Management Plan

3. Obligations of the Hirer

- 3.1 The Hirer shall not use the Venue, or permit the Venue to be used, for any purpose other than for the purpose or purposes specified in the application.
- 3.2 The Hirer must prepare a Venue layout plan detailing where the Event will be positioned within the Venue which must be submitted with the Application.
- 3.3 Where appropriate, the Hirer(s) must inform police, fire and ambulance services of the Event. The Hirer(s) shall undertake to comply with any reasonable instructions given by the duly authorised officers of the Council or of the fire, police or other statutory authorities, with whom the organiser shall liaise as necessary (according to the type of event) as to the arrangements to be made for or the conduct of the event.
- 3.4 A named person, either the Hirer or a designated emergency contact, must be in attendance for the duration of the hire period and shall be responsible for ensuring on behalf of the Hirer that any instructions given by the Council (including Environmental Health and Licensing Officers) and / or police, fire brigade or other statutory authorities are complied with.
- 3.5 The Hirer must ensure that sound levels from amplified music and noise from generators and other equipment are adequately controlled to prevent noise nuisance to resident occupiers in the vicinity of the Venue. The Hirer may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or at the Council's sole discretion in monitoring the event. The Hirer may be required on request to provide a noise management plan for the Event.
- 3.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards, officials and first aiders to fulfil these Terms and Conditions.
- 3.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 3.8 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue.

4. Health and Safety

- 4.1 The Hirer must obtain all necessary licences, consents or authorities required by any applicable health and safety legislation for any activity carried out at the Venue and comply with all such regulations and the Hirer shall ensure that adequate measures are employed at the Venue to ensure the Health, Safety and Welfare of persons at work and any visitors to the Venue.
- 4.2 The Hirer shall be responsible for all security and labour relating to the Event and for the conduct of all staff, agents, colleagues, contractors, sub-contractors and guests throughout the period of hire and acknowledges that the Council is merely permitting the use of the Venue without the use of its manpower, equipment or resources.
- 4.3 The Hirer must provide, in writing, contact details of any contractors and any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer or his contractors to enable the Event. The Hirer is required to review the risk assessment before, during and after the event and a final record must be kept for inspection if requested by the Council and/or any other relevant body.
- 4.4 The Hirer must ensure that all participants and contractors comply with all relevant health and safety legislation and any other relevant guidelines at all times during the Event and while preparing and clearing the Venue for the Event. A full risk assessment must be submitted at least 1 calendar month prior to the event together with the overall Event Management Plan.
- 4.5 Where permission has been granted for use of temporary structures, the use, erection/installation and dismantling of such temporary and demountable structures

should comply with current guidance and British/European Standards and current health and safety legislation. The Hirer must provide a written method statement to the Authorised Officer at least one calendar month before the event takes place. The Council reserves the right to require changes to the plan in the interests of ground safety.

- 4.6 The Authorised Officer reserves the right to immediately terminate the Hire if they determine that the safety of the Venue or people within it are at risk due to the Hirer failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.

5. Equipment

- 5.1 Loudspeakers and amplification equipment may only be used with the written permission of the Authorised Officer and must only be operated in compliance with Clause 3.5.
- 5.2 The Hirer warrants to the Council that all equipment to be used at the Event complies with the requirements of the Provision and Use of Work Equipment Regulations (PUWER)
- 5.3 Any electrical appliance or lighting brought onto the Venue for use during the period of hire must have a visible current Portable Appliance Test (PAT) certificate. Any electrical equipment used must be suitable for safe connection with an outdoor socket. Copies of relevant certification must be provided to the Council on or before the date the final balance is due.
- 5.4 Where permission has been granted for the use of a temporary electricity supply at the venue, any such supply must be provided in accordance with the current Institution of Electrical Engineers (IEE) regulations.
- 5.5 The Hirer(s) must ensure that any equipment used at the event has been certified and inspected under the appropriate inspection scheme including but not limited to Pertexa Inflatable Play Accreditation (PIPA) or Amusement Device Inspection Procedures Scheme (ADIPS). Copies of relevant certification must be provided to the Council on or before the date the final balance is due.

6. Catering

- 6.1 The selling of alcoholic beverages at the venue will not be permitted without prior written consent from the Council. Where permission is granted, all persons supplying food or alcoholic beverages must hold an appropriate food hygiene certificate and a licence to sell alcohol. Copies of relevant certification must be provided to the Council at least one calendar month prior to the Event.
- 6.2 All caterers at the event must be made available for inspection by the Council's Environmental Health Team and comply fully with the requirements of the Food Safety Act 1990 and Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto. All prices and charges shall be clearly displayed.
- 6.3 It is the Hirer(s) responsibility to have obtained all required licences for the sale of alcohol and to ensure that sale or consumption of food and alcohol at the event is lawful and falls within applicable regulations and guidelines. It is the Hirer(s) responsibility to ensure that each vendor using the venue during the hire period complies with current food hygiene regulations. Failure to comply with these terms may result in the immediate cancellation of the Event.

7. Intellectual Property

- 7.1 The Hirer shall ensure that the Event shall not infringe any Intellectual Property rights or cause any Intellectual Property rights to be infringed whether by act or omission.
- 7.2 If the Event involves the use of copyrighted material it will be the responsibility of the Hirer to obtain the consent of the owner of the relevant copyright or and to pay all fees or royalties which may be payable in respect of the copyright. The Hirer shall comply with all terms of such consent and produce evidence of such consent to the Authorised Officer on request.

- 7.3 The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 Business Days before the Event and must provide such evidence as the Council may reasonably require of compliance with this Condition
- 7.4 The Hirer(s) shall fully indemnify the Council against any infringement of Intellectual Property rights which may occur during the hiring.

8. Advertising

- 8.1 The Hirer shall ensure that all event publicity signs/posters are displayed in accordance with the Town and Country Planning Act 1990 and the Town and Country Planning (Control of Advertisements) Regulations 2007. No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Venue without the previous written consent of the Planning Officer.
- 8.2 The Hirer will be permitted to promote the event/activity within the venue and through the Council's webVenues and social media outlets. Promotional information may be sent to events@sthelens.gov.uk to be shared on the Council's social media pages.
- 8.3 The advertising of an event by illegal flyposting will result in the immediate withdrawal of permission to use the venue and may result in prosecution. The Council reserves the right to recover from the Hirer the costs of removing any unauthorised material.

9. Amenities and Car Parking

- 9.1 Use of amenities whilst in the Venue is not permitted. This includes water, electrical connections or street furniture. Should the Hirer require a water supply this can be arranged at a cost at Sherdley Park only.
- 9.2 The use of generators is permitted. All generators must be located away from any sources of ignition and be fenced to prevent unauthorised access. Generators must be safe and meet British Standards, ultra silent with a noise level of less than 50dBa.
- 9.3 The Council may require the Hirer to provide, at their own expense, such temporary sanitary facilities as are deemed reasonable by the Council dependent on the nature of the Event.
- 9.4 The Hirer shall not drive or park vehicles over or on the Venue nor permit anyone else to do so, other than as agreed with the Authorised Officer in writing. All access onto the Venue must be via the agreed route. Park gates must not be opened to allow general vehicular admission.
- 9.5 It is the Hirer(s) responsibility to ensure that people attending the Venue comply with the Council's conditions for car parking to ensure that such people park in a considerate manner without causing inconvenience to others. A car park for the visiting public should be signed with the appropriate signage; this shall not cause any obstruction nor infringe any laws pertaining to highways and /or street furniture.

10. Right of Entry

- 10.1 Authorised Council officers shall be permitted entry to the Venue at all times during the period of hire who shall have full power to enforce these Terms and Conditions.
- 10.2 The Council reserves the right to fix a maximum limit to the number of persons attending the event.
- 10.3 The Council reserves the right to refuse admission of any person to the Venue and to require any person to leave the Venue upon request by an authorised employee or agent of the Council or the police. Any Hirer or vendor in breach of these terms and conditions will be stopped from trading and asked to leave the Venue.

11. Public Health

- 11.1 The Hirer acknowledges that they will be required to comply with all requirements put in place in accordance with government restrictions, Public Health England guidance or guidelines issues by the local Director of Public Health in order to ensure the safety of the Event and participants.

- 11.2 The Hirer must comply at their own cost with any measures required to ensure that the Event is Covid safe including but not restricted to:
- i) Imposition of maximum numbers at the Event and requirements to comply with pre-booking
 - ii) Social Distancing
 - iii) Imposition of specific requirements in respect of personal protective equipment such as the wearing of masks or the use of sanitisers
 - iv) Limitation on the availability of food and drink
 - v) Use of lateral flow testing and compliance with any reporting requirements
- 11.3 The Council will not be liable for any losses incurred as a result of the Event being cancelled or postponed due to Public Health restrictions.

12. Indemnity and Insurance

- 12.1 The Hirer shall be liable for, and will indemnify the Council against all damages, charges, costs, expenses payable by the Council in respect of legal actions and legal claims, including court proceedings, brought or made against the Council in respect of any loss, damage, death or personal injury arising in respect of any third party as a consequence of the negligence of the Hirer, its servants or guests.
- 12.2 The Hirer must arrange for Public Liability insurance to be obtained to a minimum value of £5 million (£5,000,000) or such other amount as may be notified by the Council for the duration of the period of hire. This must also include cover for third party property damage caused through the actions of the Hirer, his servants or guests during the period of hire. Written proof of this insurance shall be produced to the Council by the Hirer prior to the commencement of the hire. Failure to do so may, at the sole discretion of the Council, result in the termination of the hire by written notice to the Hirer. In such circumstances the Hirer will remain fully liable for the fees payable in respect of the hire. The Council will not be responsible for any costs or losses which are incurred by the Hirer as a result of such termination.
- 12.3 The Council shall not be liable for any loss due to industrial action, breakdown of machinery, failure of supply of electricity, flood water, fire, Government restrictions (including in relation to Covid-19/SARS-CoV-2) or any other circumstances beyond its reasonable control, which may cause any part of the Venue to be inaccessible or the period of hire to be interrupted or cancelled.
- 12.4 Unless due to the negligence of the Council, the Council shall not be responsible for any loss or damage howsoever caused to the Hirer's property or the property of any of the Hirer's guests, audience members, participants or contractors stored on the Venue.
- 12.5 The Hirer(s) shall ensure that its contractors and agents are insured under the same insurance standard and requirements as outlined in these Terms and Conditions.
13. Nothing in the Agreement limits the liability of either party which cannot legally be limited, including liability for:
- i) death or personal injury caused by negligence; and
 - ii) fraud or fraudulent misrepresentation

13. Damage to the Venue

- 13.1 The Council will require a damage bond in accordance with the scale of Fees and Charges.
- 13.2 A full inspection of the Venue will be undertaken by the Council's Ground Maintenance team both prior to and following the event to document the condition of the Venue
- 13.3 It is the Hirer's responsibility to protect the Venue during the period of hire. The Hirer shall undertake to ensure that no loss, damage, defacement or destruction is caused to any Council-owned land, equipment, materials, facilities or natural features. If any damage

occurs or is sustained during a period of hire the Hirer shall further undertake to reimburse the Council with any costs that might necessarily be incurred by the Council in the repair, replacement, cleaning or reinstatement required as a result of the actions of any persons attending or participating in the event.

13.4 Where, following inspection after the event, any damage is identified which requires reinstatement a cost estimate will be provided to the Hirer who may use their own contractor to reinstate to the Council's requirements or may instruct Grounds Maintenance to undertake the work.

13.5 Without prejudice to the foregoing:

- i) The Hirer(s) shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional decorative lighting in or on any parts of the Venue without the prior written consent from the Council.
- ii) Any items owned by the Hirer(s) must be removed at the end of the hire period. The Council may remove and store or dispose of any property left by the Hirer at the Venue after the hire period. The Hirer shall repay to the Council on demand the costs of such removal, storage or disposal of any property left by the Hirer at the Venue. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. Any items not collected within 28 days will be disposed of by the Council in any manner they see fit.
- iii) The Venue must be maintained in a clean and tidy condition. All litter and rubbish must be removed at the end of the Event and placed in suitable litter receptacles. Removal of litter/waste may be arranged through the Council's cleansing team for an additional charge. The Council reserves the right to invoice the Hirer for any cleaning costs incurred if the Venue is left in an unsatisfactory condition.
- iv) The Hirer(s) shall not interfere with or make any alteration to the layout or arrangement of the venue without the prior consent of the Council. Any equipment used (subject to permission) must be returned to its original position.

14. Agreement as Contractual only

14.1 Subject to these Terms and Conditions, the Council grants the Hirer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:

- i) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Council and the Hirer by this agreement; and
- ii) the Council retains control, possession and management of the Venue and the Hirer has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the Hire Period.

15. Termination

15.1 The Council shall be entitled to terminate this Agreement and cancel the hire of the Venue:

- i) In the event of a breach or anticipated breach of any of these Terms and Conditions of Hire;;
- ii) If at any time prior to the commencement of the Event, it shall appear to the Authorised Officer that the Hirer has made a material omission from, or misrepresentation in the Application Form;
- iii) The Hirer has failed to provide an adequate Event Management Plan (where required), risk assessments or proof of any required licence by the required date;
- iv) If any sum payable is not paid by the Hirer by the date upon which it is due
- v) if it transpires that the proposed use may, in the reasonable opinion of the Authorised Officer, cause public offence, not be in keeping with the character of the Venue or bring the Council into disrepute;
- vi) If required by any government restrictions

15.2 Cancellation of a booking by the Hirer must be made in writing to the Authorised Officer. The deposit is non-refundable.

16. Variations to the Agreement

16.1 The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on seven calendar days' notice. Any variations so made shall be deemed to be incorporated into these conditions. The Hirer may, within 7 calendar days of receipt of such notice, terminate this agreement.

17. Governing Law and Jurisdiction

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

17.2 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 agreement or its subject matter or formation (including non-contractual disputes or claims).