

**REPORT OF THE DIRECTOR OF COUNTRYSIDE, COMMUNITY AND VISITOR SERVICES**

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**SUBJECT: ORIEL Y PARC - SERVICE LEVEL AGREEMENT WITH AMGUEDDFA CYMRU MUSEUM WALES**

Purpose of Report

Members are asked to approve a new five year Service Level Agreement (SLA) between Pembrokeshire Coast National Park Authority (PCNPA) and Amgueddfa Cymru Museum Wales (ACMW).

Background

The SLA governs the day-to-day working arrangements between PCNPA and ACMW that underpin operations at Oriel y Parc linked to the main gallery exhibitions programme and associated events/marketing.

PCNPA and ACMW have had a 10 year partnership. The SLA between PCNPA was renewed in 2013 for a 5 year period and is now due for renewal once again. The revised SLA was approved for signature under delegated authority by the Executive Membership Team of ACMW led by the Director General David Anderson and will be presented to the ACMW Board of Trustees. It is now being presented to NPA Members for approval.

Key Changes

**Well-being of Future Generations (2.1)**

The document has been brought up to date to reflect changes under the Well-being of Future Generations Act, both PCNPA and ACMW as public bodies are required to consider how they contribute to the Welsh Well-being Goals and ensure that the 5 ways of working are applied in how they work.

**Oriel y Parc's Vision (2.2)**

Oriel y Parc's vision has been updated from the original document to:

1. To inspire people to discover, value and conserve the Pembrokeshire Coast National Park; its landscape, culture and heritage.
2. To make the collections of National Museum Wales available to view in Pembrokeshire including material from the Graham Sutherland collection.
3. To link the wider Pembrokeshire landscape, culture and heritage with a unique visitor experience and make this accessible to diverse audiences.
4. To support localised well-being through close liaison with communities, arts, education and tourism bodies throughout Pembrokeshire.

## **Shared Outcome from Partnership (p7)**

The document now includes a section on shared outcomes from the Partnership, providing a clear strategic direction for partnership working arrangements and future planning:

1. Increasing access to unique and inspiring cultural experiences through the national collections
2. Encouraging environmental and cultural stewardship with a focus on connecting with diverse and new audiences and communities
3. Promoting 'brand Wales' by utilising Oriel y Parc as a 'window on Wales' that supports cultural tourism and sustainable growth of the visitor economy
4. Supporting learning by inspiring and developing skills relating to both the conservation and creative industries

## **Strategic Management (3)**

Under the revised agreement co-ordination of the exhibition programme will be carried out by the Oriel y Parc Exhibitions Management Group. This group will consist of the Oriel y Parc Manager, the Amgueddfa Cymru Team and the relevant Senior Officers from both the PCNPA and ACMW. Under the previous agreement this work was undertaken by the Oriel y Parc Steering Group.

## **Exhibition Planning (4)**

Under the revised agreement ACMW and PCNPA will work collaboratively to develop a 3 year programme of exhibitions that meets audience needs and the strategic aims of both organisations. A minimum of one exhibition will be displayed each year to run for a maximum length of eleven months within one calendar year. The previous agreement proposed a minimum of two exhibitions (together with related material) are displayed each year.

## **Exhibition Programme Marketing (6)**

Under the revised agreement the exhibition marketing programme reflects the above changes. A marketing plan will accompany the exhibition programme and be agreed no later than the end of February each year.

### Financial considerations

The support provided by ACMW, as captured in the SLA, underpins the operational viability of Oriel y Parc.

### Risk considerations

Failure to renew PCNPA's partnership agreement with ACMW could have considerable negative impacts on Oriel y Parc.

### Compliance

The SLA is a vital component in assisting PCNPA in undertaking our statutory role to promote cultural heritage as reflected in the Corporate Plan.

### Equality and Welsh Language

Both PCNPA and ACMW must comply with the Equality Act 2010 and the Welsh Language Standards.

### Conclusion

The refreshed SLA sets out the terms and conditions on which the strategic planning, operational management and financial responsibilities relating to the use of Oriel y Parc are to be shared by PCNPA and ACMW.

### **RECOMMENDATION:**

**Members are requested to approve the Service Level Agreement between Pembrokeshire Coast National Park Authority and Amgueddfa Cymru Museum Wales.**

*(For further information, please contact jamesp@pembrokeshirecoast.org.uk)*

*Author::James Parkin*

DATED

xx February 2019

- (1) AMGUEDDFA CYMRU - NATIONAL MUSEUM WALES  
(2) PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY

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**AGREEMENT**  
**RELATING TO THE OPERATION OF ORIEL Y PARC, ST DAVIDS**

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**THIS AGREEMENT is made the xx February 2019**

**BETWEEN**

- (1) **PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY** of Llanion Park, Pembroke Dock, Pembrokeshire, SA72 6DY (the “PCNPA”)
- (2) **AMGUEDDFA CYMRU - NATIONAL MUSEUM WALES** (registration number KC000369) of Cathays Park, Cardiff, CF10 3NP (the “Museum”); and

**WHEREAS**

- (A) The PCNPA and the Museum have agreed to collaborate in relation to the delivery of an Exhibition Programme at a community and visitor facility in St Davids, Pembrokeshire, which provides galleries, education and activity spaces, visitor centre services and a café (“Oriel y Parc”).
- (B) Oriel y Parc will be used by the PCNPA in partnership with the Museum to present exhibitions through the collections of the Museum that respond to both organisations purpose and values. In using Oriel y Parc as envisaged in this Agreement, the PCNPA and the Museum will aim to meet the Main Purposes.
- (C) This Agreement, which replaces the original agreement signed on the xxxxxxx, sets out the terms and conditions on which the strategic planning, operational management and financial responsibilities relating to the use of Oriel y Parc as agreed are to be shared by the PCNPA and the Museum.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions and Interpretation**

1.1 In this Agreement, the recitals and the schedules the following words and expressions shall have the following meanings unless the context requires otherwise:

<b>“Oriel y Parc Manager”</b>	the person appointed by the PCNPA; to carry out operational management of all aspects of Oriel y Parc.
<b>“Commencement Date”</b>	xxxxxxx
<b>“AC Team”</b>	the team of staff at - Amgueddfa Cymru responsible for co-ordinating the vision, content, transportation, installation and interpretation of exhibitions at Oriel y Parc
<b>“PCNPA Discovery Team”</b>	the team of staff at PCNPA responsible for interpretation of

	exhibitions and creating tailored educational experiences, particularly for local school children, in order to maximise their enjoyment of exhibitions at Oriel y Parc in line with NP purposes.
<b>“Exhibition Programme”</b>	the programme of exhibitions taking place at Oriel y Parc, approved and by the Oriel y Parc Exhibitions Management Group from time to time during the Term;
<b>“Intellectual Property Rights”</b>	collectively any and all intellectual property rights including rights in or to registered designs, trade marks (in each case whether registered or unregistered), applications for any of the foregoing and the right to apply thereof in any part of the world; copyrights, rights in the nature of copyrights, moral rights, design rights, database rights, trade names, business names, logos, get-up; trade secrets, confidential information, know-how; any similar or equivalent rights arising or subsisting anywhere in the world;
<b>“IPR”</b>	all and any Intellectual Property Rights developed or created by a party and used in relation to the Exhibition Programme (including but not limited to any Intellectual Property Rights in or to any interpretation materials);
<b>“Loan Agreements”</b>	agreements for the loan of exhibits by the Museum to the PCNPA for the purposes of the Exhibition Programme in the form set out in Schedule 2 (as may be amended by the Museum from time to time subject to the provisions relating to arbitration contained within this agreement applying to any purported unilateral change sought by the Museum)
<b>“Main Purposes”</b>	the purposes set out in clause 2 (Partne
<b>“Oriel y Parc Exhibitions</b>	the group composed of PCNPA

<b>Management Group”</b>	Director of Countryside, Community and Visitor Services, AC Director of Gallery Development and Visitor Experience, AC Touring Exhibitions Manager and Oriol y Parc Manager as referred to in clause X
<b>“AC Exhibitions Assessment Group”</b>	Amgueddfa Cymru exhibitions committee chaired by AC Director of Gallery Development and Visitor Experience with responsibility for assessing all exhibition proposals, recommending programme to Oriol y Parc Exhibitions Management Group and programming AC resources required to deliver exhibitions at Oriol y Parc
<b>“Marketing Plan”</b>	the marketing plan referred to in clause 6
<b>“Term”</b>	the period during which this Agreement is in force in accordance with the provisions of clause 15.1;
<b>“Working Day”</b>	any day other than a Saturday, Sunday or public holiday in England and Wales;
<b>“Year”</b>	the period of twelve (12) consecutive months commencing on the Commencement Date and each subsequent period of twelve (12) consecutive months during the Term;

- 1.2 words and expressions (including words and expressions defined in clause 1.1) in the singular shall include the plural and vice versa; references to a “party” or the “parties” shall mean the PCNPA and/or the Museum as the context shall require; words importing any gender shall include every gender; references to a person shall include bodies corporate, unincorporated associations, partnerships, trusts, individuals and any combinations of any one or more of the foregoing;
- 1.3 headings are for convenience only and shall not affect the construction or interpretation of this Agreement; references to recitals, clauses and Schedules are to recitals and clauses of, and the Schedules to, this Agreement; and references to sub-clauses are to sub-clauses of the clause in which the reference appears;

- 1.4 the recitals and the Schedules shall form part of this Agreement as if set out in the body of this Agreement and references to this Agreement shall include the recitals and the Schedules;
- 1.5 the words “include” or “including” shall be construed and interpreted without limitation;
- 1.6 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
- 1.7 references to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced such statute or statutory provision and shall include any subordinate legislation made under the relevant statute.

## **2. Partnership – Visions, Outcomes and Ways of Working**

### **2.1 The Well-being of Future Generations (Wales) Act**

The Well-being of Future Generations (Wales) Act is about improving the social, economic, environmental and cultural well-being of Wales. Through the Act both National Museum Wales and Pembrokeshire Coast National Park Authority as public bodies are asked to think more about the long-term, work better with people and communities and each other, look to prevent problems and take a more joined-up approach.

The Act puts in place seven well-being Goals and the National Museum Wales and Pembrokeshire Coast National Park Authority are required to set out how they will contribute to them including setting and publishing Well-being Objectives.

The Goals are:

- A prosperous Wales
- A resilient Wales
- A healthier Wales
- A more equal Wales
- A Wales of cohesive communities
- A Wales of vibrant culture and thriving Welsh Language
- A globally responsible Wales

PCNPA and the Museum are both committed to The Well-being of Future Generations (Wales) Act and will apply the 5 Ways Of Working to the partnership, which are:

1. Long Term
2. Preventative
3. Integrated
4. Collaborative
5. Involvement

### **2.2 Oriol Y Parc Vision**

1. To inspire people to discover, value and conserve the Pembrokeshire Coast National Park; its landscape, culture and heritage.
2. To make the collections of National Museum Wales available to view in Pembrokeshire including material from the Graham Sutherland collection.
3. To link the wider Pembrokeshire landscape, culture and heritage with a unique visitor experience and make this accessible to diverse audiences.
4. To support localised well-being through close liaison with communities, arts, education and tourism bodies throughout Pembrokeshire.

### **2.3 National Park Purposes**

The Environment Act 1995 specifies that the Purposes of a National Park Authority are

- a) To conserve and enhance the natural beauty, wildlife and cultural heritage of the park area
- b) To promote opportunities for the understanding and enjoyment of the special qualities of the area by the public.

The Act also states that in pursuing the above purposes the Authority has a duty to foster the social and economic well-being of local communities.

### **2.4 Amgueddfa Cymru – National Museum Wales Vision: “Inspiring people, Changing lives.”**

This Vision reflects an aspiration to root our work in Welsh cultural and intellectual traditions and to develop a new paradigm for national museums across the world.

Our purpose, in support of this Vision, is to inspire people through our museums and collections to find a sense of well-being and identity, to discover, enjoy and learn bilingually, and to understand Wales's place in the wider world.

Our Commitments are in four key areas:

1. Prosper
  - a) Acting as stewards of our cultural and natural heritage for the future generations of Wales
  - b) Thriving, sustaining and diversifying our resources
  - c) Building our cultural tourism offer
2. Experience
  - a) Building and maintaining welcoming physical and digital spaces
  - b) Telling inspiring stories through exhibitions and events
3. Learn
  - a) Developing the skills of our staff and the people who use our services
  - b) Promoting public understanding of health and well-being
  - c) Promoting and delivering learning for life
4. Participate

- Building sustainable, effective partnership networks and collaborations
- Involving people and communities in shaping and taking part in our work

### **Shared Outcomes from Partnership**

1. Increasing access to unique and inspiring cultural experiences through the national collections
2. Encouraging environmental and cultural stewardship with a focus on connecting with diverse and new audiences and communities
3. Promoting 'brand Wales' by utilising Oriel y Parc as a 'window on Wales' that supports cultural tourism and sustainable growth of the visitor economy
4. Supporting learning by inspiring and developing skills relating to both the conservation and creative industries

### **3. Strategic Management**

- 3.1. The strategic and operational management of Oriel y Parc shall be the responsibility of PCNPA. The delivery of an exhibitions programme will be coordinated by the Oriel y Parc Exhibitions Management Group consisting of the Oriel y Parc Manager, the AC Team and the relevant Senior Officers from both the PCNPA and NMW..
- 3.2. The Museum will work in Partnership with PCNPA to deliver a programme of exhibitions from the National Collections.
- 3.3. The Oriel y Parc Exhibitions Management Group will confirm the Exhibition Programme and will review key aspects of the business plan, forward programme document and annual accounts.
- 3.4. Performance of Oriel y Parc exhibitions will be reported to the National Park Authority (NPA) and the Amgueddfa Cymru on a regular basis through respective reporting processes.
- 3.5. The Oriel y Parc Exhibitions Management Group will agree all necessary documentation required in relation to the Exhibition Programme for the main gallery (Gallery 1) including all relevant Loan Agreements.

### **4. Exhibition Planning**

- 4.1. The Museum and the PCNPA will work collaboratively to develop a 3 year programme of exhibitions that meets audience needs and the strategic aims of both organisations.
- 4.2. A minimum of one exhibition will be displayed each year to run for a maximum length of eleven months within one calendar year.
- 4.3. The PCNPA Discovery Team will take a lead in working closely with the Oriel y Parc Manager to deliver an annual programme of educational events relating to

the Exhibition Programme which integrates with the full PCNPA Education Programme.

## **5. Exhibition Delivery**

- 5.1. The Museum will be responsible for researching, sourcing and presenting content from the National Collections and/or in partnership with other content providers to deliver exhibitions within the Programme with assistance from PCNPA staff.
- 5.2. Both the PCNPA and the Museum will support, from their own resources, preparation of interpretation materials for delivery of exhibitions within the agreed Exhibition Programme.
- 5.3. The AC Team will provide support and training for Oriol y Parc staff and all other relevant PCNPA staff (e.g. Discovery Team) to ensure that all staff have a basic understanding of each exhibition within the Exhibition Programme to support the visitor experience.

## **6. Exhibition Programme Marketing**

- 6.1. Oriol y Parc will be jointly branded and marketed by the Museum and PCNPA as 'Oriol y Parc Gallery & Visitor Centre' ideally with specific reference being made to its location in St. David's. OYP will display the Amgueddfa Cymru brand in the reception and/or at the entrance to the exhibition gallery.
- 6.2. PCNPA will work with the Museum and Oriol y Parc to agree the marketing approach to accompany the 3 year exhibition programme and ensure adequate promotional activity is agreed ahead of each exhibition in the programme. PCNPA will lead on the production of these jointly agreed marketing materials
- 6.3. A Marketing plan to accompany the exhibition programme will be agreed no later than the end of February each year to ensure consistency of approach, effectiveness, objectives and messages of both organisations.
- 6.4. Both parties will undertake to promote Oriol y Parc through their own PR 'channels':
  - a. The Museum will advise on specialist arts and culture media as well as UK and Welsh national media.
  - b. PCNPA will focus primarily on conservation, landscape and outdoors specialist media as well as local Pembrokeshire media.
- 6.5. Where either party produces marketing materials which use the other party's name or branding that party will submit such materials to the other party for prior written approval before commencing use of such materials, allowing adequate time for response, i.e. three working days.
- 6.6. Prior to a new exhibition being displayed at Oriol y Parc, the Museum will supply the Authority with all relevant exhibition marketing information in electronic format at least one month in advance of the exhibition launch. Relevant information to

include briefing/background notes on the exhibition, its themes and artists; a selection of suitable images; and a quote from the Curator/Museum representative referencing the exhibition for use in PR material.

- 6.7. Marketing update meetings to be held between relevant Museum and PNCPA staff no less than every six months.

## **7. Management of Oriel y Parc Gallery & Visitor Centre**

- 7.1. Operational costs and management of all aspects of Oriel y Parc will be the responsibility of the PNCPA through the Oriel y Parc Manager who is employed by the PCNPA.
- 7.2. All aspects of the day to day operations of Oriel y Parc will be governed by the PCNPA's policies, conditions and standards. It will be the responsibility of the Oriel y Parc Manager to ensure that these policies, conditions and standards are properly implemented to ensure compliance with health and safety requirements and reasonable adjustment requirements under the Equality Act 2010 and any other legislation.
- 7.3. The Oriel y Parc Manager will be responsible for the overall level of customer service through staff training, uniforms and appearance, facilities, cleanliness, merchandise, building security and maintenance.
- 7.4. The PCNPA shall ensure that the Oriel y Parc Manager fulfils all of his/her responsibilities and meets all of his/her obligations as set out in this Agreement.
- 7.5. The Oriel y Parc Manager and AC Team will work together where the policies, conditions and standards referred to in clauses 7.1 to 7.4 impact on exhibition services delivered by the Museum. This shall include management of those persons based at Oriel y Parc who are directly involved in supporting the delivery and invigilation of the Exhibition Programme and liaison with partners and stakeholders of Oriel y Parc from time to time during the Term.

## **8. Customer Care**

- 8.1. All staff employed at Oriel y Parc must maintain 'Croeso Cynnes' standards (or any subsequent replacement) with visitor staff training to be provided by the PCNPA.
- 8.2. The PCNPA will use best endeavours to obtain quality certification, such as Visit Wales VAQUAS, to confirm customer service levels and support funding bids.
- 8.3. The PCNPA shall be fully responsible for the health and safety of all customers, and any staff of the Museum whilst such persons are on Oriel y Parc premises.
- 8.4. The Oriel y Parc Exhibitions Management Group will agree a customer survey schedule to be coordinated by PCNPA and supported with advice from the Museum.

8.5. Amgueddfa Cymru – National Museum Wales has, since 25 January 2017, committed to comply with the Welsh Language Standards, as set out by the Welsh Government under Section 44 of the Welsh Language (Wales) Measure 2011. These Standards set clear expectations on Amgueddfa Cymru to provide services in Welsh to the public, and to promote the use of the Welsh language. The standards apply to all of the organisation’s partnership work in Wales.

## **9. Retail**

- 9.1. A merchandising policy will be prepared and implemented jointly by Oriol y Parc and PCNPA to complement the Exhibition Programme.
- 9.2. The PCNPA will source and fund procurement and underwrite the standard visitor centre merchandise.
- 9.3. The Museum will provide advice for exhibition related time sensitive merchandise and consider income from such items a component of Oriol y Parc’s retail income.
- 9.4. The PCNPA shall be responsible for ensuring that all merchandise complies with the relevant product standards and laws.

## **10. Building Maintenance and Exhibition Care**

- 10.1. The PCNPA is responsible for all costs and ensuring all aspects of maintenance in the building and grounds including fixed specialist security and environmental control systems within the exhibition area. Such systems will be regularly monitored and maintained through consultation with relevant Museum staff.
- 10.2. The Museum will undertake specialist maintenance of exhibits, display content and specialist lighting associated with individual exhibitions or temporary exhibition programmes at Oriol y Parc.
- 10.3. The PCNPA will advise the Museum of any occasions where the agreed environmental and/or security conditions are breached or are likely to be breached due to works within Oriol y Parc or for any other reason. In such circumstances the Museum reserves the right to withdraw any of its collections which are on loan at that time immediately on giving notice to the PCNPA. Such withdrawal shall be in accordance with the relevant Loan Agreements and the PCNPA hereby grants the Museum an irrevocable licence to enter Oriol y Parc or any other premises where collections or works of the Museum are stored in order to recover them.

## **11. Visitor experience**

- 11.1. PCNPA will consult Oriol y Parc visitors, local partners and stakeholders on exhibition programmes to be delivered by the Museum consistent with the 5 ways of working under FG (Wales) Act

- 11.2. The PCNPA will monitor, record and provide exhibition visitor statistics to the Museum monthly or on request within three working days

## **12. Insurance**

- 12.1. The PCNPA is responsible for ensuring adequate insurance cover for Oriel y Parc including, but not limited to, building, public and employer's liability insurance, contents cover (excluding exhibition items), and stock insurance. PCNPA is responsible for ensuring that Oriel y Parc physically meets the security conditions specified by the Museum's Security Co-ordinator and the National Security Adviser at Arts Council England before insurance or indemnity can be agreed. The Museum reserves the right to withdraw loans should any of the normal loan conditions fail to be met. These will be set out in accordance with the Museum's standard Loan Agreement document. The Loan Agreements stand on their own terms. Loans from the Museum's collections are made on an object by object basis and are subject to terms and conditions as detailed in the relevant Loan Agreement.
- 12.2. The PCNPA is responsible for arranging insurance cover for exhibition items as specified in the Loan Agreement. PCNPA will procure that the Museum's interest in the objects is noted on the insurance policy covering them and will provide the Museum with a copy of the same as soon as is reasonably practicable after the commencement of the Loan Agreement and in any event before the objects are due to be delivered to or collected from the Museum's premises.
- 12.3. Where exhibitions involve objects that are not part of the Museum's collection (e.g. items that are loaned to Oriel y Parc from a private collection) the PCNPA is responsible for ensuring it can meet any terms and conditions stipulated by the owner of said items, including providing adequate insurance or indemnity cover. Whilst the Museum has no liability in respect of any agreement made between the PCNPA and a third party, the Museum will support the PCNPA throughout this process by providing the information required to obtain either insurance or indemnity cover.

## **13. Financial Management**

- 13.1. The PCNPA will ensure appropriate management of finances within its accounts and ensure payment of all authorised invoices for supplies, rates, utilities and VAT relating to Oriel y Parc. The financial operation of Oriel y Parc shall be governed by the Financial Standards and Procedures of the PCNPA. The PCNPA will provide relevant and current financial management information to the Museum on reasonable request
- 13.2. The PCNPA hereby undertakes during the Term:
- a. to fund the Oriel y Parc Manager, Oriel y Parc Operational Team and Site Warden;



15.1. This Agreement shall be deemed to have commenced on the Commencement Date and, subject to the provisions of this clause (15), shall continue in force for an initial period of five years (the "Initial Term") with a full review after two years (in 2021). Thereafter the agreement shall be automatically renewed for successive periods of one year (up to 2024) unless and until terminated by either party giving notice in writing to the other in accordance with this clause (15).

15.2. Continuation of this Agreement shall be subject to annual review of arrangements to the satisfaction of the Oriel y Parc Exhibitions Management Group, and any limitations imposed via any relevant grant conditions. The annual review process will be led by the Oriel y Parc Exhibitions Management Group which will produce a joint report to the NPA and Museum Board of Trustees. The Oriel y Parc Exhibitions Management Group will also review annually other parameters and requirements of funding and loan agreements to ensure that these can be met. Either party may withdraw from this Agreement by giving at least one year's notice in writing.

## 16. Effects of Expiry or Termination

16.1. Upon expiry or termination of this Agreement and subject always to the provisions of this clause (16) all rights, obligations and licences hereunder shall cease without prejudice to any rights of action already accrued under this Agreement including any claim for damages for breach of any of the terms of this Agreement.

16.2. Upon expiry or termination of this Agreement the Museum shall no longer be obliged to provide AC Team resources at Oriel y Parc nor to display its contributions to the Exhibition Programme, and such works shall be removed from Oriel y Parc in accordance with the provisions of the relevant Loan Agreements.

## 17. Notices

17.1. Any notice required or authorised to be given hereunder shall be in writing and served personally or sent by post or facsimile addressed to the relevant party as follows:

The PCNPA: Llanion Park  
Pembroke Dock  
Pembrokeshire  
SA72 6DY

Facsimile Number: 01646 689076

For the Attention of: The Chief Executive

The Museum: Cathays Park

Cardiff  
CF10 3NP

Facsimile Number: 02920 573321

For the Attention of: The Director General

or to such other address or facsimile number as may from time to time be notified to the other party hereto in writing for this purpose. Any notice served personally shall be deemed to have been given upon such service. Any notice sent by post shall be deemed to have been served two Working Days after the same shall have been posted and any notice sent by facsimile shall be deemed to have been served upon receipt of confirmation of transmission (provided that a confirmatory letter is sent by first class post) and, in proving such service, it shall be sufficient to prove that the letter or facsimile was properly addressed and as the case may be posted or transmitted provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given, or made, on a day which is not a Working Day or after 5.30pm on such a Working Day, such notice shall be deemed to be given or made at 9.00am on the next such Working Day.

## 18. Disputes

- 18.1. Where disputes or differences arising out of or in connection with this Agreement cannot be resolved by the Oriel y Parc Manager and the AC Team (in consultation with the Oriel y Parc Exhibitions Management Group where agreed by the parties), such disputes shall be resolved in accordance with the provisions of this clause (18) and within the timescales specified in this clause (unless the parties agree different timescales).
- 18.2. If the Oriel y Parc Manager and the AC Team cannot agree a resolution of any dispute, such dispute may be escalated by either party to the Oriel y Parc Exhibitions Management Group, in the first instance.
- 18.3. If the dispute cannot be resolved by the senior management representatives of each of the PCNPA and the Museum within a period of thirty (30) days from the date of referral, the dispute shall be referred by either party to the Chief Executive Officer of the PCNPA and the Director General of the Museum (depending on the nature of the dispute).
- 18.4. If the dispute has not been resolved within thirty (30) days of such referral to the Chief Executive Officer of the PCNPA and the Director General of the Museum, it shall be referred to mediation in accordance with Oriel y Parc for Dispute Resolution model mediation procedure. To initiate mediation either the PCNPA or the Museum may give notice in writing to the other requesting mediation. The mediation shall commence not less than thirty (30) days after the date of the notice requesting mediation.
- 18.5. If the parties fail to resolve the dispute through mediation it shall be determined by the appointment of a single arbitrator to be agreed between the parties or, failing agreement within fourteen days after a request by one party to

the other for arbitration, an arbitrator selected by the President or a Vice President of the Chartered Institute of Arbitrators.

- 18.6. The PCNPA and the Museum shall continue to perform their respective obligations under this Agreement during the resolution of any dispute under the provisions of this clause (18).

## **19. General**

- 19.1. Neither party shall assign otherwise transfer or dispose of or sub-contract any or all of its rights or obligations under this Agreement without the prior written consent of the other party.
- 19.2. Any reasonable forbearance or delay on the part of either party in enforcing the provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provisions or any of its rights thereafter to enforce the same.
- 19.3. With the exception of statements made fraudulently, this Agreement together with the documents referred to in it constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all representations, understandings, documents and agreements made or exchanged by the parties prior to the date hereof and no party has relied upon any representation other than a representation expressing set out in this Agreement.
- 19.4. If either party shall, by reason of events or circumstances beyond its reasonable control including acts of God, political intervention, fire, flood, legislation or industrial dispute, be prevented from, or delayed in, performing its obligations hereunder and shall promptly give notice of such event or circumstance to the other party, the parties' obligations hereunder shall from the date of such notice and without prejudice to any rights or remedies accrued or arising prior to such date be suspended.
- 19.5. This Agreement may be executed in duplicate each of which shall be an original and shall constitute one and the same instrument.
- 19.6. No modification or alteration to the terms of this Agreement shall have effect unless the same is agreed in writing by duly authorised representatives of each of the PCNPA and the Museum.
- 19.7. The relationship between the contracting parties hereto is one of independent contractors and nothing contained in this Agreement shall be construed as creating any partnership, agency or joint venture between the parties.
- 19.8. If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect and the PCNPA and

the Museum shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, unenforceable or illegal provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.

19.9. Neither the PCNPA nor the Museum intends that any term of this Agreement should be enforceable whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Agreement.

19.10. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and, subject to the provisions of clause 18, the parties hereby exclusively submit to the jurisdiction of the courts of England and Wales.

**IN WITNESS** whereof the parties hereto have executed this Agreement the day and year first before written

Executed by affixing the common seal of **AMGUEDDFA CENEDLAETHOL CYMRU/ NATIONAL MUSEUMWALES**

In the presence of:

..... President of Board of Trustees

..... Director/Company Secretary

**THE COMMON SEAL OF  
PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY**

Was hereunto affixed in the presence of:

.....  
Chairman

.....  
Chief Executive (National Park Officer)

## SCHEDULE 1

### Amgueddfa Cymru – National Museum Wales Standard conditions of loan

#### 1 Definitions and Precedence

##### 1.1 In these Conditions:

“Agreement”	means these Conditions and the Schedule;
“Costs and Expenses”	has the meaning detailed in Condition 9;
“Location(s)”	means the location(s) detailed in the Schedule;
“Objects”	means the objects detailed in the Schedule;
“Purpose”	means the purpose detailed in the Schedule;
“Term”	has the meaning detailed in Condition 14.1;
“we”, “us” and “our”	has the meaning detailed in the Schedule;
“you” and “your”	has the meaning detailed in the Schedule;

1.2 If there is any conflict or inconsistency between the terms of the Schedule and the terms of the Conditions, the terms of the Schedule shall take precedence.

#### 2 Permission to lend the Objects

In consideration of and conditional upon you complying with and performing your obligations under the Agreement, we agree to lend the Objects to you and you agree to borrow the Objects and use them for the Purpose at the Location(s) in accordance with the terms and conditions of the Agreement.

#### 3 Your General Obligations

##### 3.1 You will, during the Term:

- (a) keep the Objects at the Location(s);
- (b) ensure that the Objects are not displayed or used for any purpose other than the Purpose;
- (c) keep the Objects in your sole possession and will not sell, transfer, hire, loan or part with possession or control of or otherwise deal with the Objects or any interest in the Objects in any way;
- (d) provide us and our representatives with such access to your premises and the Objects as we may reasonably require from time to time for the

purposes of inspecting the facilities at such premises and your compliance with the terms and conditions of the Agreement;

- (e) obey all lawful and reasonable directions that we may give you in connection with the packing, crating, transport, storage and handling of the Objects;
- (f) provide us with condition reports in respect of the Objects as soon as reasonably practicable following any request for the same by us;
- (g) take all reasonable precautions to ensure the health and safety of our employees, officers, agents and sub-contractors while they are at your premises;
- (h) immediately notify us in writing of any matter, thing or relationship which would or might conflict with the full proper and timely performance of your obligations under the Agreement. Any such notification will be without prejudice to any rights we may have under the Agreement or otherwise at law or in equity;
- (i) ensure that any obligations of yours under the Agreement or activities carried out by you or on your behalf will be carried out by appropriately experienced, skilled, qualified and trained personnel using that degree of skill, care, diligence and prudence that is reasonably and ordinarily expected from experienced and competent persons engaged in activities which are similar to the relevant activities being carried out under the Agreement under similar circumstances and conditions; and
- (j) not do or omit to do anything which would harm our reputation or good standing.

#### **4 Title and Risk**

- 4.1 As between us and you the Objects belong to us and title to the Objects vests in us and will remain vested in us.
- 4.2 Unless specified otherwise in the Schedule, risk in the Objects will transfer to you upon the Objects leaving our premises and will remain with you during the Term.

#### **5 Insurance / Indemnity Arrangements**

- 5.1 The insurance / indemnity arrangements to be put in place in respect of the Objects during the Term and the identity of the party responsible for obtaining and maintaining such arrangements are detailed in the Schedule.
- 5.2 Where the Schedule indicates that you are to obtain insurance in respect of the Objects you will at your own expense keep the Objects insured throughout the Term on a nail to nail basis with the insurance company specified in the Schedule and for the full value of the Objects against all insurable risks. You will procure that our interest in the Objects is noted on the insurance policy covering

the Objects and will provide us with a copy of the same as soon as is reasonably practicable after the commencement of the Agreement and in any event before the Objects are due to be delivered to or collected by you from our premises and upon our request from time to time throughout the Term.

- 5.3 Where the Schedule indicates that your liability under the Agreement for damage to the Objects is limited to a specific amount you will, at your own expense, keep and maintain insurance against such liability. You will provide us with a copy of the relevant insurance policy as soon as is reasonably practicable after the commencement of the Agreement and in any event before the Objects are due to be delivered to or collected by you from our premises.
- 5.4 Where the Schedule indicates that the Objects are to be covered by a non-UK government indemnity scheme, you will procure that our interest in the Objects is noted in respect of such scheme, that the Objects are covered on a nail to nail basis and for the full value of the Objects against all insurable risks and will provide us with a copy of the certificate of indemnity as soon as is reasonably practicable after the commencement of the Agreement and in any event before the Objects are due to be delivered to or collected by you from our premises and upon our request from time to time throughout the Term.
- 5.5 In the event of the occurrence of any loss or damage to the Objects that is covered by one of the insurance policies referred to in Conditions 5.2 or 5.3, you will make a claim under the relevant insurance policy and as soon as reasonably practicable following such occurrence, apply any and all monies paid under such insurance policy relating to the Objects towards the costs of the repair or replacement of the Objects.

## **6 Packing and Transport of the Objects**

- 6.1 Before packing the Objects and making the Objects ready for departure from our premises to the Location(s) we, or our authorised representatives will prepare a condition report in respect of the Objects and include a copy of such condition report with the Objects. The condition report will be used to check the Objects upon arrival of the Objects at the Location(s) by the party detailed in the Schedule as being responsible for unpacking the Objects upon arrival at the Location(s). A condition report will must also be prepared prior to the departure of the Objects from the Location(s), by the party detailed in the Schedule as being responsible for preparing such report prior to the departure of the Objects from the Location(s) and a copy must be enclosed with the Objects.
- 6.2 The packing, crating and transport requirements and/or instructions for the Objects and the identity of the party responsible for the packing, crating and transport of the Objects are detailed in or appended to the Schedule.
- 6.3 You will comply with and will ensure that any third party employed or engaged by you will comply with those packing, crating and transport requirements and/or instructions detailed in or appended to the Schedule which are designated as being your responsibility and/or any other packing, crating and transport requirements of which we may notify you in writing from time to time.

- 6.4 Where you are responsible for engaging a third party to undertake the packing, crating, handling or transporting of the Objects you will ensure that such third party: (a) accepts and is responsible for all loss to or damage to the Objects; (b) will keep the Objects insured with a reputable company and for the full value of the Objects against all insurable risks; and (c) in the event or occurrence of any loss or damage to the Objects covered by such insurance policy, will make a claim under the relevant insurance policy and as soon as reasonably practicable following such occurrence, apply any and all monies paid under such insurance policy relating to the Objects toward the costs of the repair or replacement of the Objects.
- 6.5 Whilst in transit the Objects must be accompanied by two people who are trained to our satisfaction in packing, crating, handling (in transit) and transporting fragile and valuable artefacts. Such people will be identified in the Schedule and must not be changed without our prior written consent.
- 6.6 Where you or a third party employed or engaged by you are responsible for transporting the Objects to or from the Location(s) you will ensure that the Objects will never be left unattended by the persons identified in the Schedule.
- 6.7 If the Agreement concerns an international loan, you are responsible for all custom formalities, export licences and compliance with all relevant legislation in respect of the Objects. To facilitate the movement of Objects and couriers through customs you will arrange for an approved agent to attend the arrival and departure of the Objects at customs, as detailed in the Schedule.

## **7 Exhibition and Protection of the Objects**

- 7.1 At all times during the Term you will:
- (a) take all necessary precautions for the protection of the Objects including taking all steps necessary to protect the Objects from loss, damage or deterioration; and
  - (b) without prejudice to the generality of Condition 7.1(a) ensure that the Objects are protected against fading, scorching and buckling caused by direct or reflected sunlight, artificial light or proximity to heat sources, from rain, excessive humidity and excessive dry conditions and from hazards of fire, theft, insects, dirt, foodstuffs, drink, smoking or handling by unauthorised or insufficiently experienced persons or members of the public.
- 7.2 Without prejudice to the generality of Condition 7.1, you will put in place and will maintain during the Term:
- (a) any and all environmental conditions and security arrangements detailed in the Schedule; and
  - (b) any and all further environmental conditions and security arrangements that we may bring to your attention during the Term that we consider

(acting reasonably), may be necessary for the protection of the Objects from loss, damage or deterioration.

- 7.3 You will during the Term monitor and record the environment in the Location(s). You will retain all such records and make such records available to us and/or our representatives for inspection upon request. Should any change in environmental conditions at the Location(s) arise you will inform us immediately.
- 7.4 Subject always to Condition 8, where the Schedule indicates that only our staff may handle the Objects you will not and will not permit the Objects to be removed from display, unframed, deglazed or removed from mounts for any purpose whatsoever or dusted, cleaned, restored, repaired, altered, otherwise handled or transported in a damaged condition in any way without our prior written approval. Any proposed work must be clearly described by you, and a report produced detailing the products and procedures to be used.
- 7.5 Where the Schedule indicates that you are permitted to handle the Objects only those people who have been trained to our satisfaction in handling the Objects may do so. Such people will be identified in the Schedule and must not be changed without our prior written consent.
- 7.6 You will ensure that any cleaning and maintenance of those parts of the Location(s) in which the Objects are stored and/or exhibited is done under the supervision of your staff.
- 7.7 You will ensure that smoking is prohibited at the Location(s) and in respect of the areas at the Location(s) in which the Objects are displayed or stored, you will only permit eating and drinking in accordance with the terms relating to the same which are detailed in Annexe F of the Government Indemnity Scheme Guidelines for National Institutions, a copy of which is available from the Arts Council of England website.

## **8 Damage or Loss to the Objects**

- 8.1 You will report to us any damage or loss to the Objects (including theft and/or wilful damage) or any emergency that threatens to cause any damage to or the loss of the Objects immediately by contacting the persons referred to in the Schedule as being our contacts and will make photographic documentation of any damage/loss. Unless it is necessary to move the Objects for protection from further damage, you will wait for further instructions from us before moving or handling the Objects.
- 8.2 You will report any theft of the Objects or wilful damage that is done to the Objects to the police immediately upon becoming aware of such theft or wilful damage and you will refrain from issuing any press or public statement in respect of such theft or wilful damage without our written approval of any such statement.
- 8.3 We reserve the right to attend the Location to effect any report and/or conduct any remedial conservation activities in respect of the Objects as we may deem reasonably necessary at your expense and you will provide us and our

representatives with such access to the Location and the Objects as we may reasonably require for such purposes.

- 8.4 All original damaged material relating to the Objects (including any damaged packaging or display materials) must be salvaged and retained by you for inspection by us.

## **9 Costs and Expenses**

- 9.1 You will pay us the costs and expenses detailed in the Schedule and any other costs and/or expenses that may reasonably be incurred by us or by any third party on our behalf in connection with the Agreement, including any costs and expenses in respect of the insurance, preparatory conservation, photography, copyright, mounting, framing, packing or crating of the Objects outward and return transport costs which may include travel, accommodation and subsistence expenses for a courier, and costs in responding or dealing with any emergency (the “**Costs and Expenses**”) in accordance with the payment provisions detailed in the Schedule.

- 9.2 The Costs and Expenses are exclusive of value added tax which, where applicable, will be paid by you in addition to the Costs and Expenses at the rate and in the manner prescribed by law from time to time.

## **10 Intellectual Property, Reproduction and Acknowledgements**

- 10.1 Whilst we may not own all of the intellectual property rights in the Objects, you acknowledge and agree that, as between us and you, title to and any and all intellectual property rights in the Objects (including any copyrights) belong to and will remain vested in us.

- 10.2 You will not photograph [or record] the Objects without our prior written consent and will not permit the Objects to be photographed or recorded by the public, including any media or general visitors to the Location(s).

- 10.3 Permission to reproduce images of the Objects in catalogues, publicity material and/or press associated with the Objects must be obtained from our image licensing officer. We may require payment for your use of any such images.

- 10.4 You are entirely responsible for and liable for all adherence to any intellectual property legislation, including any legislation relating to any copyrights in the Objects and for paying any charges or costs demanded by other copyright owners, for example artists’ estates, agencies etc in addition to any detailed by us in the Schedule.

- 10.5 The Objects must be acknowledged by you on any display label, exhibition catalogue, publication and/or other promotional materials and documentation used in connection with the exhibition. The agreed credit line is “Ar fenthyg gan / Lent by Amgueddfa Cymru - National Museum Wales” Any specified credit to donors or funders detailed in the Schedule must also be used.

10.6 If the Objects or any of them are mentioned in any work whether published or unpublished (e.g. catalogues, marketing material, TV, press), acknowledgement must be made and accession/inventory numbers cited where appropriate. The agreed acknowledgement is © National Museum of Wales.

## **11 Catalogue**

You will provide us with two (2) copies of the exhibition catalogue and two (2) copies of any other publication and/or promotional materials and documentation prepared for the purposes of the exhibition, free-of-charge.

## **12 Warranties**

12.1 You warrant as follows:

- (a) you have full capacity and authority and all necessary licences, permits consents and authorisations to enter into the Agreement, perform your obligations under the Agreement and to borrow the Objects;
- (b) you are not under any obligation to any person whether express or implied which would or might conflict with the full and proper performance of your obligations under the Agreement;
- (c) any and all information provided by you prior to the commencement of the Agreement, including any information provided by you in relation to one or more of our facilities, security and/or display reports, is true, complete and accurate and is not misleading in any respect;
- (d) any and all information provided by you as part of or in connection with your loan of the Objects will be accurate, adequate, complete and comply in all respect with all relevant laws;
- (e) no objects in your exhibitions or displays are known or suspected to have been stolen, illegally imported or exported, or illegally excavated as defined in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.

12.2 Each of the warranties set out in Condition 12 will be interpreted and construed as a separate and independent warranty and will not be limited or restricted by reference to any other warranty or any other provision of the Agreement.

## **13 Liability**

13.1 Nothing in the Agreement will exclude or limit the liability of either party for any matter in respect of which it would be illegal or unlawful for that party to do so.

13.2 Subject to Condition 13.1, we make no warranty whether express or implied regarding the Objects and any and all warranties and representations, whether express or implied are hereby excluded.

- 13.3 You acknowledge in entering into the Agreement that you have not relied upon any representation made by us, our directors, officers or employees.
- 13.4 Subject to Condition 13.1, your liability under the Agreement for the costs of any damage to the Objects will be limited to the extent detailed in the Schedule. If the section of the Schedule dealing with your liability for the costs of any damage to the Objects is silent or marked “not applicable” or similar, your liability under or in connection with the Agreement will be unlimited. In any event, your liability for all other types of loss in connection with the Agreement, including pursuant to Condition 6.4, is unlimited.

## **14 Term and Termination**

- 14.1 The Agreement will commence on the start date set out in the Schedule and unless extended pursuant to Condition 14.2 or terminated in accordance with the provisions of Conditions 14.3, 14.4 or 14.5 will continue in force until the end date set out in the Schedule.
- 14.2 If you wish to extend the term of the Agreement, a request must be made to us in writing at least thirty (30) days before the end date specified in the Schedule. We will have the option but not the obligation to extend the term of the Agreement and we will let you know our decision regarding the same as soon as reasonably possible after receiving your request. We may also specify conditions that need to be met before we will agree to any such extension, including that you will procure that any insurance/indemnity arrangements have been extended to cover the proposed extension period and provide us with evidence that such arrangements are in place.
- 14.3 We may by notice in writing to you terminate the Agreement with immediate effect, and you will no longer be in possession of the Objects with our consent, in any of the following circumstances:
- (a) if you are in material breach of the Agreement and, in the case of a material breach capable of remedy, fail to remedy such breach within seven (7) days of written notice of such breach from us;
  - (b) if you become Insolvent;
  - (c) if any act, omission or conduct on the part of you, your employees, officers, agents or sub-contractors occurs which may, in our reasonable opinion, bring us into disrepute; or
  - (d) if we (acting reasonably) consider such termination necessary to protect the condition or reputation of the Objects and/or our reputation, including in the circumstances where we or our representative consider that the environmental conditions and/or security arrangements at the Location do not meet the environmental conditions and/or security arrangements specified in the Schedule.
- 14.4 We may terminate the Agreement at any time by giving you a minimum of fourteen (14) days notice in writing.

14.5 You may terminate the Agreement at any time by giving us a minimum of fourteen (14) days notice in writing.

## 15 Effects of Termination

15.1 Upon expiry or termination of the Agreement howsoever arising and subject always to the provisions of this Condition 15:

- (a) all rights and obligations hereunder will immediately cease and determine without prejudice to any rights of action then accrued under the Agreement including any rights which either party may have in respect of a claim for damages for breach by the other party of any of the terms of the Agreement;
- (b) any Costs and Expenses already incurred by us or on our behalf will become immediately due and payable by you;
- (c) the Objects will be delivered to us or collected by us in accordance with the provisions detailed in the Schedule.

15.2 If the Agreement is terminated pursuant to Condition 14.3, you will make sure that the Objects will be delivered to us or, if we so direct, made available for us to collect from you in accordance with such timescales and directions as we may give you. Such delivery of the Objects or making available of the Objects will be carried out in accordance with any instructions that we may give to you, using all reasonable skill and care.

15.3 You will pay us any and all reasonable costs and/or expenses incurred by or on our behalf in connection with the collection or delivery of the Objects pursuant to Condition 15.1 or 15.2 within seven (7) days of the date of our invoice for the same.

15.4 The following Conditions will survive the expiry or termination of the Agreement howsoever arising: 1, 4, 6, 8, 9, 10, 12, 13, 16, 18 and this Condition 15.

## 16 Confidentiality

16.1 You and we each agree to keep secret and confidential all information received or obtained by us or by you (the "**Recipient**") from the other (the "**Disclosing Party**") hereunder and which (if disclosed in writing) is marked "Confidential" or (if disclosed orally) is stated by the Disclosing Party at the time of disclosure to be in confidence (including the value of the Objects) ("**Confidential Information**") and will not use the Confidential Information other than for the purposes of performing its obligations pursuant to the Agreement and will not disclose the same or any part thereof except on a need to know basis to those of the Recipient's employees, officers or contractors requiring knowledge thereof for the purposes of performing its obligations hereunder and who are bound by the terms of their contracts with the Recipient to keep such information confidential.

- 16.2 The obligations of confidentiality contained in Condition 16.1 above will not apply to any Confidential Information which the Recipient can establish:
- was in the public domain at the date of disclosure or subsequently enters the public domain other than as a consequence of any unauthorised disclosure, act or omission by the Recipient, its employees, officers or contractors; or
  - is lawfully and properly in the possession of the Recipient at the time it is disclosed to or obtained by the Recipient (as evidenced by the Recipient's written records) and was not obtained directly or indirectly from the Disclosing Party; or
  - is required to be disclosed by law or by court, governmental body or other authority or competent jurisdiction or by any regulatory or supervisory body to whose rules the Recipient is subject or with whose rules the Recipient is required to comply.
- 16.3 For the purposes of this Condition 16 Confidential Information will not be considered in the public domain merely because parts of it are known or because it is known to a few people but is not generally available.
- 16.4 You agree that you will not publicise the existence of the Agreement to any person until such date as we agree and that no such announcement will be made unless the terms of such announcement have been agreed by you and us.
- 16.5 All proposed press releases and/or publicity materials relating to the Objects must be agreed by us in writing before such press releases and/or publicity materials are released.

## **17 Assignment**

The Agreement is personal to you (i.e. the organisation named in the Schedule) and may not be assigned, transferred or otherwise disposed of by you in whole or in part.

## **18 General**

- 18.1 In these Conditions a reference to any statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation made under it.
- 18.2 In these Conditions the words "includes" and "including" mean includes without limitation and including without limitation; the singular includes the plural and vice versa; "person" means any person including individuals, firms, partnerships, bodies corporate, associations, organisations and trusts; and the clause headings in these Conditions do not affect interpretation.

- 18.3 We reserve the right to suspend or delay performance of the Agreement without liability to you if we are prevented or delayed in performing our obligations due to circumstances beyond our reasonable control. You may terminate the Agreement by written notice to us if such suspension or delay continues for more than sixty (60) continuous days.
- 18.4 Any failure or delay by us in enforcing any of our rights under the Agreement is not a waiver of such rights. A waiver must be in writing and signed by our duly authorised representative.
- 18.5 If any provision of the Agreement is found by any court or other body with competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.
- 18.6 Any variation to the Agreement must be in writing and signed by a duly authorised representative of us and you to be effective.
- 18.7 We and you agree that the 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) will be governed by and construed in accordance with the laws of England and Wales and that the courts of England and Wales will have exclusive jurisdiction to settle any such dispute or claim.