

## STANDARD BUSINESS TERMS & CONDITIONS

### 1 **Definitions and interpretation**

1.1 In these Conditions the following terms shall have the following meanings:

**Meet and Potato** means Meet and Potato Limited whose registered office is at: Avenue HQ, 17 Mann Island, Liverpool L3 1BP;

**Conditions** means the Terms and Conditions of supply set out in this document;

**Contract** means any agreement between Meet and Potato and the Customer following acceptance of any Order for the provision of the Services;

**Customer** means the person or organisation indicated in the Project Quotation, tender or other documentation, who agrees to purchase the Services from Meet and Potato subject to these Conditions;

**Data Protection Legislation** directive 95/46/EC and all national implementations of that directive including, without limitation, the Data Protection Act 1998;

**Event** means the Customer occasion at the Venue that Meet and Potato has been instructed to provide the Services, as detailed in the Project Quotation;

**Fee** means the price of the Services specified in the Project Quotation and/or tender;

**Intellectual Property Rights** means any and all patents, designs, copyright, trademarks, rights in databases, and all other rights of a similar nature in any part of the world (whether registered or unregistered and whether capable of registration or not);

**Materials** means any goods provided by Meet and Potato to the Customer pursuant to any Contract;

**Order** means: (i) an Order placed by the Customer, (ii) acceptance by Meet and Potato of either a Project Quotation or response to tender, or (iii) a request for Services by the Customer;

**Project Quotation** means any proposal, quotation or response to tender prepared by Meet and Potato for the Customer;

**Services** means the Services set out in the Project Quotation and/or response to tender and any other Services performed by or on behalf of Meet and Potato pursuant to the Contract, together with the supply of the Materials (if any);

**Venue** means the premises where the Services are to be provided, which, if it is the premises of the Customer, shall be known as the **Customer's Premises**;

**Suppliers** means, any and all third parties who provide Services on behalf of Meet and Potato as set out in the Project Quotation.

- 1.2 Headings are included for convenience only and shall not affect the construction or interpretation of this agreement.
- 1.3 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender.
- 1.4 Any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies, and all other legal persons.

## **2 Basis of supply**

- 2.1 In consideration of the payment of the Fee by the Customer, Meet and Potato shall provide the Services on the terms of these Conditions.
- 2.2 These Conditions apply to all Contracts entered into by Meet and Potato. By placing an Order with Meet and Potato the Customer agrees to deal with Meet and Potato on these Conditions to the exclusion of all other terms, conditions, warranties or representations (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of Order, specification or any other document.
- 2.3 Any Project Quotation remains valid for fourteen (14) days from its date. Meet and Potato reserves the right at its discretion to withdraw any Project Quotation or make variations and changes and any improvements to the Services or to the specification of the Services at any time before it accepts an Order.
- 2.4 Each Order shall be binding on the Customer, but shall not bind Meet and Potato until Meet and Potato has:
  - 2.4.1 accepted that Order; and
  - 2.4.2 received any requested Fee in cleared funds; and
  - 2.4.3 confirmed the Order with any relevant Suppliers.
- 2.5 The Customer shall ensure that the terms of any Order are complete and accurate.
- 2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, response to tender, Project Quotation, acceptance of offer, invoice or other document or information issued by Meet and Potato shall be subject to correction without any liability on the part of Meet and Potato. All samples, drawings, descriptive matter, specifications and advertising issued by Meet and Potato and any descriptions or illustrations contained in Meet and Potato's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and shall not form part of the Contract.

## **3 Services**

- 3.1 Meet and Potato shall provide the Services to the Customer at the Venue.
- 3.2 Meet and Potato shall:
  - 3.2.1 perform the Services with reasonable care and skill; and
  - 3.2.2 devote such reasonable time and attention to the performance of the Services as is necessary for their satisfactory completion in accordance with the Contract.
- 3.3 Where the Event is to be held on the Customer's Premises:
  - 3.3.1 Meet and Potato shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's Premises and have been communicated to it (provided that Meet and Potato shall not be liable under the Contract if, as a result of such observation, Meet and Potato is in breach of any of its obligations under the Contract); and
  - 3.3.2 the Customer shall give all reasonable access to the Customer's Premises to Meet and Potato, its employees, subcontractors, agents, or Suppliers for the purpose of carrying out the Services.
- 3.4 Where a Project Quotation indicates that the Customer is booking any Venue directly with the Venue owner, the Customer shall be responsible for such booking and all arrangements and payments in relation to the Venue.
- 3.5 Where a Project Quotation indicates that Meet and Potato is booking any Venue on behalf of the Customer, Meet and Potato shall be responsible for such booking, subject to the Customer complying with, and being bound by, any additional terms and conditions of the Venue owner provided to the Customer by Meet and Potato.
- 3.6 The Customer shall be responsible for all of its employees, contractors and other persons or guests attending the Venue for the Event and will indemnify and hold Meet and Potato harmless from and against all losses, damages, costs and expenses awarded against, or suffered or incurred by Meet and Potato, its employees, subcontractors or agents or Suppliers as a result of the actions or omissions of such persons.
- 3.7 The Customer acknowledges that performance of the Services and any related timescales provided by Meet and Potato are dependent upon the prompt performance of the Customer's obligations detailed in the Project Quotation and such other Customer participation as is reasonably required.
- 3.8 The Materials shall be delivered in accordance with the Product Quotation.
- 3.9 The Materials are at the risk of the Customer from the time of delivery to the Venue.
- 3.10 Ownership of the Materials shall not pass to the Customer until Meet and Potato has received in full (in cash or cleared funds) the Fee for the Materials and all other sums which are or which become due to Meet and Potato from the Customer on any account or under any Contract. Meet and Potato shall be entitled to recover payment for the Materials notwithstanding that ownership of any of the Materials has not passed from Meet and Potato.

3.11 The Customer shall be responsible for all arrangements (including, without limitation, payment) that relate to the Event that have not been organised by Meet and Potato, in accordance with the Project Quotation.

#### **4 Fees and payment**

4.1 The Fee is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to Meet and Potato.

4.2 Meet and Potato reserves the right to pass on any increase in Supplier Fees to the Customer upon notice in writing.

4.3 Meet and Potato reserves the right to invoice for any agreed additional work and expenses incurred in relation to the Services, whether or not such work features on the Project Quotation.

4.4 Fees shall be invoiced as follows:

- 30% of the Fee upon confirmation of the Project;
- 40% of the Fee to be paid thirty (30) days prior to the Event;
- 30% of the Fee plus agreed additions to be paid within fourteen (14) days after the Event.

4.5 The Customer shall make payment to Meet and Potato in respect of all invoices in full and in cleared funds without any deduction (whether by way of set-off, counterclaim, discount, abatement or otherwise) within 30 (thirty) days of the date of the invoice, apart from the final invoice, within 14 (fourteen) days after the date of the invoice.

4.6 All Fees payable to Meet and Potato under the Contract shall become due immediately on its termination.

4.7 If full payment is not received by Meet and Potato by the due date(s) then without prejudice to its rights Meet and Potato shall be entitled to:

4.7.1 charge statutory interest (both before and after any judgment) as provided for in the Late Payment of Commercial Debts (Interest) Act 1998 on the outstanding balance; and/or

4.7.2 suspend all Services (without incurring any liability to the Customer) until payment has been received in full; and/or

4.7.3 invoice and receive payment for the entire Fee; and/or

4.7.4 terminate the relevant Contract or any other Contract entered into between Meet and Potato and the Customer (without incurring any liability to the Customer).

#### **5 Intellectual Property Rights**

5.1 The Intellectual Property Rights in the Services (including, without limit, any variations under these Conditions) shall, as between Meet and Potato and the Customer, remain vested in Meet and Potato.

- 5.2 Meet and Potato hereby grants a non-exclusive licence to the Customer to use the Intellectual Property Rights in the Services supplied solely for the purpose of the Event.
- 5.3 The Intellectual Property Rights in any material submitted by the Customer shall remain the property of the Customer. The Customer hereby grants a non-exclusive licence to Meet and Potato to use the materials to comply with its obligations under the Contract.
- 5.4 If any Materials are to be prepared by Meet and Potato in accordance with the specifications submitted by the Customer, or if any Materials are to be marked with any trade mark or service mark at the request of the Customer, the Customer shall indemnify and hold Meet and Potato harmless against:
- 5.4.1 all, damages, costs and expenses awarded against or incurred by Meet and Potato in connection with any claim for infringement of any Intellectual Property Right;
  - 5.4.2 all, damages, costs and expenses paid or agreed to be paid by Meet and Potato in settlement of any claim for infringement of any Intellectual Property Right;
  - 5.4.3 all, damages, costs and expenses awarded against or incurred by Meet and Potato in connection with any claim for misuse of any confidential information of any other person;
  - 5.4.4 all, damages, costs and expenses paid or agreed to be paid by Meet and Potato in settlement of any claim for misuse of any confidential information of any other person; and
  - 5.4.5 any other liability whatsoever which results from Meet and Potato's use of the Customer's specifications or the marking of the Materials or from the sale or supply of such Materials by Meet and Potato.

## **6 Confidential information**

- 6.1 Both parties shall keep confidential any information obtained or received from the other party and shall not either during the period of the Contract or at any time afterwards disclose such information to any third party or use such information without the other party's prior written consent.
- 6.2 The provisions of this condition 6 shall not apply to information which:
- 6.2.1 is in or comes into the public domain otherwise than by breach of the Contract provided that any compilation or partial compilation of information shall remain confidential even though components or characteristics of such information are in the public domain so long as the way or manner in which such components or characteristics are interrelated is not in the public domain;
  - 6.2.2 can be evidenced by written records that predate the date of the Contract to be already in the party's possession prior to negotiations for the Contract; or

- 6.2.3 is obtained from a third party who is free to disclose the same as shown by written evidence that predates the date of the Contract.
- 6.3 Both parties shall disclose confidential information only to those employees who are directly involved in the Contract, and will ensure that such employees are aware of and comply with these obligations as to confidentiality and, if so required by the other party, to enter into written undertakings of confidentiality.
- 6.4 The Customer agrees that Meet and Potato may use and process data and/or confidential information received under the Contract for the purposes of the Contract and/or to provide any Services to the Customer and/or any third party.
- 6.5 The provisions of this condition 6 shall survive any termination of the Contract.

## **7 Data Protection**

- 7.1 Meet and Potato acknowledges that it may, in providing the Services, have access to data comprising "personal data" under the terms of the Data Protection Legislation and that it shall be a "data processor" in respect of such data.
- 7.2 Meet and Potato undertakes that it will:
  - 7.2.1 use any such personal data solely for the purpose of performing the Services;
  - 7.2.2 process the same only in accordance with the Customer's instructions;
  - 7.2.3 take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to such personal data;
  - 7.2.4 not transfer the whole or any part of the personal data outside the European Economic Area without the Customer's prior written consent and then only to states and/or processors having in place an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data; and
  - 7.2.5 promptly notify the Customer if it receives any subject access request or complaint or any information notice, enforcement notice or other correspondence from the Information Commissioner in respect of such data and shall deal with the same in accordance with the Customer's instructions.

## **8 Warranty and liability**

- 8.1 The Customer warrants that it has full capacity and authority and all necessary consents to enter into and perform its obligations under any Contract.
- 8.2 The Fee is determined on the basis of the following limitations and exclusions of liability which the Customer agrees are reasonable because, among other

considerations, it is at the discretion of the Customer to procure insurance for the Event.

- 8.3 The provisions of this condition 8 set out Meet and Potato's entire liability to the Customer (including any liability for the acts and omissions of its employees, agents or subcontractors) in respect of any breach of contract, strict liability, tort (including, without limit, negligence), misrepresentation or other matter for which Meet and Potato is liable.
- 8.4 To the maximum extent permissible by law, all conditions and warranties which are implied by statute or common law or otherwise into any Contract or these Conditions or relating to the Services (and/or any Materials supplied by Meet and Potato pursuant to the Services) are hereby excluded.
- 8.5 Subject to Conditions 8.8 and 8.9, Meet and Potato shall not be liable in contract, strict liability, tort (including, without limit, negligence), misrepresentation or otherwise to the extent that such liability arises as a result of any of the following:
  - 8.5.1 inaccuracies or omissions in any data, drawings, calculations, specifications, information or material (including any misleading items therein) supplied to Meet and Potato for the purposes of enabling it to perform the Services;
  - 8.5.2 any errors or omissions in instructions given by the Customer, its agents, consultants or subcontractors in connection with the Services;
  - 8.5.3 any defects, delays, interruptions, failures or malfunctions in the operation of any computer or other equipment used by Meet and Potato in supplying the Services;
  - 8.5.4 any failure by the Customer to perform its obligations under this Agreement or the Project Quotation.
- 8.6 Subject to Conditions 8.7, 8.8 and 8.9, Meet and Potato's total aggregate liability for all claims arising out of the Contract (whether in contract, strict liability, tort (including, without limit, negligence), misrepresentation or any other matter for which Meet and Potato is liable) shall not in any event exceed the Fee.
- 8.7 Notwithstanding Conditions 8.8 and 8.9, Meet and Potato shall be liable to the Customer for any direct physical damage to property at the Customer's Premises (other than death or personal injury) to the extent that it results from the negligence of Meet and Potato or its employees up to a maximum of £500,000.
- 8.8 Subject to condition 8.9, Meet and Potato shall in no circumstances be liable to the Customer for:
  - 8.8.1 any loss of profits; or
  - 8.8.2 loss or depletion of goodwill; or
  - 8.8.3 loss of anticipated savings, business opportunity, data or use of data; or
  - 8.8.4 injury to reputation; or
  - 8.8.5 third party losses; or

- 8.8.6 indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, strict liability, tort (including, without limit, negligence) or misrepresentation and regardless of whether Meet and Potato knew or had reason to know of the possibility of the loss, injury or damages in question, and shall not be liable for any other damages except as provided in the Contract.
- 8.9 Nothing in the Contract shall limit Meet and Potato's liability to the Customer for:
- 8.9.1 death or personal injury caused by the negligence of Meet and Potato its employees, agents or subcontractors; or
- 8.9.2 fraud or fraudulent misrepresentation; or
- 8.9.3 damage suffered by the Customer as a result of any breach by Meet and Potato of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- 8.9.4 any other liability the exclusion or limitation of which is not permitted by English law.
- 8.10 Nothing in the Contract shall confer any right or remedy upon the Customer to which it would not otherwise be entitled. The provisions of this condition 8 shall survive any termination of the whole or any part of the Contract.
- 8.11 Except pursuant to condition 8.9 above, no action, regardless of form, arising out of the transactions under the Contract may be brought by the Customer more than two years after the cause of action has accrued.
- 8.12 The Customer shall indemnify and hold harmless Meet and Potato from and against all loss, damages, costs and expenses awarded against, suffered by or incurred by Meet and Potato in respect of any breach of these Conditions, the Contract and/or Intellectual Property Rights.

## **9 Complaints**

If the Customer wishes to make a complaint to Meet and Potato, the Customer should immediately notify the person set out in the Project Quotation, or if no person is stated, Jon Kelly, CEO in order to resolve any issues.

## **10 Change control**

- 10.1 If at any time either party wishes to make alterations to the Services then such party shall provide the other party with details of such alterations and with such other information as the other party may reasonably require.



- 10.2 As soon as reasonably practicable after receiving such details and information, Meet and Potato shall propose what changes (if any) shall be required to the Fees and what adjustments shall be required to the Services and Project Quotation. On receipt of the same, the Customer may elect:
- 10.2.1 to accept Meet and Potato's proposal in which case the Contract shall be amended to reflect the adjustments required to the Fees and/or the Services and Project Quotation; or
  - 10.2.2 to withdraw the proposed alterations in which case the Contract shall continue in force unchanged (subject to condition 10.3 below).
- 10.3 Meet and Potato shall be entitled to make a reasonable charge for considering such alterations and preparing such proposal.

## 11 Termination

- 11.1 Each party shall be entitled to terminate the Contract immediately by notice in writing to the other party if:
- 11.1.1 the other party commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 (thirty) days of receipt of notice of the breach requiring remedy of the same; or
  - 11.1.2 the other party makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or elsewhere; or
  - 11.1.3 the other party ceases or threatens to cease to carry on business; or
  - 11.1.4 a party reasonably apprehends that any of the events specified in condition 11.1 is about to occur in relation to the other party and notifies the other party accordingly.
- 11.2 Further to condition 11.1, Meet and Potato shall also be entitled to terminate the Contract immediately by notice in writing to the Customer:
- 11.2.1 if there is at any time a material change in the management, ownership or control of the Customer; or
  - 11.2.2 for non-payment in accordance with condition 4.7.4; or
  - 11.2.3 if the Customer misuses or infringes Meet and Potato's (or its licensor's) Intellectual Property Rights.
- 11.3 In the event of termination by Meet and Potato pursuant to Conditions 11.1 or 11.2 above then, without prejudice to any other right or remedy available to Meet and Potato, Meet and Potato shall be entitled to:

- 11.3.1 cancel the Contract; or
  - 11.3.2 suspend its performance of the Contract without any liability to the Customer; or
  - 11.3.3 if the Services have already been performed, but not paid for, the Fee shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. Meet and Potato shall be entitled to charge statutory interest as provided for in the Late Payment of Commercial Debts (Interest) Act 1998 from the time of such cancellation or suspension until Meet and Potato receives payment in full and cleared funds.
- 11.4 A cancellation will only be deemed effective when notice has been received in writing by Meet and Potato.
- 11.5 In the unfortunate circumstance that the Client has to cancel or postpone the confirmed booking, cancellation charges will be made as follows for Services (the “Cancellation Charge”). The Client will also be liable for suppliers’ cancellation costs as per their terms and conditions

Cancellation Notice (from date of delivery)	Charge
Between 16 & 24 weeks	25%
Between 8 & 16 weeks	50%
Between 4 & 8 weeks	75%
4 weeks or less	100%

- 11.6 Should the Event not proceed for any reason, including circumstances beyond the Client’s control, the Client will still be liable to pay the Cancellation Charge. The Client will be responsible for taking out cancellation insurance, which Meet and Potato can arrange at the Client’s request and cost.
- 11.7 Postponement terms: A Project can be classified as postponed when another date less than 90 days from the original date is agreed for the same Project, when the re-booked Project has a value the same or greater than the original and the Project requires the same mix of Services provided by Meet and Potato. When a Project is considered as postponed, the Client is liable to pay the first invoice within the deadline based on the original Project date. Under any other circumstances the Project will be considered cancelled.

**12 Force majeure**

- 12.1 Meet and Potato shall not be liable to the Customer for any delay in the carrying on of its business due to circumstances beyond the reasonable control of Meet and Potato including, without limitation, adverse weather, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of third parties not in the direct control of Meet and Potato, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable Materials or Services. If the event in question continues for a continuous period in excess of 30 (thirty) days, the Customer shall be entitled to give notice in writing to Meet and Potato to terminate the Contract.

- 12.2 It is recommended that the Customer procures insurance to cover the Event and Meet and Potato can provide assistance with this upon request and at the Customer's cost.

### 13 General

- 13.1 The remedies available to Meet and Potato under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Customer.
- 13.2 Meet and Potato's employees, subcontractors or agents are not authorised to make any representations concerning the Services unless confirmed by Meet and Potato in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed. The Customer irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract, unless such misrepresentation was made fraudulently.
- 13.3 The failure or delay of Meet and Potato to enforce or to exercise, at any time, or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 13.4 The invalidity or unenforceability of any provision of, or any part of a provision of, or any right or remedy arising pursuant to the Contract shall not in any way affect the remaining provisions, rights or remedies, which shall be construed as if such invalid or unenforceable part did not exist.
- 13.5 The Contract and any documents referred to in it contains all the terms agreed by the parties in relation to its subject matter and supersedes any and all prior agreements, understandings or arrangements between them, whether oral or in writing in relation to such matters.
- 13.6 Except in relation to fraudulent misrepresentation (in respect of which neither party's liability is limited or excluded):
- 13.6.1 neither party shall have any right or liability in respect of any statement, representation or promise made prior to the date of this agreement; and
- 13.6.2 each party acknowledges and accepts that, in entering into this agreement, it has not relied upon any statement, representation or promise except as set out in this agreement.
- 13.7 If there is an inconsistency between any of the provisions of this Conditions and the Project Quotation, the following order of precedence shall apply: (i) the provisions of the Project Quotation that expressly varies these terms and conditions (but then only to the extent of such variation); (ii) these Conditions; and (iii) the other parts of the Project Quotation.

- 13.8 Neither party shall either during the term of any Contract or within the period of six (6) months following its expiration or termination for any reason without the prior written consent of the other endeavour to entice away from the other any person who was at any time during the period of six (6) months expiring on the date of termination or expiration of the Contract an employee of the other party in the performance of obligations to be discharged under the terms of the Contract.
- 13.9 Nothing in this agreement is intended to establish any partnership or joint venture between any of the parties, constitute any party as agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in the Project Quotation (and in any event, only to the extent required for Meet and Potato to provide the Services to the Customer).
- 13.10 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be given in writing and shall be delivered by hand or sent by recorded delivery mail to the registered office of the other party or to such other address which it has been previously notified to the sending party and shall be deemed to have been given on the day of delivery. Any such notice or written communication shall be deemed to have been served when actually received or, if sent by special delivery mail and returned marked "gone away" or to the like effect, on return of such special delivery mail.
- 13.11 The Contract is personal to the Customer and the Customer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of Meet and Potato.
- 13.12 Meet and Potato may assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it to any third party without the prior written consent of the Customer.
- 13.13 Any reference in these Conditions to any statute, decree, law, statutory instrument or other regulation having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof after the date of signature of the Contract.
- 13.14 Meet and Potato shall have the right to amend or vary these Conditions at any time upon notice to the Customer.
- 13.15 Meet and Potato shall have the right to use the name of the Customer in any advertising or promotional materials, press release, proposal, speech, article or other similar material without the prior written approval of the Customer.
- 13.16 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.17 The formation, existence, construction, validity and performance and all aspects of these Conditions and the Contract are governed by the laws of England and the parties accept the exclusive jurisdiction of the English Courts provided that:
- 13.17.1 nothing in these Conditions will prevent Meet and Potato from taking proceedings against the Customer in any other court of competent jurisdiction; and

13.17.2 the taking of proceedings in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.