



Caspian

General Conditions Of Supply for Print and Mailing

DEFINITIONS "Printer" shall mean Caspian Partnership Ltd Registered address: Chart House 2 Effingham Road Reigate Surrey RH2 7JN Company registration number 4261482

1. "Goods" shall mean the work to be produced by the Printer pursuant to this contract. "Customer" shall mean the party that has placed the order for the Goods and/or Printing Services to be produced. References to the Printer shall include its permitted assignees. References to Caspian Partnership Limited and the parties hereto shall include their respective successors in title to substantially the whole of their respective undertakings. "Contract" means a contract incorporating these General Conditions of Supply and concluded by the Printer despatching the Acceptance to the Customer. "Printed Material" means the product of the Printing Services. "Printing Services" means the provision of printing and print finishing services by the Printer to the Customer in a Contract.
2. ACCEPTANCE OF ORDER
 1. The Customer warrants that it is acting within the purposes of the Customer's trade, business or profession and not as a consumer when it purchases Goods and/or Printing Services from the Printer.
 2. Each order or acceptance of an estimate for goods or services by the Customer shall be deemed to be an offer by the Customer to buy the Goods and/or Printing Services subject to these conditions.
 3. No contract shall exist until the Printer has despatched its Acceptance of Order Form ("the Acceptance") to the Customer.
 4. All estimates given by the Printer are invitations to treat and are checked prior to their submission to the Customer. Errors or omissions may occasionally occur and in the event of a mistake (for example interpretation, calculation, or typing) coming to light on receipt of an order, the Printer shall submit an amended estimate for the Customer's consideration.
 5. The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.
3. CONDITION These conditions apply to all sales of Goods and/or Printing Services by the Printer and override any differing conditions which may appear on the Customer's order form or other document issued by the Customer and may be varied only with the Printer's consent in writing.
4. SUB-CONTRACTING AND ASSIGNMENT
 1. The Printer may sub-contract any or all of its rights and obligations hereunder to any third party printer.



2. The Printer may without the consent of the Customer assign the benefit and burden of its rights and obligations hereunder to any third party. No notice of any such assignments need be given to the Customer
3. The Customer shall not be entitled to assign any or all of its rights and obligations under this contract or any part of it without the prior written consent of the Printer
5. AGENCYThe Customer contracts as principal unless the Customer discloses in writing both that it is acting as agent and the identity of the principal before despatch by the Printer of the Acceptance. The Customer shall remain liable under this contract unless the Printer shall agree otherwise in writing. Where such written agreement is obtained, it shall be presumed that the Customer is fully authorised to act on behalf of its principal and that the principal shall be contractually liable under the terms of this contract. The Customer will forward any invoices to the principal within seven days of receipt.
6. RAW MATERIAL FLUCTUATIONSPrices offered are subject to fluctuations in the availability, quality and cost of raw materials. Prices charged will be those ruling at the date of manufacture, and will reflect any such fluctuation.
7. PRICES AND CHARGES
 1. All prices and charges are based on the Printer's current costs of production, including materials and overheads, and are (except where expressly agreed otherwise) subject to increase or decrease by the Printer from time to time to take into account any rise or fall in such costs and overheads.
 2. All prices shall be exclusive of all costs and charges in relation to packaging, delivery and insurance, all of which amounts the Customer shall pay in addition unless expressly agreed otherwise in writing in any estimate provided by the Printer.
 3. All charges authorised by any Contract and not specifically stated shall be at the Printer's standard rates from time to time.
 4. The Customer shall pay for any extras that it requests in writing, whether during production or otherwise.
8. OVERTIMEIf as a result of any default by the Customer or of any delay in the supply to the Printer of any copy or materials or of the supply of the Printer of faulty or substandard copy or materials or faulty direct input it shall in the opinion of the Printer become necessary in order to meet delivery dates to employ some or all of the Printer's or its subcontractors' employees at overtime rates or incur other additional costs, or if expedited delivery shall be agreed with the like results, thereupon the Printer shall be entitled to charge all overtime and other additional costs so incurred.
9. TAXAll quotations and invoices shall be net of tax (unless otherwise expressly set out) and the Printer shall be entitled to add to any quotation and invoice the amount of any purchase, sales, value added or other applicable tax payable.



10. PRELIMINARY WORK All preliminary work executed at the Customer's request (whether or not experimental) will be charged to the Customer.
11. PROOFS
 1. Where the Printer supplies proofs to the Customer the Customer shall be responsible for checking whether the proofs are in accordance with the specification set out in the estimate or as agreed by the Parties for the provision of the Printing Services or as otherwise agreed by the Printer and the Customer. The Customer shall approve the proofs and after approval, any remaining errors, whether in: a) the content or materials provided by the Customer, b) the design or layout created, made or carried out by the Printer, or c) the application of the specification for the provision of the Printing Services (relating to such matters for example as the colours to be used, size, position, folding etc), shall be the responsibility of the Customer and not the Printer. The Printer shall be entitled to use the approved proof as the basis for carrying out the remainder of the Printing Services, d) the Customer shall approve proofs within 24 hours, unless a longer period is provided in the Acceptance of Order.
 2. The Customer acknowledges and accepts that: a) the colours used in a proof will not necessarily match those in the Printed Material; and b) such differences are caused by the use of different equipment, inks, paper and other technical factors in the proofing process compared to those used in producing the Printed Material.
 3. Prize draws, competitions etc – The Printer shall take reasonable care to prevent duplication of random numbers and serial numbers, but does not undertake to ensure that the numbers are correctly allocated, as the technology for printing number allocation is not always reliable. The Printer shall have no liability for any duplication, or for any other technical error outside its reasonable control, and the Customer shall take out its own insurance and provide within the competition rules for resolution in case of error.
 4. MATERIALS PROVIDED ELECTRONICALLY
 1. If the Customer provides materials to the Printer by electronic means ('Electronic Files'), the Printer shall not be responsible for checking: a) (where the materials consist of copy) the accuracy of the content, including but not limited to checking whether the copy is spelt correctly, is grammatically correct, or formatted in accordance with any specification, layout or design or in accordance with any estimate or order; b) (where the materials consist of artwork or layouts) whether the artwork or layouts are positioned correctly on a page or in accordance with any instructions as to how the artwork or layout are to be reproduced or printed; or c) (where materials are supplied as a file ready for reproduction (and then for the production of Printed Materials)) any of the contents, layout or commands, markings, formatting or other matters.



2. For Materials submitted as Electronic Files: a) The Customer acknowledges and agrees that: i) the devices on which Electronic Files are stored (or on which they are submitted by the Customer); and/or ii) the communication methods used by the Customer to transmit the Electronic Files to the Printer, may be subject to corruption or alteration which is not within the reasonable control or reasonable knowledge of the printer. c) The Customer shall keep one or more copies as backup. d) The Customer shall make available copies of the Electronic Files at dates and times that the Printer reasonably requires. e) The Customer shall submit Electronic Files in the software programme, version and format the Printer specified as set out on www.Caspian Partnership Limiteduk.com/public/pdfs/Guidelines_2011.pdf ('the Supported Format').
3. Where the Customer wishes to provide copy, artwork, layouts or files ready for reproduction without further intervention by the Printer other than preparation to produce the Printed Material, the Printer shall be entitled to assume that the materials are in the Supported Format.

12. DELIVERY AND PAYMENTS

1. "Delivery" shall mean whichever is the first to occur of (i) the Printed Material and/or Goods leaving the premises of the Printer or subcontracted supplier or (ii) the Printer giving notice to the Customer that the Printed Material and/or Goods are ready for collection. If the Customer is unable to collect the Printed Material and/or Goods as provided for in this sub clause 12(a), the Printer shall be entitled to arrange storage, and/or transport of the Printed Material and/or Goods on the customer's behalf and at the Customer's expense. All charges for such storage, transport and any insurance shall be payable by the Customer forthwith upon demand.
2. The Customer shall inspect and check the Printed Material and/or Goods immediately on Delivery and shall give notice in writing to the Printer within 3 working days of Delivery as to any alleged defect together with details of the alleged defects. The Customer shall permit all such alleged defective Printed Material and/or Goods to be inspected by the Printer. Failing such notice, the Printed Material and/or Goods shall be deemed to be in accordance with the contract and the Customer shall be deemed to have accepted the Printed Material and/or Goods and to be liable to pay therefore.
3. The time for Delivery shall be the time agreed in writing between the Printer and the Customer or (if none) a reasonable time after the date of the despatch of the Acceptance provided that the Customer shall not be entitled to reject by reason of late Delivery any Printed Material and/or Goods delivered after the time for Delivery unless he has given to the Printer twenty one days written notice of his intention to do so and the Printed Material and/or Goods are not delivered within such time.



4. The Printer shall use reasonable endeavours to complete the Printing Services and/or deliver the Goods by the date specified in the Acceptance. Time shall not be of the essence for: (i) any dates or times when Printing Services and/or Goods are due to be performed; or (ii) the length of time that any part of the Printing Services and/or Goods will take to perform as stated in a Contract, any estimate, any order, or as agreed by the Parties; or (iii) any date or time any of the Printing Services and/or Goods will be completed by as stated in a Contract, any estimate, any order, or as agreed by the Parties. The Printer will inform the Customer of any significant delays to the delivery of the Printing Services and/or Goods, within reasonably practicable period.
5. The Printer may charge or give credit pro rata for work delivered in excess of or less than the quantity ordered up to a maximum of ten percent over or under and such work shall constitute due performance of the obligation by the Printer. Unless the Customer rejects any excess over ten percent within three days of delivery, the same shall be treated as delivered under an independent contract on the same terms and conditions set out herein and the Customer shall pay for the same pro rata.
6. Each instalment of part delivery delivered or to be delivered shall be deemed to be an independent contract subject to the terms set out herein.
7. Payment shall be made by the Customer in full without deduction by way of set-off, counterclaim, discount or otherwise within 30 days of the date of the Printer's invoice or other terms stated on the Acceptance of Order. For the purpose of clause 25(a) (i) hereof the final day of such 30 day period shall be the due date (as referred to in that clause). The Printer shall have the right to charge interest at 4% per year above the base rate of Svenska Handelsbanken AB of Trinity Tower, 9 St Thomas More Street, London or such London clearing bank as is notified by the Printer to the Customer from time to time accruing daily and compounded annually on every invoice overdue for payment calculated from the date of the invoice until the date of payment whether before or after judgment, and may suspend all its obligations hereunder until payment has been made in full. The Printer reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
8. Time for payment shall be of the essence.
9. No payment shall be deemed to have been received until the Printer has received cleared funds.
10. All payments payable to the Printer under the contract shall become due immediately on its termination despite any other provisions.
11. The risk in the Printed Material and/or Goods shall pass to the Customer (i) upon Delivery, or (ii) where the Customer is unable to accept Delivery as contemplated by clause 12(a), upon the commencement of whichever is the first to occur of storage or transportation.



12. Upon any suspension of work at the request of the Customer or delay through any default of the Customer the Printer shall be entitled to payment in respect of all work then carried out (whether or not delivered) and all materials ordered.
13. If the Customer does not make a payment by any due date or the date stated in an invoice or as otherwise provided in a Contract, the Printer shall be entitled to require the Customer to pay in advance for any Goods and/or Printing Services (or any part of them) which have not yet been performed.
13. **PROPERTY**
 1. Ownership of the Printed Material and/or any Goods shall not pass to the Customer until the Printer has received in full (in cash or cleared funds) all sums due to it in respect of: a) the Printed Material and/or any Goods; and b) all other sums which are or which become due to the Printer from the Customer on any account.
 2. Until ownership of the Printed Material and/or any Goods has passed to the Customer, the Customer shall: a) hold the Printed Material and/or any Goods on a fiduciary basis as the Printer's bailee; b) store the Printed material and/or any Goods (at no cost to the Printer) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Printer's property; c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Printed Material and/or any Goods; and d) maintain the Printed Material and/or any Goods in satisfactory condition and keep them insured on the Printer's behalf for their full price against all risks to the reasonable satisfaction of the Printer. On request the Customer shall produce the policy of insurance to the Printer.
 3. The Customer may resell the Printed Material and/or any Goods before ownership has passed to it solely on the following conditions: a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and b) any such sale shall be a sale of the Printer's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
 4. The Customer's right to possession of the Printed Material and/or any Goods shall terminate immediately if any of the events referred to in clause 25 (a) (i) and (ii) below occurs in relation to the Customer.
 5. The Printer shall be entitled to recover payment for the Printed Material and/or any Goods notwithstanding that ownership of any of the Printed Material and/or any Goods has not passed from the Printer.
 6. The Customer grants the Printer, its agents and employees an irrevocable licence at any time to enter any premises where the Printed Material and/or any Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
14. **LIEN**The Printer shall have a general lien on all property of the Customer in the Printer's possession (whether or not paid for) for any sums owned. The Customer



hereby irrevocably appoints the Printer as its exclusive sales agent in relation to such property and in the event that, after having given 7 days notice in writing to the Customer, any sums remain outstanding the Printer as such agent may dispose of such property as it sees fit at the best price reasonably obtainable in the circumstances and shall apply the proceeds towards payment of the sums owed and the balance shall be payable to the Customer.

15. LIABILITY

1. The Printers liability to the Customer in respect of (a) any breach of its contractual obligations arising under this contract; and (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this contract (hereafter an "Event of Default") shall be limited to a sum equal to the Printer's charges for the Contract or that part of it so effected provided that where the Customer shows the same to have resulted from the negligence (as defined in The Unfair Contract Terms Act 1977) of the Printer and the Printer's liability for death or personal injury shall be unlimited.
 2. Subject to clause 15(a) above the Printer shall not be liable to the Customer in respect of any Event of Default for loss of profits, business, contracts, revenue, goodwill, production and anticipated savings or any type of special, indirect or consequential loss howsoever caused (including loss or damage suffered by the Customer as a result of any action brought by a third party) even if such loss was reasonably foreseeable in the contemplation of the Printer or if the Printer had been advised of the possibility of the Customer incurring the same.
 3. The Customer hereby agrees to afford the Printer not less than 30 days in which to remedy an Event of Default hereunder.
 4. The Printer shall be excluded from any other liability whether arising under this contract or otherwise and without prejudice to the generality of the forgoing shall be under no liability for negligence (other than in respect of death or personal injury) or in respect of any advice given.
 5. If and to the extent that a court of competent jurisdiction decides that a Printer shall be liable for any matter other than that contemplated by clause 15(a) above, the liability of the Printer in that case shall be limited to a sum equal to the Printer's charges for the work or that part of it so affected.
 6. The Printer shall not be liable howsoever in respect of any failure, delay or defect in the work or default caused by the supply or specification of unsuitable faulty or sub-standard material by the Customer.
16. EXCLUSION Except as expressly stated herein, all conditions, warranties, representation and/or undertakings, express or implied, statutory or otherwise are excluded. Nothing in this Agreement excludes liability for fraud.
17. CUSTOMER PROPERTY If the Printer shall hold or work on property of the Customer or any third party it shall have no liability for any damage to or loss of such property, whether caused by negligence or otherwise, and the Customer shall



indemnify the Printer in respect thereof. If the Printer shall hold any such property for more than one year it may give notice to the Customer requiring removal thereof and made dispose of the same if not removed within 30 days of such notice.

18. MATERIALS SUPPLIED

1. The Printer may reject any paper, film, plate, printed sheets, signatures or other materials supplied or specified by the Customer or the resulting product of any direct input provided by or on behalf of the Customer ("The Materials") if in the Printers opinion it is unsuitable, substandard or of defective quality. Any additional cost incurred thereby, or if materials are found to be unsuitable at any stage during or after production shall be charged by the Printer. Such supply or specification must be within a reasonable time prior to production and of an adequate quantity to allow for normal spoilage.
2. The Customer shall indemnify the Printer against any liability which it may incur as the direct or indirect result of the Customer supplying or specifying Materials (for use in the production of the Goods) which are defective, substandard, or unsuitable, and the Customer agrees that the Printer shall not be responsible to the Customer in respect of any defective work arising therefrom.

19. STANDING MATTER Metal, film, glass, and other material used by the Printer in production shall remain its exclusive property. Type may be taken down and lithographic, photogravure and other work destroyed and electronically stored origination material may cease to be stored immediately on completion of the work unless instructions to the contrary in writing are given by the Customer and accepted by the Printer in which case rent or other appropriate storage fee shall be charged by the Printer.

20. ILLEGAL MATERIAL

1. If in the reasonable opinion of the Printer, the Printer considers that any Materials provided to the Printer by or on behalf of the Client: a) are defamatory; b) contain, express or indicate illegal racist or otherwise discriminatory opinions; c) contain any designs, images, graphics or photographs which are illegally racist or otherwise discriminatory; d) are illegal or contain illegal content; e) infringe or breach the intellectual property rights of a third party; or f) are used outside the provisions of any licence that the Customer may have to use those Materials, then the Printer shall not be required to supply any Printing Services in relation to such Materials or any Printed Material based on them.
2. The right not to provide any Printing Services shall also apply where carrying them out would involve the creation, design, layout, production or reproduction of copy, designs, artwork or images (in any format) which fall into one of the categories set out in clauses 20.1 (a) to (e). The Printer may refuse to print any work if in its opinion it contains matter likely to result in civil or criminal proceedings. Any work seized or ordered to be destroyed or made the subject of any injunction shall thereupon be deemed to have been delivered to the



customer, and the Printer shall be paid for the same and for all work carried out on or before the date of such seizure order or injunction as if so delivered.

21. INDEMNITY The Customer shall indemnify and hold harmless the Printer from and against all Claims and Losses arising from loss, damage, liability, injury to the Printer, its employees and third parties, infringement of third party intellectual property, or third party losses or liability by reason of the provision of Printing Services or supply of Printed Materials which falls into one or more of the categories in clause 20.1 (a) to (e) or arising out of any information supplied to the Customer by the Printer, its employees or printers, or supplied to the Printer by the Customer within or without the scope of this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever. The Printer shall be entitled to legal costs on an indemnity basis.
22. SET-OFF
1. The Customer hereby covenants to indemnify and keep indemnified the Printer from and against any claims, costs, damages and expenses whatsoever and any reduction in value of the assets or increase in the liabilities of any of them arising from or in consequence of or in connection with any failure by the Customer or any member of the customer's group to duly and punctually perform all their obligations pursuant to this Contract or any other contract, agreement, lease, right or arrangement whatsoever (a "Relevant Transaction").
 2. The Printer shall not be obliged to pay any sum to the Customer (or any member of the Customer's Group) pursuant to this Contract or any Relevant Transaction if and for so long as, the Customer (or any member of the customers group) is in default of making payment to the Printer under this contract or under a Relevant Transaction.
 3. Without prejudice to (b) above, the Printer may set-off any amount owned by it to the Customer or any member of the Customer's Group against any liability owed to it by the Customer or any member of the Customer's Group (whether such liability be actual or contingent, liquidated or unliquidated, ascertained or unascertained).
 4. If an obligation to make payment is unliquidated or unascertained the Printer may in good faith set-off the amount it estimates (in good faith) will be the amount of such obligation once it becomes liquidated or ascertained. "Customer's Group" shall include all subsidiaries (as defined in the Companies Act 1985) of the customer's ultimate parent undertaking.
 5. Nothing in this clause shall be effective to create a charge or security interest. This clause shall be without prejudice and in addition to any, right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).



23. **FORCE MAJEURE** Neither party shall be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, flood, power failure, reduction of power supplied, mechanical failure, lack or shortage of materials (not being due to the wilful default of the party) act of Government or State, war, civil commotion, insurrection, embargo, strike, lockout, industrial dispute or action taken by the party or any other person, firm or company in connection therewith, and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this contract as a direct result of the effect of one of such reasons such parties shall give written notice to the other of such inability stating the reason in question. The operation of this contract shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than 90 days, the party not claiming relief under this clause 23 shall have the right to terminate this contract upon giving 30 days written notice of such termination to the other party.
24. **CUSTOMERS DEFAULT** If the Customer shall be in default under this contract or any other contract with the Printer, or any subsidiary thereof or if the Printer has reason to believe that the Customer will be unable or unwilling discharge its obligations to the Printer as they arise then the Printer may: a) Cease work without any liability for any default thereby caused, and b) Give notice thereof to the Customer whereupon the Customer shall pay forthwith for all Printing Services and/or Goods under this or any other contract with the Customer (whether or not payment would otherwise be due) and a proper charge for all Goods used or Printing Services provided and work carried out prior to cessation of work as aforesaid.
25. **TERMINATION**
1. Both the Printer and the Customer shall have the right at any time by giving notice in writing to the other to terminate this contract forthwith upon the happening of one or more of the following events (i) If the other shall fail to make any payment hereunder within three days of the due date or to remedy any other breach within thirty days upon being required to do so in writing. (ii) if the other shall enter into liquidation, whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounded with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or has a petition for an administration order presented in relation to it.
 2. The Printer shall have the right at any time by giving notice in writing to the Customer to terminate this contract forthwith if the Customer shall fail to make any payment owing from it to the Printer from time to time and howsoever arising in full within three days of the due date of such payment.



3. A contract for the printing of a periodical publication which is not expressed to be for a fixed period may be terminated by either party by notice in writing as follows: (i) Thirteen weeks (publication at monthly intervals or less); or (ii) twenty six weeks (publication at more than monthly intervals).
26. **REMEDIES** Termination of this contract for whatsoever cause shall not effect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing by the other.
27. **NOTICES** Notices shall be deemed to be served when delivered or posted to the last known address of the party to be served.
28. **GOVERNING LAW AND JURISDICTION** This contract shall be governed by and construed in accordance with the laws of England and all disputes arising in connection with the contract shall be submitted to the non-exclusive jurisdiction of the English courts.
29. **HEADINGS** The headings shall not effect the meaning or interpretation of this contract.
30. **SEVERANCE** If and insofar as any part or provision of this contract is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of this contract and the remaining provisions of this contract shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefore lawful and enforceable provision which so far as possible results in the same economic effects.
31. **ENTIRE AGREEMENT** The making, execution and delivery of this contract have been induced by no representations, statements, warranties or agreements other than those herein expressed. Unless expressly agreed otherwise in writing between the Printer and the Customer this contract embodies the entire agreement of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This contract shall not be modified, amended or varied except in writing signed by duly authorised representatives or the parties. 31.2 Nothing in this clause shall limit or exclude any liability for fraud.
32. **WAIVER** No failure or delay on the part of either party hereto to exercise any right or remedy under this contract shall be construed or operated as a waiver thereof nor shall any party's exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.
33. **MEDIATION**
 1. If any dispute out of the Agreement the parties will attempt to settle it by negotiation. A party may not commence mediation proceedings until 21 days after it has made a written offer to the party to negotiate a settlement to the dispute.
 2. If the parties are unable to settle any dispute by negotiation within 21 days of the written offer to negotiate has passed, the parties will attempt to



settle it by mediation in accordance with the Centre for Effective Dispute resolution's Model Mediation Procedure and Agreement.

3. To initiate mediation a party must give notice in writing to the other party to the dispute requesting mediation and a copy of the request must also be sent to CEDR.
 4. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
 5. No party may commence any court proceedings/arbitration in relation to any dispute arising out of the Agreement until they have attempted to settle it by mediation and that mediation has been terminated.
 6. The law of the arbitration or mediation is English Law and all costs will be shared equally between the parties.
34. THIRD PARTY RIGHTS A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

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