

PARK HOME SEARCH STANDARD TERMS AND CONDITIONS

THIS AGREEMENT is made on the [Date]

BETWEEN:

- (1) **ASSIST INSURANCE SERVICES LIMITED TRADING AS "PARK HOME SEARCH"** (Company Number 5486663), whose registered office is at Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ (~~the Park Home Search~~); and
- (2) **Company Name**
Company Registration Number
 whose registered office is at **[Address]**

 (~~The Park Operator, Park Owner, Park Home Manufacturer~~).

BACKGROUND:

- (A) Park Home Search provides a Park Home Buyers intermediary promoting Residential Park Homes and Plots and Holiday Lodges and Plots as well as providing leads to Park Owners, Park Operators and Park Home Manufacturers leads for clients looking to acquire Park Homes or Holiday Lodges in the areas of specific interest through its website.
- (B) The Park Operator, Park Owner, Park Home Manufacturer wishes promote and advertise Park Homes, Holiday Lodges and available plots on the Park Home Search website as well as to provide information and property details to Users who request Park Home Property Details or Assistance in finding a suitable Park Home or Lodge through Park Home Search's Website and has agreed to place a website link (Park Home Insurance) linking to www.parkhomeassist.co.uk.

Please complete the Terms and Conditions and return to:

Park Home Assist, Royal House, Queenswood, Newport Pagnell Road West, Northampton NN4 7JJ

OPERATIVE TERMS:

TABLE A	
Commencement Date	[Date]
Service Being Provided by Park Home Search:	<input type="checkbox"/> Residential Park Home Advertising <input type="checkbox"/> Residential Park Home Plots Advertising <input type="checkbox"/> Leisure Lodges Advertising <input type="checkbox"/> Leisure Lodge Plots Advertising <input type="checkbox"/> Open Day and Open Weekends Advertising <input type="checkbox"/> Receive Leads for all of the above
Cost Of Service	FREE Subject to: <input type="checkbox"/> I/We will provide a website link from our website promoting <u>Park Home Insurance</u> to <u>www.parkhomeassist.co.uk</u> <input type="checkbox"/> I/We require additional content for a dedicated page on our website regarding Park Home Assist [Park Home Insurance] [Holiday Lodge Insurance] linking to <u>www.parkhomeassist.co.uk</u> <input type="checkbox"/> I/We require [Park Home Insurance] [Holiday Lodge Insurance] point of sale material and dispensers.
Initial Term	12 months from the Commencement Date
Park Operators/Manufacturers website address(s)	

<p>Signed by: [Name] for and on behalf of Assist Insurance Services Ltd</p> <p>.....</p>	<p>Signed by: [Name] for and on behalf of [Park Operator Name] [Manufacturer Name]</p> <p>.....</p>
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Definitions

- 1.1 In this Agreement unless the context otherwise requires the following words or expressions have the following meanings:
- 1.1.1 **%Affiliate+** means any subsidiary, parent company or member of the same group of companies;
- 1.1.2 **%Agreement+** means these terms and conditions and Table A;
- 1.1.3 **%Park Operator's/Park Home manufacturer's Websites+** has the meaning set out in Table A;
- 1.1.4 **%Commencement Date%** has the meaning set out in Table A;
- 1.1.5 **%Confidential Information+** means any commercial, technical, financial and other information whether written, oral, visual, recorded, graphical, electronic or otherwise, of either party including but not limited to information relating to software, data and hardware, pricing, business procedures, know-how and trade secrets whether such content and information is disclosed or supplied by either party or their directors, employees, representatives, officers, agents or advisors to the other (whether before or after the date of this Agreement) and whether or not marked as **%Confidential+**;
- 1.1.6 **%Data Protection Legislation+** means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2000/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation 2016/679 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner's Office (in each case as may be amended, replaced or updated from time to time);
- 1.1.7 **%Initial Term+** has the meaning set out in Table A;
- 1.1.8 **%Intellectual Property Rights+** means copyright and all other intellectual property rights including, without limitation, all rights (whether registered or unregistered) in inventions, patents, database rights, design rights, trademarks, trade names, service marks, trade secrets, know-how and domain names, in each case including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

- 1.1.9 **%Product+** means any Park Home, Lodge or Plot for sale by the Park Owner/Operator/Manufacturer, including but not limited to any of the Park Owner/Operator/Manufacturer properties;
- 1.1.10 **"Product"** means a Park Home, Holiday Lodge and/or Plot;
- 1.1.11 **"Property Enquiry Form"** means the form on the Park Home Search Website that may be used by Users to submit a Property Enquiry Requests;
- 1.1.12 **%Property Details+** means a request for property details or assistance to find a property within the clients preferred area(s) and areas operated by the Park Owner/Operator/Manufacturer;
- 1.1.13 **%Park Home Search Website+** means the website(s) known as ~~%Park Home Search+~~ operated by Park Home Search (or such replacement website as Park Home Search may from time to time notify to the Broker) or any third-party website operated by Park Home Search to enable property requests for Park Homes and Holiday Lodge requests;
- 1.1.14 **%Property Details+** means a request by a User to the Park Owner/Operator/Manufacturer for Property details of properties marketed for sale or registration details for clients interested in the areas made by the User submitting details through a Property Request Form or Need To help To Buy Registration Form and giving as a minimum his/her name and at least an email address.
- 1.1.15 **%Services+** means the services provided by Park Home Search to the Park Owner/Operator/Manufacturer under this Agreement;
- 1.1.16 **%Trade Marks+** means the trademarks of the Park Owner/Operator/Manufacturer, including but not limited to the name of the Park Owner/Operator/Manufacturer and any logo used by the Broker;
- 1.1.17 **%User+** means any person using the Park Home Search Website;
- 1.1.18 **%Working Day+** means 9am to 5.30pm Monday to Friday (except for Bank and Public Holidays in United Kingdom).

1.2 In this Agreement words in the singular will include the plural and vice versa; words referring to persons will include bodies corporate and unincorporated associations of persons and vice versa; and headings are included for ease of reference and are not to affect the interpretation of any provision. References to **%including** and **%include(s)+** shall be deemed to mean respectively **%including without limitation"** and **%include(s) without limitation"**.

2 The Services

- 2.1 From the Commencement Date, and for the duration of the Agreement, Park Home Search agrees that, will make available the facility to advertise Park Homes, Park Home Plots, Holiday Lodges, Holiday Lodge Plots, Open Days/Weekends on the Park Home Search website and will send through any lead resulting in a client's interest in the listed property(s).
- 2.2 From the Commencement Date, the Park Owner/Operator/Manufacturer shall provide a website link from their main website promoting Park Home Insurance directly to www.parkhomeassist.co.uk
- 2.3 During the Initial Term, the Park Owner/Operator/Manufacturer may request the suspension of service. Upon receipt of this request, Park Home Search will use reasonable endeavours to complete the request made by the Park Owner/Operator/Manufacturer within 5 Working Days.
- 2.4 Notwithstanding the terms and conditions set out in this Agreement, Park Home Search reserves the right not to commence the Services detailed within it until it has completed appropriate due diligence checks, to its satisfaction, on the Park Owner/Operator/Manufacturer.

3 Payment

- 3.1 The service is free but subject to:
- 3.1.1 Park Owner/Operator/Manufacturer provides a quality website link from the Park Owner/Operator/Manufacturer website(s) promoting park home insurance to www.parkhomeassist.co.uk by using the words park home insurance
- 3.2 Following each calendar month, Park Home Search will ensure that the website link remains in place, otherwise access to the Park Home Search system and the promotion of homes plots etc will be removed, until such time that the link is reinstated.

4 Warranties

- 4.1 The Park Owner/Operator/Manufacturer warrants to Park Home Search that for the duration of this Agreement:
- 4.1.1 the Park Owner/Operator/Manufacturer owns (or is entitled to allow Park Home Search to use in accordance with this Agreement) all Intellectual Property Rights in any Trade Marks provided to Park Home Search under this Agreement, and that any use of such Intellectual Property Rights by Park Home Search (including its display thereof on the Park Home Search Website) shall not infringe the Intellectual Property Rights and common law or statutory rights of any third party;
- 4.1.2 the Park Owner/Operator/Manufacturer will not make any misleading statements in relation to the property(s) listed on the Park Home Search website;
- 4.1.3 will indemnify Park Home Search regarding any breach or misleading statement made regarding a property, plot listed by them on the Park Home Search website;

- 4.1.4 it complies with any registration requirements from the Information Commissioner's Office;
- 4.1.5 it will handle any complaint it receives about the Park Owner/Operator/Manufacturer in accordance with relevant legislation and regulatory rules;
- 4.2 Park Home Search warrants to the Park Owner/Operator/Manufacturer that:
 - 4.2.1 Park Home Search will perform its obligations under this Agreement with reasonable skill and care;
 - 4.2.2 Assist Insurance Services Ltd is authorised by the Financial Conduct Authority under the authorisation number 435530.
- 4.3 The Park Owner/Operator/Manufacturer acknowledges that owing to the nature of the internet Park Home Search cannot guarantee to provide and maintain accessibility and operation of the Services continuously and without interruptions and faults and that Park Home Search may also temporarily suspend availability of the Services to upgrade, repair or maintain any aspect of the Park Home Search Website or Services or the technological infrastructure associated with the Services.
- 4.4 Except as expressly set out in this Agreement, all warranties, undertakings, conditions and terms, express or implied, whether by common law, statute, custom, trade usage, course of dealings or otherwise (including without limitation in relation to quality, fitness for purpose, performance) in respect of the Services are excluded to the fullest extent permitted by law. In particular, Park Home Search gives no warranty or guarantee that any data or other information provided to the Park Owner/Operator/Manufacturer under this Agreement (including but not limited to any data provided by Users) is complete or accurate, and excludes all responsibility for verifying the accuracy and completeness of any information provided by a User as part of (or in relation to) a property request, or for verifying whether an enquiry accurately reflects such information (and for the avoidance of doubt, the Park Owner/Operator/Manufacturer undertakes to carry out such verification). The Park Owner/Operator/Manufacturer acknowledges that any User Data passed to the Park Owner/Operator/Manufacturer by Park Home Search is derived from the User and unverified and unchecked by Park Home Search and any use by the Park Owner/Operator/Manufacturer of any such data is at the Park Owner/Operator/Manufacturer own risk. The Park Owner/Operator/Manufacturer acknowledges and accepts that there will be no right to compensation nor return of any incurred expenses where it transpires that any User Data sent as part of a property Request is inaccurate.

5 Intellectual property

- 5.1 For the duration of this Agreement the Park Owner/Operator/Manufacturer grants Park Home Search a non-exclusive, royalty-free licence to use and reproduce the Trade Marks as part of the Service and for the purpose of notifying Users that information relating to the Products is available via the Service and promoting the Service generally.

5.2 Neither party shall use any name or trademark belonging to the other in any way which may damage the goodwill of the other party. The parties agree that any reputation in any trademark owned or claimed to be owned by the other which is applied to or used in relation to the Service shall accrue to the sole benefit of the other.

5.3 Use by either party of the other's Intellectual Property Rights in accordance with this clause 5 shall be subject to compliance with any marketing guidelines issued to the other from time to time by the party whose Intellectual Property Rights are being so used.

6 Confidential information

6.1 Subject to clause 6.2, neither party shall at any time after the date of this Agreement:

6.1.1 divulge or communicate to any person, company, business entity or other organisation;

6.1.2 use for its own purposes or for any purposes other than those of the other party; or

6.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of,

any trade secrets or Confidential Information relating to the other party, provided that these restrictions shall cease to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other party and that neither party shall be restricted from disclosing the Confidential information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.

6.2 Without prejudice to any other rights or remedies that either party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach by it of the provisions of this clause, and that accordingly the other party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this clause.

6.3 Park Home Search may disclose Confidential Information received from the Park Owner/Operator/Manufacturer to Park Home Search's sub-contractors/sub-processors to the extent required in order for Park Home Search to provide the Services and provided always that Park Home Search ensures that any such sub-contractors/sub-processors are bound by confidentiality obligations no less onerous than those set out in this clause 6.

6.4 The Park Owner/Operator/Manufacturer will not:

6.4.1 make or authorise any public or private announcement or communication concerning this Agreement; or

6.4.2 refer to or in any way use any business name, logo of Park Home Search or Park Home Search trade mark in any promotional or other communication;

6.5 Where applicable and subject to clause 7.5.3, the Park Owner/Operator/Manufacturer authorises Park Home Search to pass Property Requests and User Data (as defined in clause 7) to its sub-contractor/sub-processor, the identity of which will be notified to Park Home Search by the Park Owner/Operator/Manufacturer, for the purposes of assisting the Park Owner/Operator/Manufacturer in the provision of Property Enquiries to the Users. The Park Owner/Operator/Manufacturer confirms and warrants that the sub-contractor/sub-processor is bound by terms of confidentiality no less onerous than those set out under this clause 6 in respect to their use of the Property Requests, User Data and any other Confidential Information relating to Park Home Search and the Park Owner/Operator/Manufacturer agrees to indemnify Park Home Search for any loss it may incur in respect to the breach by its sub-contractor/sub-processor of those said terms.

7 **Data protection**

7.1 Each party shall, in relation to the User Data, comply with all requirements of the Data Protection Legislation as may apply to such party.

7.2 Park Home Search shall, in the provision of the Services provide the Park Owner/Operator/Manufacturer with data relating to Users, some of which may include “**personal data**+ and “**sensitive personal data**” as such terms are defined by the Data Protection Legislation (any such data, “**User Data**+).

7.3 The parties acknowledge that they shall each be regarded as a Data Controller (as defined in the Data Protection Legislation) in relation to their use of User Data in accordance with this Agreement.

7.4 The User Data to be transferred to the Park Owner/Operator/Manufacturer, subject to the terms of this Agreement, will be in accordance with the data fields (which have been completed by the User) set out at the relevant Property Enquiry Form.

7.5 The Park Owner/Operator/Manufacturer shall:

7.5.1 ensure that it maintains appropriate technical and organisational measures in respect of the User Data in order to prevent unauthorised or unlawful processing of such User Data and to protect against accidental loss or destruction of, or damage to the User Data including having appropriate IT security in place to protect the User Data in transfer, processing and in storage;

7.5.2 take all reasonable steps to ensure the reliability of its employees, agents and subcontractors who may have access to such User Data and ensure such individuals have been informed of the confidential nature of the User Data and comply with the obligations set out in this Clause 7;

- 7.5.3 not without Park Home Search's prior consent (not to be unreasonably withheld or delayed) appoint any third party to act as a data processor for the Park Owner/Operator/Manufacturer in respect to its activities under this Agreement;
 - 7.5.4 only use the User Data for the sole purpose of providing property details as requested and for no other purpose whatsoever (including any sales or marketing activity prior to a Sale) other than as provided for in this Agreement;
 - 7.5.5 immediately cease processing and/or securely destroy any User Data upon receiving a request from Park Home Search or any User to do so;
 - 7.5.6 forthwith notify Park Home Search if it receives any notifications, requests or complaints from any User in connection with its handling of the User Data;
 - 7.5.7 immediately comply with any reasonable instructions given to the Park Owner/Operator/Manufacturer by Park Home Search relating to the User Data, including assisting Park Home Search with any subject access requests from Users, compliance with any Data Protection Legislation and updating and/or deleting any User Data;
 - 7.5.8 forthwith, notify Park Home Search if it discovers or suspects a breach of any of its obligations under this clause, including any breaches of data security, data loss or data corruption;
 - 7.5.9 not otherwise modify, amend, remove or alter the contents of the User Data or disclose or permit the disclosure of any of the User Data to any third party without the prior written authorisation of Park Home Search or consent from the User;
 - 7.5.10 maintain up to date records of its processing activities performed on the User Data which shall include the categories of processing activities performed, information on cross border data transfers;
 - 7.5.11 not transfer User Data to a country or territory outside the European Economic Area except with the prior written consent of Park Home Search; and
 - 7.5.12 retain the User Data in accordance with Data Protection Legislation requirements.
- 7.6 The Park Owner/Operator/Manufacturer acknowledges that Park Home Search reserves the right to use the User Data in accordance with the terms and conditions and privacy policy set out on the Park Home Search Website.
- 7.7 The Park Owner/Operator/Manufacturer agrees and acknowledges that it may only contact a User:
- 7.7.1 from whom it has received a Property Request;
 - 7.7.2 by telephone and/or email and/or SMS text (where indicated by Park Home Search that it has the right to do so (which shall be dependent upon the User's choice of communication medium) or where the User has directly given the Park

Owner/Operator/Manufacturer clear consent to be contacted by the Park Owner/Operator/Manufacturer via a different communication medium);

7.7.3 as expressly permitted under the terms of this Agreement; and

7.7.4 for the purpose of:

- (i) providing Property Details for the property(s) referred to in the Property Request;
- (ii) subsequently optimising the prospects of a sale in relation to that Property; and
- (iii) agreeing the sale of that Property

and for no other purpose whatsoever, including any other sales or marketing activity. For the avoidance of doubt, any breach of this clause 7.7.5 by the Park Owner/Operator/Manufacturer will be deemed to be a material breach of this Agreement.

7.8 The Park Owner/Operator/Manufacturer shall indemnify Park Home Search and keep Park Home Search indemnified against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a full indemnity basis) losses and damages arising from or incurred by reason of any breach by the Park Owner/Operator/Manufacturer of its obligations or warranties under this clause 7.

7.9 Where applicable and subject to clause 7.5.3, the Park Owner/Operator/Manufacturer confirms and warrants that its sub-contractor/sub-processor (as referred to in clauses 4.1.11, 6.5 and 7.5.3) is bound by terms of data protection no less onerous than those set out under this clause 7 (and as prescribed by the Data Protection Legislation) in respect to its use of the Property Requests and the User Data and the Park Owner/Operator/Manufacturer agrees to indemnify Park Home Search for any loss it may incur in respect to the breach by its sub-contractor/sub-processor of those said terms and/or the Data Protection Legislation.

8 Indemnities and limit of liability

8.1 The Park Owner/Operator/Manufacturer shall indemnify Park Home Search against losses, costs, charges, damages and expenses incurred by Park Home Search as a result of any claim that:

8.1.1 the Property Request or other data provided to the Park Owner/Operator/Manufacturer is in breach of the law or any regulation of a relevant authority;

8.1.2 any Property on which information is available through Park Home Search are non-compliant with relevant statutory or other regulations;

8.1.3 the breach by the Park Owner/Operator/Manufacturer of any of its obligations under this Agreement; and/or

8.1.4 any express or implied warranties, representations, confirmations or acknowledgements which are given by the Park Owner/Operator/Manufacturer and prove to be untrue or are otherwise breached by the Park Owner/Operator/Manufacturer

provided that Park Home Search:

8.1.5 promptly notifies the Park Owner/Operator/Manufacturer in writing of any such claim of which it has notice;

8.1.6 does not make any admission of liability or agree to any settlement of or compromise of any such claim without the prior written consent of the Park Owner/Operator/Manufacturer, which may not be unreasonably withheld or delayed; and

8.1.7 will allow the Park Owner/Operator/Manufacturer to have the conduct and/or settle all negotiations and litigation arising from such a claim.

8.2 Subject to the provisions of clause 8.4, in no circumstances shall either party be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of loss of profits, revenue, goodwill, business opportunity, loss of or cost of restoration of data or any other indirect, consequential, financial or economic loss or damage costs or expenses whatsoever or howsoever arising out of or in connection with this agreement or the use of the service.

8.3 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to this Agreement.

9 Term and termination

9.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with this clause 9, continue for the Initial Term and thereafter until terminated in accordance with clauses 9.2, 9.3 and 9.4 below.

9.2 The Park Owner/Operator/Manufacturer may terminate this Agreement by giving at least one month's notice to Park Home Search to expire at or any time after the end of the Initial Term.

9.3 Park Home Search may terminate this Agreement at any point throughout its term:

9.3.1 by giving at least two weeks notice to the Park Owner/Operator/Manufacturer to expire at any time; or

9.3.2 forthwith by written notice where in its sole discretion the provision of the Services is commercially unviable.

9.4 Either party may terminate this Agreement immediately on notice to the other party if:

- 9.4.1 the other commits a material or persistent breach of any term of this Agreement that (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written request to remedy the same;
- 9.4.2 an interim order is made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party or if a receiver or trustee is appointed of the other party's estate or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or undertaking or a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order;
- 9.4.3 the Services are deemed to be unlawful or the Data Protection Legislation.
- 9.5 On termination of this Agreement, by whatever means,
- 9.5.1 Park Home Search shall remove from the Park Home Search Website any material relating to the Park Owner/Operator/Manufacturer or the properties that had been provided by the Park Owner/Operator/Manufacturer;
- 9.5.2 the licences contained in clause 5 will immediately terminate; and
- 9.5.3 each party shall, at the other party's discretion, either return or securely destroy all material that contains Confidential Information of the other party, contains Personal Data from the other party or is subject to the other party's Intellectual Property Rights (and will certify in writing that this has been done).
- 9.6 Any termination of this Agreement shall not affect the accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuation in force on or after such termination of any provision which is expressly or by implication intended to come into or continue in force on or after termination. The provisions of clauses 3.5, 3.7, 3.8, 6, 8, 9, 10.9 - 10.11 shall survive termination and continue to have effect after the termination date.
- 9.7 In order to protect the Confidential Information and business connections of Park Home Search the Park Owner/Operator/Manufacturer covenants with Park Home Search that it shall not either during the term of this Agreement or for a period of 6 months after Termination of this Agreement offer to employ or engage or otherwise endeavour to entice away from Park Home Search any employee of Park Home Search that the Park Owner/Operator/Manufacturer dealt with under the arrangements of this Agreement.
- 9.8 Park Home Search shall be entitled, at its discretion, to suspend performance of its obligations under this Agreement; to include suspension of the provision of Services in the following circumstances:

- 9.8.1 if the Park Owner/Operator/Manufacturer is unable to carry out its activities under this Agreement or is not fully functional and such lack of functionality could affect the ability of a User to receive property details. Suspension shall be from the date upon which Park Home Search becomes aware of the issues with the Park Owner/Operator/Manufacturer until the Park Owner/Operator/Manufacturer informs Park Home Search that full functionality of the Park Owner/Operator/Manufacturer has been restored and this has been tested or verified by Park Home Search; or
 - 9.8.2 if there is a change to the Park Owner/Operator/Manufacturer activity, which Park Home Search deems to be detrimental to Park Home Search's reputation. Suspension shall be from the date upon which Park Home Search becomes aware of the change until a resolution is agreed between the Parties; or
 - 9.8.3 pending remedy of a breach of this Agreement by the Park Owner/Operator/Manufacturer; or
 - 9.8.4 if the Park Owner/Operator/Manufacturer is in breach of clause 7; or
 - 9.8.5 in any circumstance where it is entitled to terminate this Agreement, in which case, such suspension may, at Park Home Search's option, be followed by termination of this Agreement.
- 9.9 Suspension pursuant to Clause 9.8 shall not affect any accrued rights or remedies of Park Home Search under this Agreement, nor shall it act as a waiver of any clause of this Agreement.

10 General

- 10.1 Neither party shall be liable to the other for any delay in nor for failure to perform its obligations under this Agreement if that failure is caused by circumstances beyond the reasonable control of the affected party including, without limitation, any act of God, failure or shortage of power supplies, flood, drought, lightening or fire, strike, lockout or labour dispute, the act or omission of government, events of force majeure affecting service providers, war or military operations, or compliance with any court order.
- 10.2 The Park Owner/Operator/Manufacturer shall not assign or otherwise transfer its rights and/or obligations under this Agreement without Park Home Search's prior written consent, which consent will not be unreasonably withheld or delayed.
- 10.3 No variation of this Agreement will be valid unless recorded in writing and signed by an authorised signatory for each of the parties.
- 10.4 Park Home Search is an independent contractor and neither Park Home Search, nor its employees, subcontractors or consultants shall be deemed employees of the Park Owner/Operator/Manufacturer and nothing in this Agreement shall constitute or imply any partnership, joint venture, agency or fiduciary relationship between the parties.

- 10.5 Any waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or any other provision.
- 10.6 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. The Park Owner/Operator/Manufacturer confirms and acknowledges that it has not been induced to enter into this Agreement by any representation, warranty, or undertaking not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 10.7 All notices that are required to be given under this Agreement will be in writing and may be delivered personally or by first class pre-paid letter, or facsimile transmission or email to the address, email address or number of the relevant party given above or such other address, email address or number as is notified in accordance with this clause from time to time. Any notice will be deemed to have been served: if by hand, when delivered; if by first class post, forty-eight hours after posting; and if by facsimile or email, when dispatched.
- 10.8 The parties agree that they do not intend any term of this Agreement to be enforceable by anyone who is not a party to this Agreement. A party who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement.
- 10.9 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which will be an original but all of which together will constitute one and the same instrument. The Agreement is not effective until each party has executed at least one counterpart.
- 10.10 If a court or other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.11 This Agreement will be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.