

SPCE Sponsored Advertising Terms and Conditions

Definitions

In these SPCE Sponsored Advertising Terms and Conditions, the following definitions shall apply:

"Agent" means an estate agent, lettings agent and/or commercial property agent (irrespective of whether it is operating from a physical branch or online);

"Backend Systems" means any system made available by SPCE to the SPCE Landlord to facilitate the supply of Content to the Platform(s);

"Content" means any content and materials (including property details and any intellectual property rights) made available by, on behalf or on the instruction of, the SPCE Landlord to SPCE or any Group Company on the Platform(s);

"Contract" or **"Agreement"** means a contract for Services between SPCE and the SPCE Landlord governed by these SPCE Sponsored Advertising Terms and Conditions and the Platform Agreement ;

"Tenancy Contract" means a contract by which the SPCE Landlord, grants exclusive possession of that real property to another person (tenant), in exchange for the tenant's periodic payment of some sum of money (rent).

"Controller" is defined in the Data Protection Legislation;

"Data Protection Legislation" means the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and the Privacy and Electronic Communications Regulations 2003, and (in each case) any successor legislation enacted in the United Kingdom;

"Data Subject" is defined in the Data Protection Legislation;

"Data Subject Rights" means the rights of Data Subjects set out in Chapter III of the GDPR;

"Developer" means an institutional landlord and/or agency which acts on behalf of a property developer, housing associations, companies and any other agency, company and property developer which deals with the marketing of properties (except for Agents);

"Development" means a newly built property, or a converted building where there has been a change of use from something other than residential usage;

"Fees" means the amounts due to SPCE (or any Group Companies) by the SPCE Landlord under the Contract and set out or calculated in accordance with the Platform Agreement (as varied from time to time in accordance with clause 4.9);

"Force Majeure Event" means an event beyond the reasonable control of the party affected by it;

"Group" means SPCE and any holding company or companies and any subsidiary undertaking(s) of SPCE from time to time and **"Group Company"** means any one of them;

"Initial Term" means an initial term of the Contract, if any, as set out in the Platform Agreement (as extended from time to time in accordance with clause 7.7) or agreed by the parties in writing;

"Lead" means either an email or telephone call received by the SPCE Landlord from any person who has contacted the SPCE Landlord using the viewing, booking or contact form or contact details supplied on the Platform(s);

"Logo" means the SPCE logo or any other logo as SPCE or any Group Company may from time to time provide to the SPCE Landlord;

"Marketing Materials" means the marketing materials provided to the SPCE Landlord by SPCE or any Group Company for the purpose of promoting the Services;

"Minimum Term" any minimum order period or term (other than the Initial Term) for Services as set out in a Services Amendment Request;

"Platform Agreement " means the Platform Agreement agreed between SPCE and the SPCE Landlord;

"Personal Data" is defined by the Data Protection Legislation;

"Photograph Content" means any Content in a photograph format;

"Photograph Content Criteria" means the Photograph Content criteria notified to the SPCE Landlord from time to time;

"Platform(s)" means the website located at www.liveinspce.com, the app known as "SPCE" and any other website whose domain is owned or controlled or powered by SPCE or any Group Company as SPCE may determine and via which Services are provided;

"Processor" is defined in the Data Protection Legislation;

"Relevant Requirements" means all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010;

"Services" means the services to be provided by SPCE (or its Group Companies) as set out in the Platform Agreement and which may include any, or a combination, of the following:

- a process facilitating the upload by the SPCE Landlord of property details (including images) to the Platform(s);
- displaying the SPCE Landlord's properties on the Platform(s);
- providing the SPCE Landlord with a listing on the Platform(s);
- providing Leads to the SPCE Landlord;
- providing advertising services to the SPCE Landlord;
- providing reports and access to reporting tools to the SPCE Landlord; and
- any other services provided by SPCE (or its Group Companies) from time to time.

"Services Amendment Request" means a Services Amendment Request, additional products Platform Agreement or purchase Platform Agreement or any other form provided by SPCE and signed by the SPCE Landlord indicating an amendment or addition to the type or level of Services set out in the Platform Agreement ;

"SPCE" or "the Company" means SPCE Ltd, a company incorporated in England and Wales with company number 10341227 and whose registered office is Aviation House, 125 Kingsway, London WC2B 6NH, UK;

"SPCE Landlord" means the Agent or the Developer;

"Start/Commencement Date" means a start date for the Contract as may be specified in the Platform Agreement;

"Video Content" means any audio-visual multimedia Content in a video format;

"Video Content Criteria" means the Video Content criteria notified to the SPCE Landlord from time to time;

"Working Day" means any day other than Saturday and Sunday and public holiday in England on which the banks in London are open for normal business; and

"Working Hours" means 9:00am to 5:30pm on a Working Day.

1. Contract between SPCE and the SPCE Landlord

1.1. No Contract shall subsist until:

- 1.1.1. unless waived by SPCE, an Platform Agreement completed and signed by the SPCE Landlord is received by SPCE (or a Group Company); and
- 1.1.2. the later of the Start Date (if any) and SPCE (or any Group Company) commencing provision of Services (whether by facilitating display of Content on the Platform(s) or otherwise), whereupon SPCE and the SPCE Landlord shall be deemed to have entered into a legally binding Contract.

1.2. The Contract shall be between SPCE and the SPCE Landlord and shall comprise the Platform Agreement and these SPCE Sponsored Advertising Terms and Conditions which, together, shall constitute the entire agreement between the parties to the exclusion of all previous terms and conditions (whether between the SPCE Landlord and SPCE or the SPCE Landlord and another Group Company) and all other terms and conditions (including any which the SPCE Landlord purports to apply under any purchase order, confirmation of order or other document). Each party acknowledges that, in entering into the Contract, it does not rely on anything that is not set out in the Platform Agreement and these SPCE Sponsored Advertising Terms and Conditions.

1.3. In the event of any conflict between these SPCE Sponsored Advertising Terms and Conditions and the Platform Agreement, these SPCE Sponsored Advertising Terms and Conditions shall prevail.

1.4. From time to time, SPCE may amend these SPCE Sponsored Advertising Terms and Conditions and reserves the right to do so in its absolute discretion, acting reasonably, at any time without prior notice to the SPCE Landlord. Any changes will be posted on the Platform(s) and become effective at the time of posting.

1.5. SPCE reserves the right to reject any Platform Agreement and/or refuse to enter into a Contract or provide any Services to a third party at its absolute discretion, including where it believes:

- 1.5.1. that party is not providing the services of an Agent or Developer (as determined by SPCE's advertising criteria); or
- 1.5.2. that the quality of its Content is not or will not be of a professional standard commensurate with that of its SPCE Landlords generally.

2. Services

2.1. Subject to these SPCE Sponsored Advertising Terms and Conditions, SPCE (or any Group Company as SPCE may determine) will provide the SPCE Landlord with the Services in accordance with the Platform Agreement.

2.2. SPCE may vary the Services from time to time with or without notice to the SPCE Landlord.

3. Content and Obligations

3.1. The SPCE Landlord warrants and represents that:

- 3.1.1. it is an Agent or Developer and that it does not act as a consumer in relation to the Contract;
- 3.1.2. any individual who has signed and/or otherwise agreed to these SPCE Sponsored Advertising Terms and Conditions (as updated from time to time) on its behalf has the requisite corporate authority to contract on behalf of that SPCE Landlord;
- 3.1.3. Content will comply with all applicable laws, regulations and codes of practice in the United Kingdom, will not be defamatory or infringe any copyright, trade mark or other intellectual property rights or rights of any third party whatsoever and will not contain any Personal Data;

- 3.1.4. any Video Content will:
- 3.1.4.1. be of a good quality in SPCE's reasonable opinion and comply with the Video Content Criteria;
 - 3.1.4.2. only contain images related to the relevant property;
 - 3.1.4.3. not contain telephone numbers or email addresses other than SPCE contact details;
 - 3.1.4.4. not contain any Personal Data;
 - 3.1.4.5. not contain any promotion of the SPCE Landlord, except for its own logo; and
 - 3.1.4.6. not contain any advertisements of any other products or services of the SPCE Landlord or any third parties, except for a 'powered by' logo of the production company.

For the avoidance of doubt, Video Content displayed on the SPCE Landlord's own profile page may contain promotion of other services that the SPCE Landlord provides;

- 3.1.5. any Photograph Content will:
- 3.1.5.1. be of a good quality in SPCE's reasonable opinion and comply with the Photograph Content Criteria;
 - 3.1.5.2. only contain the SPCE Landlord's profile photograph(s) or images related to the relevant property;
 - 3.1.5.3. not contain telephone numbers or email addresses other than SPCE contact details;
 - 3.1.5.4. not contain any Personal Data;
 - 3.1.5.5. not contain any promotion of the SPCE Landlord; and
 - 3.1.5.6. not contain any advertisements of any other products or services of the SPCE Landlord or any third parties;
- 3.1.6. it is responsible for the integrity of the Content which is in all respects true, complete and accurate to the best of the SPCE Landlord's knowledge and belief and the SPCE Landlord shall promptly update or correct Content on becoming aware of any errors or inaccuracies and shall provide such assistance as SPCE shall reasonably require to identify and remedy any unauthorised use of Content;
- 3.1.7. within no more than three Working Days of:
- 3.1.7.1. the property being tenanted; or
 - 3.1.7.2. the property being taken off the market,
- the SPCE Landlord will either alter the status of the property details in the upload provided to SPCE so that it may be displayed as "unavailable", "let" or "rented" as appropriate on the Platform(s) or will request the property be removed so that it is no longer displayed on the Platform(s). In the case that the SPCE Landlord rents to a Lead, the SPCE Landlord will inform SPCE with 14 day
- 3.1.8. it has the authority to market the properties in the Content;
- 3.1.9. it holds all necessary authorities, consents and licences necessary to use, display, reproduce, publish the Content and has authority to and grants SPCE (and its Group Companies) a licence of the Content on the terms set out in clause 3.2;
- 3.1.10. it has read and will abide by all notices posted on the Platform(s) from time to time that are relevant to the provision of the Services;
- 3.1.11. it shall not use SPCE's name, the name of any Group Company or any Logos, trade or services marks of SPCE or the Group in a defamatory or derogatory manner or in any way that might bring SPCE, the Group or its directors or employees into disrepute nor shall the SPCE Landlord misuse or deface (or allow to be misused or defaced) any Marketing Materials provided to it;
- 3.1.12. it will abide by any applicable industry code of conduct or guidelines issued by any relevant trade organisation and will abide by all applicable laws and regulations applying to or affecting SPCE Landlords including, but not limited to, Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Regulations 2008; and

- 3.1.13. it shall ensure that only its authorised persons have access to the Services and the Backend Systems and that where it provides Content via the Backend Systems it shall only do so in a format compatible with any technical specifications issued by SPCE from time to time. The member agrees to use this format to display details of the property only, as laid out, and not to use these areas to advertise ancillary company information.
- 3.2. The SPCE Landlord grants SPCE and the Group a non-exclusive, royalty free, perpetual licence to copy, reproduce, display, sell, publish, adapt and otherwise use the Content or data or other information derived therefrom for any purpose whatsoever (including entering into agreements with third parties for the provision of the Content or data derived therefrom). This licence shall survive termination of the Contract. The SPCE Landlord agrees that SPCE and any Group Company may, but shall not be required to, identify the SPCE Landlord as the source of the Content on the Platform(s) or in any other medium through which the Content or any derivative thereof is published or displayed.
- 3.3. SPCE:
 - 3.3.1. may in its absolute discretion, at any time and without notice to the SPCE Landlord, remove, cause to be removed or decline to display any Content on the Platform(s);
 - 3.3.2. may without prejudice to SPCE's right as set out in clause 3.3.1 above, require the Content to be amended at any time if SPCE considers or has reason to believe that the SPCE Landlord is in breach of the Contract or any applicable law or regulation or where it deems in its absolute discretion the Content to be of poor quality in terms of presentation, information provided or otherwise; and
 - 3.3.3. reserves the right to charge the SPCE Landlord for additional fees or in a manner it deems appropriate or on a per property basis if SPCE has reason to believe that Content uploaded by any of the SPCE Landlord's branch offices is in breach of clause 3.1.11 above.
- 3.4. The SPCE Landlord acknowledges and agrees that:
 - 3.4.1. it will continue to be bound by these SPCE Sponsored Advertising Terms and Conditions irrespective of whether:
 - 3.4.1.1. the individual who has signed and/or agreed to the SPCE Sponsored Advertising Terms and Conditions on its behalf subsequently ceases to be employed or otherwise engaged by the SPCE Landlord or subsequently ceases to be authorised to act on behalf of the SPCE Landlord; or
 - 3.4.1.2. the whole or substantially whole of the SPCE Landlord's assets are sold or transferred to a different legal entity;
 - 3.4.2. neither SPCE nor any Group Company shall be under any obligation to monitor or censor the Content that appears on the Platform(s) but SPCE reserves the right for itself (and the Group) to do so;
 - 3.4.3. neither SPCE nor any Group Company is responsible for any error or omissions in any Content;
 - 3.4.4. as part of the Services the SPCE Landlord may be provided with access to data including that derived from the content and data provided by SPCE Landlords and other third parties. SPCE takes reasonable care to ensure that such data is accurate and up to date but makes no representation or warranty about the accuracy or completeness of such data and the data is not intended to be, and must not be treated by a SPCE Landlord as, comprehensive but an aggregation of the content and data available to SPCE at the time of provision and available to the SPCE Landlord in accordance with its level of membership;
 - 3.4.5. technological failure may impede the provision of the Services or prevent access to all or any part of the Content displayed on the Platform(s) or to the Backend Systems. SPCE makes no representation or warranty that the Platform(s), the Services, the Content or the Backend Systems will be accessible or available at all times, or that the whole or any part of the Platform(s), Services, the Content or Backend Systems will be free from error and while SPCE will make reasonable endeavours to notify the SPCE Landlord in advance, it may suspend

temporarily or alter the operation of the Platform(s), Services or the Upload System without notice to the SPCE Landlord;

- 3.4.6. it is responsible for and will pay all telecommunications and internet access charges incurred by it when using the Platform(s);
- 3.4.7. transmission of data over the internet can be subject to delays and errors and can cause corruption of data for which neither SPCE nor any Group Company shall be responsible;
- 3.4.8. from time to time SPCE shall be entitled to increase the fees payable by the SPCE Landlord in the event that, following an assessment by SPCE, it is determined by SPCE that the number of properties displayed on the Platform on behalf of the SPCE Landlord has increased such that the number of properties exceeds the average for SPCE Landlords of a similar type. In assessing the number of properties and the applicable average for these purposes:
 - 3.4.8.1. an Agent's properties (and those of other Agents) shall be assessed on a per-branch basis (where relevant) and by reference to an appropriate geographical area; and
 - 3.4.8.2. a Developer's properties (and those of other Developers) shall be assessed on a per-Development basis;and in any event an assessment will be made by reference to any relevant guidelines issued by SPCE from time to time. Any increase in fees will be calculated on either a per-property or per-Development basis so as to fairly reflect the increase in the volume of the SPCE Landlord's displayed properties;
- 3.4.9. SPCE may limit the number of photographs that may be displayed by the SPCE Landlord to 20 images per property;
- 3.4.10. in providing the Services, and in order to provide information of other SPCE products and services, SPCE and the Group Companies may, unless otherwise agreed in writing by SPCE and the SPCE Landlord, contact the SPCE Landlord by electronic means, including e-mail and other electronic media and the SPCE Landlord shall maintain a valid working e-mail address for each of its branch offices and shall immediately notify the Company of any change of e-mail addresses;
- 3.4.11. it shall for the duration of the Contract, take reasonable steps to promote the Platform(s) to its customers and display any Marketing Materials provided by SPCE at its premises, provide a link on its website to the Platform(s) and include the Logo in its advertising materials. For the purpose of carrying out these obligations only, SPCE grants the SPCE Landlord a non-exclusive licence for the duration of the Contract to use, display and copy the Logo, SPCE name and any trade or services marks used by SPCE or the Group and copyright (or other intellectual property rights) contained in the Marketing Material; and
- 3.4.12. all intellectual property rights in the Services, technology supporting the Services (including the Upload System) and the Platform(s) vest in SPCE and/or its licensors/sub-contractors and that the SPCE Landlord has no rights in, or to, such intellectual property other than the right to use the same in accordance with the Contract.

Any third party, purporting to act as agent for or on behalf of a prospective SPCE Landlord, contracting with SPCE for the provision for Services warrants and represents that it has the full and valid authority of that prospective SPCE Landlord to bind it and to the extent that:

- 3.4.13. that third party exceeds its authority; and/or
 - 3.4.14. the prospective SPCE Landlord refuses to such pay any Fees or charges,
- that third party shall be liable, on an indemnity basis, for all Fees and any other charges due hereunder.
- 3.5. The SPCE Landlord shall not publish, disclose, reproduce or create any derivative works from any information obtained pursuant to the SPCE Landlord's use of the Services unless expressly agreed in writing by SPCE.
 - 3.6. The SPCE Landlord shall promptly notify SPCE if there is any increase or decrease in the number of branch offices operated by the SPCE Landlord.

- 3.7. The SPCE Landlord shall promptly notify SPCE in writing in the event:
- 3.7.1. there are no longer any properties left for rent in a Development; or
 - 3.7.2. it decides that a Development should no longer be listed for any reason; or
 - 3.7.3. it signs a Tenancy Contract originating from a Lead on the SPCE platform

4. Fees

£170 (or other fee as agreed in writing between SPCE and the SPCE Landlord) for every Lead which converts into and/or results in a signed Tenancy Contract with the SPCE Landlord, along with any other Fees (plus VAT and any other taxes or duties thereon) and/or charges due hereunder shall be paid by the SPCE Landlord in accordance with these SPCE Sponsored Advertising Terms and Conditions.

- 4.1. SPCE (or any Group Company as SPCE may determine) shall invoice the SPCE Landlord, monthly annually or quarterly in advance (as will be explicitly set out in the Platform Agreement) and the invoice shall become payable 14 calendar days after the invoice date. The SPCE Landlord shall pay the Fees to SPCE by direct debit (or by such other method as may be agreed in writing by SPCE) on the due date to such account as SPCE may from time to time advise and where payment is to be made by direct debit the SPCE Landlord hereby authorises SPCE (or a Group Company on its behalf) to collect the payment on the due date.
- 4.2. If the SPCE Landlord fails to pay any amount due to SPCE (or any Group Company) by the due date for payment, then:
- 4.2.1. SPCE on behalf of itself and the Group reserves the right to charge interest on any outstanding amounts at the rate of 4% per annum above Barclays Bank plc's base lending rate in force from time to time or such higher amount as may be permitted by statute from the due date until settlement of the outstanding sums or discharge of the debt; and
 - 4.2.2. without prejudice to any other right or remedy available to SPCE, SPCE shall be entitled to terminate the Contract or suspend provision of the Services (in accordance with clause 7.4 or 7.5 respectively), remove any reference or prevent access to the Content submitted to the Platform(s) without notice to the SPCE Landlord and until payment of all outstanding Fees is made in full.
- 4.3. SPCE reserves the right to charge the SPCE Landlord its reasonable administration costs in dealing with any failed payments and/or its costs in relation to pursuing outstanding amounts (including legal fees and expenses).
- 4.4. SPCE reserves the right to require the SPCE Landlord to pay a deposit before making the Services available to the SPCE Landlord. If a deposit is required, it shall be repaid by SPCE to the SPCE Landlord on termination of the Contract, subject to SPCE being permitted to offset any amounts due from the SPCE Landlord under the Contract against any such deposit repayment.
- 4.5. SPCE reserves the right to charge a monthly administration fee of £5 plus VAT on any account where payments are not made by direct debit.
- 4.6. SPCE reserves the right to charge SPCE Landlords an administration fee of £100 plus VAT per branch or branch equivalent (in the case of an Agent or Online Agent respectively) or £100 plus VAT per Development (in the case of a Developer) if having terminated one Contract with SPCE they wish to enter into another Contract with SPCE or the Group within 12 months of the termination.
- 4.7. SPCE works with Experian to guarantee the quality or quantity of Leads it provides to its SPCE Landlords . No refunds or credits will be given by SPCE for failure to provide a certain number of Leads.
- 4.8. SPCE reserves the right to vary its Fees and any structure of charges in place from time to time subject to providing 30 calendar days' written notice to the SPCE Landlord. Any Services provided after changes have taken effect will be subject to the relevant new Fees and/or new charging structure.

5. Liability

- 5.1. All warranties and representations (whether express or implied) provided by SPCE or any Group Company are, to the fullest extent permitted by law, excluded from the Contract.
- 5.2. Nothing in any Contract shall exclude or limit either party's liability for:

- 5.2.1. death or personal injury caused by that party's negligence;
 - 5.2.2. fraud or fraudulent misrepresentation; or
 - 5.2.3. any other liability which cannot be excluded or limited by law.
- 5.3. Subject to clause 5.2:
- 5.3.1. SPCE and the Group Companies shall only be liable for direct losses arising out of or in connection with the Contract; and
 - 5.3.2. SPCE and the Group Companies' total liability to the SPCE Landlord (whether in contract, tort or otherwise) arising out of or in connection with the Contract shall be limited to the aggregate amount of Fees (excluding VAT) paid by the SPCE Landlord in the three months immediately preceding the Month in which the SPCE Landlord incurred the loss resulting in liability of SPCE or the relevant Group Company. This liability may be further limited by the relevant Sponsored Advertising Terms and Conditions in respect of any claim relating to Services to which those Sponsored Advertising Terms and Conditions apply.
- 5.4. Neither SPCE nor any Group Company shall be liable for any liability caused by:
- 5.4.1. any breach of the Contract by the SPCE Landlord; or
 - 5.4.2. the SPCE Landlord using, altering or manipulating any data provided by SPCE or changing the manner in which such data are represented.
- 5.5. The SPCE Landlord shall indemnify SPCE (and the Group) against all losses and expenses incurred by them in relation to any third party claim arising from the Content or misuse by the SPCE Landlord of the Services, except to the extent that the foregoing results directly from the negligence of SPCE (or any Group Company).
- 5.6. The SPCE Landlord agrees that this clause 5 is fair and reasonable.

6. Confidentiality

A party shall disclose information not in the public domain relating to the other only if:

- 6.1. the person to whom the disclosure is made needs the information in order for the disclosing party to carry out its obligations under this Agreement; or
- 6.2. the law so requires.

7. Termination and effect of termination

- 7.1. Each Contract shall continue until terminated in accordance with these SPCE Sponsored Advertising Terms and Conditions.
- 7.2. Subject to clause 7.7, SPCE or the SPCE Landlord shall be entitled to terminate the Contract for convenience:
 - 7.2.1. where no Initial Term is specified in the Platform Agreement , on at least 90 calendar days' notice to the other party, such notice to expire at the end of a calendar month; and
 - 7.2.2. where an Initial Term is specified in the Platform Agreement , on at least 30 calendar days' notice, such notice to expire at the end of a calendar month after the end of the Initial Term.
- 7.3. If SPCE receives notification from a SPCE Landlord under clause 3.8, the SPCE Landlord may terminate the part of its Contract relating to the applicable Development (but no other part of its Contract) at the end of the calendar month in which SPCE receives the notification.
- 7.4. Either party may terminate the Contract immediately by giving notice to the other party if:
 - 7.4.1. the other party materially or persistently breaches the Contract (unless, in a case where the breach is capable of remedy, the other party remedies the breach within 14 calendar days after receiving notice to do so), including any failure by the SPCE Landlord to pay any amount due to SPCE on the due date for payment; or
 - 7.4.2. in the terminating party's reasonable opinion, the other party's financial position is such that the other party's capability adequately to fulfil its obligations under the Contract is in material jeopardy.
- 7.5. Without limiting their other rights, SPCE (or any Group Companies on its behalf) may immediately suspend the Services or access to or temporarily remove any Content from the Platform(s) (or cause

any of those things to occur) if the SPCE Landlord breaches the Contract and fails to rectify that breach immediately upon receipt of notice requiring rectification.

- 7.6. On termination of the Contract for whatever reason:
- 7.6.1. all Fees and any other sums due from the SPCE Landlord to SPCE (or any Group Companies) shall immediately become payable and the SPCE Landlord shall immediately pay SPCE such sums in full;
 - 7.6.2. the licences referred to in clause 3.1.9 shall immediately terminate;
 - 7.6.3. the SPCE Landlord shall immediately cease using the Services and permanently delete any access passwords for the Services or the Backend Systems; and
 - 7.6.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination shall not be affected; and
 - 7.6.5. any provision of the Contract which is expressed as surviving the Contract or which is required to survive the Contract to give effect to it shall survive termination.
- 7.7. Where the provision of Services ordered by a SPCE Landlord are subject to a Minimum Term, the SPCE Landlord may not serve notice to terminate the Contract until the expiry of such Minimum Term and where a SPCE Landlord's Initial Term expires before the expiry of such Minimum Term, the Initial Term shall be deemed extended until the expiry of the Minimum Term.

8. Force majeure

- 8.1. Neither party shall breach the Contract by reason of any delay or failure in performance resulting from anything beyond its reasonable control. However, if the delay or failure persists for one month or longer, the other party may terminate the Contract immediately by giving notice to the affected party.

9. Data Protection

- 9.1. If Leads passed to the SPCE Landlord by SPCE contain Personal Data (the "**Leads Personal Data**"), the SPCE Landlord acknowledges that it will be the Controller of the copy of the Leads Personal Data that it receives and shall comply with the Data Protection Legislation in relation to the Leads Personal Data.
- 9.2. The SPCE Landlord warrants and represents that, if it provides SPCE directly or indirectly with Personal Data relating to any individual it shall have obtained that individual's consent to (i) process, use and store that Personal Data for the purpose of providing of the Services and (ii) transmit that Personal Data to SPCE and other third parties (including those in countries outside the European Economic Area that do not maintain adequate data protection standards) to process, use and store for the purpose of providing of the Services.

10. Compliance with Relevant Requirements

- 10.1. The SPCE Landlord shall:
- 10.1.1. comply with the Relevant Requirements;
 - 10.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 10.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 10.1(b), and will enforce them where appropriate;
 - 10.1.4. promptly report to the SPCE any request or demand for any undue financial or other advantage of any kind received by the SPCE Landlord in connection with the performance of the Contract;
 - 10.1.5. immediately notify SPCE (in writing) if a foreign public official becomes an officer or employee of the SPCE Landlord and the SPCE Landlord warrants that it has no foreign public officials as officers or employees at the date of the Contract);

- 10.1.6. on SPCE's request, certify to SPCE in writing signed by an officer of the SPCE Landlord, compliance with this clause 10 by the SPCE Landlord. The SPCE Landlord shall provide such supporting evidence of compliance as SPCE may reasonably request.
- 10.2. Breach of this clause 10 shall be deemed a material breach.
- 10.3. For the purpose of this clause 10, the meaning of "**adequate procedures**" and "**foreign public official**" and whether a person is "**associated**" with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

11. General

- 11.1. Nothing in these SPCE Sponsored Advertising Terms and Conditions or is intended to establish an exclusive arrangement between the SPCE Landlord and SPCE (or any Group Companies) nor any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.2. The SPCE Landlord may not assign or otherwise create any interest in any of its rights and obligations under the Contract without the prior written consent of SPCE.
- 11.3. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.3 shall not affect the validity and enforceability of the rest of the Contract.
- 11.4. No failure or delay by SPCE or any Group Company provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy by SPCE or any Group Company shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.5. Any notice given to party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or by email to its nominated email address set out on the Platform Agreement . Any notice will be deemed to have been received (i) if delivered by hand, on signature of a delivery receipt, (ii) if sent by pre-paid first-class post or other next working day delivery service, on the second Working Days after posting or at the time recorded by the delivery service, or (iii) if sent by email, at the time of transmission. This clause 11.5 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.
- 11.6. Except for the Group Companies (who may enforce relevant provisions of the Contract), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.7. The construction, validity and performance of the Contract and all non-contractual obligations arising from or connected with the Contract shall be governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.