## **FORM AR27**

Trade Union and Labour Relations (Consolidation) Act 1992

### ANNUAL RETURN FOR AN EMPLOYERS' ASSOCIATION

Name of Employers' Association:	Improvement & Development Agency
Year ended:	31 March 2014
List No:	231E
Head or Main Office:	Local Government House Smith Square London
	SW1P 3LG
Website address (if available)	
Has the address changed during the	
year to which the return relates?	Yes X No (Tick as appropriate)
a X v	
General Secretary:	
Contact name for queries regarding	
the completion of this return:	Sharon Vincent
Telephone Number:	020 7664 3318
e-mail:	sharon.vincent@lga.gov.uk

PLEASE FOLLOW THE GUIDANCE NOTES IN THE COMPLETION OF THIS RETURN. Any difficulties or problems in the completion of this return should be directed to the Certification Office as below or by telephone to: 020 7210 3734

The address to which returns and other documents should be sent are:

For Employers' Associations based in England and Wales: Certification Office for Trade Unions and Employers' Associations 22<sup>nd</sup> Floor, Euston Tower, 286 Euston Road, London NW1 3JJ

For Employers' Associations based in Scotland: Certification Office for Trade Unions and Employers' Associations Melrose House, 69a George Street, Edinburgh EH2 2JG



(Revised February 2011)

## **RETURN OF MEMBERS**

(see note 9)

į.	NUMBER OF MEMBERS AT THE END OF THE YEAR						
Great Britain	(						
14	1			15			

## **OFFICERS IN POST**

(see note 10)

Please attach as an annexe to this form a complete list of all officers in post at the end of the year to which this form relates, with the title of each persons office.

## **CHANGE OF OFFICERS**

Please complete the following to record any changes of officers during the twelve months covered by this return.

Title of Office	Name of Officer ceasing to hold office	Name of Officer Appointed	Date of Change
	Cllr Ivan Ould		1 September 2013
	Vacant	Cllr Chris Saint	1 September 2013
- 1 2 3	Cllr Jane Storey	Cllr lan Grant	1 September 2013
	Cllr Steve Comer	Cllr Claire Hudson	1 September 2013
	Cllr Stephen Knight	Cllr Simon Shaw	1 September 2013
	Cllr Norman Murphy	Cllr Linda Van Den Hende	1 September 2013
	Vacant	Cllr Clive Woodbridge	1 September 2013
	Cllr Jimmy Spratt	Cllr Denny Vitty	1 September 2013

# REVENUE ACCOUNT/GENERAL FUND (see notes 11 to 16)

Previous Year		£	£
1 341	INCOME		
	X	ata	
	From Members Subscriptions, levies,	eic	
	Investment income Interest and dividends (gross)		
20	Bank interest (gross)		
	Other (specify)		
4			
	K III A	* * * * * * * * * * * * * * * * * * *	
41			
	Other income Rents received	-	
4 .	Insurance commission		W (2)
	Consultancy fees	102,392	
	Publications/Seminars	52,003	
	Miscellaneous receipts (speci		
	Wilderhall gode Toocipie (speci	10,000	
		-	
2.	85		168,084
			100,002
5 N		TAL INCOME	100.00
		OTAL INCOME	168,084
	EXPENDITURE		
	Administrative expenses		
	Remuneration and expenses	of staff   12,907	
	Occupancy costs		
	Printing, Stationery, Post	349	
	Telephones	-	
	Legal and Professional fees	57,049	
	Miscellaneous (specify)	51,237	
		*	
	# =		121,542
	Other charges Bank charges	5	,
	Depreciation		
	Sums written off		
	Affiliation fees		
E .	Donations		
	Conference and meeting fees	22,628	
		22,028	
	Expenses Miscellaneous (specify)	1 645	
	Miscellaneous (specify)	1,615	
×-			
4 4		= "	24,248
	Taxation		
1 2	TOTAL F	XPENDITURE	145,790
-	TOTALL	APENDITORE	145,790
1	Surplus	Deficit for year	20.004
			22,294
100	Amount of fund at be	ginning of year	
	, another of faile at be	giig 51 7541	
- 3	Amount of fund	latend of year	

## ACCOUNTS OTHER THAN THE REVENUE ACCOUNT/GENERAL FUND

(see notes 17 to 18)

ACCOUNT 2	हु। जो	2	Fund Account
Name of account:		* I <b>£</b>	£
Income	From members Investment income Other income (specify)	-	**************************************
* ×			
, -		Total Income	
		4 4	
Expenditure			
= 3 A	Administrative expenses Other expenditure (specify)		
E .	× 1	9 1	14
	* * * * * * * * * * * * * * * * * * * *		
		Total Expenditure	¥ 9
inc.	Suri	plus (Deficit) for the year	
	27 0 000	fund at beginning of year	
	Amount of fund at the end of	1700	

ACCOUNT 3	37	9	= .s	Fund Account
Name of account:	2 - 1	_ 1	£	£
Expenditure	From members Investment income Other income (specify)  Administrative expenses Other expenditure (specify)		Total Income	
1, 1 > 1	× 8	Tot	al Expenditure	
			icit) for the year	-
2		Amount of fund at be		7 <del>+</del> 1
	Amount of fund	at the end of year (as	Balance Sheet)	SE 3#8

## ACCOUNTS OTHER THAN THE REVENUE ACCOUNT/GENERAL FUND

(see notes 17 to 18)

ACCOUNT 4		* * * * * * * * * * * * * * * * * * * *		Fund Account
Name of account:	a C, " x "	i e	£	£
Income		The state of the s		
2	From members		-	
	Investment income		-	
	Other income (specify)	*	14 × 17 = 2	
			5	
			,	
×	9		Total Income	
			ing self in direct	
Expenditure			e . 8	
	Administrative expenses			
	Other expenditure (specify)		-	
22				
			al Expenditure	
		Surplus (Def	ficit) for the year	
		Amount of fund at be	eginning of year	UE III
	Amount of fund	l at the end of year (as		

ACCOUNT 5				Fund Account
Name of account:	e results and the second secon	):	£	£
Income			Λ >	5
	From members		ŝ	
	Investment income		-	
	Other income (specify)		. :-	
	7 ° ° ° ° ° 1		2	
		**		
			Total Income	- 3 <del>-</del>
	5.			
	8 II. T. 112		, T	-
Expenditure				
4	Administrative expenses	4		
	Other expenditure (specify)		22	
ar .				
		1)	52.00.0	
		2		
,		Tot	al Expenditure	
		Surplus (Def	icit) for the year	3#1
		Amount of fund at be		7.4
	Amount of fund	at the end of year (as		-
	7 tillount of fulla	at the one of your (ab		

## ACCOUNTS OTHER THAN THE REVENUE ACCOUNT/GENERAL FUND

(see notes 17 to 18)

ame of count: come	£	£
come		-
From members Investment income		7-
Other income (specify)	a, -	n n
	Y & 1	II IV
	Total Income	
	71 =	
cpenditure		
Administrative expenses	n	
Other expenditure (specify)		
		IX.
1 8 9 3	Total Expenditure	
	(Deficit) for the year	· ·
	at beginning of year	
Amount of fund at the end of year		

ACCOUNT 7	Kora in a	2	Fund Account
Name of account:		£	£
Income	From members Investment income Other income (specify)		
		Total Income	
Expenditure	Administrative expenses Other expenditure (specify)	# A =	
			-

# BALANCE SHEET AS AT [ (see notes 19 and 20)

Previous Year		£	£
	Fixed Assets (as at page 11)		
			121
	Investments (as per analysis on page 13)		
	Quoted (Market value £	-	
= 8	Unquoted	, es	i a
8 T T T	Total Investments Other Assets		* # · · · · · · · · · · · · · · · · · ·
* =	Sundry debtors	2	×
	Cash at bank and in hand	= <u>+</u> = <u>-</u>	
	Stocks of goods		
	Others (specify)		
	Ciricia (apeciny)		
		ther	
-	Total of other	×	10
	assets	11 35	
	то	TAL ASSETS	
-			
=	Fund (Account)		
	Fund (Account)		-
2 - 2	Fund (Account)	-	
v = = = _	Fund (Account)	6	-
-	Revaluation Reserve		
-	Liabilities		> ~
	Loans	-	
12	Bank overdraft	-	8
<	Tax payable	_ = -	
17	Sundry creditors	v - x -	
	Accrued expenses	. á-	
a * , 1	Provisions	-	
	Other liabilities	-	
E Se	TOTA	L LIABILITIES	
F4	ТО	TAL ASSETS	4
		4 7	

## **FIXED ASSETS ACCOUNT**

(see note 21)

	Land & Buildings	Fixtures & Fittings	Motor Vehicles & Equipment	Total
P C	£	£	£	£
COST OR VALUATION				
At start of period	•	- ×	140	-
	17			725
2 4 = X	H 41			679
Additions during period			9	-
4 4				10
Less: Disposals during period				
Less. Disposais during period		19 E		
	5 = -		5 1	
Less: DEPRECIATION:			- i	2) a (m) (m)
	x0			
721 Jan 1971			29	i i
Total to end of period	- · · · ·	-	-	÷ (#)
POOK AMOUNT at and of pariod				_
BOOK AMOUNT at end of period		×		
	64 · · ·	*	12	5/ a <sub>1</sub>
· · · · · · · · · · · · · · · · · · ·				
Freehold		0 20	-	
		*		
	5.45			
Leasehold (50 or more years			-	
unexpired)	5			
				î -
Leasehold (less than 50 years	2			45 d
unexpired)			_	
				L ALA
			2	-
AO DALANOE CUEET	× 2			
AS BALANCE SHEET				

## **ANALYSIS OF INVESTMENTS**

(see note 22)

		Other Funds £
QUOTED	British Government & British Government Guaranteed Securities	_
is to		" 24
1	Dublish Musicinal and County Consulting	
4	British Municipal and County Securities	
		-
	Other quoted securities (to be specified)	-
		1
	TOTAL QUOTED (as Balance Sheet)	
,	*Market Value of Quoted Investments	ļ <del>.</del>
UNQUOTED	British Government Securities	
	British Municipal and County Securities	- 1
	British Maniopal and Goanty Goodhiles	
al i		
n	Mortgages	
		41
	Other unquoted securities (to be specified)	
	TOTAL OLIOTED (as Deleves Cheek)	
d d	TOTAL QUOTED (as Balance Sheet)	4 2
	*Market Value of Unquoted Investments	

<sup>\*</sup> Market value of investments to be stated where these are different from the figures quoted in the balance sheet

## **ANALYSIS OF INVESTMENT INCOME** (CONTROLLING INTERESTS) (see notes 23 to 25)

		15 8
Does the association, or any constituent part of the controlling interest in any limited company?	he association, have a	NO
If YES name the relevant companies:	_ *	9
COMPANY NAME	COMPANY REGISTRATION registered in England & Work registered)	
t x a term x	X = X = = :-	29
		3 = 1
INCORPORATED E	MPLOYERS' ASSOCIATION	ONS
Are the shares which are controlled by the associ		3140
association's name	ation registered in the	N/A
If NO, please state the names of the persons in		
whom the shares controlled by the association are		
registered.		
COMPANY NAME	NAMES OF SHAREHOLD	NEDS
COMPANTIVAME	NAMES OF SHAREHOLL	JERS
	a = 4	
	×	
	**	
LININCORPORATED	EMPLOYERS ASSOCIAT	IONS
Are the shares which are controlled by the associ	ation registered in the	
names of the association's trustees?	ation registered in the	N/A
If NO, state the names of the persons in whom the shares controlled by the association are registered.		
COMPANY NAME	NAMES OF SHAREHOLD	DERS
	ar a s	87.8
	T	
	· · ·	
	5.	

## SUMMARY SHEET

(see notes 26 to 35)

	All funds except Political Funds £	Political Funds £	Total Funds £
INCOME			7 50
From Members	* * *	s "	2 3 - 2 3 - 0
From Investments	W 727	6 G	. IO
Other Income (including increases by revaluation of assets)	168,084		168,084
Total Income	168,084	7 2 2	168,084
EXPENDITURE (including decreases by revaluation	145,790	7	145,790
of assets)  Total Expenditure	145,790	8	145,790
	9	1	
Funds at beginning of year (including reserves)	- 100	· .	
Funds at end of year (including reserves)	* * * . * *		22.294
ASSETS			
	Fixed Assets	**	- 5
	Investment Assets		
	Other Assets	3 A.	_
		Total Assets	× ×
LIABILITIES		Total Liabilities	
			. ^ .
NET ASSETS (Total Assets less Tot	al Liabilities)		50 00-
			-22.294

### NOTES TO THE ACCOUNTS

(see note 36)

All notes to the accounts must be entered on or attached to this part of the return.

- 1) THE ACCOUNTS HAVE BEEN PREPARED

  UNDER THE HISTORIC COST CONVENTION.
- 2) INCOME IS THE AMOUNT RECEIVABLE AS
  SUBSCRIPTIONS AND SERVICES PROVIDED
  (EXCLUDING VALUE ADDED TAX)

## **ACCOUNTING POLICIES**

(see notes 37 and 38)

			DV 23 402	
				4
2 2		e s a sa us		
-	e n			

## SIGNATURES TO THE ANNUAL RETURN

(see notes 39 and 40)

including the accounts and balance sheet contained in the return.

Secretary's Signature: SARAH MESSENGER	Chairman's Signature: FULL PLATE Signature: FULL PLATE STREETS BEVELS KMOON HEAD ST FINANCE TOWN THE T
Date: 19 AUGUST 2014	Date: 19 AUGUST 2014

## **CHECK LIST**

(see note 41)

(please tick as appropriate)

IS THE RETURN OF OFFICERS ATTACHED? (see Page 3)	YES	NO
HAS THE RETURN OF CHANGE OF OFFICERS BEEN COMPLETED? (see Page 3)	YES	NO
HAS THE RETURN BEEN SIGNED? (see Note 38)	YES	NO
HAS THE AUDITOR'S REPORT BEEN COMPLETED (see Note 39)	YES	NO
IS A RULE BOOK ENCLOSED? (see Note 40)	YES	NO
HAS THE SUMMARY SHEET BEEN COMPLETED (see Notes 6 and 25 to 34)	YES	NO

### **AUDITOR'S REPORT**

(see notes 42 to 47)

made in accordance with section 36 of the Trade Union and Labour Relations (Consolidation) Act 1992.

In the opinion of the auditors or auditor do the accounts they have audited and which are contained in this return give a true and fair view of the matters to which they relate?

(See section 36(1) and (2) of the 1992 Act and notes 43 and 44)

### YES/AG

If "No" please explain below.

- 2. Have the auditors or auditor carried out such investigations in the preparation of their audit report as will enable them to form an opinion as to:
  - (a) whether the trade union has kept proper accounting records in accordance with section 28 of the 1992 Act:
  - (b) whether it has maintained a satisfactory system of control over its transactions in accordance with the requirements of that section; and
  - (c) whether the accounts to which the report relates agree with the accounting records? (See section 36(3) of the 1992 Act, set out in note 43)

### YES/AND

If "No" please explain below.

- 3. Are the auditors or auditor of the opinion that the union has complied with section 28 of the 1992 Act and has:
  - (a) kept proper accounting records with respect to its transactions and its assets and liabilities; and
  - (b) established and maintained a satisfactory system of control of its accounting records, its cash holding and all its receipts and remittances.

(See section 36(4) of the 1992 Act set out in note 43)

#### YES/NET

If "No" please explain below.

4. Please set out a copy of the report made by the auditors or auditor to the union on the accounts to which this AR27 relates. The report is to set out the basis upon which the audit has been conducted and/or such other statement as the auditor considers appropriate. Such a statement may be provided as a separate document.

(See note 45)

# INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF IMPROVEMENT & DEVELOPMENT AGENCY ON THE FINANCIAL INFORMATION CONTAINED IN THE ANNUAL RETURN

We have audited the financial information in the attached annual return which shows a surplus for the year of £22,294 which has been prepared under the accounting policies set out therein.

This report is made solely to the Organisation's members, as a body. Our audit work has been undertaken so that we might state to the members those matters we are required to state to them in an auditors' report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Organisation and the Organisation's members as body, for our audit, for this report, or for the opinions we have formed.

### Respective responsibilities of the treasurer and auditors

The treasurer is required to prepare the financial information in the annual return for each financial year which gives a true and fair view of the state of affairs of the Organisation and the surplus or deficit of the Organisation for the period. In preparing that information, the treasurer is required to:

- select suitable accounting policies and apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- consider whether applicable accounting standards have been followed, subject to any material departures disclosed and explained in the financial information; and
- prepare the financial information on a going concern basis unless it is inappropriate to assume the Organisation will continue in existence.

It is our responsibility to form an independent opinion, based on our audit, on the financial information in the annual return and report our opinion to you.

### Basis of audit opinion

We conducted our audit in accordance with United Kingdom auditing standards issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgements made by the officers in the preparation of the financial statements and of whether the accounting policies are appropriate to the Organisation's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion, we also evaluated the overall adequacy of the presentation of information in the annual return.

### **Opinion**

In our opinion, the financial information in the return gives a true and fair view of the result of the Organisation for the year ended 31 March 2014 and has been properly prepared in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992.

Naresh Sarna FCA (Senior Statutory Auditor) for and on behalf of Chancellers LLP Statutory Auditors 38/39 Bucklersbury Hitchin Herts SG5 1BG

19 August 2014

## **AUDITOR'S REPORT** (continued)

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	= =====================================	
		*: *v
	F	
		. * =
		4 1
		× × × ×
Signature(s) of auditor or auditors:	MISON	
Name(s):	NARESH SARNA	
Profession(s) or Calling(s):	FCA	
Address(es):	CHANCELIERS LLP 38 RUCKIERS BURY	
	HETRT SGS IBG	
Date:	19 AUGUST Zorg	}
Contact name and telephone number:	01462 620100	

N.B. When notes to the accounts are referred to in the auditor's report a copy of those notes must accompany this return.

Company Registration No. 3676611

## EMPLOYERS ORGANISATION FOR LOCAL GOVERNMENT

(a company limited by guarantee)

Report of Directors and Unaudited Financial Statements for the year ended 31 March 2014

## EMPLOYERS ORGANISATION FOR LOCAL GOVERNMENT (a company limited by guarantee)

### OFFICERS AND PROFESSIONAL ADVISORS

### DIRECTORS

Sir Stephen Bullock Cllr Roger Phillips Cllr Norman Murphy Cllr Stephen Knight

(Chairman)

#### SECRETARY

Carolyn Downs

(appointed 23 April 2012)

### REGISTERED OFFICE

Local Government House Smith Square London SW1P 3HZ

### BANKERS

RBS Holborn Circus P O Box No 204 1 Hatton Garden London EC1P 1DU

## EMPLOYERS ORGANISATION FOR LOCAL GOVERNMENT (a company limited by guarantee)

### BALANCE SHEET As at 31 March 2014

### Company Registration No. 3676611

**	Note	2014 £000	2013 £000
CURRENT ASSETS Debtors Short term investments Cash at bank and in hand	5 Ne 1950 - 1 10e	0 0 0	1,001 800 176 1,977
CREDITORS: amounts falling due within one year NET CURRENT ASSETS		0	(316)
TOTAL ASSETS LESS CURRENT LIABILITIES	9 I N	0	1,661
CREDITORS: amounts falling due after more than one year		(0)	(48)
PROVISIONS FOR LIABILITIES Pension fund deficit	5.00	(0)	(8,972)
TOTAL NET LIABILITIES	2 E	(0)	(7,359)
ACCUMULATED FUNDS	2 4	× -	
General Reserve		- O	1,613
Pensions deficit reserve	*** **		8
- Pension Fund Assets		0	19,311
- Less Defined liabilities	51 3.60	(0)	(28,283)
STATEMENTS	10 100	(0)	(7,359)

### For the year ending 31 March 2014 the company was entitled to exemption under Section 480 of the Companies Act 2006 relating to dormant companies.

 The members have not required the company to obtain an audit in accordance with Section 476 of the Companies Act 2006.

c. The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.

d. These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on...

and

signed on their behalf by.

Cllr Roger Phillips

The notes form part of these financial statements



**Dated** 

28<sup>th</sup> March 2013

### **EMPLOYERS' ORGANISATION FOR LOCAL GOVERNMENT**

## IMPROVEMENT AND DEVELOPMENT AGENCY FOR LOCAL GOVERNMENT

BUSINESS TRANSFER AGREEMENT in relation to the business and assets of the Employers' Organisation for Local Government

© Bevan Brittan LLP

Fleet Place House | 2 Fleet Place | Holbom Viaduct | London EC4M 7RF T 0870 194 1000 F 0870 194 7800

Kings Orchard | 1 Queen Street | Bristol BS2 0HQ T 0870 194 1000 F 0870 194 1001

Interchange Place | Edmund Street | Birmingham B3 2TA T 0870 194 1000 F 0870 194 5001

www.bevanbrittan.com

- 1.5 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this Agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this Agreement.
- 1.6 A reference to writing or written includes faxes but not e-mail.

### 2 AGREEMENT TO SELL AND PURCHASE

The Transferor shall sell and transfer and the Transferee shall purchase, with effect from Completion, the Business (together with the Assets) as a going concern. This Agreement shall constitute an assignment by the Transferor to the Transferee, effective at Completion but subject to clause 5, of all intellectual property rights of the Transferor.

#### 3 CONSIDERATION

- 3.1 In consideration of the Transferor selling and transferring the Business and Assets to the Transferee, the Transferee assumes responsibility for and shall pay, satisfy, perform and/or discharge as necessary the debts, liabilities and obligations of any nature of the Transferor relating to the Business and the Assets of the Transferor, whether actual or contingent, which are due or outstanding prior to, on or after Completion (the **Assumed Liabilities**).
- 3.2 The Transferee agrees to indemnify and keep indemnified the Transferor against all losses, liabilities and costs which the Transferor may incur or may have incurred but not discharged before Completion:
  - 3.2.1 in connection with the ownership or operation of the Business and the Assets whether before or after Completion; or
  - 3.2.2 as a result of the Transferee's failure to pay satisfy or perform the Assumed Liabilities under clause 3.1.

#### 4 COMPLETION

- 4.1 Completion shall take place on the Completion Date.
- 4.2 At Completion the Transferor shall deliver or procure delivery to the Transferee of, or otherwise make available to the Transferee:
  - 4.2.1 physical possession of all of its Assets capable of passing by delivery, with the intent that title in such Assets shall pass by and upon such delivery;
  - 4.2.2 such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant Third Party Consents as may be necessary to vest in the Transferee title to all of its Assets which are not transferable by delivery as the Transferor may have obtained and which will permit the Transferee to enter into and take possession of its Business and Assets, subject always to the provisions of clause 5; and
  - 4.2.3 all records and documents of (or in respect of) the Business in the possession of the Transferor.

### 5 PASSING OF TITLE AND THIRD PARTY CONSENTS

5.1 If any Third Party Consent is required to transfer an Asset to the Transferee and such Third Party Consent has not been obtained prior to Completion, the Transferor and the Transferee shall, at the expense of the Transferee, use all reasonable endeavours after Completion to obtain such consent as soon as possible following Completion and to effect any transfer or assignment or novation of that Asset after receipt of the Third Party Consent.

#### 9 ASSIGNMENT

No party may assign or transfer any of its rights, benefits or obligations under this Agreement. Each party confirms that it is acting on its own behalf and on no-one else's.

#### 10 WHOLE AGREEMENT

This Agreement and the documents referred to in it constitute the whole agreement and understanding of the parties and supersedes any previous arrangements, understandings or agreements between the parties relating to the subject matter of this Agreement. Save as expressly provided, and to the extent they may be excluded by contract, this Agreement excludes any warranty, covenants, condition or undertakings which may be implied by law. Nothing in this clause operates to limit or exclude any liability for fraud.

### 11 VARIATION AND WAIVER

- 11.1 Any variation of this Agreement must be in writing and signed by or on behalf of each party.
- Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 11.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

#### 12 SEVERANCE

If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision shall be ineffective to the extent of such illegality, invalidity or unenforceability but the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 13 THIRD PARTY RIGHTS

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

### 14 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Agreement but all the counterparts shall together constitute the same Agreement.

### 15 GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- 15.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been executed as a deed and delivered on the date stated at the beginning of it