

## RHUBARB FOOD DESIGN LIMITED

### GALLERY MESS TERMS AND CONDITIONS

#### 1. DEFINITIONS

In these Terms and Conditions and the Agreement the following expressions shall have the following meanings:

<b>"Additional Costs"</b>	means such additional costs attributable to the provision of Additional Services to the Customer by Rhubarb together with ancillary charges for delivery and collection of supplies, storage, corkage and handling charges that may be charged by Rhubarb from time to time (which shall include VAT where applicable and/or other taxes, duties and appropriate other charges) details of which will be set out in the relevant Invoice
<b>"Additional Services"</b>	means any additional services Rhubarb may agree to provide to the Customer in accordance with Clause 11 of these Terms and Conditions
<b>"Agreement"</b>	means any agreement between Rhubarb and the Customer for the provision of Services incorporating these Terms and Conditions including the Schedules appended to these Terms and Conditions, Order, any quotation and Invoices
<b>"Business Day(s)"</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
<b>"Catering Services"</b>	means the Catering Services set out in the Order together with any Additional Services to be provided to the Customer by Rhubarb under the terms of the Agreement
<b>"Customer"</b>	means the customer purchasing the Services
<b>"Customer Equipment"</b>	means the facilities and/or equipment to be provided by or on behalf of the Customer at the Gallery Mess on the Event Date
<b>"End Time"</b>	means the time and date which the Customer and its representatives will cease to have access to the Gallery Mess for the purpose of an Event, as set out in the Event Plan
<b>"Event"</b>	means the event held at the Gallery Mess in respect of which the Services are to be provided
<b>"Event Date"</b>	means the date of the Event specified in the Event Plan
<b>"Event Management"</b>	means pre/post Event management services including direct contact with the Gallery Mess Management Team, all necessary procedures for the Event, any site meetings and site management, the details of which are as set out in the Event Plan
<b>"Event Plan"</b>	the description or specification of the Services provided in writing by Rhubarb to the Customer including any timings, and the cost summary applicable for such Services

<b>“Gallery Mess”</b>	means the restaurant and bar at the Saatchi Gallery and/or the private event space located above the restaurant.
<b>"Invoice"</b>	means any invoice issued and/or despatched to the Customer detailing the Services, the Price, Additional Services and any Additional Costs
<b>"Intellectual Property Rights"</b>	patents, rights to inventions, copyright, related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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
<b>“Management Team”</b>	means the individuals listed in the Invoice who will supervise and be the point of contact for the Agreement
<b>"Order"</b>	means the order for the Services from the Customer to Rhubarb which can be placed by telephone and/or by email
<b>"Order Confirmation"</b>	means the confirmation of the Order in accordance with Clause <a href="#">4.3</a>
<b>"Price"</b>	means the total price to be paid by the Customer to Rhubarb for the Services as confirmed by Rhubarb which shall include VAT where applicable and/or other taxes, duties and appropriate other charges
<b>"Rhubarb"</b>	means Rhubarb Food Design Limited
<b>"Rhubarb Materials"</b>	all materials, equipment, documents and other property of Rhubarb
<b>“Saatchi Gallery”</b>	means the art gallery and venue hire located at Duke of York Square, Kings Road, London SW3 4LY.
<b>"Services"</b>	shall have the meaning given in Clause 3.1
<b>"Start Time"</b>	means the time on the Event Date at which the Gallery Mess shall be made available to the Customer and its representatives for an Event, as set out in the Event Plan
<b>"Terms and Conditions"</b>	means the terms and conditions set out in this document

## 2. INFORMATION ABOUT RHUBARB

2.1 Rhubarb operates the website [www.rhubarb.net](http://www.rhubarb.net). Rhubarb is a company registered in England and Wales under company number 03632492 and with its registered office at 5-25 Burr Road, London, SW18 4SQ. Rhubarb's VAT number is 676342514.

2.2 To contact Rhubarb, please see Rhubarb's "Contact Us" page [www.rhubarb.net/Contact-Us?pf=1](http://www.rhubarb.net/Contact-Us?pf=1)

## 3. SERVICES

3.1 Rhubarb provides hire of the Gallery Mess together with the provision of Catering Services, referred to throughout these terms and conditions as the "**Services**".

## 4. ORDERING PROCESS

4.1 Each Order for Services placed by the Customer with Rhubarb shall be deemed to be an offer by the Customer to purchase the Services subject to these Terms and Conditions.

4.2 When an Order is placed by the Customer, Rhubarb shall issue a quote in respect of such Order based on the information provided by the Customer. Any quotation provided by Rhubarb is given on the basis that it is not an offer capable of acceptance, and is only valid for a period of 10 Business Days from its date of issue.

4.3 Once the quotation (together with any draft Event Plan issued by Rhubarb) is approved by the Customer, the Customer and Rhubarb shall confirm acceptance of the quotation by email at which stage the Customer and Rhubarb shall be legally bound in respect of the supply of the Services on these Terms and Conditions. .

4.4 If an Order references a specific Clause or provision in these Terms and Conditions and states that a provision in the Order shall take precedence over it or states that the provisions of the Order shall prevail, the Order shall prevail.

4.5 These Terms and Conditions apply to the Services provided by Rhubarb to the Customer and any variation to these Terms and Conditions and any representations about the Services shall have no effect unless set out in a Order signed by Rhubarb and the Customer or as expressly agreed in writing and signed by Rhubarb.

4.6 If the Customer wishes to modify an Order (including changes to numbers of guests), it is entitled to do so, provided such request to modify is provided in writing no less than 5 Business Days prior to the Event Date. If an Order is so amended by the Customer, a revised quote (and Event Plan, if necessary) shall be issued by Rhubarb and the quotation process described in Clause 4.2 and 4.3 shall apply to such modified Order.

4.7 Subject to any variation under Clause 4.6, the Agreement will be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any enquiry, Order, specification or other document).

4.8 No terms or conditions endorsed upon, delivered with or contained in the Customer's Order, specification or other document will form part of the Agreement simply as a result of such document being referred to in the Agreement.

4.9 The Customer shall ensure that any information provided to Rhubarb (in its Order, any applicable specifications or otherwise) are complete and accurate.

## **PART 1 - VENUE ONLY TERMS**

The following terms shall apply when the Customer procures the hire of the Gallery Mess

### **5. RHUBARB'S OBLIGATIONS**

5.1 Rhubarb shall be responsible for:-

- 5.1.1 obtaining and maintaining all necessary licences, permissions and consents (including the licence to sell alcohol at the Gallery Mess) which may be required before the Event Date;
- 5.1.2 ensuring that the Gallery Mess is fit for purpose and meets the agreed requirements of the Customer as specified in the Order;
- 5.1.3 granting to the Customer a licence to use and occupy the Gallery Mess for an Event, in accordance with these Terms and Conditions, unless the reservation of the Gallery Mess for an Event is cancelled in accordance with Clauses 17, and Clause 18 or on termination of the Agreement in accordance with these Terms and Conditions. Notwithstanding this licence, possession of the Gallery Mess shall remain with Rhubarb and no tenancy shall be created by virtue of Rhubarb providing the Gallery Mess to the Customer for an Event;
- 5.1.4 taking all reasonable steps necessary to protect the Gallery Mess from damage and to protect any guest at an Event from possible injury or risk;
- 5.1.5 effecting and maintaining adequate insurance cover in respect of the provision of the Gallery Mess;
- 5.1.6 providing the Customer and its guests with access to the Gallery Mess from the Start Time until the End Time; and
- 5.1.7 obtaining, and maintaining, all licences and consents required to provide the Services in accordance with all applicable laws and to host an Event in accordance with these Terms and Conditions.

### **6. THE CUSTOMER'S OBLIGATIONS**

6.1 The Customer shall:

- 6.1.1 in advance of publication, submit to the Gallery Mess Management Team, a draft of any written material, copy, drawing or photographs relating to the Event the Customer proposes to distribute or publish;
- 6.1.2 obtain consent from the Gallery Mess Management Team before any filming or photography takes place in the Gallery Mess;
- 6.1.3 observe and comply with the reasonable access and usage rules, policies and directions of Rhubarb, both prior to and during an Event, provided such rules, policies and directions are notified to the Customer in advance of an Event;
- 6.1.4 observe and comply with the reasonable restrictions imposed by the Gallery Mess Management Team in relation to any recorded and/or live music and dancing permitted at the Event;
- 6.1.5 inform Rhubarb at least 72 hours prior to the Event of any revised numbers of guests attending an Event;

- 6.1.6 conduct an Event in an orderly and safe manner and cease an Event if it becomes apparent that the operation of an Event will cause a risk to the health and safety of guests or any of Rhubarb's property at the Gallery Mess;
  - 6.1.7 as soon as it becomes aware of any damage, accident or injury connected to an Event at the Gallery Mess, inform Rhubarb;
  - 6.1.8 by the End Time, have removed everything placed in the Gallery Mess by the Customer or the guests;
  - 6.1.9 be entitled to affix (on a temporary basis) decorations, equipment, displays and signage relating to an Event (together "**Event Materials**") as agreed with Rhubarb, at the Gallery Mess, provided that the Customer removes all such Event Materials by the End Time;
  - 6.1.10 not use any of Rhubarb's Intellectual Property Rights on any Event Materials, or any other materials, without the Rhubarb's prior written consent (such consent not to be unreasonably withheld or delayed);
  - 6.1.11 pay the Price in accordance with these Terms and Conditions; and
  - 6.1.12 ensure that guests only smoke in the permitted external areas.
- 6.2 The matters to be undertaken or provided in accordance with Clause 6.1 are to be undertaken and provided at the Customer's cost and subject to all statutory provisions or regulations relating thereto. The Gallery Mess has the capacity for 100 diners and 120 guests for a reception.
- 6.3 Both parties acknowledge and agree to observe the maximum capacity levels. Rhubarb reserves the right to refuse entry to the Gallery Mess, at its discretion.
- 6.4 Rhubarb has no control of the temperature in the common parts of the Gallery Mess, (i.e. the areas within the Gallery Mess other than the Gallery Mess) which are controlled by a third party ("**Common Areas**"). Rhubarb does not accept liability for temperature fluctuations and shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the temperature of the Common Areas.
- 6.5 Rhubarb is licensed to serve alcohol at the Gallery Mess from 10:00am until 11.3000pm, unless such licence is extended. The Customer accepts that no alcohol will be served at the Gallery Mess outside the licensed hours.

## 7. **GALLERY MESS MANAGEMENT**

- 7.1 Event Management may be provided in addition to the provision of the Services. The cost of Event Management is dependent on the requirements for each Event. Such costs shall be itemised and set out in the Order.
- 7.2 The Customer may request and the Gallery Mess Management Team shall provide assistance with lighting and production to create a stylish atmosphere for Events in-keeping with the surroundings.
- 7.3 The Gallery Mess Management Team shall be entitled to request guests to leave the Gallery Mess premises at any time and shall be entitled to remove anyone from the Gallery Mess who is under the influence of drugs or alcohol or who, in the Gallery Mess Management Team's reasonable opinion, is conducting themselves in an inappropriate manner.

- 7.4 The Gallery Mess Management Team shall be entitled to close the Terrace at any time.

## **PART 2– CATERING ONLY TERMS**

The following terms shall apply when the Customer procures Catering Services.

### **8. RHUBARB'S OBLIGATIONS**

#### **8.1 Rhubarb shall be responsible for:-**

- 8.1.1 providing the Catering Services in accordance with the Event Plan in all material effects at the Gallery Mess on the Event Date;
- 8.1.2 ordering and purchasing of all supplies and equipment (other than the Customer Equipment) used by Rhubarb to provide the Catering Services. Such supplies to be ordered in the name and on behalf of Rhubarb and not the Customer and shall remain the property of Rhubarb;
- 8.1.3 choosing, preparing and pricing all food and beverages supplied (subject to reasonable prior consultation with the Customer);
- 8.1.4 providing staff as is required for the provision of the Catering Services and all administration relating thereto;
- 8.1.5 paying all suppliers with whom Rhubarb shall enter into contracts in accordance with Clause 8.1.2;
- 8.1.6 effecting and maintaining insurance cover in respect of the following risks arising from the provision of the Catering Services:
  - (a) employer's liability cover but not for more than £10 million in respect of any one occurrence; and
  - (b) public and product liability (including cover in respect of food poisoning and deleterious substances in foodstuffs and beverages due to the negligence of Rhubarb) but not for more than £10 million in respect of any one incident or period of insurance; and

- 8.2 Rhubarb shall have the right to make any changes to the Catering Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Catering Services, Rhubarb shall only notify the Customer if such change has a material impact on the provision of the Catering Services and/or the Price for such Catering Services.

- 8.3 Specific items on menus, decoration or other items to be supplied by Rhubarb are subject to market availability and Rhubarb shall notify the Customer as soon as practicable if any item will not be available on the Event Date.

### **9. THE CUSTOMER'S OBLIGATIONS**

#### **9.1 The Customer shall be responsible for:**

- 9.1.1 obtaining and maintaining all necessary licences, permissions and consents (if any) which may be required before the Event Date;
- 9.1.2 paying the Price and any Additional Costs related to the Catering Services in accordance with Clauses 12 and 13; and

9.1.3 providing Rhubarb with the final guest list for the Event 48 hours prior to the Event Date. Only guests named on such guest list shall be granted entry to Gallery Mess on the Event Date.

9.2 The matters to be undertaken or provided in accordance with Clause 9.1 are to be undertaken and provided at the Customer's cost and subject to all statutory provisions or regulations relating thereto.

## 10. SPECIFIC CATERING COSTS

10.1 The Customer may only order alcoholic beverages that appear on Rhubarb's in-house wine, champagne, and spirits list.

## PART 3 – GENERAL TERMS

### 11. ADDITIONAL SERVICES

11.1 At any time not less than 7 days prior to the Event Date, the Customer may submit a written request to Rhubarb for the provision of Additional Services.

11.2 Rhubarb may, at its sole discretion, either accept or reject such request, subject to the Customer's acceptance of a revised quote which incorporates the Additional Costs arising from the provision of such Additional Services, in accordance with Clause [4.6](#).

### 12. PRICING

12.1 In consideration of the provision of the Services, the Customer shall pay the following amounts to Rhubarb in cleared funds (and time for payment shall be of essence) in accordance with the following (the "**Due Dates**"):-

12.1.1 within 5 Business Days of the date of the relevant Invoice, the Customer shall pay Rhubarb a non-refundable amount equal to 100% of the total cost of hire of the Gallery Mess;

12.1.2 within 5 Business Days of the date of the relevant Invoice, the Customer shall pay Rhubarb 100% of the total cost of the food and beverages element of the Price; and

12.1.3 any additional costs incurred during the Event (including but not limited to consumption, losses and breakages) which shall be invoiced within 14 days of the Event Date and shall be payable by the Customer to Rhubarb within 30 days of the date of the relevant Invoice.

### 13. PAYMENT

13.1 All amounts payable by the Customer under the Agreement are inclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**").

13.2 Service charge shall at all times be discretionary.

13.3 If any instalment of the a sum payable under this Agreement is not paid in full when due (i.e. Due Dates), Rhubarb may:-

13.3.1 cancel or suspend commencement of the Services (where appropriate); and

13.3.2 charge the Customer interest (both before and after any judgment) on the outstanding amount at a rate of 4% per annum above the base rate of the Barclays Bank Plc from time to time, until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).

- 13.4 Unless expressly stated otherwise herein, the Customer shall pay each Invoice which is properly due and submitted to it by Rhubarb, within 14 days of receipt, to a bank account nominated by Rhubarb.
- 13.5 Except with the express agreement in writing of Rhubarb, no deduction shall be made by the Customer from any payment for or on account of any matter or thing whatsoever including, but not limited to any set-off, compensation, counter-claim or present or future taxes. This Clause [13.5](#) shall not apply to any Customers acting as a consumer.
- 13.6 The Customer shall reimburse Rhubarb on a full indemnity basis for all costs and expenses incurred in connection with the recovery of any money due to Rhubarb under the Agreement. This Clause [13.6](#) shall not apply to any Customers acting as a consumer.

#### **14. INTELLECTUAL PROPERTY**

- 14.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Rhubarb.
- 14.2 Rhubarb acknowledges that, in respect of any third party Intellectual Property Rights, Rhubarb's use of any such Intellectual Property Rights is conditional on the Customer obtaining a written licence from the relevant licensor on such terms as will entitle the Customer to license such rights to Rhubarb.
- 14.3 All Rhubarb Materials and any Intellectual Property Rights therein are the exclusive property of Rhubarb, unless stated otherwise in the Order.

#### **15. FORCE MAJEURE**

Rhubarb shall not have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of Rhubarb. Rhubarb shall promptly notify the Customer in writing when such circumstances cause a delay or failure in performance.

#### **16. LIMITATION OF LIABILITY**

- 16.1 Neither party excludes or limits liability to the other party for death, personal injury or fraud. Rhubarb does not exclude liability for:-
- 16.1.1 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 16.1.2 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - 16.1.3 defective products under the Consumer Protection Act 1987.
- 16.2 Save as provided in Clause 16.1, Rhubarb shall not be responsible for any losses, charges, costs and expenses (whether such losses or damages were foreseen, foreseeable, known or otherwise) whatsoever incurred or suffered of an indirect or consequential nature including but not limited to loss of:
- 16.2.1 sales or turnover;
  - 16.2.2 actual or anticipated profit;

- 16.2.3 opportunity;
- 16.2.4 goodwill; or
- 16.2.5 reputation,

which arise out of or in connection with the Services (including but not limited to any advice or recommendations provided by Rhubarb) and in no event shall Rhubarb be liable for any losses, charges, costs and expenses arising from the Customer's provision of the Customer Equipment hereunder or for any food or beverage supplied by the Customer or a third party.

16.3 If Rhubarb's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):-

16.3.1 Rhubarb shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Rhubarb's performance of any of its obligations; and

16.3.2 Rhubarb shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Rhubarb's failure or delay to perform any of its obligations as set out in this Clause 16.3.2; and

16.3.3 the Customer shall reimburse Rhubarb on written demand for any costs or losses sustained or incurred by Rhubarb arising directly or indirectly from the Customer Default.

16.4 Subject to Clause 16.1 and 16.5, Rhubarb's aggregate liability in contract, tort (including negligence), breach of statutory duty (misrepresentation or otherwise) arising under or in connection with the Agreement or any act or omission by Rhubarb in the performance of its obligations under the Agreement shall not exceed the aggregate of all sums paid or payable to Rhubarb under the Agreement.

16.5 If the Customer is a consumer (meaning an individual who is not acting in their business, trade or profession) it shall not be subject to clauses 16.3, 16.4 or 16.6.

16.6 Any advice or recommendation given by Rhubarb or its employees shall be followed or acted upon entirely at the Customer's risk.

16.7 Rhubarb does not accept responsibility for lost, missing or damaged items in cloakrooms.

## 17. **CONSUMER RIGHTS**

17.1 This Clause 17 shall only apply where the Customer is a consumer (i.e. an individual not acting in the course of their business, trade or profession).

17.2 If the Customer is acting as a consumer, it shall be entitled to the following remedies:-

17.2.1 if any element of the Services supplied is not of satisfactory quality, fit for purpose or mis-described:-

- (a) Rhubarb shall refund the Price quoted in respect of the unsatisfactory quality, unfit for purpose or mis-described element of the Services in full, and any reasonable costs the Customer incurs in returning the items to Rhubarb; and

- (b) such refund shall be made using the same method of payment used to make the payment (in the case of card payments, on the credit card or debit card used by the Customer to pay).

## **18. CANCELLATION AND TERMINATION**

- 18.1 Notwithstanding Clause 17 (in the case of consumer Customers) and subject to Clause 18.2, the Customer may elect to cancel an Order at any time and terminate the Agreement provided it gives prior written notice at any time following Order Confirmation and makes a cancellation payment equal to the quoted costs in respect of such Event to Rhubarb (a "**Cancellation Payment**").
- 18.2 If the Customer is not acting as a consumer, in the event of termination (i) under Clause 18.1 and where termination takes effect within 28 days of the Event Date, or (ii) in the event of force majeure in accordance with Clause 15; Rhubarb shall be entitled to retain 100% of the total cost of hire of the Gallery Mess.
- 18.3 If the Customer is acting as a consumer, in the event of termination under Clause 18.1 and where termination takes effect within 28 days of the Event Date, Rhubarb shall be entitled to retain 100% of the total cost of hire of the Gallery Mess.

## **19. TERMINATION ON DEFAULT**

- 19.1 Each party may terminate the Agreement with immediate effect by giving written notice to the other party if:-
  - 19.1.1 the other party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 28 days after receipt of notice in writing to do so;
  - 19.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, (in either case, within the meaning of section 268 of the Insolvency Act 1986);
  - 19.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - 19.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
  - 19.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
  - 19.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 19.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

- 19.1.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 19.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 19.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 19.1.2 to Clause 19.1.9 (inclusive);
- 19.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 19.1.12 the other party's financial position deteriorates to such an extent that in Rhubarb's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 19.1.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

## **20. ENTIRE UNDERSTANDING**

- 20.1 The Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in the Agreement. Nothing said by any salesperson, agent, employee or other representative on Rhubarb's behalf should be understood as a variation of the Agreement or an authorised representation about the nature or quality of the Services. Save for fraud or fraudulent misrepresentation, Rhubarb shall have no liability for any such representation being untrue or misleading.
- 20.2 Any samples, drawings, descriptive matter or advertising issued by Rhubarb, and any descriptions or illustrations contained in Rhubarb's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force, subject to Clause 17.2.1

## **21. LAW AND JURISDICTION AND MEDIATION**

The Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with the Agreement. Notwithstanding the jurisdiction of the English courts the parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement promptly through negotiations between the parties or the respective senior executives of the parties who have authority to settle the same. If the matter is not resolved through negotiations, the parties will attempt in good faith to resolve the dispute or claim through an alternative dispute resolution procedure recommended to the parties by the Centre for Dispute Resolution.

## **22. THIRD PARTY RIGHTS**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and (notwithstanding any other provision of the Agreement) this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **23. NOTICES**

- 23.1 Any notice given under the Agreement shall be in writing and may be served:
- 23.1.1 personally;
  - 23.1.2 by registered or recorded delivery mail;
  - 23.1.3 by e-mail;
  - 23.1.4 by any other means which any party specifies by notice to the others.
- 23.2 Each party's address for the service of notice shall be the address for each party as stated in the Order or such other address as it specifies by notice to the others.
- 23.3 Notice shall be deemed to have been served:
- 23.3.1 if it was served in person, at the time of service;
  - 23.3.2 if it was served by post, 48 hours after it was posted; and
  - 23.3.3 if it was served by e-mail, telex or facsimile transmission, at the time of transmission.

## **24. MISCELLANEOUS**

- 24.1 Rhubarb may transfer its rights and obligations under the Agreement to another organisation, and if the Customer is a consumer, Rhubarb shall notify the Customer in writing if this happens and this will not affect the Customer's rights or Rhubarb's obligations under the Agreement.
- 24.2 The Customer may only transfer its rights or obligations under this Agreement to another person if agreed in writing by Rhubarb.
- 24.3 Complaints must be addressed in writing to the General Manager of Gallery Mess at Saatchi Gallery which is located at Duke of York Square, King's Road, London SW3 4LY.