

Membership form 2019/20

Membership rates (please indicate required membership level below)

CORE

- £100 (+VAT) turnover less than or equal to £100,000 p/a
- £150 (+VAT) turnover higher than £100,000 or equal to £250,000 p/a
- £200 (+VAT) turnover higher than £250,000 p/a

CORE Plus

- £275 (+ VAT)

ARC

- £1,000 (+VAT)
- £1,400 (+VAT) for ISO registered and members with more than 3 sites

Contact details

Main Address (for administration purposes only)

Organisation name.....
Address.....
Town..... County..... Postcode.....
Phone..... Email.....
Website..... Twitter.....
Facebook..... LinkedIn.....

Please enter the details of your shops or sites you would like to feature on the Reuse Network website.

Please note, the email address address you provide will be used for members of the public to contact you from our website. Please ensure it is regularly monitored.

Site 1 name.....
Tel..... Email.....
Address.....
..... Town..... Postcode.....

Site 2 name.....
Tel..... Email.....
Address.....
..... Town..... Postcode.....

Site 3 name.....
Tel..... Email.....
Address.....
..... Town..... Postcode.....

Additional shops charged at £45 + VAT for each insert for website. To add further details please contact us.

Contact details

Main contact name

Job title..... Main tel.....

Mobile..... Email.....

CEO name

Job title..... Main tel.....

Mobile..... Email.....

Operations lead name

Job title..... Main tel.....

Mobile..... Email.....

Finance lead name

Job title..... Main tel.....

Mobile..... Email.....

Marketing lead name

Job title..... Main tel.....

Mobile..... Email.....

Chair of trustee name

Job title..... Main tel.....

Mobile..... Email.....

Other contact name

Job title..... Main tel.....

Mobile..... Email.....

By providing us with your business contact details, you agree to the Reuse Network membership terms and conditions. (Data Protection). If you provide us personal contact details, we will contact you for your permission to use these details for marketing, communication, newsletter, contracts and auditing processes where applicable.

Activities and impact

Please answer/select all that apply.

If you leave a blank field we will assume that you do not take part in these particular activities. Reuse Network members must be working to relieve poverty through reuse. In order for the Reuse Network to represent the sector, it is important that you complete the information in full with your most up-to-date data.

What are your primary aims? (please select all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Employment and training | <input type="checkbox"/> Environment and/or waste prevention |
| <input type="checkbox"/> Poverty alleviation | <input type="checkbox"/> Housing support |
| <input type="checkbox"/> Debt and/or benefits advice | <input type="checkbox"/> Welfare and social services |

Which of the following client groups do you support? (please select all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Long-term unemployed | <input type="checkbox"/> Offenders and ex-offenders |
| <input type="checkbox"/> Homeless | <input type="checkbox"/> Mental health |
| <input type="checkbox"/> Learning disabilities | <input type="checkbox"/> Disabled people |
| <input type="checkbox"/> Substance misuse (drugs/alcohol) | <input type="checkbox"/> Veterans |
| <input type="checkbox"/> Young people (14 - 18 year olds) | <input type="checkbox"/> NEET |

Do you run the following services? (if yes, please enter the items collected in the last year)

- | | | | |
|---|------------------------------|-----------------------------|------------------------|
| Domestic furniture donation/reuse: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| Office furniture donation/reuse: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| Paint donation/reuse: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Weight in litres. |
| Other reuse (e.g. bicycles) donation/reuse: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| Electrical items donation/reuse: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| IT donation/reuse: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| Starter packs (not furniture): | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| Carpets: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Number of items. |
| Food provision/food bank: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Weight in KG. |

Does your organisation deconstruct or recycle furniture or WEEE?

- | | | | |
|-------------------------------------|--------------------------------|---|-------------------------------|
| <input type="checkbox"/> Mattresses | <input type="checkbox"/> Sofas | <input type="checkbox"/> Wooden furniture | <input type="checkbox"/> WEEE |
|-------------------------------------|--------------------------------|---|-------------------------------|

SUPPLY AND PARTNERS

Public sector

Do you run a bulky waste household collection service?

Yes No

If yes, for which local authority:

Do you access re-usable items from the household waste recycling centres (HWRC)?

Yes No

If you are paid reuse credits, how much do you receive per tonne?:

Do you work with a housing association/social housing?

Yes No

If yes, in what capacity? :

Private sector

Which of the following do you provide reuse services to:

Businesses

Retailers

Manufacturers

Other, please specify:

Placements and people

If applicable, please state the number of:

Trainees:

Volunteers:

Offenders

Paid Work Placements:

Probationers:

Number of qualifications issued to trainees per year:

Type of qualification issued:

FINANCE AND RESOURCES

Finance

Total income for past financial year*

*based on accounts submitted to the Charity Commission or Companies House for the whole charity

Human resources

No. of full-time staff No. of part-time staff

Transport

No. of Luton/Transits No. of 3.5 tonne No. of 7.5 tonne or greater Other

Premises

No. of shops Square feet

No. of warehouses Square feet

No. of other premises Square feet

Management

Is your organisation (please select all that apply):

A registered charity – Charity number:

A company limited by guarantee – Company number:

A community interest company – Registration number:

An industrial & provident society – Society number:

A charitable incorporated organisation – Charity number:

Other – Charity number:

Other activities

Please state any other business or charitable activities you would like to share with us:

.....

Are you a member of any other professional network? Please give details:

.....

What future/upcoming projects do you have planned?

.....

COMPLIANCE

Policies and procedures

(please select all policies and standards which you have in place)

Standards

Health & Safety (ISO18001) Environmental (ISO14001) Quality (ISO 9001) PAS141

Policies

Health & Safety Environmental Quality

Library of procedures held

Yes No

Licences (please tick all that apply)

Waste Carriers Licence Waste Management Licence or Exemption
 Product Weight Protocols T11 Authorisation for Repair/Refurbishment of WEEE
 Registered Designated Collection Facilities (DCF) AATF
 Hazardous Waste Premises Code

Declaration

We confirm that we have read and understood the terms and conditions in this membership form, and agree to abide by them and the rules of the Reuse Network and support the Reuse Network's charitable objective.

Name

Date

Signature.....

Preferred payment type

Cheque BACs Card

You can either send a cheque payable to Reuse Network or you can pay us by BACS
Sort code: 60-60-06 Account number: 30491444

Terms and conditions

Terms & Conditions of membership and services of the Reuse Network and FRN Enterprises Limited (together referred to as "the Reuse Network") to the subscribing member ("the Member").

1. Definitions

The following words shall have the following meanings:

'Fee(s)' the amount(s) set out in the fee structure documents as notified to the Member from time to time;

'Parties' the Reuse Network and the Member, and 'Party' shall mean either one of them;

'Services' the services available to the Member (subject to membership level) as set out in the membership documents provided to the Member;

'Supervising Officer' the representative of the Member as the Member may designate from time to time;

'Term' the meaning given in clause 3, and 'User' any person making use of the Services.

2. Services

2.1 The Reuse Network shall provide the Services to the Member in consideration of the Member paying the Fees to the Reuse Network, subject to the provisions of this Agreement.

2.2 The Reuse Network shall use its best endeavours to provide the Services.

2.3 The Functions, rights and powers conferred by this Agreement upon the Member shall be exercised by the Supervising Officer. The Reuse Network shall:

2.3.1 liaise with the Supervising Officer, who shall be available to the Reuse Network during normal business hours, subject to the other demands on the Supervising Officer's time, during the performance of the Services;

2.3.2 ensure that all contact between the Reuse Network and the Member is through the Supervising Officer and

2.3.3 ensure that any proposed alteration to the Services, including the timetable for the performance of the Services, is discussed and agreed with the Supervising Officer.

2.4 The Reuse Network shall ensure that all volunteers engaged in performing the Services are adequately trained and supervised.

2.5 The Reuse Network shall have a complaints procedure, and shall monitor all complaints received from Users of the Services so as to identify and introduce any improvements to its procedures in providing the Services that may be necessary or desirable.

2.6 Nothing in this Agreement shall be construed as an obligation on the Reuse Network to act beyond its powers. The Member recognises that the Reuse Network is obliged to abide by all relevant provisions of Charity and company law.

3. Term of this Agreement

3.1 This Agreement shall extend for a period of up to 1 year from the 1st April to the 31st March each year (the 'Term') and shall not be terminable by either Party within that period save in accordance with the provisions of this Agreement.

4. Regulatory requirements

4.1 The Reuse Network warrants, represents and undertakes:

4.1.1 that it has been granted, and shall comply with, all consents, registrations, licences and permits necessary for it to carry out the Services; and

4.1.2 that it will inform the Member if any of the consents, licences or permits listed in clause 4.1.1 is withdrawn.

4.2 The Reuse Network shall comply with:

4.2.1 all applicable legal and regulatory requirements; and

4.2.2 the Member's equality and diversity policy, health and safety policy and other policies relevant to the Services.

5. Insurance

5.1 The Reuse Network shall have in place one or more insurance policies:

5.1.1 to cover the liabilities that may arise from the Reuse Network, the Reuse Network's employees, trustees, and directors of a subsidiary company or its sub-charities performing the Services, and the insurance policies shall remain in force during the period this Agreement is in force.

5.2 The Member shall reimburse to the Reuse Network the cost of any insurance policies required by the Member for the Reuse Network to perform its obligations under this Agreement.

6. Fee rates based on time spent

6.1 Where the Fees are calculated on the amount of time spent by the Reuse Network the following applies:

6.1.1 'Day' shall mean a period of 7 hours and shall include the time spent in travelling to and from the place where the Services are performed.

6.2 Where the work carried out in performing the Services exceeds the period of 7 hours, then that period shall be charged at the pro-rated rate for a day.

6.3 Where the Fees are based on an hourly rate, any time spent which is less than an hour is charged on a pro-rated basis.

7. Fees and payment of Fees

7.1 The payment of the Fees shall be made by the Member to the Reuse Network within 28 days of the date of the Reuse Network's invoice in respect of the Services specified in the invoice.

7.2 The payment of Fees must include any fees arising for late reporting in breach of clause 8.1.2.

7.3 The Reuse Network shall not charge, and the Member shall not be liable, for any expenses, charges, costs or fees except the Fees and other expenses as set out in this Agreement.

7.4 Notwithstanding the termination of membership, the Member shall be liable to pay to the Reuse Network Fees in respect of any Services that the Member continues to take the benefit of, after termination (e.g. commission payable to the Reuse Network in respect of an introduction of a supplier to the Member).

7.5 All amounts stated are exclusive of VAT and any other applicable taxes, which will be charged in addition at the rate in force at the time the Member is required to make payment.

7.6 When making a payment the Member shall quote relevant reference numbers and the invoice number.

8. The Member's obligations

8.1 During the performance of the Services, the Member shall:

8.1.1 co-operate with the Reuse Network as the Reuse Network reasonably requires;

8.1.2 provide accurate reports on a monthly basis with information and documentation that the Reuse Network reasonably requires including (but not limited to) details of all ongoing orders made by the Member to any party introduced by the Reuse Network;

8.1.3 ensure that the Member can comply with all resourcing and infrastructure needs in connection with the Services (including (but not limited to) storage and staffing);

8.1.4 notify the Reuse Network of any party introduced by the Reuse Network to the Member of ering products or services directly to the Member which has not been approved by the Reuse Network; and

8.1.5 ensure that the Member's staff and agents co-operate and assist the Reuse Network.

8.2 The Member shall have the right to:

8.2.1 monitor the performance of the Services by, among other means:

8.2.1.1 visiting the Reuse Network's premises on giving 48 hours' notice to the Reuse Network and inspecting the Reuse Network's records of the Services; and

8.2.1.2 enquiring of the Users of the Services by questionnaires and other means; and

8.3 The Member and the Reuse Network shall discuss with each other and agree any improvements that either Party proposes to be made to the Services, and the appointment of any increased cost of such improvements.

9. Meetings and the provision and ownership of reports and records

9.1 The Reuse Network shall provide to the Member as agreed by the Parties a report showing:

9.1.1 its valuation of the work undertaken in respect of the Services up to the end of that period; and

9.1.2 the amounts to which the Reuse Network considers itself entitled in connection with any variations or additional services duly authorised by the Supervising Officer.

9.2 The copyright and database right (and all other intellectual property rights) in such reports shall belong to the Reuse Network.

9.3 The Reuse Network shall:

9.3.1 maintain such records of the Services provided; and

9.3.2 treat all personal data in accordance with the provisions of the Data Protection Act 1998.

10. Confidentiality

10.1 Each Party (Receiving Party) shall keep the confidential information of the other Party (Supplying Party) confidential and secret, whether disclosed to it or received by it. The Receiving Party shall use the confidential information of the Supplying Party only for the Purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party shall inform its officers employees and agents of the Receiving Party's obligations under the provisions of this clause 11, and ensure that the Receiving Party's officers, employees and agents meet the obligations. 10.2 Confidential information shall include:

10.2.1 all information disclosed by the Member to the Reuse Network about its work, administration or management;

10.2.2 all information about the Member collected or discovered by the Reuse Network;

10.2.3 all personal information about Users of the Service; and

10.2.4 all details of suppliers and opportunities provided to the Member by the Reuse Network.

10.3 The obligations of clause 10.1 shall not apply to any information which:

10.3.1 was known or in the possession of the Receiving Party before the Providing Party provided it to the Receiving Party;

10.3.2 is, or becomes, publicly available through no fault of the Receiving Party;

10.3.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

10.3.4 was developed by the Receiving Party (or on its behalf) by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or

10.3.5 is required to be disclosed by order of a court of competent jurisdiction.

10.4 This clause 10 shall survive termination of this Agreement.

11. Use of sub-contractors

11.1 The Reuse Network is permitted to use other persons to provide some or all of the Services.

11.2 The Reuse Network shall be responsible for the work of a sub-contractor to the same standard as stated in this Agreement. However, the Parties acknowledge and agree that some sub-contractors have their own terms and conditions on which the sub-contractor trades and which are more restrictive than those in this Agreement. For example, without limiting the generality of the foregoing, a sub-contractor may have more restrictive wording as to the standard they will reach in work they perform (as to timing or quality), what is to happen if that standard is not reached or met, issues concerning the restriction and exclusion of liability, and so on). Where the terms and conditions of a sub-contractor are more restrictive or exclusionary than the provisions of this Agreement, the Parties agree that work provided by that sub-contractor shall be governed by the terms and conditions of the sub-contractor rather than the provisions of this Agreement.

12. Warranties, liability and indemnities

12.1 The Reuse Network warrants, represents and undertakes that:

12.1.1 it will carry out the Services with all due skill and diligence and in a proper and workmanlike manner; and in accordance with the best practice within the industry of the Reuse Network ('Best Practice'); 12.1.2 it will have enough staff and volunteers to perform the Services in accordance with Best Practice who will:

12.1.2.1 have the necessary skills, professional qualifications and experience; and

12.1.5 it has full capacity and authority to enter into this Agreement.

12.2 The Reuse Network provides no warranty that any result or objective can be or will be achieved or attained at all or by a given completion date or any other date, whether stated in this Agreement or elsewhere.

12.3 Except in the case of death or personal injury caused by the Reuse Network's negligence, the liability of the Reuse Network under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise whatsoever shall not exceed the Fees paid by the Client to the Reuse Network under this Agreement. The provisions of this clause 12.4 shall not apply to clause 12.7.

12.4 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 12.5 shall not apply to clause 12.6 or 12.7.

12.5 The Member shall indemnify and hold harmless the Reuse Network from and against all Claims and Losses arising from loss, damage, liability, injury to the Reuse Network, its employees and third parties, infringement of third-party Terms and Conditions intellectual property, or third-party losses by reason of or arising out of any information supplied to the Member by the Reuse Network, its employees or sub-charities, or supplied to the Reuse Network by the Member within or without the scope of this Agreement.

12.6 The Reuse Network shall indemnify and hold harmless the Member from and against all Claims and Losses arising from loss, damage, liability, injury to the Member, its employees and third parties, infringement of third-party intellectual property, or third-party losses by reason of or arising out of any breach by the Reuse Network of the provisions of this Agreement. The indemnity given under this clause 12.6 shall be limited to the total assets of the Reuse Network.

12.7 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

12.8 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

13. Data Protection

13.1 By signing this membership form the Member is agreeing to the Reuse Network storing the Member's information and using that information for marketing purposes, newsletters, communication, contracts and auditing purposes.

13.2 The Member information may be retained for a maximum of 7 years

13.3 The Member has the right to request details of the information the Reuse Network holds about the Member. The Reuse Network may charge for this service.

13.4 The member also has the right to be 'forgotten' and can request that information held by the Reuse Network is erased. Such request must be made in writing.

13.5 In this clause data has the meaning given under the Data Protection Act 1998 and from 25th May 2018 refers to the General Data Protection Regulations.

14. Termination

14.1 If the Reuse Network or the persons specified to carry out the Services become unavailable and the Parties cannot agree on a suitable replacement to perform the Services then either Party may terminate this Agreement by written notice to the other Party.

14.2 This Agreement shall terminate on the expiry of 4 weeks after notice has been given by either Party to the other that it desires to terminate this Agreement.

14.3 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party ('Other Party'). The notice will take effect as specified in the notice.

14.3.1 if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 14 days, the breach is not remedied with 14 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

14.3.2 if the Reuse Network has failed to complete the Services for a period of 4 weeks; or

14.3.3 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-constitution), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business; or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

14.3.4 The Reuse Network may (at its discretion) terminate this Agreement with immediate effect in the event that the Member deals (or attempts to deal) directly with any party introduced by the Reuse Network to the Member without approval from the Reuse Network.

14.3.5 If this Agreement is terminated pursuant to clause 13.3.4 above all existing Services (including any orders or ongoing services) may be cancelled by the Reuse Network without compensation to the Member.

14.4 Upon termination of this Agreement for any reason, the Reuse Network upon request shall deliver, and require that its staff and volunteers deliver, to the Member: 14.4.1 all records and reports relating to the Services; and

14.4.2 any other property of the Member, which are in the possession or control of the Reuse Network or its staff or volunteers at the date of termination.

15. Restriction after termination

The Parties acknowledge that in order to achieve the best possible services or most competitive prices for its members the Reuse Network must ensure that members do not seek to separately negotiate or contract with third parties introduced by the Reuse Network. The Member therefore, in accepting this agreement agrees that on termination of this Agreement whatsoever occurring will not whether alone or in partnership with any other party or through any agent seek to contract with such a party for a period of 12 months after termination.

16. General

16.1 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

16.2 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

16.3 Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

16.4 Entire agreement

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

16.5 Waiver

No failure or delay by the Reuse Network in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

16.6 Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

16.7 Further assurance

Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of the validity or enforcement of this Agreement.

16.9 Announcements

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosure of such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

16.10 Interpretation

In this Agreement unless the context otherwise requires:

16.10.1.1 words importing the singular include the plural number and vice versa;

16.10.1.2 words importing the plural number include the singular number and vice versa;

16.10.1.3 words importing persons include firms, companies and corporations and vice versa;

16.10.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

16.10.1.5 references in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

16.10.1.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; the headings to the clauses, schedules and paragraphs of this Agreement shall not affect the interpretation;

16.10.1.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment; and

16.10.1.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

16.11 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by fax or e-mail (confirmed by first class mail or air mail), to the registered address of the relevant Party

16.11.1.2 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted), or next working day after sending (in the case of e-mail).

16.11.1.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

16.12 Dispute resolution

16.12.11 If a dispute between the Parties arises about either Party's performance of its obligations under this Agreement, either Party may refer the dispute to the Parties' chief executives, who shall use their best endeavours to resolve it. If the chief executives cannot resolve the dispute, either Party may refer it for arbitration and final decision to an arbitrator appointed by agreement between the Parties, or failing agreement within 14 days after either Party has given to the other a written request to concur in the appointment of an arbitrator, to an arbitrator appointed on the request of either Party by the London Court of International Arbitration.

16.12.1.2 The arbitrator shall be entitled to make such decision as he considers just and equitable having regard to all the circumstances, and the arbitrator's decision shall be final and binding on the Parties.

16.12.1.3 The cost of arbitration shall follow the event or, if neither Party succeeds, shall be apportioned between the Parties by the arbitrator in such proportions as he in his absolute discretion considers appropriate.

16.12.1.4 If a dispute is referred to an arbitrator, the Reuse Network shall nevertheless continue to provide the Services with all due diligence

16.13 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

16.14 Third parties

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