



## Goad Category Report

**Hindley**

**Survey Date:**

**16/08/2006**

## GETTING THE MOST FROM YOUR GOAD CATEGORY REPORT

Each shopping centre has its own unique mix of multiple outlets, independent shops, convenience and comparison stores, food outlets and vacant premises.

Understanding the retail composition of a centre and its effect on local consumers is crucial to the success of any business. By studying the information in the report, you will be able to examine site quality, evaluate threats opportunities, and assess the vitality and viability of the centre. However, you will only achieve this if you are aware of the various implications of the data that you see. This guide is designed to help you interpret the information you see on the Goad Category Report.

### 1. The Local Area

When evaluating the quality of a site, it is often beneficial to compare it with other local shopping centres. Category Reports are available for the majority of retail centre that we map.

### 2. The Indexing System

A simple indexing system appears throughout the report. This illustrates the difference between a percentage figure for the centre and the UK average. An index of 100 represents an exact match, anything less than 100 indicates a below average count for the centre, and a figure over 100 represents an above average count.

For example, if restaurants accounted for 10% of a centre's outlets and the UK average was also 10%, the index would be 100. If however, the UK average was 8%, the index would be 125.

The index is an effective gap analysis tool and can be used to identify areas that are under and over represented within a centre. A retail category that is heavily under represented could indicate poor local demand. On the other hand, it could show that there is an untapped market waiting to be serviced. Either way, it provides a strong indication that the site will need to be examined further.

### 3. Floor Space

The floor space figures shown on the report are derived from the relevant Goad Plan, but only show the footprint floorspace, and the site area without the building lines. They should not therefore be read as a definitive report of floor space, but do provide a useful means of

comparison between centres, as all outlets are measured in a consistent manner.

### 4. Vacant Outlets

Comparing the number of vacant outlets with the GB average provides a useful insight into the current economic status of a centre. For example, a high index generally represents under-development or decay, while a low index shows a strong retail presence.

### 5. Multiple Outlets/Major Retailers

A multiple retailer is defined as being part of a network of nine or more outlets. The presence of multiple outlets can greatly enhance the appeal of a centre to local consumers. The strong branding and comprehensive product mix of retailers such as Marks & Spencer, Boots and HMV are often sufficient in itself to attract consumers to a centre. 30 national multiples have been identified as Major Retailers, (i.e. those retailers most likely to improve the consumer appeal of a centre).

The presence of multiple outlets and major retailers can have a significant impact on neighbouring outlets. While other retailers will undoubtedly benefit from increased pedestrian traffic, (and therefore increased sales opportunities), multiples provide fierce competition for rivals in their retail categories.

## Also available from Experian

### The Goad Centre Report

This defines the retail extent and composition of a centre; showing the number of premises in over 27 retail categories and detailing the space allocation across each of them. A comparison of these figures with the national average illustrates under or over representation by category, allowing you to assess the degree of competition or opportunity within the centre.

### The Goad Distribution Report

Goad Distribution Reports provides a top-level analysis of the total retail mix and composition of a centre. It shows the number of premises in 16 categories and details the space allocation across each of them.

### Retail Planner

Retail Planner is a service for retail planners, property consultants and retailers, providing comprehensive, up-to-date information for retail planning related decisions. Specifically we provide data for three different types of expenditure: Comparison, Convenience and Leisure. Each category is broken down into the European standard COICOP (Classification of Individual Consumption by Purpose) classification. Data is available at output area and postal sector levels. We can also provide data for predefined areas such as Local Authority District Boundaries.

### Goad Paper Plans

These provide a bird's eye view of over 1,250 UK retail centres. The name, retail category, floor space and exact location of all outlets and vacant premises is recorded and mapped. Key location factors such as pedestrian zones, road crossings, bus stops and car parks are also featured. There are also over 800 retail park plans available

### Goad Digital Plans

Digital plans are available online through our Goad Network system. This enables the user to View, Interrogate Edit & Print plans to their own requirements. For a demonstration logon to <http://www.goadnetwork.co.uk/demologin.asp>

### Tailored Plans and Extracts

We are able to provide tailored plans and extracts which highlight the information most relevant to your enquiry.

### The Retail Address Database

An extensive database covering the addresses of 360,000 retail outlets across the UK, this is a highly effective tool for site evaluation and competitor analysis.

**For further details on these products or if you have any queries regarding your Goad Category Report, please contact Experian on: Tel: 0845 601 6011**

**Fax: 0115 968 5003 E-mail: [goad.sales@uk.experian.com](mailto:goad.sales@uk.experian.com)**

# Nearest Centres and Major Retailers

# Hindley



## Nearest Location

Location	Distance Miles
Wigan	3.80
Atherton	5.75
Leigh	5.96
Ashton-in-Makerfield	6.74
Horwich	7.35

## Distance Miles

## Major Retailers Present

### Department Stores

BHS	0
Debenhams	0
House of Fraser	0
John Lewis	0
Marks & Spencer	0

### Mixed Goods Retailers

Argos	0
Boots the Chemist	0
W H Smith	0
Wilkinson	0
Woolworths	0

### Supermarkets

Sainsburys	0
Tesco	1
Waitrose	0

### Clothing

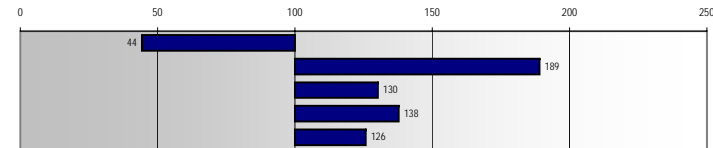
Burton	0
Dorothy Perkins	0
H & M	0
New Look	0
Next	0
River Island	0
Topman	0
Topshop	0

### Other Retailers

Carphone Warehouse	0
Clarks	0
Clintons	1
Currys	0
H M V	0
Superdrug	0
Virgin Megastores	0
Vodafone	0
Waterstones	0

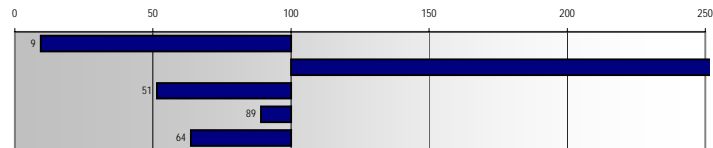
### Multiple Counts & Floorspace by Sector Counts

	Outlets	Area %	Base %	Index
Comparison	4	19.05	43.05	44
Convenience	4	19.05	10.08	189
Retail Service	3	14.29	10.98	130
Leisure Services	6	28.57	20.75	138
Financial & Business Services	4	19.05	15.14	126
<b>Total Multiple Outlets</b>	<b>21</b>			



### Floorspace Sq Ft

	Outlets	Area %	Base %	Index
Comparison	4,800	4.47	47.61	9
Convenience	75,200	70.08	18.88	371
Retail Service	3,000	2.80	5.43	51
Leisure Services	17,900	16.68	18.72	89
Financial & Business Services	6,400	5.96	9.35	64
<b>Total Multiple Floorspace</b>	<b>107,300</b>			



# Outlet Counts

Centre:

Hindley

Survey Date:

16/08/2006

		Base: All UK Centres			Index					
Sector Comparison	Classification	Outlets	Area %	Base %	0	50	100	150	200	250
	Antique Shops	0	0.00	0.47	0					
	Art & Art Dealers	0	0.00	0.77	0					
	Booksellers	0	0.00	0.71	0					
	Carpets & Flooring	2	1.47	0.55	266					
	Catalogue Showrooms	0	0.00	0.17	0					
	Charity Shops	2	1.47	2.10	70					
	Chemist & Drugstores	1	0.74	1.09	67					
	Childrens & Infants Wear	0	0.00	0.72	0					
	Clothing General	1	0.74	2.06	36					
	Crafts, Gifts, China & Glass	0	0.00	1.44	0					
	Cycles & Accessories	1	0.74	0.22	328					
	Department & Variety Stores	0	0.00	0.65	0					
	DIY & Home Improvement	0	0.00	0.80	0					
	Electrical & Other Durable Goods	4	2.94	1.65	178					
	Florists	3	2.21	0.85	259					
	Footwear	0	0.00	1.59	0					
	Furniture Fitted	0	0.00	0.40	0					
	Furniture General	1	0.74	1.19	62					
	Gardens & Equipment	0	0.00	0.06	0					
	Greeting Cards	2	1.47	1.22	120					
	Hardware & Household Goods	1	0.74	1.34	55					
	Jewellery, Watches & Silver	0	0.00	1.99	0					
	Ladies & Mens Wear & Acc.	0	0.00	0.72	0					
	Ladies Wear & Accessories	3	2.21	4.27	52					
	Leather & Travel Goods	0	0.00	0.25	0					
	Mens Wear & Accessories	0	0.00	1.10	0					
	Music & Musical Instruments	0	0.00	0.23	0					
	Music & Video Recordings	0	0.00	0.45	0					
	Newsagents & Stationers	0	0.00	0.63	0					
	Office Supplies	0	0.00	0.09	0					
	Other Comparison Goods	3	2.21	0.81	271					
	Photographic & Optical	0	0.00	0.24	0					
	Secondhand Goods, Books, etc.	2	1.47	0.25	589					
	Sports, Camping & Leisure Goods	1	0.74	0.97	76					
	Telephones & Accessories	0	0.00	1.18	0					
	Textiles & Soft Furnishings	1	0.74	0.95	78					
	Toiletries, Cosmetics & Beauty Products	0	0.00	0.88	0					
	Toys, Games & Hobbies	1	0.74	1.00	74					
	Vehicle & Motorcycle Sales	0	0.00	0.32	0					
	Vehicle Accessories	1	0.74	0.29	252					
	<b>Totals</b>	<b>30</b>	<b>22.06</b>	<b>36.69</b>	<b>60</b>					

# Outlet Counts

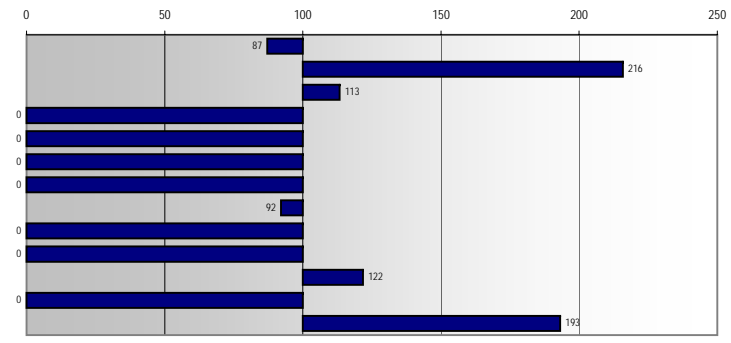
Centre:

Hindley

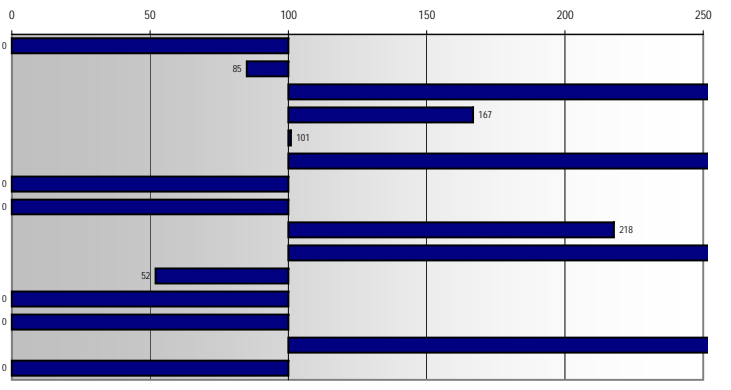
Survey Date:

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Convenience	Outlets	Area %	Base %	Index
Bakers & Confectioners	2	1.47	1.69	87
Butchers	2	1.47	0.68	216
CTN	2	1.47	1.30	113
Convenience Stores	0	0.00	0.68	0
Fishmongers	0	0.00	0.12	0
Frozen Foods	0	0.00	0.30	0
Greengrocers	0	0.00	0.34	0
Grocers & Delicatessens	1	0.74	0.80	92
Health Foods	0	0.00	0.56	0
Markets	0	0.00	0.13	0
Off Licences	1	0.74	0.60	122
Shoe Repairs Etc	0	0.00	0.48	0
Supermarkets	2	1.47	0.76	193
<b>Total Convenience</b>	<b>10</b>	<b>7.35</b>	<b>8.44</b>	<b>63</b>



Retail Service	Outlets	Area %	Base %	Index
Clothing & Fancy Dress Hire	0	0.00	0.07	0
Dry Cleaners & Launderettes	1	0.74	0.87	85
Filling Stations	1	0.74	0.18	409
Health & Beauty	14	10.29	6.17	167
Opticians	2	1.47	1.46	101
Other Retail Services	2	1.47	0.44	335
Photo Processing	0	0.00	0.36	0
Photo Studio	0	0.00	0.18	0
Post Offices	1	0.74	0.34	218
Repairs, Alterations & Restoration	2	1.47	0.25	580
Travel Agents	1	0.74	1.42	52
TV, Cable & Video Rental	0	0.00	0.01	0
Vehicle Rental	0	0.00	0.05	0
Vehicle Repairs & Services	3	2.21	0.51	435
Video Tape Rental	0	0.00	0.35	0
<b>Totals</b>	<b>27</b>	<b>19.85</b>	<b>12.66</b>	<b>157</b>



Other Retail	Outlets	Area %	Base %	Index
Other Retail Outlets	0	0.00	0.16	0



# Outlet Counts

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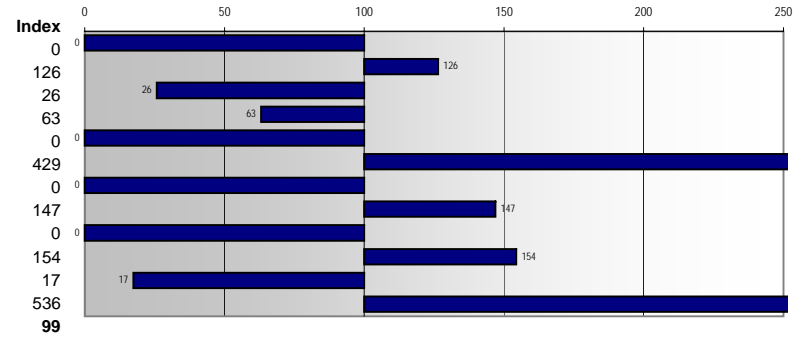
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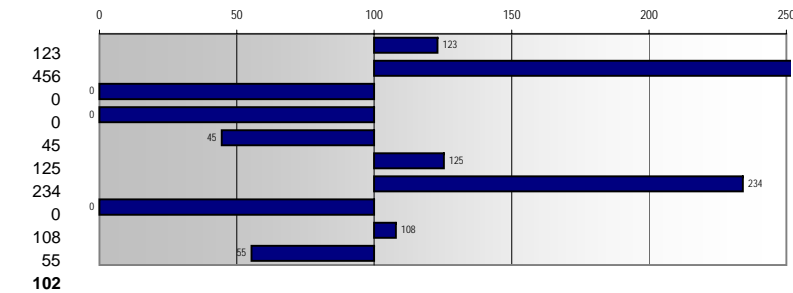
## Leisure Services

	Outlets	Area %	Base %
Bars & Wine Bars	0	0.00	1.50
Bingo & Amusements	1	0.74	0.58
Cafes	1	0.74	2.85
Casinos & Betting Offices	1	0.74	1.17
Cinemas, Theatres & Concert Halls	0	0.00	0.25
Clubs	5	3.68	0.86
Disco, Dance & Nightclubs	0	0.00	0.20
Fast Food & Take Away	10	7.35	5.00
Hotels & Guest Houses	0	0.00	0.51
Public Houses	7	5.15	3.33
Restaurants	1	0.74	4.23
Sports & Leisure Facilities	2	1.47	0.27
<b>Totals</b>	<b>28</b>	<b>20.59</b>	<b>20.76</b>



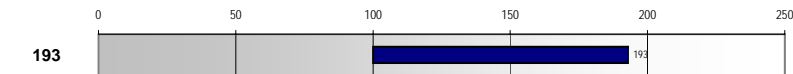
## Financial & Business Services

Building Societies	1	0.74	0.60
Building Supplies & Services	4	2.94	0.65
Business Goods & Services	0	0.00	0.04
Employment & Careers	0	0.00	0.72
Financial Services	1	0.74	1.65
Legal Services	2	1.47	1.17
Other Business Services	1	0.74	0.31
Printing & Copying	0	0.00	0.38
Property Services	5	3.68	3.41
Retail Banks	2	1.47	2.66
<b>Totals</b>	<b>16</b>	<b>11.76</b>	<b>11.59</b>

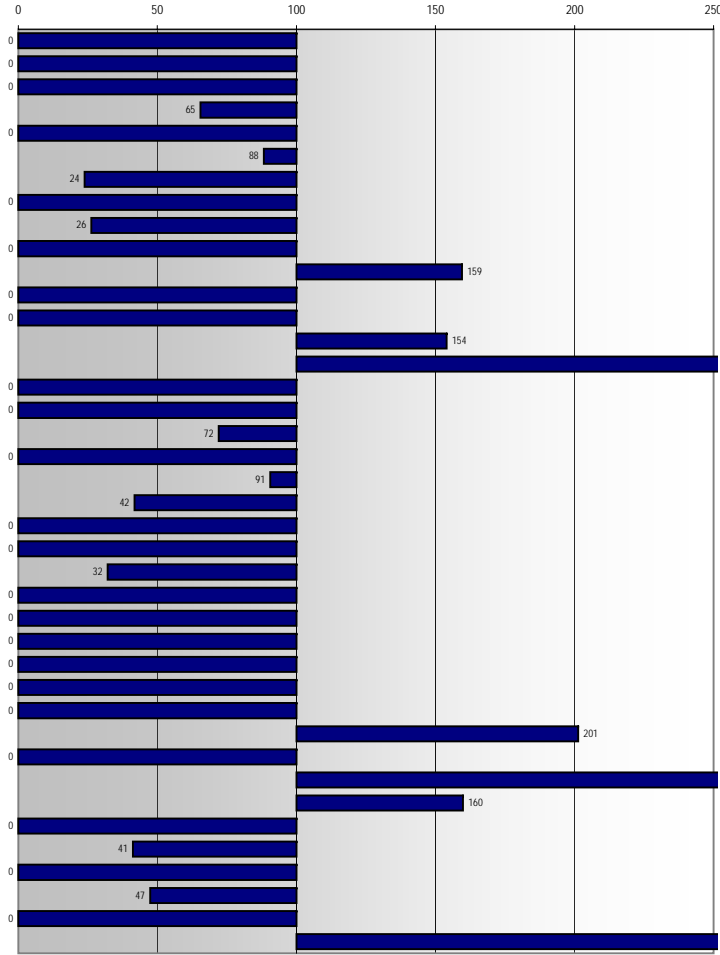


## Vacant Outlets

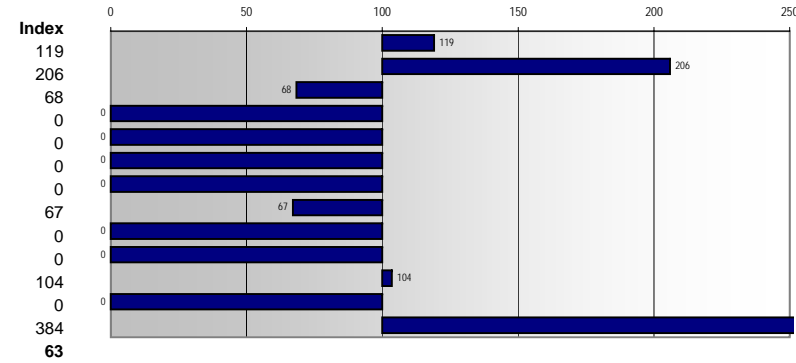
Vacant Retail & Service Outlets	25	18.38	9.53
<b>Total Number of Outlets</b>	<b>136</b>		



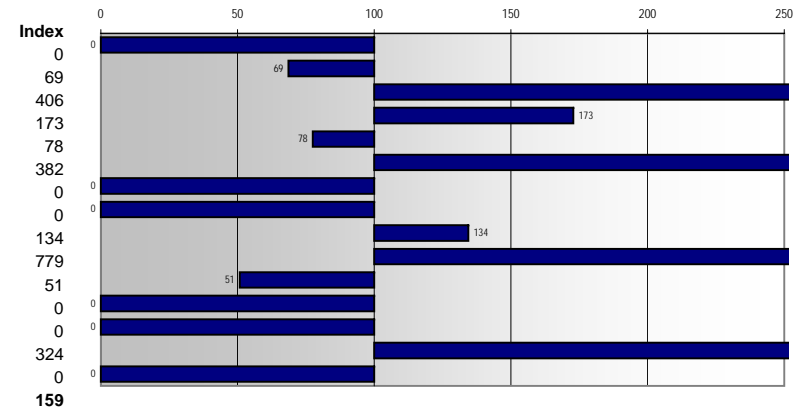
Sector Comparison	Classification	Floorspace	Area %	Base %	Index
	Antique Shops	0	0.00	0.25	0
	Art & Art Dealers	0	0.00	0.40	0
	Booksellers	0	0.00	0.60	0
	Carpets & Flooring	900	0.38	0.58	65
	Catalogue Showrooms	0	0.00	0.58	0
	Charity Shops	2,400	1.02	1.16	88
	Chemist & Drugstores	900	0.38	1.61	24
	Childrens & Infants Wear	0	0.00	0.58	0
	Clothing General	2,100	0.89	3.40	26
	Crafts, Gifts, China & Glass	0	0.00	0.70	0
	Cycles & Accessories	600	0.26	0.16	159
	Department & Variety Stores	0	0.00	6.45	0
	DIY & Home Improvement	0	0.00	1.26	0
	Electrical & Other Durable Goods	4,800	2.04	1.33	154
	Florists	2,000	0.85	0.30	280
	Footwear	0	0.00	1.21	0
	Furniture Fitted	0	0.00	0.35	0
	Furniture General	3,100	1.32	1.83	72
	Gardens & Equipment	0	0.00	0.06	0
	Greeting Cards	1,700	0.72	0.80	91
	Hardware & Household Goods	2,300	0.98	2.34	42
	Jewellery, Watches & Silver	0	0.00	0.85	0
	Ladies & Mens Wear & Acc.	0	0.00	0.80	0
	Ladies Wear & Accessories	2,500	1.06	3.31	32
	Leather & Travel Goods	0	0.00	0.12	0
	Mens Wear & Accessories	0	0.00	0.82	0
	Music & Musical Instruments	0	0.00	0.14	0
	Music & Video Recordings	0	0.00	0.47	0
	Newsagents & Stationers	0	0.00	0.77	0
	Office Supplies	0	0.00	0.12	0
	Other Comparison Goods	3,100	1.32	0.66	201
	Photographic & Optical	0	0.00	0.12	0
	Secondhand Goods, Books, etc.	2,400	1.02	0.13	814
	Sports, Camping & Leisure Goods	4,300	1.83	1.14	160
	Telephones & Accessories	0	0.00	0.59	0
	Textiles & Soft Furnishings	700	0.30	0.72	41
	Toiletries, Cosmetics & Beauty Products	0	0.00	0.89	0
	Toys, Games & Hobbies	800	0.34	0.72	47
	Vehicle & Motorcycle Sales	0	0.00	0.67	0
	Vehicle Accessories	4,200	1.79	0.30	593
	<b>Totals</b>	<b>38,800</b>	<b>16.50</b>	<b>39.30</b>	<b>42</b>



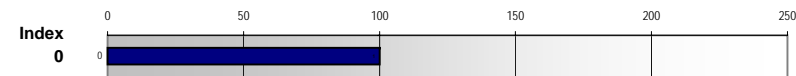
Convenience	Floorspace	Area %	Base %	Index
Bakers & Confectioners	2,300	0.98	0.82	119
Butchers	1,700	0.72	0.35	206
CTN	900	0.38	0.56	68
Convenience Stores	0	0.00	0.62	0
Fishmongers	0	0.00	0.05	0
Frozen Foods	0	0.00	0.76	0
Greengrocers	0	0.00	0.16	0
Grocers & Delicatessens	700	0.30	0.44	67
Health Foods	0	0.00	0.27	0
Markets	0	0.00	1.01	0
Off Licences	900	0.38	0.37	104
Shoe Repairs Etc	0	0.00	0.13	0
Supermarkets	73,000	31.05	8.08	384
<b>Total Convenience</b>	<b>79,500</b>	<b>33.82</b>	<b>13.63</b>	<b>63</b>



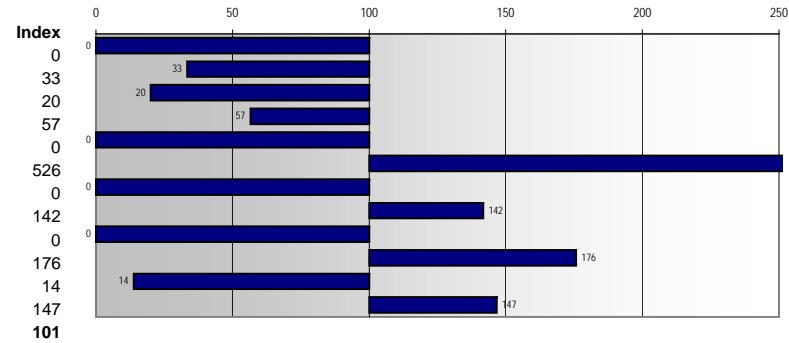
Retail Service	Floorspace	Area %	Base %	Index
Clothing & Fancy Dress Hire	0	0.00	0.03	0
Dry Cleaners & Launderettes	600	0.26	0.37	69
Filling Stations	800	0.34	0.08	406
Health & Beauty	11,200	4.76	2.76	173
Opticians	1,500	0.64	0.82	78
Other Retail Services	2,800	1.19	0.31	382
Photo Processing	0	0.00	0.13	0
Photo Studio	0	0.00	0.09	0
Post Offices	1,500	0.64	0.47	134
Repairs, Alterations & Restoration	1,600	0.68	0.09	779
Travel Agents	900	0.38	0.75	51
TV, Cable & Video Rental	0	0.00	0.00	0
Vehicle Rental	0	0.00	0.05	0
Vehicle Repairs & Services	5,000	2.13	0.66	324
Video Tape Rental	0	0.00	0.32	0
<b>Totals</b>	<b>25,900</b>	<b>11.02</b>	<b>6.95</b>	<b>159</b>



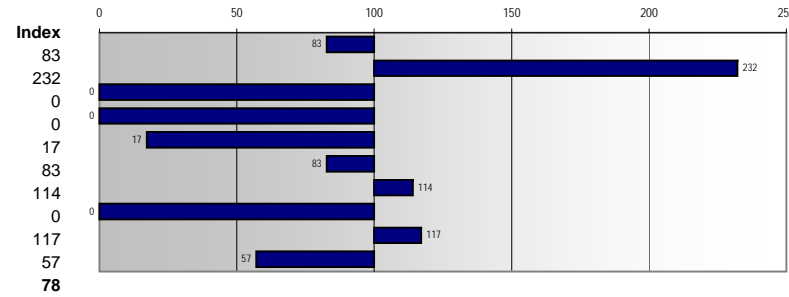
Other Retail	Floorspace	Area %	Base %	Index
Other Retail Outlets	0	0.00	0.11	0



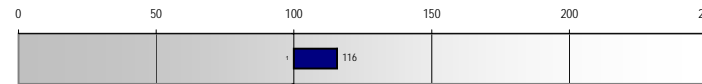
Leisure Services	Floorspace	Area %	Base %
Bars & Wine Bars	0	0.00	2.16
Bingo & Amusements	900	0.38	1.15
Cafes	700	0.30	1.49
Casinos & Betting Offices	1,100	0.47	0.83
Cinemas, Theatres & Concert Halls	0	0.00	1.48
Clubs	17,900	7.61	1.45
Disco, Dance & Nightclubs	0	0.00	0.49
Fast Food & Take Away	7,900	3.36	2.37
Hotels & Guest Houses	0	0.00	1.69
Public Houses	18,200	7.74	4.41
Restaurants	1,100	0.47	3.38
Sports & Leisure Facilities	5,000	2.13	1.45
<b>Totals</b>	<b>52,800</b>	<b>22.46</b>	<b>22.32</b>



Financial & Business Services	Floorspace	Area %	Base %
Building Societies	900	0.38	0.46
Building Supplies & Services	3,200	1.36	0.59
Business Goods & Services	0	0.00	0.08
Employment & Careers	0	0.00	0.40
Financial Services	400	0.17	0.99
Legal Services	1,700	0.72	0.87
Other Business Services	1,000	0.43	0.37
Printing & Copying	0	0.00	0.24
Property Services	5,100	2.17	1.85
Retail Banks	4,500	1.91	3.35
<b>Totals</b>	<b>16,800</b>	<b>7.15</b>	<b>9.21</b>



Vacant Outlets	Floorspace	Area %	Base %
Vacant Retail & Service Outlets	21,300	9.06	7.83
<b>Total Floorspace</b>	<b>235,100</b>		



## TERMS AND CONDITIONS

### 1. DEFINITIONS

"this agreement" means the terms and conditions hereunder and the correspondence between the parties attached hereto.

"Experian" means Experian Group Limited.

"the Client" means the person, firm or limited company to whom the Services are to be provided.

"the Information" means any information (in whatsoever form) provided to the Client by Experian in connection with the Services.

"the Media" means the records, tapes or other materials and documents by which the information is communicated to the Client.

"the Services" means the services to be provided by Experian to the Client more particularly described in the correspondence between the parties attached hereto.

### 2. CONTRACT TERMS

Subject to Clause 14 hereunder this Agreement shall be on the terms and conditions set out below to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with or referred to in any document delivered or sent by the client to Experian.

### 3. PAYMENT OF CHARGES

3.1 The charges for the Services ("the Charges") shall be specified by Experian to the Client.

3.2 The Client shall pay the Charges within 28 days of the date of Experian's invoice thereof.

3.3 Interest at an annual rate of 5% above Barclays Bank plc's base rate from time to time shall accrue daily and be calculated on a daily basis on any sum overdue from the date of invoice until payment in full of the Charges.

3.4 Unless expressly stated otherwise the Charges shall be exclusive of VAT (or any other duty chargeable in respect thereof) (which for the avoidance of doubt shall be payable by the Client in accordance with the terms and conditions hereof).

### 4. PROVISION OF THE SERVICES

4.1 Experian shall use all reasonable endeavours to ensure that the information is accurate in all material respects.

4.2 Save as provided in sub-clause 4.1 above or otherwise expressly provided in this Agreement or to the extent that it is unlawful for any said representations and warranties to be excluded Experian makes no representations or warranties whether express or implied (by statute or otherwise) in connection with the Services or use thereof by the Client or otherwise in connection with this Agreement.

4.3 The parties hereto agree that the time for the performance of Experian's obligations in connection with the Services shall not be of the essence in this Agreement.

### 5. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement:

5.1 Experian shall not be liable (whether in contract or in negligence (other than the liability in respect of death or personal injury arising out of the negligence of Experian its servants or agents) or other tort or otherwise) for any indirect or consequential loss of any kind whatsoever (including without limitation loss of profit or loss of business) suffered by the Client in connection with the Services.

5.2 Without prejudice to the provisions of sub-clause 4.1 above Experian's maximum aggregate liability hereunder (other than liability in respect of death or personal injury arising out of the negligence of Experian its servants or agents) whether for breach of this Agreement or otherwise and whether or not arising from the negligence of Experian or any other person involved directly or indirectly in the provision of the Services shall not exceed an amount equal to the Charges (exclusive of VAT) payable to Experian hereunder.

### 6. COPYRIGHT

Property and the copyright (and all other intellectual property rights) in the Media and the Information (other than any information which has passed to Experian by the Client in connection with the Services or which has been obtained from any third party by Experian which copyright and all other intellectual property rights as appropriate shall remain vested in such third party) shall at all times remain vested in Experian.

### 7. CONFIDENTIALITY

7.1 The Client undertakes that it shall use the Information solely for the purpose of its own business and shall not (without the prior written consent of Experian) copy reproduce publish or transmit any part of the Information in any manner whatsoever and the media shall be returned to Experian upon demand.

7.2 The Client undertakes with Experian that the Client shall permit access to the Information only to those of its authorised officers or employees who need to know or use the Information and that the Client shall procure that its offices and employees shall maintain in strictest confidence and not divulge communicate or permit access to any third party any confidential information relating to Experian.

7.3 For the purpose of sub-clause 7.2 hereof the expression "confidential information" shall mean (as the context may require)

7.3.1 the Information; and/or

7.3.2 any information concerning Experian's trade secrets or business dealings

transactions or affairs which may come to the notice of the client; and/or

7.3.3 any information and/or know how relating to the methods or techniques used by Experian in devising and developing the Services and any tapes documents or other materials comprising any part of such information and/or know how made available by Experian hereunder.

7.4 The provisions of sub-clause 7.2 hereof shall not apply to any confidential information to the extent that:

7.4.1 the Client is required to divulge the same by a Court Tribunal or government authority with competent jurisdiction

7.4.2 it has already come within the public domain

7.4.3 it was already known to the Client prior to the date of disclosure by Experian (as evidence by written records)

### 8. INDEMNITY

The Client shall indemnify and keep indemnified Experian from and against any and all liability loss claims demands costs or expenses of any kind whatsoever which shall at any time suffer or incur and which arise out of or in connection with the services provided that this indemnity shall not apply to the extent that any such liability arises of the default of Experian.

### 9. DATA PROTECTION ACT 1984

The Client undertakes that at all times they shall comply fully with the provisions of the Data Protection Act 1984 and any subsequent amendments thereto or re-enactments thereof.

### 10. TERMINATION

10.1 Experian shall be entitled to terminate this Agreement immediately by written notice to the Client if:

10.1.1 The Client is guilty of any material breach of the provisions of this Agreement and such breach if capable of remedy is not remedied within twenty one working days of written notice having been given to remedy such breach.

10.1.2 The Client has had a bankruptcy order made against it or has made an arrangement or composition with its creditors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the Client or for the granting of an administration order in respect of the Client or any proceedings have been commenced relating to the insolvency of the Client.

10.2 The termination of this Agreement shall be without prejudice to the rights of Experian accrued prior to such termination.

### 11. FORCE MAJEURE

Notwithstanding anything herein contained neither party shall be under any liability to the other in respect of any failure to perform or delay in performing any of the obligations hereunder which is due to any cause of whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purposes to be a breach of this Agreement.

### 12. ASSIGNMENT

The rights granted to the Client hereunder are personal to it and the Client shall not assign or grant any rights in respect of or otherwise deal in the same.

### 13. WAIVER

Failure by either party to enforce any of the provisions of this Agreement shall not operate as a waiver of any of its rights hereunder or operate so as to bar the exercise or enforcement thereof at any time or times.

### 14. VARIATIONS

This Agreement constitutes the whole of the terms agreed between the parties hereto in respect of the subject matter hereof and supersedes all previous negotiations, understandings or representations and shall be capable of being varied only by an instrument in writing signed by a duly authorised representative of each of the parties hereto.

### 15. NOTICE

Any notice to be given hereunder by either party to the other may be given by first class mail addressed to the party of the address herein specified or such other address as such party may from time to time nominate for the purpose hereof or by telex or telefax and shall be deemed to have been served.

15.1 if given by mail seventy-two hours after the same shall have been despatched and 15.2 if given by telex or telefax one hour after transmission (if transmitted during normal business hours) and twelve hours after transmission (if transmitted outside normal business hours).

### 16. SEVERANCE

This Agreement is severable in that if any provision hereof is determined to be illegal or unenforceable by any Court or competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

### 17. LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree that the English Courts shall have exclusive jurisdiction.