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17.5 Neither party’s delay or failure to perform any provision of this Licence, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.

17.6 Except in respect of a payment obligation, neither party will be held liable for any failure to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. For the purpose of this clause 17.6, “Force Majeure Event” means an event beyond the reasonable control of the affected party including strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, illness or disease.

17.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
17.8 Either party’s waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

17.9 Clauses 12.1 and 12.2 shall survive the termination of this Licence.

17.10 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of, or in connection with, this Licence will be subject to, and within, the jurisdiction of the courts of England.

END OF LICENCE

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

TAYLOR & FRANCIS:

BY: ___________________________ DATE: __________________
Authorised Signatory
Informa UK Limited (trading as Taylor & Francis)

Print Name:
Title:
Address:
Telephone No:
Facsimile:
E-mail:

************************************

BY: ___________________________ DATE: __________________
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Any late payment of invoices shall be subject to the provisions of clause 11.

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