

TERMS & CONDITIONS



BACKGROUND:

BTP Performance Ltd, a company registered in England Wales under company number 14926875, registered address Unit 7, Cart Barn, Barnfield Farm, Finedon Road, Finedon, NN9 5NQ provides business management consultancy, management and leadership training, workshop facilitation, coaching and keynote speaking services to business clients. These Terms and Conditions shall form the basis of contracts for the provision of services by BTP Performance Ltd to its clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “Applicable Laws” | means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Services, and to the Contract; |
| “Business Day” | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England; |
| “Business Hours” | means 9:00am to 5.00pm on a Business Day; |
| “Client” | means the party procuring the Services from the Service Provider under the Contract; |
| “Client Equipment” | means any and all equipment including computer hardware, systems, other resources provided or otherwise made accessible by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in the Order; |
| “Client Materials” | means any and all information, documents, and other materials provided by the Client to the Service Provider in relation to the provision of the Services including, but not limited to, any such materials set out in the Order; |
| “Commencement Date” | means the date on which the Contract shall enter into effect, as set out in Clause 2 (Basis of Contract); |
| “Confidential Information” | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| “Contract” | means the contract entered into by the Service Provider and the Client for the provision of Services in accordance with and on the basis of these Terms and Conditions; |

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| “Data Protection Legislation” | means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; |
| “Fees” | means any and all sums due under the Contract from the Client to the Service Provider in consideration of the Services, as set out in Clause 5 (Fees, Payment, and Records); |
| “Intellectual Property Rights” | means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world; |
| “Order” | means the Client’s order for the Services as set out in the Client’s purchase order form or in the Client’s written acceptance of the Service Provider’s quotation; |
| “Service Provider” | means BTP Performance Ltd, also referred to as ‘we’, ‘our’ and ‘us’ within this document; |
| “Services” | means the services to be provided by the Service Provider to the Client in accordance with the Contract, as fully defined in the Specification; |
| “Specification” | means the full description and specification of the Services as agreed in writing by the Client and the Service Provider. |

- 1.2 Any reference to “writing”, and any similar expression, includes a reference to any communication sent by email.
- 1.3 Unless expressly stated otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.
- 1.4 Unless expressly stated otherwise, legislation or a provision thereof, shall include all subordinate legislation made from time to time under that legislation or provision.
- 1.5 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time.
- 1.6 A reference to “the Contract” is a reference to the contract between the Parties as defined above in sub-Clause 1.1 and further set out below in Clause 2 (Basis of Contract).
- 1.7 A reference to a "Party" or the "Parties" refer to the parties to the Contract.

- 1.8 A reference to any other agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.
- 1.9 Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.
- 1.10 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of the Contract.
- 1.11 Words communicating the singular number shall include the plural and vice versa.
- 1.12 References to any gender shall include any other gender.
- 1.13 References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).
- 1.14 References to a company shall include companies, corporations, or other bodies corporate, however so and wherever incorporated or established.

2. Basis of Contract

- 2.1 An Order shall constitute a contractual offer by the Client to procure Services from BTP Performance Ltd in accordance with and on the basis of these Terms and Conditions.
- 2.2 An Order shall be deemed to be accepted by us upon us issuing our acceptance of that Order in writing.
- 2.3 Upon our issuing of written acceptance under sub-Clause 2.2, a Contract shall come into existence between the Client and BTP Performance Ltd. The date of our written acceptance shall be the Commencement Date of the Contract.
- 2.4 These Terms and Conditions shall form the basis of the Contract. Subject to Clause 17 (Variation) any other terms that the Client seeks to impose or incorporate into the Contract, or which are implied by trade custom, practice, or course of dealing shall be excluded from the Contract.
- 2.5 No advertising, promotional literature, descriptive matter, drawings, samples, catalogues, brochures, or similar material issued or published by us, in any format or medium, shall form part of the Contract or have any contractual force. Such material is provided by BTP Performance Ltd only for promotional purposes and for providing an approximate description of the services available from us.
- 2.6 Quotations issued by us shall not constitute a contractual offer capable of acceptance. Quotations are valid for a period of 30 days only from the date of issue.

3. Provision of the Services and Service Provider's Obligations

- 3.1 With effect from the Commencement Date, BTP Performance Ltd shall, throughout the term of the Contract, provide the Services to the Client.
- 3.2 We shall ensure that the Services conform at all times with the Specification in all material respects.

- 3.3 We shall use all reasonable endeavours to meet any obligations set out in the Order, but time will not be of the essence in the performance of these obligations.
- 3.4 We shall act in accordance with all reasonable instructions issued by the Client provided that such instructions are compatible with the Specification.
- 3.5 We shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to perform the part(s) of the Services to which they are assigned.
- 3.6 We shall use any Client Materials provided by the Client from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services. We shall hold any and all Client Materials in safe custody, at its own risk, and shall maintain the same in good condition. We shall return or dispose of Client Materials in its possession at the Client's option and on the Client's written instruction.
- 3.7 We shall use any Client Equipment provided (or made available) by the Client from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services. We shall use all such Client Equipment with care and in accordance with best practice at all times. We shall return Client Equipment in its possession on the Client's written instruction.
- 3.8 In the event that the Client provides access to the Client's premises and any other facilities that is or are agreed upon by the Parties to enable us to provide the Services, we shall use the same only to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with any written authorisation and instructions and (as further stated in sub-Clause 8.1.(c)) all applicable health and safety rules and regulations and security requirements in place at the Client's premises and such other facilities.
- 3.9 The provision of all services are subject to the cancellation provisions in Clause 13.

4. Client's Obligations

- 4.1 The Client shall ensure that all information that it provides in the Order shall be complete and accurate.
- 4.2 The Client shall give us such information, advice and assistance relating to the Services as may reasonably be required within sufficient time to enable us to perform the Services in accordance with the Order.
- 4.3 The Client shall comply with all applicable Health and Safety legislation and regulations whilst any employee or representative of BTP Performance Ltd are working on the Client's premises.
- 4.4 The Client shall appoint a primary contact to act as the Client's representative to liaise with us in connection with the Services.
- 4.5 The Client shall provide the facilities required for the us to carry out the Services, unless specifically stated to the contrary in the Agreement.
- 4.6 The Client shall notify us of any discrepancies in any documentation provided by us no later than 28 days from the date such documentation was sent to the Client. Any changes required to the documentation after this time will be chargeable.

4.7 If the Client fails to meet any of the provisions of this clause 4, without limiting other rights or remedies, BTP Performance Ltd shall: have the right to suspend performance of the Services until the Client remedies the default; not be held liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from the Client's default.

5. Fees, Payment, and Records

- 5.1 The Fees shall be set out in the Order. The Fees shall be the full and only consideration payable to BTP Performance Ltd with respect to its provision of the Services.
- 5.2 Unless the Parties agree otherwise in writing, the Fees shall include all costs and expenses incurred by BTP Performance Ltd, whether directly or indirectly, in connection with the provision of the Services.
- 5.3 We shall invoice the Client upon the completion of the Services unless otherwise specified in the Order.
- 5.4 All payments required to be made pursuant to the Contract in consideration of the Services shall be made within 30 days of issue of the relevant invoice to the Client.
- 5.5 Where any payment is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 5.6 All sums payable by the Client under the Contract shall be exclusive of VAT. In the event that any taxable supply for VAT purposes is made under the Contract by BTP Performance Ltd to the Client, the Client shall, upon receipt of a valid VAT invoice, pay such additional sums in respect of VAT as are chargeable on the supply of the Services at the same time that payment is due for the provision of the Services.
- 5.7 If the Client receives an invoice and reasonably believes that it is incorrect, it may dispute that invoice in good faith as follows:
- a) the Client shall notify BTP Performance Ltd in writing as soon as reasonably possible and practicable;
 - b) the Client shall not be deemed to be in breach of the Contract for failure to pay the disputed sums while such a dispute is ongoing;
 - c) the Client shall pay any sum which is not in dispute by the due date for payment;
 - d) following the resolution of the dispute, the Client shall pay the sum agreed between the Parties including any interest charged on that sum by BTP Performance Ltd, as calculated in accordance with sub-Clause 5.8 (from the original due date for payment);
 - e) in the event that BTP Performance Ltd is required to refund any sums to the Client, interest shall be added to such sums, as calculated in accordance with sub-Clause 5.8; and
 - f) following the resolution of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within 5 working days and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within 5 working days.

- 5.8 Without prejudice to sub-Clause 13.4 (termination for late payment), any sums which remain unpaid by the due date for payment under the Contract shall incur interest on a daily basis at a rate of 8% per annum above the base rate of the Bank of England from time to time, from the due date for payment until payment is made in full of any such outstanding sums, whether before or after judgment.
- 5.9 BTP Performance Ltd shall:
- a) keep or procure that are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Contract to be accurately calculated; and
 - b) at the reasonable request of the Client, allow the Client or its agent to inspect those records and books of account.
- 5.10 If the Client fails to make payment within the contracted time, then overdue debts will be passed to a third party collection agency. The Client will be liable for any additional collection charges incurred by such agencies.

6. Intellectual Property Rights

- 6.1 The Client (and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in any and all Client Materials.
- 6.2 The Client shall grant to BTP Performance Ltd a non-exclusive, fully paid-up, royalty-free, non-transferrable licence to use, copy, and modify the Client Materials for the term of the Contract only to the extent reasonably necessary for and only for the purposes of the provision of the Services.

7. Confidentiality

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party (such authorisation not to be unreasonably withheld), it shall, at all times during the term of the Contract and for a period of 3 years after its termination or expiry:
- a) keep confidential all Confidential Information;
 - b) not disclose any Confidential Information to any other party;
 - c) not use any Confidential Information for any purpose other than as contemplated by the Contract; and
 - d) ensure that (as applicable) none of its employees, directors, officers, agents, or sub-contractors does any act which, if done by that Party, would be a breach of the provisions of this Clause 7.
- 7.2 Subject to sub-Clause 7.3, either Party may disclose any Confidential Information to:
- a) any sub-contractors, substitutes, or suppliers;
 - b) any governmental or other authority or regulatory body;
 - c) any employee or officer of that Party or of any of the aforementioned persons, parties, or bodies.

- 7.3 Disclosure under sub-Clause 7.2 may be made only to the extent that it is necessary for the purposes contemplated by the Contract, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 7.2(b) or is an authorised employee or officer of such a body, the Party disclosing the Confidential Information under sub-Clause 7.2 must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 7.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 7.5 When using or disclosing Confidential Information under sub-Clause 7.4, the Party using or disclosing that Confidential Information must ensure that it does not use or disclose any part of that Confidential Information which is not public knowledge.
- 7.6 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.

8. Law

- 8.1 We shall, at all times, and at our own expense when performing our obligations under the Contract:
- a) comply with the Applicable Laws; and
 - b) comply with all applicable health and safety rules and regulations and security requirements in place at the Client's premises and any other facilities to which BTP Performance Ltd has access that is or are agreed upon by the Parties.
- 8.2 Each Party shall inform the other Party as soon as reasonably possible and practicable when it becomes aware of any changes to the Applicable Laws.

9. Data Protection

- 9.1 BTP Performance Ltd shall only use the Client's personal data as set out in the our Privacy Policy, available from www.btpperformance.com/privacy-policy.
- 9.2 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act (2018), the General Data Protection Regulations (2016/679) and any subsequent amendments thereto.
- 9.3 It is the responsibility of the Client to obtain permission to share personal information from any person whose personal information is shared with BTP Performance Ltd. We shall only use such information in relation to the provision of the service and will not use it for any other purpose.

10. Insurance

BTP Performance Ltd shall, for the term of the Contract and for a period of 12 months after its termination or expiry:

- 10.1 take out and maintain professional indemnity and public liability insurance with a reputable insurance company to cover the liabilities that may arise under or in relation to the Contract; and
- 10.2 on the Client's request, supply the Client with copies of current certificates of insurance and the receipt(s) for the then-current year's premium for each type of insurance.

11. Liability

- 11.1 As set out in Clause 10 (Insurance), BTP Performance Ltd shall obtain insurance cover with respect to its own liability. The Client shall be responsible for making its own arrangements for the insurance of any excess loss.
- 11.2 References in this Clause 11 to "liability" shall include every liability arising under or in relation to the Contract including, but not limited to, liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.
- 11.3 Nothing in the Contract shall limit or exclude either Party's liability under or in relation to the Contract for any form of liability which cannot be limited or excluded by law including, but not limited to:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) for the wilful misconduct of either that Party or that of its employees or agents; or
 - d) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession).
- 11.4 Neither Party shall have the right to benefit from any of the limitations or exclusions of liability set out in this Clause 11 in respect of any liability under or in relation to the Contract which arises out of the deliberate default of either that Party or of that Party's employees or agents.
- 11.5 Nothing in this Clause 11 shall limit or exclude either Party's payment obligations under the Contract.
- 11.6 Subject to sub-Clause 11.3 (liabilities which cannot be limited or excluded by law), sub-Clause 11.4 (no limitations or exclusions of liability in respect of deliberate default), and sub-Clause 11.5 (no limitations or exclusions of either Party's payment obligations), the following categories of loss shall be wholly excluded by the Parties and neither Party shall be liable under or in relation to the Contract for any such losses suffered by the other, whether directly or indirectly, or whether immediate or consequential:
 - a) loss of profits;
 - b) loss of sales or business;
 - c) loss of business opportunity;

- d) loss of agreements or contracts;
- e) loss of anticipated savings;
- f) loss of, or damage to, goodwill; or
- g) indirect or consequential loss.

11.7 Subject to the above provisions of this Clause 11, the Client's rights under the Contract shall be in addition to, and not exclusive of, any common law rights or remedies.

12. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, pandemic, epidemic or any other event that is beyond the control of the Party in question.

13. Termination or Rescheduling

13.1 Should the Client cancel or reschedule a training session, coaching session or Management Consultancy Service, we shall be immediately entitled to payment for:

- a) 100% of our fees if cancellation or rescheduling takes place within 48 hours or less of the date of the training course, or scheduled service delivery date
- b) 75% of our fees if cancellation or rescheduling takes place within 7 days or less of the date of the training course or scheduled service delivery date
- c) 50% of our fees if cancellation or rescheduling takes place between 8 – 14 days of the date of the training course or scheduled service delivery date
- d) 25% of our fees if cancellation or rescheduling takes place between 15 – 21 days of the date of the training course or scheduled service delivery date.

13.2 In the event of cancellation of any of our Services, we reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs, loss of contract and loss of profit, against the Client. We will also charge for any pre-booked travel, accommodation, meeting room and other costs we may have incurred. All such sums shall fall due for payment immediately.

13.3 If we have to cancel any training, coaching or Management Consultancy services or any other agreed service for any reason, we will give as much notice as possible, and will reschedule such session to another agreed date.

13.4 We shall be entitled to terminate this Agreement forthwith in the event that:

- a) The Client has failed to pay the Fees for a period exceeding 30 days and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 7 days;
- b) We give the Client 30 days' written notice whereby there will be no continuing liability by either Party;

c) The Client demands services which do not form part of the Services and which are not covered by this Agreement;

d) The Client fails to comply with the provisions of clause 20;

13.5 The Client shall be entitled to terminate this Agreement:

a) In the event that we fail, due to no fault of the Client, to render the Services to the Client in a timely manner and in accordance with the terms of this Agreement.

b) by giving us 22 days or more written notice of termination. In this event, any sums payable (reference Clause 13.2) must be paid to us at the same time as notice to terminate is given.

13.6 Either Party has the right to terminate the Agreement immediately if the other:

a) has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so;

b) or ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), or a receiver is appointed in respect of the whole or any part of its assets, or either Party reasonably believes that this is likely to occur.

13.7 In the event of termination, we shall retain any sums already paid to us by the Client without prejudice to any other rights we may have whether at law or otherwise, and all payments required under this Agreement shall become due and immediately payable.

13.8 With the exception of payment, any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this clause 13 on a pro-rata basis.

14. Effects of Termination

Upon the termination or expiry of the Contract for any reason:

14.1 any sum owing by either Party to the other Party under the Contract shall become immediately due and payable;

14.2 we shall immediately return any and all Client Materials and Client Equipment in our possession;

14.3 each Party shall (except to the extent referred to in Clause 7 (Confidentiality)) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information;

14.4 termination or expiry shall not affect or prejudice any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry including, but not limited to, the right to claim damages or any other remedy in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

14.5 any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the termination or expiry of the Contract shall remain in full force and effect.

15. No Waiver

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

17. Variation

Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by the Parties (or their authorised representatives).

18. Severance

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

19. Assignment and Sub-Contracting

19.1 The Client shall not be entitled to assign the benefits under the Agreement.

19.2 We may sub-contract the performance of any of our obligations under the Agreement without the prior written consent of the other Party. However, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

20. Third Party Rights

20.1 No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

20.2 Subject to this Clause 20, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

21. Relationship of the Parties

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

22. Notices

- 22.1 All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 22.2 All notices under the Contract shall be addressed to the most recent postal address or email address given on the website or as otherwise notified in writing by either Party to the other from time to time.
- 22.3 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger during the normal business hours of the recipient; or
 - b) when sent, if sent by email during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume; or
 - c) at 12.00pm on the second Business Day following first-class mailing or at the delivery time recorded by the relevant delivery service.
- 22.4 For the purposes of this Clause 22, "normal business hours" shall mean 9:00am to 5:00pm, Monday to Friday on a day that is not a public or bank holiday.

23. Copyright

- 23.1 We reserve all copyright and any other right (if any) which may subsist in the provision of services. We reserve the right to take such action as may be appropriate to restrain or prevent infringement of such copyright.
- 23.2 We will grant a non-exclusive licence to the Client to copy any documents or materials provided by us as part of work wholly commissioned by the Client provided that distribution of any such copies is exclusively within the Client's organisation, and where a branch of the Client's organisation is specified in the Agreement, this non-exclusive licence shall be granted solely to the branch specified therein. The Client agrees not to use any such materials for training purposes without our consent.
- 23.3 The Client warrants that any document or instruction furnished or given by them shall not cause us to infringe any letter patent, registered design or trademark in the execution of these services and shall indemnify them against all loss, damages, costs and expenses awarded against or incurred by them in settlement of any such claim for infringement which results from our use of the Client's information.

24. Entire Agreement

- 24.1 The Contract constitutes the entire agreement between the Parties with respect to its subject matter.

- 24.2 Each Party acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.
- 24.3 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Agreement, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.

25. Complaints and Dispute Resolution

- 25.1 Any complaints must be made in writing to us within 28 days. We will endeavour to resolve all disputes amicably and professionally within 14 working days. Should the dispute take longer, we will notify the Client accordingly.
- 25.2 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties, who have the authority to settle the same.
- 25.3 During the resolution process, the Client must give us the opportunity to investigate the complaint before corresponding with any other party, including discussions online or on social media sites. Breach of this clause 25.3 will include a breach of the terms applying to this process and as a result the resolution process will be put on hold. In these circumstances, we may place the Services on hold pending further action.
- 25.4 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this clause 25 shall be final and binding on both Parties.

26. Updating These Terms and Conditions

We may revise these Terms and Conditions from time to time. In this event, we will issue the updated version to the Client in writing. Unless we receive queries or comments from the Client within 14 days from the date of issue, the Client will be deemed to have accepted the updated Terms and Conditions, which shall then apply between us and the Client.

27. Law and Jurisdiction

- 27.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 27.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.