

EDAPT (UK) LTD

TERMS AND CONDITIONS FOR SUBSCRIBERS

Version 3.0

Date Effective: 25th May 2018

1. Who We are

Edapt (UK) Limited is a company registered in England and Wales with company number 07830046 and whose registered office is at 111 Piccadilly, Piccadilly, Manchester, M1 2HY (**We, Us, Our**).

2. Glossary of Key Terms and references

The following words and expressions shall take the following meanings in these terms and conditions (Terms):

Additional Services: means the services described as such on the Website and which are to be provided by Third Party Providers.

Business Day: any day which is not a Saturday, Sunday or public bank holiday in England.

Commencement Date: the date on which We notify You of Our acceptance of the offer for a Subscription.

Minimum Term: means 12 months (or if longer such other period as agreed between You and Us).

SAP: means an agreement between the School and Us for Us to provide You with the Services on these Terms.

School: means the school or education provider with whom You are employed.

Statute or statutory provision: means that relevant statute or statutory provision as amended, extended or re-enacted from time to time.

Services: means the Support Services and the Additional Services.

Support Services: means the employment support services more particularly described from time to time as such on the Website.

Subscription: means your legally binding contract with Us for the receipt of the Services formed on the basis of these Terms (and any documents referred to herein, any written quotation (where applicable) issued by Us to You or other information outlined on the Website) whether taken out by You acting individually or by the School and for which You are entitled by virtue of your employment with the School and which You may or may not have individually supplemented.

Subsequent Term: shall take the meaning given to it in clause 5.

Third Party Provider: means a competent and regulated provider of the Additional Services.

Website: means www.edapt.org.uk and other domains owned by Us.

Written or writing: includes email, but not fax.

3. These Terms

These are the Terms on which We provide the Support Services to You. Please read these Terms carefully before making your Subscription as by doing so You agree to be bound by these Terms. If You think that there is a mistake, please contact Us to discuss it, and please make sure that You ask Us to confirm any changes in writing to avoid any confusion between You and Us. Please understand that if You refuse to accept these Terms, **You will not be able to Subscribe** to receive the Services.

4. Provision of the Services and Changes

We shall provide the Support Services to You using all reasonable care and skill and shall also provide You with access to the Additional Services. Nothing within these Terms shall impair or restrict your rights as a consumer under and the Consumer Rights Act 2015.

We shall provide the Support Services either via telephone, email or in person at Our election and dependent on the requirements of the individual situation.

The Additional Services shall be provided in accordance with any limitations and exclusions outlined on the Website and the Third Party Provider’s own terms and conditions, which You shall be required to agree and adhere to. Your receipt of the Additional Service shall be at no additional cost to You and is funded by Our agreement with the relevant Third Party Provider.

Please be aware that there is a limit of £100,000 which will apply to each case under the following circumstances:

What’s Included?

<p>1 EMPLOYMENT</p> <p>A dispute with your current, former or prospective employer relating to your contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:</p> <ul style="list-style-type: none"> a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland, <p>have been concluded.</p> <p>You are required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p> <p>Where You qualify to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by You to HM Courts & Tribunals Service.</p>	<p>What is not supported</p> <p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disputes relating solely to personal injury b) defending any claim other than defending an appeal; c) legal costs & expenses for an employer’s internal disciplinary or an employee’s grievance hearing or appeal; d) fees that are recoverable from an employer or ex-employer by order of the court or where You qualify to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service; e) a compromise or settlement agreement between You and You.
<p>2 LEGAL DEFENCE</p> <ul style="list-style-type: none"> a) Work An alleged act or omission by You that arises from your work as an employee and results in: <ul style="list-style-type: none"> (i) You being interviewed by the police or others with the power to prosecute; 	<p>What is not supported</p> <p>Any claim relating to:</p> <ul style="list-style-type: none"> a) owning a vehicle or driving without motor insurance or driving without a valid driving licence; b) a parking offence.

<ul style="list-style-type: none"> (ii) a prosecution being brought against You in a court of criminal jurisdiction; (iii) civil proceedings being brought against You under unfair discrimination laws. <p>b) Motor A motoring prosecution being brought against You.</p> <p>c) Other</p> <ul style="list-style-type: none"> (i) a formal investigation or disciplinary hearing being brought against You by a professional or regulatory body; (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the appointed advisor or whilst on jury service up to an amount which does not exceed £100 per day or part thereof less whatever is recoverable from the court tribunal or your employer and which is subject to a maximum of £1,000. 	
<p>3 PERSONAL INJURY</p> <p>A sudden event directly causing You physical bodily injury or death.</p>	<p>What is not supported</p> <p>Any claim relating to:</p> <ol style="list-style-type: none"> 1) A condition, illness or disease which develops gradually over time; 2) Mental injury, nervous shock, depression or psychological symptoms where You have not sustained physical injury to your body; 3) Defending any dispute other than an appeal.

We are not a Trade Union, as defined by Trade Union and Labour Relations (Consolidation) Act 1992, and nothing under these Terms shall be deemed to be a direct replacement for Trade Union representation.

Changes

We may vary, revise, add to or reduce the Services provided by Us from time to time, and/or these Terms at any time, by amending the descriptions of the Services detailed on the Website. We will notify You of any material change to the Services but You are expected to check the Website from time to time to take notice of any other changes made, as they may be binding on You. Minor changes to the Services may be made to reflect relevant laws and regulatory requirements or to implement technical adjustments and improvements but they will not affect Your enjoyment of the Services.

Where the nature of the Services are changed in any material respect, You will have the right to terminate your Subscription. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Website.

Where We update these Terms, We shall notify You of any such changes which You hereby agree and acknowledge shall (unless otherwise agreed in writing between the parties (or their authorised representatives)) automatically come into force at the beginning of the next Subsequent Term thereafter. Where We notify You of the coming into force of any changes that You do not agree to and You have not served the requisite notice to terminate your Subscription at the end of the Minimum Term then We may still permit You to terminate your Subscription at the end of the Minimum Term.

5. Your Subscription

Individual Subscription

The Services which You shall receive from Us under your Subscription shall be determined by reference to the relevant Subscription taken out by You. You shall be required to provide Us with various personal information as part of the Subscription process, which must comply with the specified form and any other requirements notified to You by Us.

Your Subscription shall commence on the Commencement Date and remain in force for the Minimum Term unless terminated earlier in accordance with clause 13 below.

Your Subscription shall automatically continue thereafter (**Subsequent Term**) unless either party notifies the other party of its intention to terminate at any point during the Subsequent Term. Such notice may also be given by selecting the 'CANCEL SUBSCRIPTION' (or similar) button within Your account area Our Website.

For illustrative purposes, where the Commencement Date is 1 January, notice must have been served by 31 November in order for your Subscription to terminate at the end of the Minimum Term and avoid subsequently rolling over into a Subsequent Term.

Please be aware that in order to continue receiving the Services, You must continue to make all payments due under your Subscription.

Staff Assistance Package

Rather than taking out a Subscription yourself, it may be that the School has taken out a SAP entitling You to a Subscription. The School shall have no say as to whether or not You are entitled to receive the Services under such a Subscription but in the event that the School is in breach of the SAP then this may affect your ability to receive the Services.

You agree and acknowledge that In the event that the School has entered into a SAP:

- (a) the Subscription shall remain in force for as long as You are in employment with the School which has purchased the SAP and the School renews the SAP with Us;
- (b) where You require any Excluded Services You may take out an upgraded Subscription with Us directly in accordance with these Terms (in relation to any applicable exclusions an upgraded Subscription shall only be deemed to have begun on the date of the upgraded Subscription being taken out) and which shall both run concurrently thereafter and automatically terminate concurrently with the School's SAP. For the avoidance of doubt You shall not be entitled to receive the Excluded Services in respect of any matter the facts and circumstances of which arose before the date on which the upgraded Subscription commences;
- (c) where the School's SAP is terminated, the continuance in force of your Subscription shall be dealt with as set out below;
- (d) You are responsible for updating Us of changes in your employment status and ensuring You are subscribing under the correct level of subscription.

In the event that the School's SAP is terminated then in order to remain eligible to continue to receive the Services, You shall be required to take out your own individual Subscription in accordance with these Terms.

General

We shall assign to You a Subscriber Number and inform You of it when We confirm your Subscription. Please quote your reference number in all subsequent correspondence with Us. You will need to create a password as part of Our security procedures upon Subscription. This password is confidential, and You must not disclose it to any third party. We have the right to disable any reference number or password, whether chosen by You or allocated by Us, at any time, if in Our opinion You have failed to comply with any of the provisions of these Terms.

By making an application for a Subscription, You expressly agree that You request Us to commence with the performance of the Services within the cancellation period referred to within clause 5 below.

We reserve the right to refuse any application for a Subscription at Our discretion. We are unable to accept an application for a Subscription if You are on The Teaching Agency list of prohibited teachers and/or have received a prohibition order or are currently subject to an interim prohibition order.

Where You would like a third party individual to deal with Us on your behalf then You must provide Us with written authorisation for such individual to do so together with notice in writing indicating that individual's willingness to so act on your behalf. You agree and acknowledge however, that even in the event of appointing a third party to act on your behalf, We may still require You to provide Us with instructions or information.

If We are unable to accept an application for a Subscription, We will inform You of this in writing and no Subscription shall be created.

You will notify Us promptly in writing of any changes in facts or circumstances relevant to your Subscription.

6. What We Aren't

Whilst We can provide You with access to regulated services, We are not regulated by the Solicitors Regulation Authority, the Financial Conduct Authority or the Prudential Regulation Authority and cannot Ourselves provide You with any services which require regulation by any of these bodies.

We are not trained counsellors and some circumstances may require You to contact counselling service providers which specialise in this area. Whilst We cannot recommend one provider over another, one such provider of these services is the Education Support Partnership.

We are not a Trade Union or an insurance company.

7. Cancellation

Your Rights to Cancel under the Consumer Contracts Regulations 2013

You have the right to cancel your Subscription within 14 days without giving any reason. The cancellation period will expire after 14 days from the Commencement Date. To exercise the right to cancel, You must inform Us at the details set out in clause 16 below of Your decision to cancel your Subscription by a clear statement. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

If You cancel your Subscription, We will reimburse to You all payments received from You, provided that We may make a deduction from the reimbursement of an amount which is in proportion to what has been performed until You have communicated Us Your cancellation from your Subscription, in comparison with the value of your Subscription.

Our Rights to Cancel

We may have to cancel your Subscription before the provision of any Services, due to an event outside Our control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact You if this happens. Upon such cancellation, if You have made any payment in advance for Services that have not been provided to You. We will refund these amounts to You.

8. Eligibility for the Services

Your Circumstances

By Subscribing for the Services, You make a promise to Us that You are:

- (a) either:
 - (i) a teacher, teaching assistant, school support staff; or
 - (ii) a peripatetic teacher, multi academy trust or local education authority teacher; and
- (b) currently employed in a school, local authority, independent school, multi-academy trust or supply teaching capacity, or further education institution in England and Wales.

What Might Affect You Receiving the Services

We will need certain information from You that is necessary for Us to provide the Services. We will contact You in writing about this and if You do not, after being asked by Us, provide Us with this information, or You provide Us with incomplete or incorrect information then We may:

- (a) be delayed from or unable to provide You with the Services; and/or
- (b) suspend the provision of the Services; and/or
- (c) be required to contact You further or otherwise undertake additional work and You understand that We may make an additional charge of a reasonable sum to cover any such additional work.

You should contact Us immediately if any facts or circumstances or other issues arise in respect of which You think You are in need of the Services. If You delay in contacting Us, this may affect any cover which You have under the Subscription and Your ability to receive the Services in any particular circumstances.

Please be aware that it shall be at Our (or the Third Party Provider's) absolute discretion (as the case may be) and without reason as to whether You may receive the Services, without limitation in any of the following situations:

- (a) if any matter or issue arises in connection with work undertaken by You for any trade union;
- (b) in respect of facts and circumstances which arose before the Commencement Date (**Pre Existing Issue**) but in any event You must notify Us of any such Pre Existing Issue at the point at which You make an application for your Subscription;
- (c) where You have already sought or are concurrently seeking advice from a trade union or a third party provider of legal services;
- (d) where You have been found to or are reasonably considered to have provided any information which is untruthful or where You have been dishonest to Us or a Third Party Provider in any way;
- (e) where the matter relates to your professional conduct such that You are or may be subject to any action or investigation by the National College for Teaching and Leadership, EWC or other regulatory body or authority;
- (f) where a Third Party Provider considers that the prospects of success for You in relation to bringing any employment claim in the Employment Tribunal are 50% or less;
- (g) where a third party has issued instructions on your behalf and a Third Party Provider is unable to verify those instructions with You or has any reason to doubt that You have

- (h) given such third party authorisation to issue instructions on your behalf; where We suspend or terminate your Subscription in accordance with these Terms for any reason;
- (i) where You follow any advice other than that provided to You by Us or a Third Party Provider;
- (j) where a Third Party Provider's provision of the Additional Services would result in a conflict of interest;
- (k) where You breach a Third Party Provider's terms and conditions in connection with its performance of the Additional Services;
- (l) where the School is in breach of its SAP or the SAP is terminated or suspended;
- (m) where You are carrying out any employment in any capacity other than in accordance with these Terms.

Where You are found to commit any of the above actions, We may deem this to be a material breach of these Terms.

We will not be liable for any delay or non-performance of the Services in accordance with this clause.

9. The Website

The Services and the Website are provided "as is" and on an "as available" basis and We reserve the right to withdraw, suspend or amend the Services We provide on the Website without notice (see below).

Your use of the Website is subject to Our Website Terms of Use Policy, accessible via <https://www.edapt.org.uk/terms> but for the avoidance of doubt We will not be liable if for any reason the Website is unavailable at any time or for any period. We give no warranty that the Website will be free of defects and/or faults or that all of the information set out on it is up to date, complete or accurate. To the maximum extent permitted by law We provide no warranties (express or implied) of fitness for a particular purpose accuracy of information compatibility and satisfactory quality.

10. Price and Payment

The price of the Services will be as specified on the Website at the time of your Subscription. Our prices may change at any time, and any promotional price will be subject to the terms of each individual promotion as specified from time to time. Upon Subscription You will select Your preferred payment method from those specified as being available to You on the Website at that time.

If You have obtained a School Subscription then the payment method shall have been agreed as between the School and Us and You will instead be issued with a unique redemption code to input at Subscription in satisfaction of payment for Your subscription. Please be aware in this case however that You shall have to make payments:

- (a) in respect of any Excluded Services, which You have upgraded Your account to include as per clause 3 above; and
- (b) where You wish to continue to receive the Services following the termination of the agreement between Us and the School.

If You do not pay Us for the Services when You are supposed to, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts and without any liability to You. We will contact You to tell You this. Furthermore, We may also charge interest on the overdue amount at the rate of 4% above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

11. Our Liability To You

We are responsible to You for foreseeable loss and damage caused by Us.

If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking of your Subscription or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time your Subscription was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.

We do not exclude or limit in any way our liability to You where it would be unlawful to do so.

This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services under the Consumer Rights Act 2015.

Disclaimer.

You agree and acknowledge that commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents to the greatest extent permitted by law.

12. Intellectual Property Rights

We are the owner or the licensees of all intellectual property rights in the Website and in the material published on it or otherwise provided by Us to You. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Please have reference to Our Website Terms of Use Policy, accessible via www.edapt.org.uk/terms

13. Termination

Without affecting any other right or remedy available to it, either party may terminate your Subscription with immediate effect by giving written notice to the other party if:

- (a) The other party fails to make a payment on the due date for payment and/or in your case, the payment method for your Subscription is cancelled;
- (b) The other party commits a material breach of any of these Terms (except an obligation to make a payment) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 Business Days after being notified in writing to do so;
- (c) The other party repeatedly breaches any of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms;
- (d) You become subject to a prohibition order or an interim prohibition order;
- (e) The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (f) The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (g) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (h) An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (i) The other party (being an individual) is the subject of a bankruptcy petition or order;
- (j) The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;

- (k) The holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (l) A person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (m) A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 10 Business Days;
- (n) Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 10(e) – (m) above (inclusive); or
- (o) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

In any of the circumstances in which We may terminate your Subscription above, We may suspend performance of Our obligations without liability to You.

14. Consequences of Termination

On termination of your Subscription (except in the circumstances set out in clause 5):

- (a) You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and following receipt of an invoice for the same, any payments which would have been made for the remainder of the Minimum Period (or a Subsequent Term, as the case may be);
- (b) We and any Third Party Provider shall immediately cease to provide the Services; and
- (c) any clause which expressly or by implication should remain in force shall so remain in force.

Termination of your Subscription shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. Confidentiality

You undertake that You shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us, Our employees, agents, consultants or subcontractors and any other confidential information concerning your Subscription, Our business or Our services.

You shall not use Our confidential information for any purpose other than to exercise Your rights and perform Your obligations under or in connection with your Subscription.

16. How We may use Your Personal Data

We shall deal with Your personal data in accordance with the Data Protection Act 2018 (DPA); however, for full information about how We use Your personal data please read Our Privacy Policy, accessible via www.edapt.org.uk/privacy and which shall form part of Your Subscription, as amended from time to time. In summary, We will use the personal data You provide to Us to (and where applicable (where and to the extent that You have positively opted-in to receive the same)):

- (a) deal with Your Subscription and your Subscription;
- (b) provide the Services including passing your personal data to Third Party Provider;
- (c) process your payment for such Services; and
- (d) inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

Both parties will comply with all applicable requirements of the DPA and without prejudice to the generality of this clause, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of the Contract.

We shall, in relation to any personal data processed in connection with the Subscription:

- (a) ensure that We have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of Our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Us);
- (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (c) not transfer any personal data outside of the European Economic Area unless Your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) appropriate safeguards in relation to the transfer have been provided;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) We comply with Our obligations under the DPA by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the personal data.

You consent to Us appointing the Third Party Providers as a third-party processor of personal data under the Subscription. As between You and Us, We shall remain fully liable for all acts or omissions of any Third Party Provider appointed by Us pursuant to this clause.

17. Notices

Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business or residence (in any other case) or sent by email to the address provided (in Your case) or set out in these Terms (in Our case) or otherwise notified by one party to the other.

Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service and if sent by email, at 9.00am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Issues with the Services and Contacting Us

If You have any questions or in the unlikely event that there is any issue with the Services please don't hesitate to contact Us. If there is an issue with the Services then We will want to make sure that this is rectified and so please bear with Us whilst We try to fix any issues which You have.

For these purposes, You may contact Our customer service team:

- (a) By telephone on: 0207 345 3998
- (b) By email on: info@edapt.org.uk
- (c) In writing at: 111 Piccadilly, Manchester, M1 2HY

Following Your contact please be assured that We'll do Our best to get back to You as soon as We can.

19. Miscellaneous

If Our performance of any of Our obligations under these Terms is delayed by an event outside Our control then We will contact You as soon as possible to let You know and will take steps to minimise the effect of the delay. We shall not be liable to You in any way for any event beyond Our control.

Your Subscription is personal to You and You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under your Subscription. We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of Our rights under your Subscription.

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

The rights and remedies provided under your Subscription are in addition to, and not exclusive of, any rights or remedies provided by law and without prejudice to any of your rights as a consumer.

Your Subscription constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

Nothing in these Terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

No one other than a party to your Subscription, their successors and permitted assignees, shall have any right to enforce any of its terms.

Your Subscription and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with your Subscription, its subject matter or formation.