

NICKY CLINCH

STANDARD TERMS & CONDITIONS: DIGITAL PROGRAMMES

Background

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms under which We will provide our digital programmes to You. Please read these Standard Terms & Conditions carefully and ensure that You understand them before agreeing to purchase a place on any of our digital programmes, and print off a copy for Your records. You will be required to read and accept these Standard Terms & Conditions when purchasing a place on any of our digital programmes. If You do not agree to be bound by these Standard Terms & Conditions, You will not be able to purchase a place on, or participate in, those digital programmes.

1. Definitions and Interpretation

In these Standard Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance” means Our acceptance of Your Order of a place on the Programme;

“Account” means an account created by Us for You on the Platform through which You will be given access to the Programme Materials;

“Agreement” means the agreement between You and Us pursuant to which We shall provide the Programme on the terms set out in these Standard Terms & Conditions;

“Commencement Date” means the date on which You enter into the Agreement with Us;

“Confidential Information” means information which is confidential in nature or which is or may be commercially sensitive, and which is disclosed as a result of or in connection with Your participation in the Programme.

Confidential Information may include (but is not limited to):

(1) information of a secret, sensitive or confidential nature which is disclosed by You to Us in the course of the Programme;

(2) information of a secret, sensitive or confidential nature relating to Our business, dealings, affairs, practice, accounts, finances, trading, software or know-how, and includes the Programme Materials; and / or

(3) information of a secret, sensitive or confidential nature which is disclosed in the course of the Programme by another Programme participant, whether to You individually or in the context of group discussions;

and in each case, whether that disclosure is made orally or in writing, and whether or not the information is expressly stated to be confidential or marked as such.

“Consumer”	means an individual who enters into the Agreement for their personal use and for purposes wholly or mainly outside the purposes of a business and who shall accordingly be “Consumer” for the purposes of the Consumer Rights Act 2015 (and associated legislation) and for the purposes of the Agreement;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications);
“Fees”	means the fees payable for the Programme as set out in Clause 7;
“Intellectual Property Rights”	means: <ul style="list-style-type: none"> (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights in or in relation to Our Confidential Information; (d) rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c) which now or in the future may subsist; and (e) the right to sue for past infringements of any of the foregoing rights;
“Order”	means an order submitted by You via Our website for a place on the Programme;
“Platform”	means the Kajabi online platform accessed via Our website, through which We may release the Programme Materials to You, or such other online platform as We may use from time to time;
“Programme”	means the ‘21 Days of Expansion’ digital programme, and such other digital programmes as We may offer from time to time;

“Programme Materials”	means any and all materials to which You may have access as a result of Your participation in the Programme (including but not limited to any live or recorded sessions, audio or video files and any other recorded material delivered by Us or on Our behalf; webinars and any written materials (including but not limited to workbooks, worksheets, presentations and other downloadable materials) whether in soft or hard copy);
“Programme Participant”	means the participants in a Programme in which You are taking part;
“Term”	shall have the meaning set out in Clause 2.4;
“Us” or “We”	means Nicky Clinch Limited, a company registered in the United Kingdom under number 10347565 and VAT number GB303200283, whose registered office address is at Ground Floor, 45 Pall Mall, London, United Kingdom, SW1Y 5JG; and
“You”	means the person to whom We shall provide the Programme under the Agreement.

2. Agreement and Term

- 2.1 In order to take part in the Programme, You will first need to submit an Order through Our Site.
- 2.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer to purchase a place on the Programme. We may, at Our sole discretion, accept that offer. Our acceptance is indicated by Us sending You, by email, Our acceptance of Your application. Only once We have sent Our acceptance and You have paid the Fee will there be a legal, binding Agreement between You and Us.[\[Ma1\]](#) [\[EG2\]](#)
- 2.3 We will provide the Programme to You on the terms set out in these Standard Terms & Conditions.
- 2.4 The Agreement shall come into force on the Commencement Date and shall continue until We have delivered the Programme in full, or until the Agreement is terminated earlier in accordance with Clauses 10 - 12 below.

3. The Programme

- 3.1 The content of the Programme shall be as described on Our Site and may at Our discretion include:
- 3.1.1 live sessions delivered via Facebook (or such other online platform as We may determine from time to time);
 - 3.1.2 access via the Platform to the Programme Materials; and/ or
 - 3.1.3 access to a private Facebook Group for Programme Participants.
- 3.2 In providing the Programme to You, We shall be acting as an independent coaching provider. Nothing in the Agreement shall be deemed to create any:
- 3.2.1 partnership, joint venture or agency between You and Us;
 - 3.2.2 employment relationship between You and any of Our staff; or
 - 3.2.3 other fiduciary relationship between You and Us,

other than the contractual relationship expressly provided for in the Agreement.

3.3 The Programme provided by Us (and any persons engaged by Us) under the Agreement will at all times be under Our exclusive supervision, direction and control.

3.4 We shall make all reasonable efforts to ensure that the general description of the Programme which appears on Our Site corresponds to the actual Programme that will be provided to You. However, We reserve the right to update and / or change the precise nature and contents of the Programme from time to time, at Our sole discretion.

3.5 We expect You to satisfy Yourself that the Programme will meet Your needs. We do not make any guarantee that You will obtain a particular outcome, result, professional qualification, employment or other opportunity from the Programme. Decisions as to whether and how to incorporate the principles covered in the Programme into Your personal or professional life are entirely Your responsibility.

3.6 You understand that any testimonials provided on Our website do not and are not intended to represent or guarantee that any other recipient of the Programme will receive the same or similar results.

3.7 You understand that the Programme is not intended to be a substitute for legal, financial, medical, psychological or other professional advice or counselling, and that it is Your responsibility to seek such independent professional advice or counselling where necessary.

4. Scheduling of live sessions

4.1 Depending on the Programme selected by You, You may (at Our discretion) be offered the opportunity to take part in live sessions via Facebook or such other platform as We may determine. Any such live session(s) will take place at the dates and times scheduled by Us. You understand that:

4.1.1 We will advise You of the dates and times of any live sessions in advance;

4.1.2 the dates and times advised to You may be subject to change, depending on the availability of the persons delivering the Programme and other matters which may be beyond our control;

4.1.3 the dates and times of live session(s) cannot be rescheduled; and

4.1.4 no refunds will be given in respect of missed live session(s).

5. Our obligations

5.1 In providing the Programme to You, We shall act at all times with reasonable skill and care, consistent with prevailing standards in the maturation coaching industry in the United Kingdom.

5.2 We shall ensure that any persons engaged by Us to provide the Programme to You have the requisite skills and experience to provide the Programme.

5.3 You understand that the Programme that We provide is not exclusive to You. You acknowledge and accept that We provide the same or similar coaching services to other Programme Participants and third parties.

5.4 Our obligations to You under the Agreement are limited to providing the Programme. Any request You may make for additional advice or assistance outside the scope of the Programme shall not be included in the Fees. We may at Our sole discretion decline to deal with any such request. If We do agree to deal with any such additional request under this Clause 5.4, We may impose an additional charge for Our time. Any such charge will be agreed with You in advance.

5.5 We will make every reasonable effort to provide the Programme Materials in a timely manner, at the date(s) and time(s) advised to You. In certain circumstances, including (but not limited to) where We encounter a technical issue, We may need to postpone the delivery of a live session, and/ or Your access to the Programme Materials via the Platform. We shall use all reasonable endeavours to resolve any such

issues. However, We shall not be liable for any delay in the provision of the Programme or access to the Programme Materials due to circumstances which are due to technical issues or to any Event Outside Out Control as described in Clause 15.

6. Your obligations

6.1 During the course of the Programme, You undertake to:

6.1.1 communicate honestly;

6.1.2 provide promptly any information requested from You in connection with Your participation in the Programme;

6.1.3 if the Programme includes the provision of feedback by Us, be open to that feedback, on the mutual understanding that any feedback given will be honest, direct, supportive and challenging;

6.1.4 conduct Yourself in a responsible and courteous manner at all times;

6.1.5 attend any live session(s) on time; and

6.1.6 commit to and participate actively and fully in the Programme.

6.2 We will create an Account on Your behalf so that You may access any Programme Materials that may be included as part of Your Programme, and will provide You with a user ID and a password (together the “Log In Details”). If You have not received Log In Details within 48 hours of submitting your Order, please contact Us at support@nickyclinch.com so that We can resolve this for You.

6.3 You agree that You will not under any circumstances share Your Account or Your Log In Details with any other person. If You believe that Your Account or Your Log In Details are being used without Your permission, You must contact Us immediately at support@nickyclinch.com. [Ma3] [EG4]

6.4 You understand and acknowledge the importance of:

6.4.1 the Confidential Information and Intellectual Property Rights to Our business; and

6.4.2 the importance of maintaining and preserving the confidentiality of any Confidential Information disclosed by any other Programme Participant in the course of Your Programme;

and accordingly You warrant and undertake to comply at all times with Your obligations in relation to the Confidential Information and Our Intellectual Property Rights as set out in Clauses 8 and 9 below.

6.5 When communicating in any way using Our Site, the Platform, any other video conferencing platform that We may use during the Programme or any Facebook group to which You have access as part of the Programme, You must not communicate or otherwise do anything that:

6.5.1 is obscene, offensive, hateful or otherwise inflammatory;

6.5.2 promotes or assists in any form of unlawful activity;

6.5.3 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, marriage or civil partnership, pregnancy or maternity, religion or belief, nationality, disability, gender reassignment, sexual orientation or age;

6.5.4 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

6.5.5 is calculated or is otherwise likely to deceive;

6.5.6 is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy or otherwise uses their personal data in a way that You do not have a right to;

- 6.5.7 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party;
- 6.5.8 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence; and/ or
- 6.5.9 otherwise infringes Our Website Terms of Use, and/ or the terms of use of the Platform, any video conferencing platform that We may use when providing the Programme and/ or Facebook.

6.6 We reserve the right to suspend or terminate Your access to the Programme and/ or Your access to Our Site, the Platform and/ or any Facebook group to which You may have access for the Programme, if You materially breach the provisions of this Clause 6 or any of the other provisions of the Agreement. Specifically, We may, in the exercise of Our sole discretion, take one or more of the following actions:

- 6.6.1 issue You with a written warning;
- 6.6.2 take legal proceedings against You for damages and/ or reimbursement of any and all costs on an indemnity basis resulting from Your breach;
- 6.6.3 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- 6.6.4 any other actions which We deem reasonably appropriate and lawful.

6.7 If We suspend or terminate Your Programme as a result of Your breach of this Clause 6, no refund shall be due to in respect of the Fees (or any part thereof).

7. Programme Fees

7.1 In consideration for Us providing the Programme to You, You agree to pay the Fees in accordance with this Clause 7.

7.2 The Fees for the Programme shall be the Fees displayed on Our Site at the time of Our Acceptance. The Fees on Our Site are inclusive of VAT.

7.3 The Fees shall be paid by via the payment gateway on Our Site. You will be taken to the payment gateway automatically, via the link on Our Site, to make payment when placing Your order.

7.4 Any fees charged by Your bank or Your debit or credit card provider in connection with Your payment of the Fees are for Your own account and We shall not be responsible for these.

7.5 For some Programmes, We may (but are not obliged) to accept payment of the Fees in instalments. If We agree to accept payment of the Fees in instalments, and You default on payment of an instalment, all remaining instalments will immediately become due and payable.

7.6 You shall be responsible for all costs You incur in connection with Your access to the Programme or to the Platform, including but not limited to:

- 7.6.1 telephone and/ or internet connection charges; and
- 7.6.2 costs of downloading and/ or printing any Programme Materials.

7.7 If the Fees are not paid in accordance with this Clause 7, We reserve the right to:

- 7.7.1 charge interest on any overdue sum at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time. Interest under this Clause 7.7.1 will accrue from the due date for payment until the actual date of payment of the overdue sum, and is payable on demand;

7.7.2 suspend Your access to the Programme until payment of all outstanding sums (together with any interest charged under Clause 7.7.1 above) is made in full; and/ or

7.7.3 terminate the Agreement, in accordance with Clause 12.1.

7.8 We make all reasonable efforts to ensure that the Fees shown on Our Site are correct at the time of going online. We reserve the right to change the Fees and to add, alter or remove special offers from time to time and as necessary. Changes in the Fees will not affect the Fees payable by You for the Programme if You have already entered into the Agreement.

8. Confidential information

8.1 As a result of Your participation in the Programme, We may disclose Confidential Information to You.

8.2 You may also, as a result of Your participation in the Programme, be privy to Confidential Information (including personally and/ or commercially secret, sensitive or otherwise confidential information) disclosed by or relating to other Programme Participants.

8.3 You undertake that You will, at all times during the continuance of the Agreement and after its termination:

8.3.1 keep secret and confidential all Confidential Information;

8.3.2 not disclose (either directly or indirectly) any information disclosed by or relating to any other Programme Participant (including but not limited to any Confidential Information) to any other person;

8.3.3 not use any Confidential Information other than for the purpose of Your participation in the Programme and subject to these Standard Terms & Conditions; and

8.3.4 not make any copies of, record in any way or part with possession of any Confidential Information or any information (irrespective of whether that information is secret, sensitive or confidential in nature) relating to any Programme Participant.

8.4 The obligations contained in this Clause 8 shall survive the termination of the Programme and of the Agreement.

9. Intellectual property

9.1 All Intellectual Property Rights subsisting in the Programme Materials shall at all times remain Our exclusive property (or the property of Our licensors, as appropriate). Nothing in the Agreement shall vest in You any rights in the Programme Materials or any other material provided by or belonging to Us (or Our licensors, as appropriate).

9.2 When We provide You with access to the Programme Materials, We will grant You a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Programme Materials for Your own use. The licence granted to You does not give You any rights in the Programme Materials (including any materials that We may licence from third parties).

9.3 You may not, for the term of the Agreement and at any time after its termination:

9.3.1 copy, record, reproduce, modify, rent, sell, publish, republish, sub-licence, post, broadcast, distribute, share or otherwise transmit the Programme Materials (or any part of them) or make the Programme Materials (or any part of them) available to any other person; or

9.3.2 use the Programme Materials in the provision of any other course, training or coaching.

10. Cooling-off

10.1 If You enter into a contract online as a Consumer, you generally have a legal right to cancel the contract within fourteen (14) days and receive a refund. However, You do not have the right to change Your mind and cancel the Agreement between us relating to the Programme:

10.1.1 if You entered into the Agreement wholly or mainly for the purposes of a business;

10.1.2 after You have started to download or stream the Programme Materials;

10.1.3 if more than fourteen (14) days have elapsed since Our Acceptance; or

10.1.4 if We provided You with immediate access to the Programme, and You agreed to this when ordering.

10.2 If You have the right to cancel the Agreement during the cooling-off period under Clause 10.1, and wish to exercise that right, please contact us at support@nickyclinch.com. If We agree that You are entitled to cancel the Agreement under Clause 10.1, We will refund the Fees by the method You used for payment. We will make any refunds due to You as soon as possible, usually within fourteen (14) days.

11. Termination by You

11.1 We are under a legal duty to supply products that are in conformity with the Agreement between You and Us. If you contract with Us as a Consumer, the Consumer Rights Act 2015 gives you certain legal rights in relation to the Programme, which are summarised below. Nothing in these Terms & Conditions will affect those legal rights.

Summary of your key legal rights as a Consumer

If you entered into the Agreement with Us as a Consumer, this is a summary of your key legal rights.

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality.

If the digital content is faulty, you are entitled to a repair or a replacement.

If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

11.2 You may terminate the Agreement immediately if We have committed a material breach of the Agreement, for example if You can show that the Programme is not as described, is not of satisfactory quality or is not fit for purpose.

11.3 If You wish to cancel the Agreement in accordance with Clause 11.2:

11.3.1 You must inform Us immediately by email at support@nickyclinch.com; and

11.3.2 provided You are able to demonstrate a material breach under Clause 11.2, We shall refund You for any Fees paid in respect of Programme.

11.4 Any refunds made under Clause 11.3 will be made using the same payment method You used when paying the Fees under the Agreement.

11.5 With the exception of the cancellation rights set out in Clause 10.1 and the termination rights set out in Clause 11.2 above:

- 11.5.1 You shall not be entitled to terminate the Agreement; and
- 11.5.2 You shall not be entitled to a refund of the Fees (or any part thereof).

12. Our right to terminate the Agreement

- 12.1 We shall have the right to terminate the Agreement immediately if:
 - 12.1.1 You breach any of the terms of the Agreement including but not limited to:
 - 12.1.1.1 Your obligations as set out in Clause 6;
 - 12.1.1.2 Your obligation to pay the Fees (and any instalments) in full and on time, in accordance with Clause 7; or
 - 12.1.1.3 Your obligations in respect of the Confidential Information (Clause 8) and Our Intellectual Property (Clause 9);
 - 12.1.2 You are declared bankrupt or enter into an insolvency or administration procedure; or
 - 12.1.3 You have in our reasonable opinion acted in such a way as might affect Our goodwill or reputation, or our ability to deliver the Programme to other clients.
- 12.2 If We terminate the Agreement under Clause 12.1:
 - 12.2.1 all outstanding Fees (including any unpaid instalments) shall immediately become due and payable by You; and
 - 12.2.2 You shall not be entitled to any refund of the Fees (in whole or in part).
- 12.3 We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than sixty (60) days, or if We are unable to provide or continue to provide the Programme (or part of it) due to the non-availability of the necessary personnel and/ or materials, or for technical reasons.
- 12.4 We shall have the right to terminate the Agreement, at any time and for any reason, on fourteen (14) days written notice.
- 12.5 If We terminate the Agreement under Clause 12.3 or 12.4, You shall only be required to pay the Fees for the Programme that We have already provided as at the date of termination. This sum will be deducted from any refund of Fees due to You. Any refunds made under this Clause 12.5 will be made using the same payment method You used when paying the Fees.

13. Effects of cancellation or termination

- 13.1 Upon cancellation or termination of the Agreement under Clauses 10 – 12 above, for any reason:
 - 13.1.1 any outstanding Fees due from You to Us in accordance with the Agreement shall become immediately due and payable;
 - 13.1.2 the licence granted to You by Us under Clause 9.2 shall terminate immediately;
 - 13.1.3 You will cease to have access to the Programme Materials through the Platform;
 - 13.1.4 You will cease to have access to any Facebook group associated with Your Programme;
 - 13.1.5 You undertake to destroy any soft or hard copies of the Programme Materials that are in your possession, custody or control, and to confirm to Us in writing (on our request) that You have done so;
 - 13.1.6 We shall have no obligation to return to You or remove any content contributed by You in the course of Your participation in the Programme;

- 13.1.7 all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 13.1.8 termination or cancellation shall not affect any remedy which the terminating party may have in respect of the event giving rise to the termination or cancellation or in respect of any breach of the Agreement which existed at or before the date of termination; and
- 13.1.9 subject as provided in this Clause 13, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

14. Our liability

14.1 If We breach the terms of the Agreement, We may be responsible for any loss or damage you suffer that is a foreseeable result of that breach. 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 the Agreement is made, both You and We knew it might happen, for example if You discussed it with Us during the sales process.

14.2 We make reasonable efforts to ensure that the Programme Materials are accurate, complete and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Programme Materials are accurate, complete or up-to-date. We are under no obligation to update the Programme Materials after they are provided to You.

14.3 We shall not be liable to You for any inaccuracy or misleading information provided in the course of the Programme and/ or in the Programme Materials, or for any reliance by You on any such information; any loss or corruption of data or hardware; any loss of profit, loss of business, interruption to business, loss of business opportunity, loss of goodwill or reputation or any other indirect, special or consequential loss or damages.

14.4 Subject to Clause 14.6:

14.4.1 You agree that you are taking part in the Programme voluntarily and at your own risk and that neither We nor Nicky Clinch shall be held responsible or liable for any injury or harm you may sustain as a result of taking part; and

14.4.2 You hereby agree to release and discharge Nicky Clinch and Us from any and all claims or causes of action, known or unknown, related to your participation in the Programme.

14.5 Subject to Clauses 14.2 – 14.4 above, Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by You to Us under the Agreement.

14.6 Nothing in the Agreement seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded by English law.

14.7 The provisions of this Clause 14 shall survive the termination of the Agreement.

15. Events outside Our control

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to: power failure, internet service provider failure, service interruptions on the Platform, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic or other natural disaster or any other event that is beyond Our reasonable control.

16. Data Protection

16.1 All personal information that You and We may use shall be collected, processed and held in accordance with the provisions of the Data Protection Legislation and the data subjects' rights (including the rights of the parties to the Agreement) under the Data Protection Legislation.

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the [Privacy Policy](#) on Our Site.

16.3 You hereby consent to Us holding, processing and accessing Your personal data for all purposes relating to provision of the Programme under the Agreement, in accordance with Our Privacy Policy, the Data Protection Legislation and this Clause 16.

17. Contacting Us and Complaints

If You wish to contact Us about any aspect of Our service or the Programme, if You have any complaints, or if You wish to serve any notice under the Agreement, You may do so by email at support@nickyclinch.com.

18. No Waiver

No failure or delay by You or Us in exercising any of our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by You or Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. Assignment, Sub-Contracting and Third Party Rights

19.1 We may transfer (assign) Our rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing.

19.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.

19.3 We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.

19.4 The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

19.5 Subject to the above provisions of this Clause 19, the Agreement shall continue and be binding on You and / or Our transferee, successors and assigns, as required.

20. Severance

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

21. Entire Agreement

21.1 The Agreement contains the entire agreement between You and Us with respect to its subject matter and supersedes and extinguishes all previous agreements, assurances, warranties, representations and understandings between You and Us with respect to its subject matter.

21.2 In entering into the Agreement, You and We acknowledge and agree that We do not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Agreement, and that You and We shall have no remedies in respect thereof.

22. Amendments to these Standard Terms & Conditions

We may revise these Standard Terms & Conditions from time to time. If We make changes to these Standard Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect.

23. Complaints and Dispute Resolution

23.1 You agree that if You have any complaints or issues with the Programme or services provided by Us or on Our behalf, You will contact us as soon as possible and work collaboratively with us to attempt to resolve those issues in a constructive way. We also commit to resolving any issues You may have quickly and effectively, and are committed to ensuring that You experience as a Programme client is a positive one.

23.2 If You and We are unable to resolve any issues informally in accordance with Clause 23.1, then any dispute, controversy or claim between the You and Us arising out of or in connection with this Agreement (a "**Dispute**") shall be resolved in accordance with the remainder of this Clause 23.

23.3 In the event of a Dispute arising, either party shall give the other party written notice of the Dispute, setting out its nature and particulars (a "**Dispute Notice**") together with the supporting documents.

23.4 On service of the Dispute Notice, You and We shall attempt in good faith to resolve the Dispute by negotiation.

23.5 If, within 30 days, the Dispute has not been resolved pursuant to Clause 23.4, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 24.

24. Law and Jurisdiction

24.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

24.2 Any dispute, controversy or claim between the parties arising out of or in connection with the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.