

Business terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Provider's services shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express acceptance of these Terms and Conditions before providing any such services to the Customer.

1. Definitions

1.1 In these Terms and Conditions, except to the extent expressly provided otherwise:

"Business Day" means any weekday other than a Friday, bank or public holiday in England (unless agreed in writing);

"Business Hours" means the hours of Garrett Learning are 09:00 to 17:00 GMT/BST on a Business Day.

"Charges" means:

- a) the amounts specified in Section 5 of the Statement of Work and elsewhere in these Terms and Conditions;
- b) such other amounts as may be agreed in writing by the parties from time to time; and
- c) amounts calculated by multiplying the standard time-based charging rates of the Provider (as notified by the Provider to the Customer before the date of the Contract) by the time spent by the personnel of the Provider performing the Services (rounded down by the Provider to the nearest quarter hour);

"Confidential Information" means the Provider Confidential Information and the Customer Confidential Information;

"Contract" means a particular contract made under these Terms and Conditions between the Provider and the Customer;

"Customer" means the person or entity identified as such in Section 1 of the Statement of Work;

"Customer Confidential Information" means:

any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the Contract (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Provider (acting reasonably) to be confidential; and the financial terms of the Contract;

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Contract;

"Customer Premises" means any premises owned or controlled by the Customer at which the parties expressly or impliedly agree the personnel of the Provider shall provide Services;

"Data Protection Laws" means the EU GDPR and the UK GDPR;

"Effective Date" means the date of execution of a Statement of Work incorporating these Terms and Conditions;

"EU GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Minimum Term" means, in respect of the Contract, the period specified in Section 2 of the Statement of Work;

"Personal Data" means personal data under any of the Data Protection Laws;

"Provider" means Wendy Garrett T/A Garrett Learning Hunslet House, 13 Larkhill, Kidderminster, Worcestershire, DY10 2NN;

"Provider Confidential Information" means:

- a) any information disclosed by or on behalf of the Provider to the Customer at any time before the termination of the Contract (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and

Business terms and conditions

b) the financial terms of the Contract;

"**Services**" means the training services specified in Section 3 of the Statement of Work.

"**Statement of Work**" means a written statement of work agreed by or on behalf of each of the parties;

"**Term**" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"**Terms and Conditions**" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time; and

"**UK GDPR**" means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force until:

- a) all the Services have been completed; and
- b) all the Charges have been paid in cleared funds,

upon which it will terminate automatically, subject to termination in accordance with Clause 13.

2.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

3. Services

3.1 The Provider shall provide the Services to the Customer in accordance with these Terms and Conditions.

3.2 The Provider shall provide the Services with reasonable skill and care.

3.3 If the Customer believes that any element of the Services does not meet the standard specified in Clause 3.2, then the Customer must promptly notify the Provider and allow the Provider to investigate the matter (including, where applicable, allowing the Provider to inspect the results of those Services) and, if those Services do not meet that standard, re-perform those Services.

3.4 The Provider shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.

3.5 The Provider shall comply with all reasonable requests and directions of the Customer in relation to the Services.

3.6 For the avoidance of doubt, the Provider does not guarantee that the receipt of the Services will lead to any particular certification or any particular grading or result in any course, examination or assignment.

3.7 Garrett Learning will not guarantee a minimum number of attendees in receipt of Services.

4. Services appointments

4.1 The Provider shall provide the Services during appointments commencing on the date(s) and at the time(s) agreed from time to time between the parties in writing.

4.2 The Customer acknowledges that work for other customers may from time to time lead to the Provider's personnel arriving late for a Services appointment, and agrees that the Provider will not be in breach of the Contract by virtue of the Provider's personnel being not more than 3 hours late for a Services appointment.

4.3 If a party wishes to reschedule or cancel a Services appointment, then that party must give to the other party a written request for such rescheduling.

The following charges shall apply where you cancel/postpone/reschedule the services:

Business terms and conditions

Number of days prior to rescheduling	Cancellations/ postponement /rescheduling
90-60 days	35% of the fee
59-30 days	50% of the fee
29-15 days	75% of the fee
14 days or less	100% of the fee

In these circumstances, each party will use all reasonable endeavours to agree an alternative Services appointment.

4.4 The Customer may cancel a Services appointment by giving to the Provider at least 91 days' written notice of cancellation. If the Customer cancels a Services appointment in accordance with this Clause 4.4, then the Customer shall be released from any liability to pay Charges in respect of the relevant Services, and shall be entitled to a refund of any Charges previously paid in respect of those Services.

4.5 If the Provider is unable to attend a Services appointment by reason of personnel shortage or illness, then providing the Provider has used reasonable endeavours to engage alternative personnel and does not cancel more than 2 consecutive Services appointments, the Provider may by written notice to the Customer cancel the Services appointment, in which case:

- a) the Provider shall not be in breach of these Terms and Conditions or otherwise liable to the Customer in respect of a failure to supply the relevant Services; and
- b) the Customer shall be released from any liability to pay Charges in respect of the relevant Services, and shall be entitled to a refund of any Charges previously paid in respect of those Services.

5. Provider personnel

5.1 The Provider shall ensure that all personnel involved in the provision of the Services:

- a) have been interviewed by the Provider;
- b) have supplied proof of identity and satisfactory references to the Provider;
- c) have been properly trained and are adequately experienced in the provision of the Services; and
- d) hold all necessary qualifications and certifications required for their work in relation to the Services.

6. Customer and Third-Party Premises

6.1 The Customer shall:

- a) promptly provide to the Provider such access to the Customer and Third-Party Premises as is reasonably required by the Provider for the provision of the Services;
- b) maintain the Customer and Third-Party Premises in good order for the supply of the Services and in accordance with all applicable laws;
- c) be responsible for ensuring the health and safety of the Provider's personnel whilst they are at the Customer and Third-Party Premises;
- d) inform the Provider of all health, safety and security rules, regulations and requirements that apply at the Customer and Third-Party Premises; and
- e) maintain reasonable insurance cover for the Provider's personnel whilst they are working at the Customer and Third-Party Premises (including reasonable public liability insurance).

6.2 In the performance of the Services at the Customer and Third-Party Premises, the Provider shall comply with all reasonable health, safety and security rules, regulations and requirements advised by the Customer to the Provider.

6.3 The Provider shall use all reasonable measures to secure any keys, and any other means of access, supplied by the Customer or the Third-Party to the Provider for the purpose of enabling the Provider's personnel to enter and work at the Customer and Third-Party Premises.

Business terms and conditions

7. Charges

7.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

7.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 7.2.

7.3 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 7.3 (or, if no such variation has occurred, since the date of execution of the Contract), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

8. Payments

Garrett Learning:

8.1 The Provider shall issue invoices for the Charges to the Customer in advance of the delivery of the relevant Services to the Customer.

8.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 8.

8.3 The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Customer from time to time).

8.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:

a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9 Confidentiality obligations

9.1 The Provider must:

a) keep the Customer Confidential Information strictly confidential;

b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer;

c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

d) act in good faith at all times in relation to the Customer Confidential Information; and

e) not use any of the Customer Confidential Information for any purpose other than for training purposes such as registering learners;

9.2 The Customer must:

a) keep the Provider Confidential Information strictly confidential;

b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality approved in writing by the Provider;

c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care;

Business terms and conditions

d) act in good faith at all times in relation to the Provider Confidential Information; and

e) not use any of the Provider Confidential Information for any purpose other than situations that relate specifically to the training provided;

9.3 Notwithstanding Clauses 9.1 and 9.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

9.4 No obligations are imposed by this Clause 9 with respect to a party's Confidential Information if that Confidential Information:

a) is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

b) is or becomes publicly known through no act or default of the other party; or

c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

9.5 The restrictions in this Clause 9 do not apply to the extent that any confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

9.6 Upon the termination of the Contract, each party must immediately cease to use the other party's Confidential Information.

9.7 Following the date of effective termination of the Contract, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must:

a) irreversibly delete from its media and computer systems all copies of the other party's Confidential Information (and ensure that the other party's Confidential Information is irreversibly deleted from the media and computer systems of all persons to whom the relevant party has directly or indirectly disclosed that Confidential Information);

b) ensure that no other copies of the other party's Confidential Information remain in the relevant party's possession or control (or the possession or control of any person to whom the relevant party has directly or indirectly disclosed the other party's Confidential Information);

c) certify in writing to the other party that it has complied with the requirements of this Clause 9.7,

subject in each case to any obligations that the relevant party has under the Contract to supply or make available to the other party any data or information, and providing that the relevant party shall have no obligation under this Clause 9.7 to delete or to cease to possess or control any of the other party's Confidential Information to the extent that the relevant party is required by applicable law to retain that Confidential Information.

9.8 The provisions of this Clause 9 shall continue in force indefinitely following the termination of the Contract.

10. Data protection

10.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

10.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Contract.

10.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Contract, the Personal Data of Customers of the following types: name, address, phone number, email address, next of kin; and the Provider shall only process the Customer Personal Data for the following purposes: to register or book services for the Customer.

10.4 The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 10.

10.5 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

Business terms and conditions

10.6 The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:

- a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities within the UK, providing that such transfers must be protected by appropriate safeguards;
- b) the Provider may transfer the Customer Personal Data to its third party processors in the jurisdictions identified elsewhere in this Clause 10 and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein;
- c) the Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data;
- d) the Provider may transfer the Customer Personal Data from the UK to the EEA, and may permit its third party processors to do so, in any period during which EEA states are not treated as third countries under the UK GDPR or during which EEA states benefit from adequacy regulations under the UK GDPR; and
- e) the Provider may transfer the Customer Personal Data from the EEA to the UK, and may permit its third party processors to do so, in any period during which the UK is not treated as a third country under the EU GDPR or during which the UK benefits from an adequacy decision under the EU GDPR.

10.7 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

10.8 Notwithstanding any other provision of the Contract, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

10.9 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.10 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

10.11 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third party processor is subject to the same legal obligations as those imposed on the Provider by this Clause 10.

10.12 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the

Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

10.13 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 10.13.

10.14 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after the Provider becomes aware of the breach.

10.15 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 10 and the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 10.15, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

10.16 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

Business terms and conditions

10.17 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 10. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 10.17, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of the Contract or any security breach affecting the systems of the Provider.

10.18 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Contract, then the parties shall use their best endeavours promptly to agree such variations to the Contract as may be necessary to remedy such non-compliance.

11. Limitations and exclusions of liability

11.1 Nothing in these Terms and Conditions will:

- a) limit or exclude any liability for death or personal injury resulting from negligence;
- b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in these Terms and Conditions:

- a) are subject to Clause 11.1; and
- b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

11.3 The Provider will not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

11.4 The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.

11.5 The Provider will not be liable to the Customer in respect of any loss of revenue or income.

11.6 The Provider will not be liable to the Customer in respect of any loss of use or production.

11.7 The Provider will not be liable to the Customer in respect of any loss of business, contracts or opportunities.

11.8 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

11.9 The liability of the Provider to the Customer under the Contract in respect of any event or series of related events shall not exceed the greater of:

- a) £1,000; and
- b) the total amount paid and payable by the Customer to the Provider under the Contract in the 12 month period preceding the commencement of the event or events.

11.10 The aggregate liability of the Provider to the Customer under the Contract shall not exceed the greater of:

- a) £1,000; and
- b) the total amount paid and payable by the Customer to the Provider under the Contract.

12. Force Majeure Event

12.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

12.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

Business terms and conditions

- a) promptly notify the other; and
- b) inform the other of the period for which it is estimated that such failure or delay will continue.

12.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

13. Termination

13.1 The Provider may terminate the Contract by giving to the Customer not less than 30 days' written notice of termination, expiring after the end of the Minimum Term. The Customer may terminate the Contract by giving to the Provider not less than 30 days' written notice of termination, expiring after the end of the Minimum Term.

13.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- a) the other party commits any breach of the Contract, and the breach is not remediable;
- b) the other party commits a breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).

13.3 Subject to applicable law, either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- a) the other party:
 - i) is dissolved;
 - ii) ceases to conduct all (or substantially all) of its business;
 - iii) is or becomes unable to pay its debts as they fall due;
 - iv) is or becomes insolvent or is declared insolvent; or
 - v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
- d) if that other party is an individual:
 - i) that other party dies;
 - ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - iii) that other party is the subject of a bankruptcy petition or order.

13.4 The Provider may terminate the Contract immediately by giving written notice to the Customer if:

- a) any amount due to be paid by the Customer to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 13.4.

14. Effects of termination

Business terms and conditions

14.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 8.2, 8.4, 9, 10, 11, 14 and 17.

14.2 Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Contract shall not affect the accrued rights of either party.

15. Notices

15.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

15.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 6 of the Statement of Work):

- a) sent by courier, in which case the notice shall be deemed to be received upon delivery;
- b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
- c) sent by email, in which case, providing that the sender retains evidence of such sending, the notice shall be deemed to be received upon sending, providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

15.3 The addressee and contact details set out in Section 6 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 15.

16. Subcontracting

16.1 The Provider must not subcontract any of its obligations under the Contract without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.

16.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

17. General

17.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

17.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

17.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

17.4 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to any successor to all or a substantial part of the business of the Provider from time to time. Save to the extent expressly permitted by applicable law, the Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.

17.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

17.6 Subject to Clause 11.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

17.7 The Contract shall be governed by and construed in accordance with English law.

17.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.