

## Terms and conditions for PD:Verified Partners and Supporters

### 1. About us

- 1.1 **Company details.** PD:Verified is part of PD Approval Ltd a company registered in England and Wales. Our company registration number is 06963778 and our registered office is at 72 West End Lane, West Hampstead, London NW6 2LX (**we** and **us** and **Supplier**). Our VAT number is 278783635. We operate the **Website** PD:Approval [www.pdapproval.com](http://www.pdapproval.com) and the following subdomains:
- a. PD:Approval Shop [www.pdapprovalshop.com](http://www.pdapprovalshop.com)
  - b. PD:Approval Endorsement [www.pdapproval.com/endorsement](http://www.pdapproval.com/endorsement)
  - c. PD:Education [www.pd-education.com](http://www.pd-education.com)
  - d. PD:Portal [www.pdphub.com](http://www.pdphub.com)
  - e. PD:Verified register [www.pdverified.com](http://www.pdverified.com)
  - f. REPs India accreditation [www.pdapproval.com/repindia](http://www.pdapproval.com/repindia)
  - g. REPs Ireland endorsement [www.pdapproval.com/repireland](http://www.pdapproval.com/repireland)
  - h. REPs UAE accreditation [www.pdapproval.com/repuae](http://www.pdapproval.com/repuae)
  - i. Society for the Pilates Method accreditation [www.pdapproval.com/spm](http://www.pdapproval.com/spm)
  - j. SPM Register of Teachers [www.spm-rt.com](http://www.spm-rt.com)
  - k. STA endorsement [www.pdapproval.com/sta](http://www.pdapproval.com/sta)
- 1.2 **Contacting us.** In order to contact us please telephone our customer service team on +44 (0) 333 577 0908 or email us at [pdverified@pdapproval.com](mailto:pdverified@pdapproval.com) or write to our registered office. For any account queries, please contact our Accounts Team by emailing us at [accounts@pdapproval.com](mailto:accounts@pdapproval.com). In the event you need to give us formal notice of any matter under these **Terms**, the procedure is set out under clause 22.

### 2. Our Contract with you

- 2.1 **Our Contract.** These terms and conditions (**Terms**) apply to and form part of the Contract between the **Supplier** and the **Customer** to provide the required services (**Services**). They supersede any previously issued terms and conditions of purchase or supply. These **Terms**, together with the provisions of the 'Code of Conduct and Practice for Approved Training Providers' (**Code**) and the 'Accreditation' or 'Endorsement' (**Approval**) on the relevant website, as well as the descriptions we give of our **Services** that you choose constitute together all the terms of the Contract between us and you (**Contract**).
- 2.2 No variation of these **Terms** or to an order or to the **Contract** shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the **Supplier** and the **Customer** respectively.
- 2.3 Marketing and other promotional material relating to the Contract are illustrative only and do not form part of the Contract.
- 2.4 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.5 **Your copy.** You should print a copy of these **Terms** or save them to your computer for future reference. Should you require the latest version of our **Terms** please click this link.

### 3. Agreement

These terms (**Terms**) relate to the agreement between PD:Verified, a professional register provided by PD:Approval Ltd, and training providers who have gained endorsement from PD:Approval ("you/your") for delivering accredited qualifications in the following disciplines:

- Tutor
- Assessor
- Internal Quality Assurer
- External Quality Assurer

referred to in these **Terms** as '**Faculty Qualifications**'.

#### 4. Interpretations

- 4.1 **Approval:** the act of confirming the endorsement or your Partner/Support status by PD:Approval.
- 4.2 **Code:** The [Code of Conduct and Practice for Approved Training Providers](#)
- 4.3 **Contract:** the legally binding agreement between you and us for the supply of the Services.
- 4.4 **Faculty:** tutors, assessors, external quality assurer and internal quality assurers.
- 4.5 **Charges:** the fees payable by Partners to PD:Verified for membership of their graduates
- 4.6 **Customer:** organisation applying for the status of either PD:Verified Partner or Supporter
- 4.7 **Faculty Qualifications:** courses that qualify tutors, assessors, external quality assurers and internal quality assurers.
- 4.8 **Graduate:** a student or learner who has passed a Faculty Qualification.
- 4.9 **Services:** The Services advertised on the [PD:Verified website](#).
- 4.10 **Skill:** either tutor, assessor, external quality assurer or internal quality assurer.
- 4.11 **Supplier:** either PD:Approval or PD:Verified.
- 4.12 **Terms:** the whole of these Contract Terms for the position of PD:Verified Partner or Supporter.
- 4.13 **Website:** the [PD:Verified website](#) which hosts the Service you are applying for.

#### 5. Your Obligations

Training providers who wish to become a PD:Verified Partner or Supporter must comply with the following conditions:

- 5.1 You must apply for and satisfy the conditions of [Accredited endorsement](#) in order to obtain approval for **Faculty Qualifications**. In your application we require the following from you:
  - 5.1.1 Letter of approval from your awarding organisation;
  - 5.1.2 Most recent External Quality Assurance report showing a Low Risk status;
  - 5.1.3 Details of your assessment strategy; and
  - 5.1.4 Company details.
- 5.2 Training providers who currently hold an endorsement product will not receive a complimentary Accredited endorsement if it can be included in their current endorsement.
- 5.3 As an endorsed provider, you agree to list all approved **Faculty Qualifications** included in your PD:Approval endorsement on the PD:Portal.
- 5.4 You must abide by the endorsement [Code](#).
- 5.5 You must ensure your marketing material states that PD:Verified membership is for new members only.
- 5.6 Once accepted as Supporter or Partner, you must display the PD:Verified logo on your company website. We will send you a confirmation email with the logo to be displayed on your website.
- 5.7 You agree to promote PD:Verified where possible through appropriate social media channels.
- 5.8 Obligations specific to Partners:**
  - 5.9.1 You must gain agreement and consent from applicable learners to share their information with PD:Verified in line with General Data Protection Regulations and/or your country's regulations, which will be added to our **Website** and where appropriate displayed publicly. We will not be held liable for any information uploaded on our **Website** in which the necessary consent has not been sought.
  - 5.9.2 You agree to send us details of every **Graduate** who has completed your **Faculty Qualifications** with your organisation and you agree to pay for each individual's first year membership (new members only). Once we are in receipt of those details we will send you an invoice detailing the fee payable (£23+VAT per individual).
  - 5.9.3 You must not include any **Graduate** who has not achieved their **Faculty Qualification** through your training centre or who is a current member of PD:Verified.
  - 5.9.4 In the event you do not pay the membership fee invoice within the specified payment terms we will not upload the **Graduates'** details to the register. As such we will only upload the relevant details once the invoice is paid.

- 5.9.5 You must submit information specified by PD:Approval monthly for all **Graduates** who pass any **Faculty Qualification** during the preceding month to PD:Approval.
- 5.9.6 PD:Approval will not be liable for any failure to upload the **Graduates'** details; you accept all liability between you and your **Graduates** in relation to any unpaid fees which results in their details not being uploaded.
- 5.9.7 It is your obligation to ensure that all of the individuals' details you send us are true and accurate. We will not be held responsible or liable for any inaccuracies submitted and uploaded to the register.
- 5.9.8 By submitting your **Graduates** to PD:Verified for membership, you are confirming that they have met the necessary criteria for the **Skill** they will be listed under on the register and that they have received or are eligible to receive a Certificate of Achievement from your approval body.
- 5.9.9 If the approval body has any quality assurance issues with any of your **Graduates** who have been listed as members of PD:Verified, you must let us know immediately as this may affect their on-going membership.
- 5.9.10 You have a continuing obligation to ensure that your **Graduates'** details are up to date and meet the necessary criteria. In the event the **Graduate** has not met the necessary criteria you are required to inform us of this and as such we will not be able to approve or continue their membership.
- 5.9.11 If an event in 5.9.10 occurs, we will not refund you the fee already paid.
- 5.9.12 You understand that only applicants who can provide evidence of graduating through you as a Partner and are including on your spreadsheet will be eligible for entry to the register.
- 5.9.13 Your **Graduates'** details will be held in accordance with our [Privacy Policy](#).

#### 5.9 Obligations specific to Supporters

- 5.9.1 You must gain Accredited endorsement with PD:Approval for your **Faculty Qualifications**.
- 5.9.2 You must offer and provide a PD:Verified new member discount code (provided by PD:Approval) equating to 15% off the normal membership fee to each **Graduate** who successfully completes a **Faculty Qualification** through your training centre, for their first year of membership.
- 5.9.3 You must ensure your marketing material states that the discount is for new PD:Verified memberships only.
- 5.9.4 You must not provide our discount code to any **Graduate** who has not achieved their **Faculty Qualification** through your training centre or who is a current member of PD:Verified.
- 5.9.5 You understand that only **Graduates** applying for PD:Verified membership who can provide an accredited certificate that shows they have graduated through you as a Supporter will be eligible for discounted entry to the register.

## 6. Partner Charges

- 6.1 In consideration of us providing the **Services** PD:Verified Partners must pay our membership charges (**Charges**) in accordance with this clause 6. If you do not pay the **Charges** due within 30 days of the order or our sending you an invoice, then we reserve the right to terminate the order and any **Contract** between us, whichever is the earlier. If the order is terminated in accordance with this clause 6.1, then the Partner will be liable for any loss to their **Graduates**. We will not be liable for any loss whatsoever.
- 6.2 By providing your **Graduates'** details for membership, you agree to pay the full amount of £23+VAT for each graduate once you have received an invoice provided by PD:Approval.
- 6.3 Once your **Graduates'** details are submitted to PD:Verified, no refunds will be given against their membership fees.

## 7. How to pay (Partners only)

- 7.1 Payment for the **Services** is made in advance of the **Services** being provided. We will confirm payment or request your payment by invoice as acceptance of your **Graduate** list.
- 7.2 You can pay for the **Services** through PayPal, or by using a debit card or credit card, by BACs transfer or by cheque payable to PD:Approval Ltd.
- 7.3 Time of payment is of the essence. We will provide you with an electronic invoice marked 'Paid' within seven days of the beginning of the month following payment at the time of order. For any failed or cancelled payments, a £20 administration fee will be levied.
- 7.4 If you fail to make a payment under the **Contract** by the due date, your application to list your **Graduates** as members may be revoked and your endorsement and Partner status may be at risk of being terminated.
- 7.5 You must pay all amounts due under the **Contract** in full without any set-off, counterclaim, deduction or withholding, unless specified otherwise by PD:Approval.
- 7.6 It is your responsibility to ensure you are complying with any payment and tax requirements in your own country.
- 7.7 **Graduates** will only be added to the register once payment has been received.

## 8. Complaints

- 8.1 If a problem arises or you are dissatisfied with the **Services**, we have a comprehensive complaints policy [here](#).

## 9. Our Services

- 9.1 **Descriptions and illustrations.** Marketing and other promotional material relating to the Services are illustrative only and do not form part of the **Contract**.
- 9.2 **Compliance with specification.** Subject to our right to amend the specification (see clause 6.3), we will supply the **Services** to you in accordance with the specification for the **Services** appearing on this **Website** at the date of your order in all material respects.
- 9.3 **Changes to specification.** We reserve the right to amend the specification of any of the **Services** for any reason. If your **Contract** has started we will notify you in advance of any such event.
- 9.4 **Reasonable care and skill.** We warrant to you that the **Services** will be provided using reasonable care and skill.

## 10. Marketing

- 10.1 You will create an account on the PD:Portal to promote your training within 7 days of gaining endorsement.
- 10.2 It is your responsibility to ensure that the marketing practises of your organisation delivering the **Faculty Qualifications** do not mislead learners or falsely represent the qualification/s or PD:Verified in any way.
- 10.3 You must promote where possible PD:Verified and the member benefits.
- 10.4 Your promotion of your PD:Verified membership offer must make clear that it is for new members only.
- 10.5 Providers cannot market their PD:Verified membership offer under the name or banner of another organisation.
- 10.6 Failure to take the appropriate action where marketing impacts adversely on learners may result in the removal of partnership or supporter status.
- 10.7 PD:Approval will post your endorsement and status **Approval/renewal** through their social media.

## 11. Logos

- 11.1 Once approved, you will be supplied with a PD:Verified logo to place on relevant marketing assets and use in line with the logo guidelines that will be provided.
- 11.2 Use of the logos in any way we deem to be not fit for purpose may result in withdrawal of Partner or Supporter status and may affect your continuing endorsement.

- 11.3 Authority to continue using the PD:Verified logo is dependent upon annual renewal of your endorsement and continuation of your Partner or Supporter status. If you do not renew your endorsement then you will be prohibited from using any of our logos.
- 11.4 PD:Approval is not liable or responsible for any costs incurred in printing materials with the approval logos should the logos be withdrawn or amended.
- 11.5 Any unauthorised usage of the approval logos will contravene the copyright and shall result in legal action taken against you.

## 12. Intellectual Property

- 12.1 All intellectual property rights in or arising out of or in connection with the **Services** (other than intellectual property rights in any materials provided by you) will be owned by PD:Approval.
- 12.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the **Contract** to copy the deliverables specified in your order (excluding materials provided by you) for the purpose of receiving and using the **Services** and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 12.2.
- 12.3 You agree to send us all the relevant information that is required for us to provide the **Services** and that we shall not be responsible or liable to you for our failure to provide any part of the **Services** if that is caused by your failure to provide us with that information or if it is incomplete or inaccurate.

## 13. How we may use your personal information

- 13.1 We will use any personal information you provide to us to:
- a. provide the **Services**;
  - b. process your payment for the **Services**; and
  - c. inform you about similar **Services** that we provide, but you may stop receiving these at any time by contacting us.
- 13.2 Further details of how we will process personal information are set out in our [Privacy Policy](#).

## 14. Limitation of liability YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1 Nothing in the **Contract** limits or excludes our liability for:
- a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 14.2 Subject to clause 13.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the **Contract** for:
- a. loss of profits;
  - d. loss of sales or business;
  - e. loss of agreements or contracts;
  - f. loss of anticipated savings;
  - g. loss of use or corruption of software, data or information;
  - h. loss of or damage to goodwill;
  - i. any indirect or consequential loss; and
  - j. harm to reputation.
- 14.3 Subject to clause 14.1, our total liability to you arising under or in connection with the **Contract**, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 75% of the total **Charges** paid under the **Contract** each calendar year.
- 14.4 Except as expressly stated in these **Terms**, we do not give any representations, warranties or undertakings in relation to the **Services**. Any representation, condition or warranty which might be implied or incorporated into these **Terms** by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the **Contract**.

14.5 Although we have antivirus protection in place, PD:Approval will not be responsible for any virus being transferred onto your system. As such, it is your responsibility to ensure that you also have your own antivirus and antimalware protection in place.

14.6 This clause 14 will survive termination of the **Contract**.

## 15. Confidentiality

15.1 We each undertake that we will not at any time during the **Contract**, and for a period of two years after termination of the **Contract**, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 15.2.

15.2 We each may disclose the other's confidential information:

- a. to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the **Contract**. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 15; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the **Contract**.

## 16. Applying for Partner or Supporter status and its acceptance

16.1 **Application.** As indicated on our [Website](#), you must first apply for [Accredited Endorsement](#) where you can select an option to become a PD:Verified Partner or Supporter.

16.2 **Acknowledging your application.** After you place your order for Accredited Endorsement, we will acknowledge it by email. This acknowledgment does not, however, mean that your application for Partner or Supporter status has been accepted by us. Our acceptance of your application will take place as described in clause 4.3.

16.3 **Accepting your application.** We reserve the right to reject an application at our discretion and without justification and will notify you if we wish to do so. Our acceptance of your application takes place once you have successfully completed the endorsement process and when we send a confirmation of **Approval**. At this point:

- a. a legally binding **Contract** will be in place between you and us; and
- b. If you are under the age of 18 you may not buy **Services** from the site.

16.4 **If we cannot or wish not to accept your application.** If we are unable to supply you with the **Services** for any reason, we will inform you of this by email. We may contact you to say that we do not accept your application. This is typically for the following reasons:

- a. we cannot carry out the **Services** (this may be because, for example, we have a shortage of staff);
- b. you are not allowed to buy the **Services** from us;
- c. we are not allowed to sell the **Services** to you;
- d. we believe your appointment may have a negative impact on PD:Approval;
- e. we believe your appointment would affect PD:Approval's reputation, integrity, ethical values, status as a quality assurer, or any other reason we deem appropriate; or
- f. there has been a mistake on the pricing or description of the **Services**.

16.5 In the event your application for PD:Verified Partner or Supporter is not accepted, we will not continue to process your application for endorsement unless you advise otherwise.

## 17. Approval of Partner and Supporter Status

17.1 Your Partner or Supporter status is valid for a period of one year in line with your endorsement period.

17.2 Your Partner or Supporter status will enable learners achieving **Faculty Qualifications** to gain discounted entry (one year only) to PD:Verified to gain professional recognition.

## 18. Renewal

18.1 Your Partner or Supporter status will be renewed at the same time as your endorsement.

- 18.2 PD:Approval will support the renewal process by issuing a timely reminder, however, it is your sole responsibility to ensure you renew by the expiry date and PD:Approval cannot be held accountable for reminders not received.
- 18.3 A Renewal must be completed by the expiry date to ensure your **Graduates** can benefit from the discounted membership.
- 18.4 Where a renewal does not take place, any learners enrolled after the renewal date cannot be submitted to PD:Verified by Partners as they will not be eligible for discounted membership.
- 18.5 Should a Supporter not renew their endorsement, the discount code will immediately be cancelled.

## 19. Cancelling your Contract

Should a training provider wish to cancel their Partner or Supporter status, the following conditions apply:

- 19.1 You may cancel this **Contract** at any time.
- 19.2 Cancellation of this **Contract** will not affect your on-going endorsement if you are a Partner. If a Supporter, your complementary endorsement will end at the same time as your Supporter status.
- 19.3 In order to exercise the right to cancel, you must inform us of your decision to cancel this **Contract** in a clear statement by email to [pdverified@pdapproval.com](mailto:pdverified@pdapproval.com) giving one month's notice (30 days). We will email an acknowledgement within 5 working days to confirm we have received your notification to cancel.
- 19.4 Providing your cancellation is accepted, it will be effective from the date we receive your email.
- 19.5 PD:Verified will acknowledge your notification within 5 working days.
- 19.6 The notice period of one month will start from the date of your notification to cancel.
- 19.7 Any new **Graduates** enrolled after the date of the notification to cancel will not be eligible for a discounted membership from PD:Verified.
- 19.8 You must immediately seek to remove all PD:Verified logos from your marketing assets and any reference to Partner or Supporter status, to be completed by the end of the notice period.
- 19.9 Within 5 working days of the date of your notification to cancel email you must provide a list of all current learners, who will still be eligible for discounted membership.
- 19.10 You agree that all monies owing prior to the end of the notice period will be paid in full (Partners only).
- 19.11 The discount code provided to Supporters will expire one month from the date of your notification to cancel. It is the Supporter's responsibility to ensure that their past and present **Graduates** are aware of this time limit to enable them to use the discount code before it expires.

## 20. Termination by PD:Verified

- 20.1 Without limiting any of our other rights, we may suspend the performance of the **Services**, or terminate the **Contract** with immediate effect by giving written notice to you if:
  - a. you commit a material breach of any term of the **Contract** and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
  - b. you fail to pay any amount due under the **Contract** on the due date for payment;
  - c. you do or omit to do something which, or if we may reasonably decide our association with you has, adversely (or has the potential to adversely) affect our good name and reputation;
  - d. you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - e. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - f. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the **Contract** has been placed in jeopardy.
- 20.2 Upon notification from PD:Verified of removal of Partner or Supporter status and within a timeframe set by PD:Verified, you must remove all PD:Verified logos from your marketing assets and any reference to Partner or Supporter status.

- 20.3 You must provide within 5 working days of the date of termination a list of all current learners at the time of termination of Partner or Supporter status, who will still be eligible for discounted membership.
- 20.4 Any new **Graduates** enrolled after the date of the termination of Partner or Supporter status will not be eligible for a discounted membership from PD:Verified.
- 20.5 Termination of the **Contract** will not affect your or our rights and remedies that have accrued as at termination, particularly for **Charges** accrued or due or payable.
- 20.6 You agree that all monies owing prior to the termination of Partner status will be paid in full.
- 20.7 Any provision of the **Contract** that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.
- 20.8 PD:Approval reserves the right to refuse any future request for our **Services** if your current **Services** are terminated for any reason, or to impose any timeframe before a new application can be accepted
- 20.9 You must make all new learners aware that your PD:Verified membership offer has ended. PD:Verified is not liable to provide the benefits of discounted membership if you haven't communicated your change of status effectively
- 20.10 It is your responsibility to ensure that all your staff are aware of the end of your Partner or Supporter status so as not to disadvantage your learners by offering discounted membership which PD:Verified will not provide.
- 20.11 These same clauses apply if you do not renew your endorsement with us, which is a condition under these **Terms** for Partner or Support status.

## 21. Events outside our control

- 21.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the **Contract** that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**) and force majeure.
- 21.2 Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
- 21.3 The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure listed but not restricted to in clause 21.2 upon the performance of its obligations.
- 21.4 If an Event Outside Our Control takes place that affects the performance of our obligations under the **Contract**:
  - a. we will contact you as soon as reasonably possible to notify you; and
  - b. our obligations under the **Contract** will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the **Services** with you after the Event Outside Our Control is over.
- 21.5 You may cancel the **Contract** affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us at [pdverified@pdapproval.com](mailto:pdverified@pdapproval.com).
- 21.6 Any unpaid invoices for **Charges** must be settled within the normal payment terms.

## 22. Communications between us

- 22.1 When we refer to "in writing" in these **Terms**, this includes email.
- 22.2 Any notice or other communication given by one of us to the other under or in connection with the **Contract** must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 22.3 A notice or other communication is deemed to have been received:
  - a. if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;



- b. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - c. if sent by email, at 9.00 am the next working day after transmission.
- 22.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, such email was sent to the specified email address of the addressee.
- 22.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 23. General

- 23.1 **Assignment and transfer** We may assign or transfer our rights and obligations under the **Contract** to another entity but will always notify you in writing or by posting on this webpage if this happens
- 23.1.1 You may only assign or transfer your rights or your obligations under the **Contract** to another person if we agree in writing.
- 23.2 **Variation** Any variation of the **Contract** only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 23.3 **Waiver** If we do not insist that you perform any of your obligations under the **Contract**, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 23.4 **Severance** Each paragraph of these **Terms** operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 23.5 **Third party rights** The **Contract** is between you and us. No other person has any rights to enforce any of its **Terms**.
- 23.6 **Governing law and jurisdiction** The **Contract** is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the **Contract** to the exclusive jurisdiction of the English courts.