



## GP+ Terms of Service

### 1. YOUR PERSONAL DATA

- 1.1 Your personal data will be processed by us in accordance with our privacy policy. A copy of which is available at [gplus.lincify.co.uk/privacy](http://gplus.lincify.co.uk/privacy).

### 2. OUR TERMS

- 2.1 We have developed a certain software application which we make available to general practitioner medical practices via the internet on a subscription basis for the purpose of reconciling and exporting NHS GP Payment statements to QuickBooks Online and Xero. These are the terms and conditions on which we supply access to the Services to our customers.

- 2.2 Please read these terms carefully before you submit your order for the Services to us. These terms tell you who we are, how we will provide the Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 We are Lincify Limited. We are incorporated and registered in England and Wales with registration number 10763966 Our registered office is at 4 Ambassador Place, Stockport Road, Altrincham, Cheshire WA15 8DB

- 3.2 You can contact our customer service team by email at [support@lincify.co.uk](mailto:support@lincify.co.uk)

- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you have supplied when placing your order for the Service.

#### 4. **PLACING AN ORDER FOR THE SERVICE**

4.1 Our website is solely for the promotion of the Service to general practitioner medical practices in the UK. Unfortunately, we do not accept orders for the Service from addresses outside the UK.

4.2 By placing an order for the Service, you personally warrant:

- (a) you are placing the order for the Service on behalf of a general practitioner medical practice in the UK; and
- (b) you are authorised to place the order for the Service on behalf of such practice; and
- (c) your medical practice has a valid licence to use QuickBooks Online or Xero;

#### 5. **OUR CONTRACT WITH YOU**

5.1 Our acceptance of your order to use the Service will take place when we email you to accept it, at which point a contract will come into existence between you and us and you will be invited to register a user account.

5.2 If we are unable to accept your order to use the Service, we will inform you of this and will not charge you. This might be because we have identified an error in the price or description of the Service or because of other issues.

5.3 We will assign an account number to your order to use the Service and tell you what it is when we accept your order for the Service. It will help us if you can tell us the account number whenever you contact us about your order to use the Service.

#### 6. **INTERPRETATION OF THESE TERMS AND CONDITIONS**

6.1 The definitions and rules of interpretation in this clause apply in this terms and conditions.

**Authorised Users:** those of your registered general practitioners or employees who you authorise to use the Service and the Documentation, as further described in clause 7.2(b).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 15.5.

**Your Data:** the data inputted into the Service by you or your Authorised Users, or by us on your behalf for the purpose of using the Service or facilitating your use of the Service.

**Documentation:** the document we make available to you online via [gpplus.lincify.co.uk](http://gpplus.lincify.co.uk) or such other web address we notify to you from time to time which sets out a description of the Service and the user instructions for the Service.

**Start Date:** the date on which we send you an email confirming we have accepted your order for the Service.

**Initial Subscription Term:** 12 months.

**Normal Business Hours:** 8.00 am to 6.00 pm local UK time, each Business Day.

**Renewal Period:** the period described in clause 18.1.

**Service:** the subscription service we provide to you via [gpplus.lincify.co.uk](http://gpplus.lincify.co.uk) or any other website we notify to you from time to time, as more particularly described in the Documentation.

**Subscription Fees:** the subscription fee shall be calculated in accordance with the following table:

	<b>Fee</b>
Paid annually in advance	£25 plus VAT per month
Paid monthly	£30 plus VAT per month

**Subscription Term:** has the meaning given in clause 18.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**Support Services Policy:** our policy for providing support in relation to the Service as made available at [gpplus.lincify.co.uk](http://gpplus.lincify.co.uk) or such other website address as may be notified to you from time to time.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 6.2 Clause headings shall not affect the interpretation of these terms and conditions.
- 6.3 A “person” includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 6.4 A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 6.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 6.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 6.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date your order for the Service is accepted.
- 6.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date your order for the Service is accepted under that statute or statutory provision.
- 6.9 A reference to “writing” or “written” includes e-mail.

## **7. USE OF THE SERVICE**

- 7.1 Subject to the restrictions set out in this clause 7 and the other terms and conditions, we hereby grant to you a non-exclusive, non-transferable right to permit the Authorised Users to use the Service and the Documentation during the Subscription Term solely for your internal business operations.
- 7.2 In relation to the Authorised Users, you undertake that:
- (a) each Authorised User shall keep a secure password for his use of the Service and Documentation, and that each Authorised User shall keep his password confidential;
  - (b) you shall maintain a written, up to date list of current Authorised Users and provide such list to us within 5 Business Days of our written request at any time or times;
  - (c) you shall permit us to audit the Service in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at our expense, and this right shall be

exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business;

- (d) if any of the audits referred to in clause 7.2(c) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to our other rights, you shall promptly disable such passwords and neither of us shall issue any new passwords to any such individual; and
- (e) if any of the audits referred to in clause 7.2(d) reveal that you have underpaid Subscription Fees to us, then without prejudice to our other rights, you shall pay to us an amount equal to such underpayment as calculated in accordance with the prices set out in the definition of "Subscription Fees" within [5] Business Days of the date of the relevant audit.

7.3 You shall not, and you will procure that the Authorised Users do not, access, store, distribute or transmit any Viruses, or any material during the course of your or their use of the Service that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches the provisions of this clause.

7.4 You shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between us both:
  - (i) and except to the extent expressly permitted under these terms and conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software forming part of the Service and/or Documentation (as applicable) in any form or media or by any means; or

- (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software forming part of the Service; or
  - (b) access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or
  - (c) use the Service and/or Documentation to provide services to third parties; or
  - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or Documentation available to any third party except the Authorised Users; or
  - (e) attempt to obtain, or assist third parties in obtaining, access to the Service and/or Documentation, other than as provided under this clause 7.
- 7.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.
- 7.6 The rights provided under this clause 7 are granted to you only, and shall not be considered granted to any of your subsidiaries or holding companies.

## **8. SERVICES**

- 8.1 We shall, during the Subscription Term, provide the Service and make available the Documentation to you on and subject to the terms of these terms and conditions.
- 8.2 We shall use commercially reasonable endeavours to make the Service available to you 24 hours a day, seven days a week, except for:
- (a) planned maintenance of which you have been given advanced notice; and
  - (b) unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavours to give you notice in advance.
- 8.3 We will, as part of the Service and at no additional cost to you, provide you with our standard customer support services during Normal Business Hours.
- 8.4 We may change the Service and Documentation at any time:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Service; and
- (c) to implement major technical adjustments and improvements, for example to add new features and functionality, but if we do so we will notify you. These changes will not adversely affect your use of the Service.

8.5 We may have to suspend the supply of the Service for the reasons set out in clause 8.4. We will notify you if this is necessary.

## **9. YOUR DATA**

9.1 You shall own all right, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

9.2 We shall follow our archiving procedures for Your Data as set out in our Back-Up Policy available at [gpplus.lincify.co.uk/backup](http://gpplus.lincify.co.uk/backup) or such other website address as may be notified to you from time to time, as such document may be amended by us in our sole discretion from time to time. In the event of any loss or damage to Your Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore Your Data that has been lost or damaged from the latest back-up of Your Data we have maintained in accordance with the archiving procedure described in our Back-Up Policy. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted us to perform services related to the maintenance and back-up of Your Data).

9.3 We shall, in providing the Services, comply with our Privacy and Security Policy relating to the privacy and security of Your Data available at [gpplus.lincify.co.uk/documents](http://gpplus.lincify.co.uk/documents) or such other website address as may be notified to you from time to time, as such document may be amended from time to time by us in our sole discretion.

9.4 If we process any personal data on your behalf when performing our obligations under these terms and conditions, we both record our intention that you shall be the data controller and we shall be a data processor and in any such case:

- (a) you acknowledge and agree that the personal data may be transferred or stored outside the EEA (and in particular be transferred to, and stored by, Intuit Inc as part of your use of your QuickBooks account or Xero.)

in order to carry out the Service and our other obligations under these terms and conditions;

- (b) you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with these terms and conditions on your behalf so that we may provide the Service to you;
- (c) you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
- (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## **10. THIRD PARTY PROVIDERS**

10.1 You acknowledge that the Service will export Your Data to Intuit Inc as part of your use of your QuickBooks or Xero account and that you use your QuickBooks or Xero account or service solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, your Quickbooks Online or Xero account. We recommend that you refer to Intuit Inc's terms and conditions and privacy policy that apply to your use of your QuickBooks or Xero account. We do not endorse or approve Intuit Inc's QuickBooks Online or Xero service.

10.2 Notwithstanding clause 10.1, you are reminded that your use of Intuit Inc's Quickbooks Online or Xero account or service is subject to Intuit Inc's or Xero terms and conditions and privacy policy.

## **11. OUR OBLIGATIONS**

11.1 We undertake that the Service will be performed substantially in accordance with the Documentation and with reasonable skill and care.

11.2 The undertaking at clause 11.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to our instructions, or a modification or alteration of the Service by any party other than us or our duly authorised contractors or agents. If the Service does not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 11.1. Notwithstanding the foregoing, we:



- (a) do not warrant that your use of the Service will be uninterrupted or error-free; or that the Service, Documentation and/or the information obtained by you through the Services will meet your requirements; and
- (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.3 These terms and conditions shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to the Services.

11.4 We warrant that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms and conditions.

## **12. YOUR OBLIGATIONS**

12.1 You shall:

- (a) provide us with:
  - (i) all necessary co-operation in relation to these terms and conditions and the Service; and
  - (ii) all necessary access to such information as we may require; in order to provide the Service, including but not limited to Your Data;
- (b) comply with all applicable laws and regulations with respect to its activities under these terms and conditions;
- (c) carry out all your responsibilities set out in these terms and conditions in a timely and efficient manner;
- (d) ensure that the Authorised Users use the Service and the Documentation in accordance with the terms and conditions of these terms and conditions and shall be responsible for any Authorised User's breach of these terms and conditions;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for us, our contractors and agents to perform their obligations under these terms and conditions, including without limitation the Service;

- (f) ensure that your network and systems comply with the relevant specifications we provide from time to time; and
- (g) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to the Service, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

### **13. CHARGES AND PAYMENT**

- 13.1 You shall pay the Subscription Fees to us in accordance with this clause 13.
- 13.2 When you submit your order for the Service you must also pay for the Subscription Fees for the Initial Subscription Period with a valid debit or credit card.
- 13.3 By providing your valid debit or credit card details to us, you hereby authorise us to bill such debit or credit card:
- (a) for the Subscription Fees payable in respect of the Initial Subscription Term on the Start Date; and
  - (b) subject to clause 18.1, on each annual anniversary of the Start Date for the Subscription Fees payable in respect of the next Renewal Period.
- 13.4 If for any reason we have not been able to successfully charge your debit or credit card for the Subscription Fees due then, and without prejudice to any other rights and remedies we may have:
- (a) we may, without liability to you, disable your password, account and suspend access to all or part of the Service and we shall be under no obligation to provide any or all of the Service while the Subscription Fees remain unpaid; and
  - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 13.5 The Subscription Fees:
- (a) shall be payable in pounds sterling;
  - (b) are, subject to clause 17.4(b), non-cancellable and non-refundable; and

- (c) are exclusive of value added tax, which shall be added our invoice(s) at the appropriate rate.

13.6 We shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to you.

#### **14. PROPRIETARY RIGHTS**

14.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Service and the Documentation. Except as expressly stated herein, these terms and conditions do not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Documentation.

14.2 We confirm that we have all the rights in relation to the Service and the Documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, these terms and conditions.

#### **15. CONFIDENTIALITY**

15.1 Each of us may be given access to Confidential Information from the other in order to perform its obligations under these terms and condition. Neither of our Confidential Information shall be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the receiving party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

15.2 Each of us shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these terms and conditions.

15.3 Each of us shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed

by its employees or agents in breach of the terms of these terms and conditions.

- 15.4 Neither of us shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.5 You acknowledge that details of the Service (including the software forming part of the Service), and the results of any performance tests of the Service, constitute our Confidential Information.
- 15.6 We acknowledge that Your Data is your Confidential Information.
- 15.7 The above provisions of this clause 15 shall survive termination of our agreement to provide access to the Service, however arising.

## **16. INDEMNITY**

- 16.1 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Service and/or Documentation, provided that:
  - (a) we give prompt notice of any such claim;
  - (b) we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
  - (c) you are given sole authority to defend or settle the claim.
- 16.2 We shall defend you, your officers, directors and employees against any claim that the Service or Documentation infringes any United Kingdom patent effective as of the Start Date, copyright or trade mark, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
  - (a) we are given prompt notice of any such claim;
  - (b) you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
  - (c) we are given sole authority to defend or settle the claim.
- 16.3 In the defence or settlement of any claim, we may procure you the right to continue using the Service, replace or modify the Service so that they become non-infringing or, if such remedies are not reasonably available, terminate our agreement to allow you to use the Service on 2 Business Days' notice to you

without any additional liability or obligation to pay liquidated damages or other additional costs to you.

- 16.4 In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- (a) a modification of the Service or Documentation by anyone other than us; or
  - (b) your use of the Service or Documentation in a manner contrary to the instructions we have given to you; or
  - (c) your use of the Service or Documentation after we have notified you of the alleged or actual infringement.
- 16.5 The foregoing and clause 17.4(b) states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark and other intellectual property rights.

## **17. LIMITATION OF LIABILITY**

- 17.1 This clause 17 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- (a) arising under or in connection with our agreement to allow you to use the Service;
  - (b) in respect of any use made by you of the Service and Documentation or any part of them; and
  - (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with our agreement to allow you to use the Service.
- 17.2 Except as expressly and specifically provided in these terms and conditions:
- (a) you assume sole responsibility for results obtained from your use of the Service and the Documentation, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information or instructions you provide to us in connection with the Service, or any actions we take at your direction;
  - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from our agreement with you; and
  - (c) the Service and the Documentation are provided to you on an "as is" basis.

- 17.3 Nothing in these terms and conditions excludes our liability:
- (a) for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors (as applicable); or
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

- 17.4 Subject to clause 17.2 and clause 17.3:
- (a) we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of revenue, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential losses, costs, damages, charges or expenses however arising under our agreement with you; and
  - (b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our agreement with you shall be limited to 200 per cent of the Subscription Fees paid in the twelve months preceding the event giving rise to the liability in question.

## 18. TERM AND TERMINATION

- 18.1 Our agreement with you for you to use the Service shall, unless otherwise terminated as provided in this clause 18, commence on the Start Date and shall continue for the Initial Subscription Term and, thereafter, our agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either of us notifies the other of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case our agreement for you to use the Service shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of these terms and conditions;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

- 18.2 You may terminate our agreement giving you the right to use the Service at any time by giving us written notice. However, you will not be entitled to a refund of Subscription Fees paid in respect of the unexpired portion of the Subscription Term.
- 18.3 Without affecting any other right or remedy available to either of us, either of us may terminate our agreement with the other with immediate effect by giving written notice to the other if:
- (a) the other fails to pay any amount due under these terms and conditions on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
  - (b) the other commits a material breach of any other term of these terms and condition which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7days after being notified in writing to do so; or
  - (c) the other repeatedly breaches any of the terms of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these terms and condition.
- 18.4 On termination of our agreement for any reason:
- (a) all licences granted under these terms and conditions shall immediately terminate;
  - (b) each of us shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other;
  - (c) we may destroy or otherwise dispose of You Data in our possession unless we receive, no later than ten days after the effective date of the termination, a written request for the delivery to you of the then most recent back-up of Your Data. We shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination. You shall pay all reasonable expenses we incur in returning or disposing of Your Data; and
  - (d) any rights, remedies, obligations or liabilities of either of us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of our agreement which existed at or before the date of termination shall not be affected or prejudiced.

**19. FORCE MAJEURE**

19.1 We shall have no liability to you if we are prevented from or delayed in performing our obligations under these terms and conditions, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

**20. VARIATION**

20.1 No variation of these terms and condition shall be effective unless it is in writing and signed us both (or our authorised representatives).

**21. WAIVER**

21.1 No failure or delay by either of us to exercise any right or remedy provided under these terms and condition or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**22. RIGHTS AND REMEDIES**

22.1 Except as expressly provided in these terms and conditions, the rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

**23. SEVERANCE**

23.1 If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of us both.



**24. ENTIRE AGREEMENT**

24.1 These terms and conditions, and any documents referred to in it, constitute the whole agreement between us both and supersede any previous arrangement, understanding or agreement relating to your use of the Service.

**25. ASSIGNMENT**

25.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.

25.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.

**26. NO PARTNERSHIP OR AGENCY**

26.1 Nothing in these terms and conditions is intended to or shall operate to create a partnership between us both, or authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**27. THIRD PARTY RIGHTS**

27.1 These terms and conditions do not confer any rights on any person or party (other than us both and, where applicable, our successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

**28. GOVERNING LAW**

28.1 These terms and conditions, our agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**29. JURISDICTION**

29.1 Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and condition and our agreement or its subject matter or formation (including non-contractual disputes or claims).