

Start Up Programme Terms and Conditions

Your attention is particularly drawn to the provisions of clause 18 (Our Liability to You)

1. These Terms and Conditions

2.
 - a) These are the terms on which Young Enterprise (“Young Enterprise”, “we”, “us”, “our”) will supply you with our services for the Start Up programme (“Start Up Programme”) via the Company Connect Digital Platform (“Digital Platform”).
 - b) These Terms and Conditions, the Service Level Agreement and the Operating Framework (as defined in paragraph 9a)x constitute the entire agreement between you and us in relation to our delivery of the Start Up Programme (this “Agreement”). You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in this Agreement.
 - c) Please note that in this Agreement the following rules of interpretation will apply:
 - i. a reference to a paragraph is a reference to a paragraph of these Terms and Conditions unless otherwise stated;
 - ii. the headings are included for convenience only and will not affect interpretation;
 - iii. the expressions "including", "include", and any similar expressions do not limit the words before it;
 - iv. words in the singular shall include the plural and vice versa and references to legal persons shall include natural persons and vice versa;
 - v. references to “writing” or “written” excludes fax but includes email;
 - vi. references to any laws will, unless the context otherwise requires, be read as including references to any amended and/or replacement law; and
 - vii. references to "business day" means a day other than a Saturday, Sunday or public holiday in England or Wales when banks in London are open for business.

3. How to Join the Start Up Programme

- a) To participate in the Start Up Programme, please email us and we will put you in touch with an Educational Partnerships Manager who will assist you in placing your order by providing a Service Level Agreement to you, for you to review, sign and return to us via email (“Order”). Each Order is an offer by you to join the Start Up Programme subject to this Agreement and will state the date on which you wish your participation in the Start Up Programme to start (“Start Date”).
- b) After you place your Order, you will receive an email from us in reply acknowledging that we have received and accepted your Order, and providing you with an invoice for the applicable fees payable by you as set out in the Service Level Agreement (“Acceptance”) at which point and on which date this Agreement shall come into effect and be binding upon you and us.
- c) Please note that your booking for the Start Up Programme is not reserved until we receive payment of the applicable fees.
- d) Once we have received your payment we will then send an email to you with a link for you to register for the Digital Platform.

4. Changes to your Order

- a) If you want to make a change to your Order for the Start Up Programme after our Acceptance of your Order, you must notify us in writing as soon as possible.
- b) Please note: we cannot accommodate or accept all changes to your Order. Any accepted changes are at our sole discretion and must be agreed in writing. Any agreed changes to your Order might result in additional reasonable fees being charged to you, to cover any costs we incur as a result of the change. We shall be entitled to invoice to you for these additional fees and they shall be payable in accordance with paragraph 14c).

- c) If you would like to increase the number of teams who partake in the Start Up Programme, after our Acceptance of your Order, then additional Student Companies are required to be ordered and registered on the Digital Platform and you shall pay us the applicable additional fee per additional Company. We will issue an invoice for such additional fees immediately. Please note that we are not always able to accommodate additional students or Student Companies after our Acceptance of your initial Order and we reserve the right to refuse to allow more students or Student Companies than the number in your original Order.

5. Cancellation of your Order the Start Up Programme

- a) Young Enterprise reserve the right to cancel your Order for any reason by giving you four (4) weeks written notice prior to the Start Date specified in your Order.
- b) If you want to cancel your Order, you may do so by giving us four (4) weeks written notice prior to the Start Date specified in your Order.
- c) If your Order is cancelled in accordance with paragraph 5 a) or b) above, we shall refund you any Fees already paid.
- d) If you wish to cancel the Start Up Programme after the time period specified in paragraph 5 b) you may still do so by giving us written notice, but you will receive no refund and you shall still be required to pay the Fees in full, if you haven't already done so. You acknowledge that this is a reasonable requirement to cover the costs to us of dedicating resource to the Start Up Programme.

6. Events and Content

- a) Your Order for the Start Up Programme includes access to various events hosted by Young Enterprise for the duration of your participation, including but not limited to trade fairs, showcases, competition stages and programme events to support the delivery of the Start Up Programme ("Events"). Events are hosted online and in person, and may vary depending on your location.
- b) We reserve the right to change and update the content of the Start Up Programme, including the Events and/or the way in which we deliver it, or them, as we see fit.

7. Digital Platform

- a) You will be required to register on the Digital Platform and accept its terms of use ("Terms of Use") in order to take part in the Start Up Programme. The Terms of Use for the Digital Platform can be found here <https://www.company-connect.org.uk/>
- b) The Digital Platform will enable you to register the companies comprised of students who will be taking part in the Start Up Programme (each a "Student Company"). All students taking part in each Student Company must be registered on the Digital Platform and accept the Terms of Use in order to participate in the Start Up Programme.
- c) You will be required to register students with the Digital Platform yourselves, by providing their full name and email address and in doing so, you are confirming that you have the appropriate authority and consent to provide the personal data of any under 18s taking part in the Start Up Programme.
- d) On registration of a Student Company and on registration of students on the Digital Platform each user will each user will use their registered email address as their account username and will create their own password. These details must be kept confidential and you must let us know if you suspect that someone else has become aware of these.
- e) We reserve the right to suspend any user's access to the Digital Platform if we suspect there has been unauthorised access to the Digital Platform or if they have breached the Terms of Use, there has in our opinion been a misuse of the Digital Platform, or we otherwise deem it necessary. You will also lose access to the Digital Platform upon the expiration or termination of this Agreement.

- f) We do not give any warranties or guarantees as to the availability of the Digital Platform and you acknowledge that there may be times when it is unavailable due to maintenance or as a result of faults.
- g) We are not responsible for providing you with any equipment, software or services required to enable access to the Digital Platform and you must arrange these yourself.

8. Student Company Finances

- a) We have partnered with Equals Money UK Limited trading as Card One Money (“Card One Money”) to assist students in managing the finances of their Student Company.
- b) When you register students to the Digital Platform, you acknowledge that you are confirming their identity to Young Enterprise and to Card One Money, to enable Card One Money to provide a business current account to the Student Company, if relevant (“Student Company Account”).
- c) Students will be directed to set up a Student Company Account on the Digital Platform. Each Student Company Account will be under the umbrella of the Young Enterprise Card One Money Account (“Young Enterprise Account”).

9. Our Responsibilities

- a) We acknowledge and undertake that we will, for the duration of your participation in the Start Up Programme:
 - i. deliver the Start Up Programme to you in accordance with this Agreement;
 - ii. endeavour to provide those of your staff who are registered on the Digital Platform (“Partner Staff”) with a schedule of Events in advance of the Events taking place;
 - iii. use reasonable endeavours to provide a minimum of one (1) mentor per Student Company to support and advise Student Companies and students (“Start Up Mentor”). By accepting this Agreement, you acknowledge that there may be instances where we are unable to provide one Start Up Mentor for every Student Company;
 - iv. Ensure that all Start Up Mentors undergo our Safeguarding training prior to commencing their role, and at subsequent three year intervals. You acknowledge that any volunteers or mentors you choose to engage separately will not have been vetted or recommended by Young Enterprise, and therefore that Young Enterprise will not assume any responsibility for their ongoing support, insurance, DBS checks or training. Volunteers or mentors you engage with separately will not be permitted to access the Digital Platform;
 - v. provide reasonable support, at our discretion, to Student Companies by email, telephone and other meetings or activities as arranged between you, us and the Start Up Mentors;
 - vi. provide a reasonable amount of materials, at our discretion, for the Start Up Mentors, Partner Staff and students to use during their participation in the Start Up Programme;
 - vii. at our absolute discretion, provide inductions and pre-arranged training sessions from time to time for Start Up Mentors and Partner Staff;
 - viii. use our reasonable endeavours to keep the Digital Platform up to date with details of Events and other useful information;
 - ix. maintain appropriate product and public liability insurance for the activities of students, our personnel and Start Up Mentors in relation to their participating in the Start Up Programme; and
 - x. use our reasonable endeavours to keep and maintain an appropriate governing operating framework (a copy of which is available on <https://www.young-enterprise.org.uk/policies>) for the Start Up Programme (“Operating Framework”).

10. Your Responsibilities

a) Prior to your Start Date, you acknowledge and undertake to:

- i. nominate a member of your Partner Staff to act as a point of contact between you and us, and inform us who they are and if the point of contact changes;
- ii. provide us with all information which we request concerning the delivery of the Start Up Programme, any Events or any other meetings or activities within the timescales given;
- iii. make sure that Partner Staff attend all inductions and pre-arranged training sessions for the Start Up Programme where required by us;
- iv. communicate any special requirements (e.g. catering, disabled access, visual/hearing impairment) of Partner Staff and students to us as soon as possible and in any event in advance of the date of any training, Events or any other meetings or activities;
- v. provide us and the Start Up Mentors with an adequate briefing about your university or college and students.

b) After your Start Date and throughout your participation in the Start Up Programme, you acknowledge and undertake to:

- i. ensure that all participating students in all Student Companies are registered with the Digital Platform, and are only registered in the role of students;
- ii. with, or without the Partner Staff, meet the requirements as set out in any lesson or action plan which we provide to you;
- iii. ensure that Partner Staff supporting Student Companies are registered with the Digital Platform and are only registered in the role of educators or co-educators;
- iv. not invite any individual to register as a volunteer on the Digital Platform. Volunteers you engage with separately to Start Up Mentors will be removed from the Digital Platform;
- v. comply with, and ensure that students and Student Companies comply with the legal and governance obligations detailed in the Operating Framework;
- vi. ensure that students obtain product and, or service approval through the Digital Platform prior to trading, failure to do so will result in the products or services not being covered by the insurance provided by Young Enterprise and may result in the relevant Student Company being removed from participation in the Start Up Programme. You accept sole liability for all risks associated with all unapproved products or services in accordance with paragraph 18;
- vii. ensure that Student Companies operate only as branches of Young Enterprise and are not separately registered with Companies House for the duration of this agreement;
- viii. ensure that, students and Student Companies only use handheld card readers in accordance with the rules and criteria stated in the Operating Framework in relation to handheld card readers. Young Enterprise will have no involvement in and accept no responsibility in respect of any issues with handheld card readers or their providers;
- ix. provide us and the Start Up Mentors with access to your university or college for Events and any other meetings or activities (if required) and the rooms and other reasonable facilities needed to deliver the same;
- x. ensure that an appropriate number of Partner Staff are available throughout Events and any other meetings or activities and that Start Up Mentors are not left unsupervised at any time when supporting students;

- xi. stay informed of any planned calls and meetings taking place outside of those which have been pre-arranged as part of the course timetable;
- xii. notify us at the earliest opportunity of any accident or incident taking place during the Start Up Programme (including any issues involving any Start Up Mentors which must be communicated to us and not the Start Up Mentor and we will deal with this for you);
- xiii. notify us and the Start Up Mentors as soon as possible in the event that any meetings or activities arranged between you and us and/or the Start Up Mentors have to be cancelled or postponed;
- xiv. encourage all Partner Staff to complete and return the evaluation forms that we provide on conclusion of Events and any other meetings or activities.

c) In General, throughout the term of this Agreement, you acknowledge and undertake:

- i. that students always remain your responsibility and more specifically, the responsibility of university or college representatives;
- ii. to facilitate and support the recruitment of students to our programmes and facilitate students' involvement in Events which we hold, such as visits to Start Up Mentors company premises;
- iii. that by registering students to the Start Up Programme you are confirming their identity and providing their personal data to Young Enterprise and, if relevant, to Card One Money and that Card One Money will process their personal data as a data controller for its purposes in accordance with its privacy policy, which is available online at www.cardonemoney.com/privacy-policy; and
- iv. to recognise and promote the Start Up Programme and our involvement with you and include us in your prospectus and highlight our involvement with you during any OFSTED or similar quality inspections..

11. Intellectual Property Rights

- a) In this clause **Intellectual Property Rights** means, all intellectual property rights, including, but not limited to, patents, copyright, trademarks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) in each case whether registered or unregistered now or in the future in any part of the world.
- b) You acknowledge and agree that all Intellectual Property Rights in the materials and content used by us to deliver the Start Up Programme ("**Young Enterprise Materials**") belong to us.
- c) We grant you a licence during the term of the Agreement to use the Young Enterprise Materials solely for the purpose of your participation in the Start Up Programme as per your Order. You may not sub-license, assign or otherwise transfer the rights granted in this paragraph 11 c).
- d) You are prohibited from copying or replicating the Start Up Programme or any Young Enterprise Materials without our consent.
- e) You may only utilise Young Enterprise Materials as part of a programme managed by us or a specific related activity, and always, only those which we authorise.
- f) You shall indemnify us in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim brought against us, our agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, a Student Company's product or service.

- g) We provide no warranty that your use of Start Up Programme does not infringe the Intellectual Property Rights of any third party.

12. Safeguarding

- a) We are fully committed to promoting children's rights and their right to be protected from harm, abuse and exploitation and to be involved in any decisions that directly affect them. We will implement policies and procedures for safeguarding the welfare of children and young people. We will ensure our personnel and Start Up Mentors are selected, trained and supervised in accordance with these policies (please contact us if you would like further information about these policies).
- b) Young Enterprise shall:
 - i. ensure that all of our personnel and Start Up Mentors have completed the mandatory safeguarding training. 9a)iv
 - ii. ensure that all necessary personnel and Start Up Mentors are briefed on the contact hours that they are permitted to have with students; and
 - iii. manage and monitor the contact hours that Start Up Mentors have with students.
- c) You acknowledge that any arrangement that you may come to with Start Up Mentors or volunteers separately sits outside of the scope of the Start Up Programme and is your sole responsibility.

13. Health and Safety

- a) Where the Start Up Programme, Events or any other meetings or activities are delivered on your premises you will be responsible for undertaking a risk assessment to identify any potential risks to our personnel, Start Up Mentors, your staff and students and for taking any appropriate action in relation to such risks.
- b) Where the Start Up Programme, Events or any other meetings or activities require attendance by your Partner Staff and/or students on our premises or other such premises that we arrange we will undertake a risk assessment to identify any potential risks to our personnel, Start Up Mentors, your staff and students in accordance with our health and safety policy (please contact us if you would like further information about this policy).
- c) You acknowledge that where we have a responsibility to undertake a risk assessment this does not affect your obligation to obtain appropriate public liability and other insurances as required.
- d) You acknowledge that our personnel and Start Up Mentors are not necessarily first aid trained and that we take no responsibility for first aid care of Start Up Mentors, Partner Staff and students. This responsibility remains with you when in an educational setting and will be identified through an event risk assessment at any events outside of the educational setting.

14. Fees & Payment

- a) In consideration of us providing the Start Up Programme to you, you must pay our fees ("Fees") in accordance with this clause 14.
- b) The Fees are the prices quoted on your Service Level Agreement at the time you submit your Order.
- c) If you wish to make a change to your Order for the Start Up Programme, after our Acceptance of your Order, and we agree to such change, we will modify the Fees accordingly.
- d) Our Fees are exclusive of VAT. Where VAT is payable in respect of your Order you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Fees.
- e) Payment of the Fees is in advance. You will provide us with approved purchase order information acceptable to us and any other relevant valid, up-to-date and complete contact and billing details when you place your Order.

- a. You will pay for the Start Up Programme after you have provided your approved purchase order information to us, and when we issue an electronic invoice to you for the applicable Fees payable by you. The Fees shall be payable by you within 30 days of the date of the invoice.
- f) Invoices for any changes to your Order, in accordance with paragraph 4, will be issued by email to the email address provided when the original Order is placed.
- g) If you do not pay an invoice by the due date, then, without limiting our remedies under paragraph 16 (Terminating this Agreement):
 - a. we may, on giving you no less than 5 days' notice and without liability to you, disable your password, account and access to all or part of the Digital Platform and we shall be under no obligation to provide any or all of the Start Up Programme while the invoice(s) concerned remain unpaid; and
 - b. you will have to pay us interest on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time, but at 4% a year for any period when that base rate is below 0%. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us this interest together with the overdue amount.
- h) If you dispute an invoice in good faith and let us know that you dispute it promptly after receipt, the required payment periods and interest charges in this paragraph 14 shall be extended in relation to the disputed part of the invoice only and for the duration of the dispute only.

15. Duration of this Agreement

This Agreement shall continue in full force and effect until either:

- i. the Agreement expires, on the 31st July that follows placing your Order ("**Expiry Date**"); or
- ii. the Start Up Programme is cancelled by you, or us, in accordance with paragraph 5; or
- iii. this Agreement is terminated in accordance with paragraph 16,

whichever occurs first.

16. Terminating this Agreement

- a) You may terminate this Agreement with immediate effect if we breach this Agreement in a material way and (if the breach is fixable) we do not remedy the situation within 30 days of you asking us to do so in writing.
- b) We may terminate this Agreement or suspend the Start Up Programme with immediate effect if:
 - i. you do not make a payment of the Fees or other sums payable under this Agreement when due;
 - ii. you do not adhere to the terms of this Agreement or the Operating Framework;
 - iii. you breach this Agreement in another material way and (if the breach is fixable) you do not remedy the situation within 30 days of us asking you to do so in writing, in which case the Fees shall still remain due and interest shall accrue in accordance with paragraph 14 g) above.

17. At the End of this Agreement

- a) On expiration, cancellation, or termination of this Agreement for any reason:
 - i. our obligation to provide any part of the Start Up Programme which has not been delivered as at the date of expiration, cancellation or termination ceases;
 - ii. you shall immediately pay to us any and all of our outstanding unpaid invoices and interest and, if we have delivered any aspect of the Start Up Programme to you but have not yet submitted an invoice to you, we may submit an invoice, which shall be payable immediately on your receipt;
 - iii. your access and any students access to the Digital Platform will cease on 1st August that follows your Start Date, or the nearest working day thereto;

- iv. you must cease to use and return to us any Young Enterprise Materials, including copies thereof Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with this Agreement;
- v. unless advised otherwise by Young Enterprise, Student Companies will have until the Expiry Date to transfer the balance of funds in their Student Company Account to an alternative account of their choosing.
- vi. Any funds left in a Student Company Account after the expiry or earlier termination of this Agreement in accordance with clause 15 (“Unclaimed Funds”) will be transferred into the Young Enterprise Account and any Student Company Accounts will be closed.
- vii. All monies held in the Young Enterprise Account will be held on trust and can be reclaimed directly from us during the course of this Agreement and for a period of 2 years following the Expiry Date, subject to an administration fee.
- viii. the rights, remedies, obligations and liabilities of you and use that have accrued as at expiry or termination will be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of expiry or termination; and
- ix. any paragraph of this Agreement which is expressly or by implication intended to survive termination shall continue in full force and effect, including, for the avoidance of doubt, paragraph 18below.

18. Our Liability to You: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- a) We have obtained products and public liability insurance cover in respect of our own legal liability for individual claims not exceeding £10,000,000 (ten million pounds) per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- b) There are certain things that we and you are not able, by law, to exclude liability for, and nothing in this Agreement excludes liability for such things. This includes liability for:
 - i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation; and
 - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- c) Subject always to paragraph 18b) above:
 - i. we will not be liable to you, or to any third party, in any circumstances whatsoever in respect of the products and, or services of any Student Company that have not been approved by us in accordance with this Agreement;
 - ii. we will not be liable to you in any circumstances whatsoever for any loss of profit, loss of use or corruption of software, data or information, loss of or damage to goodwill, or any indirect or consequential losses which you suffer in connection with this Agreement, however arising (including in contract, tort and negligence and breach of statutory duty); and
 - iii. each of our and your total liability to the other in respect of all other losses, however so arising (including but not limited to liability in contract, tort and negligence, misrepresentation, and breach of statutory duty) shall in no circumstances exceed the total Fees paid and payable by you under this Agreement and any applicable interest.
- d) We have given commitments as to our compliance with the delivery of the Start Up Programme to you at paragraph 9. In view of these commitments, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, are, to the fullest extent allowed by law, excluded from this Agreement.
- e) Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- f) Nothing in this paragraph 18 shall limit your payment obligations under this agreement.

19. Events Outside of Our Control

- a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an Event Outside Our Control.
- b) An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation adverse weather, labour or trade disputes, strikes, lock-outs or other industrial action (whether involving our personnel or one of our suppliers), civil commotion, riot, invasion, cyber attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, collapse of buildings, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, interruption or failure of utility services, public or private telecommunications networks or transport networks.
- c) If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:
 - i. we will contact you as soon as reasonably possible to notify you; and
 - ii. our obligations under this Agreement will be suspended and, if we have been unable to deliver an Event or any other meetings or activities as a result of the Event Outside Our Control, we will contact you to arrange a new date for an Event or other meetings or activities and we shall discuss in good faith any additional charges which would be reasonable in the given circumstances.

20. Your Information

- a) Both you and us agree to comply with all applicable requirements of applicable data protection laws. This paragraph 20 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under applicable data protection laws.
- b) We will only process and use the personal information you provide to us as detailed in our [Privacy Policy](#) (“[Privacy Policy](#)”).
- c) We will not give the personal information that you provide to us (including the personal information of any students) to any third party, other than to Card One Money, as stated in paragraphs 8 b) and 10 c) iii).
- d) You consent to, (and shall procure all required consents in respect of) all actions taken by us in connection with the processing of any personal data that you provide to us, provided these are in compliance with the then-current version of our Privacy Policy. In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.
- e) For the avoidance of doubt, by providing us with the personal data of any under 18s taking part in the Start Up Programme, you are confirming to us that you have the appropriate authority and consent to do so.

21. Notices

- a) Any notice which is given under or in connection with this Agreement must be in writing, addressed to the relevant party at its principal address, or by email to us at info@y-e.org.uk and to you at the email address you provided when you placed your Order, or such other address as has been specified in writing to the other party, in accordance with this paragraph 21, and must be delivered, either, personally, sent by pre-paid first class post or other next working day delivery service, by commercial courier or by email.
- b) A notice shall be deemed to have been received:
 - a. if delivered personally, when left at the address referred to in paragraph 21a). above;
 - b. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting;
 - c. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - d. if sent by email to the email address stated in, or as notified in accordance with, paragraph 21 a) above, one business day after transmission provided no out of office is received back.

22. Other General Terms

- a) No variation of this Agreement shall be effective unless it is agreed in writing and signed by you and us.
- b) Nothing in this Agreement is intended to, or shall be deemed to, create any legal partnership or joint venture between you and us, nor will either you or us be the agent of the other.
- c) We may transfer, assign, delegate, sub-contract or deal in any other manner with our rights and obligations under this Agreement to another organisation at any time.
- d) You may only transfer, assign, sub-contract, delegate or deal in any other manner with your rights or your obligations under this Agreement to another organisation if we agree in writing.
- e) This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- f) Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or unenforceable, it shall be deemed deleted, but the Agreement and the remaining paragraphs will remain valid, and in full force and effect.
- g) If we fail to insist that you perform any of your obligations under this Agreement, 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 and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- h) Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

23. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation shall be governed by and is to be interpreted in accordance with the law of England and Wales. You and we both irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes or claims which arise under or in connection with this Agreement or its subject matter or formation.

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