

FORFRONT LTD

Terms and Conditions of Service for Tellos

Revision 11.4 January 2026

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1. Introduction

Tellos - UK Public Sector Engagement Platform. A secure, compliant, and user-friendly SaaS platform designed to help UK public sector organisations engage, communicate, and collaborate with residents, citizens and stakeholders.

Tellos may include modules for digital engagement, communications, data collection, case management and related services, as configured under the applicable Quote.

2. Interpretation and Definitions

2.1. In these terms and conditions, unless the context requires otherwise, the following words shall have the following meanings:

"Client" or **"You"** means the person, firm, company, or organisation that has requested any Services and purchased these Services from Us.

"Conditions" means the standard terms and conditions of service set out herein.

"Contract" means any contract for the provision of the Services and includes these Conditions.

"We", **"Our"** or **"Us"** means Forfront Limited, a company registered in England and Wales with company number 3643637 whose registered office is situated at Paternoster House, 65 St Paul's Churchyard, London EC4M 8AB, and whose trading address is Global House, Ashley Avenue, Epsom KT18 5AD.

"Data" means the personal data provided to Us and updated from time to time by You.

"IPR" means any and all Intellectual Property Rights including without limit any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Parties" is a reference to both Us and You.

"Passcodes" means those words notified to You by Us which control your access to some of the Services including without limit your usernames, passwords, and API keys.

"Index" means four percent (4%).

"RPI" means Retail Price Index over 12 months from January to December of the previous year.

"Quote" means the quote submitted by Us to You, and accepted by You, in relation to the relevant Contract.

"Servers" means the computer servers used to provide the Services.

"Services" means any services supplied or to be supplied by Forfront as described in the Quote issued by Us or as may be agreed from time to time; and

"Site" means any Internet website or platform operated by Us (including without limit www.forfront.com, www.forfront.net, www.tellos.co.uk, tellos.co.uk, tellos.uk, tellosuk.com, etc.).

“Data Protection Legislation” means:

- i) All data protection legislation and regulations applicable to Your processing of Data under the Agreement in jurisdictions where You operate or where the Data is used, including, where applicable, UK Data Protection Legislation, EU Data Protection Legislation and Non-EU Data Protection Legislation; and
 - ii) UK Data Protection Legislation means The Data Protection Act 2018 (DPA) and The Privacy and Electronic Communications Regulations 2003 (PECR) and any other applicable legislation within the relevant jurisdiction; and
 - iii) EU Data Protection Legislation means The General Data Protection Regulation 2018 (GDPR) and any other applicable legislation within the relevant jurisdiction; and
 - iv) Non-EU Data Protection Legislation means the California Consumer Privacy Act (“CCPA”); the Canadian Personal Information Protection and Electronic Documents Act (“PIPEDA”); and the Brazilian General Data Protection Law (“LGPD”), Federal Law no. 13,709/2018 and any other applicable legislation within the relevant jurisdiction.
- 2.2. Clause, Appendix, and paragraph headings shall not affect the interpretation of this agreement.
- 2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 2.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 2.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 2.8. A reference to “writing” or “written” includes electronic communications such as emails.
- 2.9. References to clauses and Appendices are to the clauses and Appendices of this agreement and references to paragraphs are to paragraphs of the relevant Appendix.
- 2.10. For the purposes of these Conditions, the terms “Personal Data”, “Processing”, “Controller”, “Processor”, “Sub-processor” and “Data Subject” shall have the meanings given to them in the UK GDPR.

3. Acceptance of Terms

- 3.1. The Conditions set out the terms on which We provide You with the Services. The Conditions shall apply to, and be integrated into, all Contracts and by using the Services You accept the Conditions.
- 3.2. All other terms and conditions (other than those which are agreed in writing between Us) are excluded to the fullest extent permitted by law.

- 3.3. We reserve the right to review and revise the Conditions from time to time without prior notice.
- 3.4. Subject to clause 3.3, continued use of the Services following any revision of the Conditions is deemed to be acceptance of the modifications or amendments to the Conditions and You agree to be bound by such changes.

4. Security

- 4.1. You are solely responsible for maintaining the security and proper use of all Passcodes. You must take all necessary measures to ensure Passcodes remain confidential, are used appropriately, and are not disclosed to unauthorised individuals. If You suspect that a Passcode has been compromised, disclosed to an unauthorised party, is being misused, or if there has been any other breach of security, You must inform Us immediately.
- 4.2. We accept no liability for any loss of confidentiality or damages resulting from your failure to comply with these Conditions. You are fully responsible for all activities and charges incurred under your Passcodes, regardless of whether they were authorised by you.
- 4.3. If You forget your Passcode, You may reset it through the relevant settings section in the platform where applicable. Alternatively, You may contact Us, and subject to completing the required security checks, a new Passcode will be provided to restore access to the Services. You may update your Passcode or registration details at any time through the platform or by contacting Us.

5. The Services

- 5.1. The Services shall be as described in the Quote and any additional materials provided by Us to You from time to time. We reserve the right to amend, improve, correct, discontinue, suspend, or permanently modify the Services (or any part thereof) at any time, with or without notice. You acknowledge and agree that We shall not be liable to You or any third party for any such changes, suspension, or discontinuation. In the event of a temporary suspension, We will make reasonable efforts to restore the Services as promptly as practicable.
- 5.2. We shall use Our reasonable endeavours to ensure that the Servers and the Data contained therein are safeguarded from damage, accident, fire, theft, and unauthorised use.

6. Obligations of the Client

The Client agrees that it shall:

- 6.1. Immediately notify Us if it becomes aware of any unauthorised use of all or any of the Services and/or Servers.
- 6.2. You must not use the Services and/or Servers for any unlawful purpose or to publish, link to, distribute, or display any material that is unlawful. This includes, without limitation, pirated software or material that is obscene, pornographic, threatening, malicious, harmful, abusive, harassing, tortious, indecent, libellous, menacing, defamatory, or that infringes any third-party rights (including, but not limited to, IPR). You must also not use the Services and/or Servers for any activity that encourages criminal acts or contains viruses, worms, Trojan horses, or other harmful code. These restrictions apply under English law, the Client's local laws and regulations, and the laws of any jurisdiction where the material or its effects may be accessed.

- 6.3. You must not use the Services and/or Servers in a manner that infringes the rights of others, including, but not limited to, intellectual property rights (IPR) related to images and photographs. You may only upload photos that You have personally taken, images or artwork that You have created, or content such as your business's logo. Additionally, You should ensure that any uploaded content is appropriate and unlikely to offend your recipients.
- 6.4. You must not use the Services and/or Servers to publish, link to, issue, or display any material that, at Our sole discretion, could harm Us, any of Our clients, or Our reputation, or that could undermine or cast doubt on any actions taken by Us on Your behalf.
- 6.5. You must not use the Services and/or Servers in a manner that violates accepted Netiquette standards, including but not limited to practices promoting respectful, lawful, and ethical use of online resources and communication.
- 6.6. You must ensure that You have obtained all necessary consents, permissions, and licences required to use the Services, including, without limitation, compliance with registration obligations under applicable Data Protection Legislation.
- 6.7. You must not disclose or provide any technical or other information obtained from Us and/or relating to the Services or the Contract to any person, company, firm, or government if You know or reasonably ought to know that such disclosure may directly or indirectly result in a breach of any applicable English law or regulation.
- 6.8. You must not, in violation of good Netiquette practices, use any third-party service (including, without limitation, an Internet website or email) to publish, link to, issue, or display any material that references a website maintained by Us or any other services We offer from time to time.
- 6.9. Ensure that all material or data uploaded to Our Servers by the Client is thoroughly checked for viruses, Trojans, worms, logic bombs, or any other harmful code.
- 6.10. Maintain backups of all Data hosted by Us, including any data stored on lists operated by the Client.
- 6.11. Keep its password and other access details for the Services confidential and restrict access to only those staff members who need to know such details. The Client shall ensure that all such staff are aware of the confidential nature of this information and handle it accordingly. The Client must notify Us immediately if it believes such information is no longer confidential. The Client is solely responsible for all activities that occur under its password or account. The Client shall not allow any unauthorized person to access the Services in a manner that would breach these Terms.
- 6.12. Promptly notify Us of any changes to its communication address. The Client acknowledges that We shall not be liable for any costs, damages, or losses the Client may suffer or incur due to failure to notify Us of such changes.
- 6.13. The Client shall not reverse engineer, decode, or disassemble any software provided by Us in connection with the Services. The Client acknowledges that, in order to make proper use of the Services, it possesses a basic understanding of how the Internet functions and what types of use are acceptable. The Client further acknowledges that We have no obligation to:
(a) manipulate any material posted on any website operated by the Client or any communication issued or sent in connection with the Services; or

(b) validate or vet such material for usability, legality, content, or correctness.

- 6.14. The Client has an obligation to have a process in place for handling data subject complaints in accordance with the DUAA 2025, and the expectation for a timely response (e.g., within 30 days).

7. Price

- 7.1. The price for the Services will be confirmed at the time You request Us to provide any of the Services.
- 7.2. Refunds may be issued at Our sole discretion, subject to applicable laws.
- 7.3. We reserve the right to adjust Our prices periodically, except for changes linked to annual indexation. We will notify You at least four (4) to six (6) weeks before the price change takes effect.
- 7.4. If You do not wish to renew at the revised price, You may terminate this Contract by providing Us with written notice within fourteen (14) days of receiving the price change notification. If no such notice is provided, You will be deemed to have accepted the revised pricing.
- 7.5. All prices quoted to the Client for the provision of Services by Us are exclusive of any value added tax for which the Client may be additionally liable at the applicable rate.
- 7.6. Subscription services are primarily based on an advanced annual or monthly payment. However, certain additional services may incur separate charges and, in some cases, may require payment in advance.
- 7.7. The price for Subscription services shall increase each April by the greater of:
- (1) the [Index](#), or
 - (2) the Retail Price Index (RPI) plus 1%.
- 7.8. If there is any dispute or contention regarding payment for the Services, We reserve the right to charge an administration fee of £40 to cover the associated costs.
- 7.9. In the event of an erroneous payment, We reserve the right to charge an administration fee of £25 to cover the costs incurred.

8. Payment

- 8.1. The price and all other amounts due under the Contract shall be paid by the Client in full and in GBP by the specified due date. Clear funds must be received by Us no later than the renewal date of the Service, regardless of the subscription frequency.
- 8.2. Payment shall only be deemed received by Us upon receipt of cleared funds. All payments must be made in full, without any abatement, set-off, or deduction. Timely payment of the Contract price and all other amounts due from the Client under the Contract is of the essence.

- 8.3. Any payments made through a foreign bank or in a foreign currency must be converted and received in full in GBP. Any shortfall resulting from bank charges or currency conversion fees will be considered an underpayment.
- 8.4. You shall be responsible for any and all expenses incurred by Us in the collection of overdue payments. We reserve the right to recover any costs, commissions, or fees, including those incurred through the use of a debt collection agency. Interest will be charged on overdue amounts (both before and after judgment) at an annual rate of 4% above the Bank of England base rate, accruing daily and compounded monthly, until payment is made in full.
- 8.5. In the event of early termination, no compensation or refund will be paid for any advanced payments made.
- 8.6. Monthly payments must be paid by Direct Debit or Continuous Card Authority.
- 8.7. **Cancellation of Direct Debit Mandate** - If You cancel the Direct Debit mandate without providing Us with prior notice at least 30 days before the next payment due date, We reserve the right to charge an administration fee of £25 to cover the costs associated with the unpaid Direct Debit.

9. Intellectual Property

- 9.1. Intellectual Property Rights (IPR) - All Intellectual Property Rights (IPR) related to the Services provided by Us shall remain Our exclusive property. All rights to the design, arrangement, text, graphics, software compilations, underlying source code, and all other materials on the Site are reserved to Us or Our licensors.
- 9.2. "Forfront" and all associated names, images, pictures, logos, and icons identifying Forfront or its Services are the property of Forfront in the UK and other jurisdictions. Any other product or company names mentioned in these Conditions or the Quote may be trademarks of their respective owners.
- 9.3. Unless expressly stated otherwise in these Conditions, nothing on the Site or in these Conditions shall be interpreted as granting any licence or right, whether by implication, estoppel, or otherwise, under any copyright or other IPR.
- 9.4. The Client shall not make any representation or perform any act that may imply they have any right, title, or interest in the ownership or use of any IPR, except as expressly permitted under the terms of this Contract.
- 9.5. If the Client becomes aware that any person, firm, or company alleges that any IPR is invalid, infringes the rights of a third party, or is otherwise contested, the Client shall immediately provide Us with full details in writing and refrain from making any comments or admissions to third parties regarding the matter.
- 9.6. We shall retain sole control over all proceedings related to the IPR and, at Our discretion, determine the appropriate actions, if any, to address any infringement, alleged infringement, passing off, or other claims or counterclaims concerning the use or registration of the IPR.
- 9.7. The Client shall not initiate any action relating to the IPR in its own name but shall, if requested, fully assist Us in any such proceedings or actions.

- 9.8. The obligations relating to the IPR shall remain in full force and effect notwithstanding the termination of the Contract.

10. Data, Data Protection, GDPR

- 10.1. The Client is the Data Controller in respect of any Personal Data that We process in the course of providing the Services. Such Personal Data is derived from data provided by the Client and is not subject to checks or monitoring by Us. Accordingly, We have no liability or responsibility, whether directly or indirectly, for the accuracy, content, or use of such Personal Data.
- 10.2. Where and to the extent that We process Personal Data on behalf of the Client as a Processor, the parties may enter into a separate Data Processing Addendum ("DPA"), which shall be incorporated into and form part of the Contract. In the event of any conflict between the DPA and these Conditions, the DPA shall prevail solely in respect of data protection obligations.
- 10.3. We will not disclose Personal Data to any business, organisation, or individual without the Client's prior written consent, unless required to do so by law.
- 10.4. We shall not use Client Data except in connection with the provision of the Services, or as required by law, regulation, regulatory body, or court of competent jurisdiction. The Client shall at all times comply with its obligations under applicable Data Protection Legislation.

11. Indemnity

- 11.1. The Client agrees to indemnify and keep Us, Our subsidiaries, affiliates, officers, partners, and employees indemnified from and against all actions, demands, costs, losses, penalties, damages, liability, claims and expenses (including but not limited to reasonable legal fees) whatsoever arising from the Client's breach of the Contract, the Client's use or misuse of the Services, any claims by third parties as to ownership or other rights arising in any way by the Client infringing (whether innocently or knowingly) third party rights (including without limit IPR).

12. Disclaimer and limitation of liability

(The client's attention is particularly drawn to the provisions of this condition)

- 12.1. Nothing in the Contract or these Conditions shall exclude or limit Our liability for death or personal injury resulting from Our negligence or fraudulent misrepresentation, nor shall it affect the statutory rights of consumers.
- 12.2. To the fullest extent permitted by law, the Site and its contents are provided by Us on an "as is" and "as available" basis, and no representations or warranties (express or implied) of any kind are made, and are expressly disclaimed, with respect to the Services, the Site, or its contents, including, without limitation, warranties of merchantability and fitness for a particular purpose. Further, We do not represent or warrant that:
- (i) the Services will meet Your requirements;
 - (ii) the Services will be uninterrupted, timely, secure, or error-free;
 - (i) any results obtained from using the Services will be accurate, complete, or current.

- 12.3. You acknowledge that the allocation of risk in the Contract reflects the price paid for the Services and that it is not within Our control how or for what purposes the Services are used. If any exclusion in this paragraph 14 is held to be invalid and We become liable for loss or damage that may lawfully be limited, Our liability shall be limited to the amount paid by You for the Services.
- 12.4. We shall have no liability to the Client for any loss arising from any material, data, or instructions supplied, whether digitally or otherwise, by the Client or on its behalf, that is incomplete, inaccurate, illegible, out of sequence, in the wrong form, or arising from late arrival, non-arrival, or any other fault caused by the Client or on its behalf.
- 12.5. We are not responsible for any delay, malfunction, non-performance, or other degradation in the performance of any Services caused by or resulting from any alterations, modifications, or amendments requested or implemented by the Client, whether or not beyond the scope of the Services already supplied. We reserve the right to impose additional charges for any work arising from such changes.
- 12.6. If any Services become unavailable, We will use reasonable endeavours to repair and reinstate the Services within 24 hours of detection, depending on the severity of the failure. If the failure is caused by the Client or any agent of the Client to whom access to the Servers was granted, the Client shall bear all costs associated with reinstating and/or repairing the Server.

Where such unavailability is due to Our negligent failure to address circumstances within Our control and persists for more than a total of 24 hours in any 30-day period or for any consecutive 6-hour period, We will, at Our discretion, either:

- (i) pay You compensation limited to a refund of the fees paid for the unavailable Services; or
- (ii) provide You with a credit up to the same amount.

- 12.7. In no event shall either party, or any individual or entity involved in the creation, production, or supply of the Services, be liable to the other party or any third party for any loss in contract, tort (including negligence or breach of statutory duty), or otherwise, arising out of or in connection with the Contract or the Services, including but not limited to:

13.9.1. economic loss of any kind whatsoever;

13.9.2. loss of profit, business, contracts, revenues, or anticipated savings;

13.9.3. damage to reputation or goodwill;

13.9.4. loss resulting from any claim made by any third party; or

13.9.5. special, indirect, or consequential loss or damage of any nature whatsoever.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for consequential or incidental damages; as such, the above exclusions may not apply to You.

- 12.8. We shall not be liable for any failure or delay in performing any of Our obligations under these Conditions or the Contract due to circumstances beyond Our reasonable control, including but not limited to governmental actions, war, riots, strikes or trade disputes (including those involving Our own employees), technical failures, general unavailability of the Internet, power failures, communication failures, weather events, floods, fires, explosions, or natural or local emergencies.

13. Privacy and Confidentiality

- 13.1. For quality control purposes, telephone conversations with Our staff may be recorded periodically. The information You provide to Us will be securely stored on Our systems. We are committed to protecting Your privacy. We, and any of Our associated companies, may use the information You provide to offer a more personalised service and to inform You about updates to Our services or new offerings that We believe may be of interest to You.

If You object to any such uses, You may notify Us in writing at the address provided in the "Contact Us" section of the Site.

We may also use Your information to the extent required to comply with applicable laws, legal processes, or to enforce these Conditions.

We will not edit or disclose the contents of private communications transmitted via the Servers unless:

- (i) required by law; or
 - (ii) We believe, in good faith, that such action is necessary to comply with legal obligations, to protect and defend the rights or property of Forfront, or to ensure the personal safety of Our clients or the public.
- 13.2. Subject to paragraphs 15.1 and 15.3, neither party shall, during the term of the Contract or for a period of ten (10) years following its termination, disclose to any third party any confidential information relating to the other party. This includes, but is not limited to:
- (a) information concerning IPR, software, materials, products, systems, operations, processes, plans, intentions, product details, know-how, and market opportunities; and
 - (b) business affairs, identities, and details regarding the other party's directors, officers, employees, clients, potential clients, or personal data relating to clients, suppliers, agents, subcontractors, or similar parties.

Such information is deemed confidential if it comes into the possession of the receiving party as a result of or in connection with the performance of the Contract.

- 13.3. The obligations of confidentiality set out in paragraph 15.1 shall not apply to any information that:
- (a) is already in or enters the public domain through no breach of paragraph 15.1;
 - (b) is lawfully in the possession of the receiving party, without any restriction on disclosure, prior to its receipt in connection with the Contract;

(c) is lawfully obtained from a third party who is authorised to disclose such information and is provided to the receiving party without any obligation of confidentiality; or

(d) has been expressly authorised in advance, in writing, by the disclosing party for release.

14. Termination of Contract

14.1. The Contract may be terminated:

14.1.1. immediately by written notice from Us if the Client fails to pay any sums due hereunder within fourteen (14) days of their due date.

14.1.2. Immediately by written notice from either party to the other if the other commits any material breach of the Contract, and (in the case of a breach capable of being remedied) has not remedied the breach within a reasonable time period as specified in a formal written or electronic request to do so.

14.1.3. Immediately by written notice from Us if the Client commits any material breach of the Contract that impacts the Services or Servers of Forfront or Our ability to provide the Services. We accept no responsibility or liability for any direct or indirect loss or damage arising under this clause.

14.1.4. Immediately by written notice from either party to the other if the other convenes a meeting with its creditors or proposes a voluntary arrangement under Part 1 of the Insolvency Act 1986, or proposes any other composition scheme or arrangement with (or assignment for the benefit of) its creditors, or if the other party becomes unable to pay its debts under Section 123 of the Insolvency Act 1986. This also applies if a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the other party's business or assets, or if a petition is presented or a meeting is convened for the winding-up or making an administrative order (unless for the purpose of a solvent amalgamation or reconstruction).

14.2. In the event that We are entitled to terminate the Contract for any reason, We may, at Our sole discretion, suspend the Services for a period We determine. Upon termination or expiry of the Contract, all amounts payable by the Client to Us for the full duration of the Contract will become immediately due, and We will be entitled to cease provision of the Services.

14.3. The Client is responsible for cancelling all direct debits in favour of Us upon the termination of the Contract.

15. Account Termination

15.1. Upon cancellation by You or expiry of the Contract for the Services:

- Your account with Us will be deactivated, and Your database will be removed from Our production Servers.
- The database will be archived and stored securely for a limited period, in accordance with Our data protection and data retention policies, before being permanently and securely deleted.

15.2. If You decide to use Our Services again in the future, You may:

- Sign up for a new account; or
- If You wish to recover Your data, subject to its availability prior to deletion, We may, in some cases be able to de-archive and restore Your database upon payment of a reactivation fee and the subscription fees accrued from the date Your payments ceased to the current date.

16. Foreign Countries and English Jurisdiction

- 16.1. The Site may include references or cross-references to Services that are not available in every country. We do not guarantee that all Services, content, materials, and features on the Site are appropriate or accessible in all geographic locations. Accessing such content from locations where it is illegal or prohibited is done at Your own initiative, and We are not liable for Your compliance with local or other applicable laws. You agree not to access the Site if doing so is prohibited by law. For convenience, these Conditions may be translated into languages other than English; however, the English version shall prevail and be relied upon in case of any discrepancies or conflicts.
- 16.2. Your use of the Site and the Contract shall be governed by and construed in accordance with English law and shall be deemed to have been entered into in England. Any disputes arising from or related to the Contract, or any aspect of the Site shall be exclusively resolved in the courts of England and Wales, which shall have exclusive jurisdiction.

17. Assignment

- 17.1. The Client shall not share, re-sell, or attempt to share or re-sell the Services; transfer or attempt to assign the Contract; or permit any third party to use or access any of the Services for any purpose without Our prior written consent.
- 17.2. We reserve the right to assign, transfer, charge, sub-contract, or otherwise deal with all or any of Our rights or obligations under the Contract at any time.

18. General

- 18.1. No failure or delay by either party in exercising any right or remedy under this agreement 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. The single or partial exercise of any right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy.
- 18.2. Any notice or communication under this Contract must be in writing and delivered by registered first-class post, or email to the last known postal or email address of the other party. A notice will be deemed received when, in the ordinary course of the method of transmission, it would be received by the addressee. To prove that a notice has been given, it is sufficient to show that it was dispatched by recorded delivery when sent by post or a delivery receipt, which provides confirmation when an email has been delivered to the recipient's mail server when sent by email. The notice will take effect from the earlier of its actual or deemed receipt by the addressee.
- 18.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies to which a party may be entitled hereunder or at law and shall not affect any prior rights or liabilities of either party, nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force upon or after such termination.

- 18.4. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the remainder of this agreement.
- 18.5. Nothing in the Contract is intended to, or shall operate to, create a partnership or joint venture between the parties, nor to authorise any party to act as an agent for the other. Neither party shall have the authority to act in the name of, on behalf of, or otherwise bind the other in any way, including the making of any representation or warranty, the assumption of any obligation or liability, or the exercise of any right or power.
- 18.6. Each party acknowledges and agrees that, in entering into the Contract, it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether written or not) of any person (whether a party to the Contract or not) relating to the subject matter of the Contract, other than those expressly set out in the Contract.
- 18.7. We may transfer Our rights and obligations under these Conditions to another organisation, and We will notify You in writing if this happens. However, this will not affect Your rights or Our obligations under these Conditions.
- 18.8. These Conditions are between You and Us. No third party shall have any rights to enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 18.9. Each clause and paragraph of these Conditions operates independently. If any court or relevant authority deems any part unlawful, the remaining clauses will continue in full force and effect.