

TERMS AND CONDITIONS

Stripe OLT Consulting Limited

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STRIPE OLT TERMS AND CONDITIONS

DOCUMENT CHANGE RECORD

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1. INTERPRETATION

1.1. **Definitions.** In these Conditions, the following definitions apply:

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

Commencement Date: has the meaning set out in Condition 2.2;

Conditions: these terms and conditions as amended from time to time in accordance with Condition 15.8.

Contract: the contract between You and Us for the supply of Goods and/or Services in accordance with these Conditions.

Deliverables: the deliverables set out in the Order;

Delivery Location: has the meaning set out in Condition 4.2;

Force Majeure Event: has the meaning given to it in Condition 14.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, as set out in the Quotation.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: Your order for the supply of Goods and/or Services, as set out in Your purchase order form, or Your written acceptance of Our Quotation as the case may be.

Our Materials: any of Our materials, equipment, documents and other property kept at Your premises;

Quotation: Our quotation or proposal document.

Services: the services, including the Deliverables, to be supplied by Us to You as set out in the Order.

Service Specification: the description or specification for the Services as set out in the Quotation.

Us: Stripe OLT Consulting Limited registered in England and Wales with company number **08257141** and We and Our shall be construed accordingly;

Warranty Period: a period of fourteen days following delivery of any Goods;



You: the person or firm who purchases the Goods and/or Services from the Us and Your shall be construed accordingly, and

Your Default: any act or omission by You or failure by You to perform any of Your obligations.

2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by You to purchase Goods and/or Services in accordance with these Conditions.
- 2.2. Our acceptance of your order will take place when we email You to accept it ("Order Confirmation"), at which point a contract will come into existence between You and Us (Commencement Date).
- 2.3. The Contract constitutes the entire agreement between the parties. 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 the Contract.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any Quotation that We provide to You shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.7. All of these Conditions shall apply to Your Order, whether it is for the supply of Goods, Services or both.
- 2.8. No Order may be cancelled by the Customer, unless We agree to the cancellation in writing and then only if You indemnify Us in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and material uses), damages, charges and expenses incurred by Us as a result of cancellation.



3. GOODS

- 3.1. The Goods are described in the Goods Specification.
- 3.2. We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1. We shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all reference numbers relevant to You or Us, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2. We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after We notify You that the Goods are ready.
- 4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods due to a Force Majeure Event or the Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5. If We fail to deliver the Goods, Our liability shall be limited to Your costs and expenses in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.6. If You fail to accept or take delivery of the Goods You shall be responsible for any re-delivery charges that are incurred by Us in arranging re-delivery of the Goods. If You fail to accept or take delivery of the Goods after We have made three attempts to deliver them, then:
 - 4.6.1. We will be deemed to have delivered them at 9.00 am on the 5th Business Day following the day on which We last attempted delivery; and
 - 4.6.2. We may store the Goods until delivery takes place and charge You for all related costs and expenses (including insurance).
- 4.7. If after a further 5 Business Days You have still not taken delivery of the Goods, We may resell or otherwise dispose of part or all of them.
- 4.8. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.



5. QUALITY OF GOODS

- 5.1. We warrant that on delivery of the Goods and during the Warranty Period, the Goods shall be free from material defects in design, material and workmanship.
- 5.2. Subject to Condition 5.3, if:
 - 5.2.1. during the Warranty Period You give Us notice in writing that some or all of the Goods do not comply with the warranty set out in Condition 5.1;
 - 5.2.2. You give Us a reasonable opportunity to examine the Goods; and
 - 5.2.3. You return the Goods to Us (if We ask you to do so),We may (at our option) either repair or replace the defective Goods.
- 5.3. We shall not be liable for the Goods' failure to comply with the warranty in Condition 5.1 if:
 - 5.3.1. You make any further use of the Good after giving a notice under Condition 5.2;
 - 5.3.2. the defect arises because You failed to follow Our, or the manufacturer's, instructions as to the storage, installation, commissioning, use of or maintenance of the Goods or (if there are none) good trade practice;
 - 5.3.3. You alter or repair the Goods without Our written consent;
 - 5.3.4. the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions;
 - 5.3.5. the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
 - 5.3.6. any fault or damage is not caused by Our employees or Our contracted agents; and/or
 - 5.3.7. the Goods have been installed or configured and the Goods have subsequently been altered or configured by someone other than Us.
- 5.4. Except as provided in Condition 5.2, We shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 5.1 and We shall have no liability for any defect in the Goods arising after the expiry of the Warranty Period.
- 5.5. In the event that Goods need to be returned to Us under Condition 5.2.3, then You must request a Goods Returned Merchandise Authorisation (RMA) from Us for each and every return. The RMA must be clearly shown on each parcel returned, and the Goods must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation.
- 5.6. You must return Goods to Our premises unless We notify You in writing of a different address to send them too. You shall be responsible for the cost of the return.



- 5.7. Once we receive the returned Goods, We will test them. If they are found to be in good working order without defect, We will return them to You and charge you for the costs of the return.
- 5.8. Under no circumstance will We accept the return of an opened software package unless the installation media is faulty. By breaking the seal, You accept the licence between You and the software manufacturer.
- 5.9. Any Goods that You return to Us remain at Your risk until the Goods have been delivered to and accepted by Us.
- 5.10. If Goods are found to be defective after the expiry of the Warranty Period then you should contact the manufacturer and use their warranty procedure. We will provide You with the manufacturer's contact details. Unless otherwise stated in the manufacturer's documentation, all Goods carry a twelve month manufacturer's warranty. If you ask us to, We will assist You in making a warranty claim to the manufacturer but the responsibility for resolving the claim and repairing or replacing the Goods is that of the relevant manufacturer.

6. TITLE AND RISK

- 6.1. The risk in the Goods shall pass to You once they are delivered to You under Condition 4.3.
- 6.2. Title to the Goods shall not pass to You until You have paid Us in full (in cash or cleared funds) for the Goods.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1. keep the Goods in satisfactory condition and insure them against all risks for their full price on Our behalf from the date of delivery;
 - 6.3.2. notify Us immediately if You become subject to any of the events listed in Condition 13.1.2 to Condition 13.1.11; and
 - 6.3.3. give Us such information relating to the Goods as We may require from time to time.
- 6.4. If before title to the Goods passes to You, You become subject to any of the events listed in Condition 13.1.2 to Condition 13.1.11, then, without limiting any other right or remedy We may have, We may at any time:
 - 6.4.1. require You to deliver up all Goods in Your possession which have not been resold, or irrevocably incorporated into another product; and
 - 6.4.2. if You fail to do so promptly, We may enter any premises where the Goods are stored in order to recover them.



7. SUPPLY OF SERVICES

- 7.1. We shall provide the Services to You in accordance with the Service Specification in all material respects.
- 7.2. We shall use reasonable and commercially prudent endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You of these changes.
- 7.4. We warrant to You that We will use reasonable care and skill in providing the Services to You.
- 7.5. Microsoft Licences - In line with the terms of the Microsoft New Commerce Experience (NCE), the following shall apply to any licences purchased with a 12 month or 36 month commitment under NCE.
 - 7.5.1. The number of licences within a subscription can be increased at any point during the contract term, but not decreased. Increases will be prorated until the end of the contract term, and payable up front or monthly in line with the subscription payment terms.
 - 7.5.2. A subscription may be cancelled within 72 hours of the order being placed, but after that the full contract term is payable.
 - 7.5.3. A subscription cannot be transferred to another licensing provider. The full amount for the contract term is payable to Stripe OLT.
 - 7.5.4. Subscriptions can be paid for up front, annually (in the case of 36 month agreements) or monthly.
 - 7.5.5. In order to ensure continuity of the service, each NCE licence subscription will be configured to auto-renew at the end of the subscription term – unless we receive a request in writing, no later than 7 days before the expiry date, asking us to set the subscription to expire.
 - 7.5.6. Upon renewal prices will increase or decrease in line with the prevailing RRP from Microsoft.

8. 8 YOUR OBLIGATIONS

- 8.1. You shall:
 - 8.1.1. ensure that the terms of the Order and (if submitted by You) the Goods Specification are complete and accurate;
 - 8.1.2. co-operate with Us in all matters relating to the Services;



- 8.1.3. provide Us, Our employees, agents, consultants and subcontractors, with access to the Your premises, office accommodation and other facilities as We reasonably require to provide the Services;
- 8.1.4. provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that this information is accurate in all material respects;
- 8.1.5. prepare Your premises for the supply of the Services;
- 8.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 8.1.7. keep and maintain all of Our Materials in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation; and
- 8.1.8. so far as is reasonably practicable You will ensure that Your employees, agents, licensees and clients comply with any instructions given by Us or the manufacturer for the purpose of ensuring that the Goods will be safe and without risk to health when properly used and will take any other steps or precautions, having regard to the nature of the Goods, as are necessary to preserve the health and safety of persons handling, using or disposing of them.
- 8.2. If Our performance of any of Our obligations in respect of the Services is prevented or delayed by Your Default:
 - 8.2.1. without limiting any other rights or remedies that We may have, We shall have the right to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations to the extent Your Default prevents or delays Our performance of any of Our obligations;
 - 8.2.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any obligation suspended under Condition 8.1; and
 - 8.2.3. You shall reimburse Us on written demand for any costs or losses that We sustain or incur as a direct or indirect result of Your Default.
- 8.3. You warrant that You are entering into a Contract in the course of Your business and not as a consumer.

9. CHARGES AND PAYMENT

- 9.1. The price for Goods and/or Services shall be the price set out in the Order.



- 9.2. We reserve the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (a) any request from You to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (b) any delay caused by any instructions from You in respect of the Goods or failure by You to give Us adequate or accurate information or instructions in respect of the Goods.
- 9.3. We shall invoice You for the supply of Goods on the Commencement Date (unless We agree otherwise in writing). We shall invoice You for the supply of Services on completion of the Services (unless We agree otherwise in writing).
- 9.4. You agree to pay each of Our invoices:
 - 9.4.1. within 30 days of the date of the invoice; and
 - 9.4.2. in full and in cleared funds to the bank account that We nominate in writing on the invoice, and time for payment shall be of the essence of the Contract.
- 9.5. All amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where We make any taxable supply for VAT purposes under the Contract, You shall, on receipt of a valid VAT invoice from Us, pay Us any applicable VAT at the same time as payment is due for the supply of the Services or Goods.
- 9.6. If You fail to make any payment due to Us by the due date for payment, then You shall pay interest on the overdue amount at the rate of 6% per annum above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 9.7. You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Without limiting Our other rights or remedies, We may set off any amount owed to Us by You against any amount that You owe Us.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. We shall own all Intellectual Property Rights in or arising out of or in connection with the Services.
- 10.2. You acknowledge that Your use of any third-party Intellectual Property Rights in the Services is conditional on Us obtaining a written licence from the relevant licensor entitling Us to license the rights to You.
- 10.3. All of Our Materials are Our exclusive property.



11. CONFIDENTIALITY

- 11.1. Each party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party) or its agents, and any other confidential information concerning the disclosing party's business or its products which the other party may obtain. The receiving party shall only disclose such confidential material to those of its employees, agents or sub-contractors as need to know it for the purpose of discharging the receiving party's obligations under the Contract and shall ensure that such employees, agents or sub-contractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.2. This Condition 11 shall survive termination of the Contract, however that may come about.



12. LIMITATION OF LIABILITY

- 12.1. We do not exclude or limit in any way Our liability for:
- 12.1.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - 12.1.2. fraud or fraudulent misrepresentation;
 - 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 12.2. Subject to Condition 12.1:
- 12.2.1. We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 12.2.2. Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sums that We have received under the Contract.
- 12.3. Other than as expressly set out in these Conditions, We exclude from the Contract all other terms, terms implied by statutory or common law or warranties relating to the supply of goods and services including without limitation the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 to the fullest extent permitted by law.
- 12.4. This Condition 12.1 shall survive termination of the Contract.

13. TERMINATION

- 13.1. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1. the other party commits a material breach of its obligations under this Contract and (if the breach can be remedied) fails to remedy that breach within 30 days after receipt of notice in writing to do so;



- 13.1.2. the other party repeatedly breaches any of the terms of this agreement 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 this agreement;
- 13.1.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- 13.1.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 13.1.5. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 13.1.6. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 13.1.7. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 13.1.8. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 13.1.9. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;
- 13.1.10. If the other party is a company or limited liability partnership:
 - a) it is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in that section;
 - b) it has a petition is filed, a notice is given, a resolution is passed, or an order made, for or in connection with its winding up,
 - c) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it;
 - d) the holder of a qualifying charge over its assets has become entitled to appoint or has appointed an administrative receiver;
- 13.1.11. If the other party is an individual:
 - a) he/she is deemed either unable to pay his/her debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986
 - b) he/she is the subject of a bankruptcy petition or order;



c) he/she dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his/her own affairs or becomes a patient under any mental health legislation.

13.1.12. if the other party is a partner, either of 13.1.11 a) or b) apply to any of its partners.

13.2. Without limiting our other rights or remedies, if You fail to pay any amount due under this Contract on the due date for payment, We may terminate the Contract with immediate effect by giving written notice to You.

13.2.1. We may suspend the supply of Services or all other deliveries of Goods under the Contract or any other contract between the You and Us if:

13.3. a) You fail to pay any amount due under this Contract on the due date for payment, or if You becomes subject to any of the events listed in Condition 13.1.2 to Condition 13.1.8, or We reasonably believe that You are about to become subject to any of them.

13.4. On termination of the Contract for any reason:

13.4.1. You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;

13.4.2. You shall return all of Our Materials and any Deliverables which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.4.3. We shall return all materials, equipment and tools that You have to Us;

13.4.4. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.4.5. Conditions which expressly or by implication have effect after termination shall continue in full force and effect.



14. FORCE MAJEURE

- 14.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of a party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport 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, widespread disease or default of suppliers or subcontractors.
- 14.2. Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3. If the Force Majeure Event prevents a party from fulfilling its obligations to the other party for more than 6 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

15. GENERAL

15.1. Non-Solicitation.

- 15.1.1. Neither party shall, without the prior written consent of the other party, at any time from the date of the Contract to the expiry of six months after completion of the Services/delivery of the Goods (as the case maybe) solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the other party.
- 15.1.2. Any consent given by the other party in accordance with Condition 15.1.1 shall be subject to the party paying to the other party a sum equivalent to 100% of the then current annual remuneration of the other party's employee or sub-contractor or, if higher, 100% of the annual remuneration to be paid by the other party to such employee or sub-contractor.

15.2. Assignment and other dealings.

You may not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of Your rights or obligations under the Contract without Our prior written consent (not to be unreasonably withheld). We may transfer Our rights and obligations under these terms to another organisation. We will contact You to let You know if we plan to do this. If You are unhappy with the transfer You may contact Us to end the contract within 30 days of Us telling You about it and We will refund You any payments You have made in advance for products not provided.

15.3. Notices.



15.3.1. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.

15.3.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 15.3.1; 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; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

15.3.3. The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

15.4. Severance.

15.4.1. Each paragraph of these Conditions is separate and distinct from each other. If any court or relevant authority determines any of paragraphs of these Conditions is unlawful, then that paragraph modified to the minimum extent necessary to make it valid, legal and enforceable. If no such modification is possible, the relevant provision or part-provision shall be deemed deleted, but this will not affect other paragraphs and all other remaining paragraphs will remain in effect and full force.

15.4.2. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.5. Waiver.

Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that you do anything You are required to do under these terms, or if We delay in taking steps against you in respect of Your breach of this contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

15.6. No partnership or agency.

Neither party intends to establish any partnership or joint venture with the other, nor to appoint the other party as its agent or give it the authority to bind it in any way, and this Contract shall not do any of these things.



15.7. Third parties.

This contract is only between You and Us. No other person shall have any rights to enforce any terms.

15.8. Variation.

These Conditions, may only be amended, or added to, if We agree to this in writing and sign the amended version.

15.9. Governing law and Jurisdiction.

English law governs the Contract between You and Us and English courts will have jurisdiction on any dispute that may arise out of these Conditions or the Contract between You and Us.

