

Admissions Support Ltd Services Agreement

Services Confirmation

Customer Name	
Customer Address	
Services	Admission Services in respect of the Education Settings [and Nursery Hour Services]
Initial Term	[Twelve Months]
Initial Fee	[add in estimated fee and subscription fee model] [add agreed payment frequency, e.g. payment annually up-front or quarterly]
Applications Estimate:	Total Applications for Education Settings: [add estimate in ranges of 500] OR Nursery Applications: [add estimate in ranges of 500] Primary School Applications: [add estimate in ranges of 500] Secondary School Applications: [add estimate in ranges of 500]
The type of personal data and categories of data subject	[insert type of personal data expected and categories of data subjects]
Subject matter and duration of the processing	
The nature and purpose of the processing	
The Customer's obligations and rights	
List of third-party sub-processor	MongoDB, Inc Amazon Web Services EMEA SARL

This Services Confirmation together with the attached Schedule containing our Terms and Conditions forms the binding agreement (“**Agreement**”) between Admissions Support Ltd and the Customer for the Services.

Accepted and agreed for and on behalf of Admissions Support Ltd.

Accepted and agreed for and on behalf of the Customer.

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

SCHEDULE

Admissions Support Terms and Conditions

1. TERMS AND CONDITIONS

- 1.1. These are the Terms and Conditions for Admissions Support Ltd, a company incorporated in Scotland (registered number SC759018) with registered office at Clockwise, 84 Commercial Street, Edinburgh, Scotland, EH6 6LX ("**Admissions Support**") in relation to its Services (as defined below).
- 1.2. These Terms and Conditions together with the Services Confirmation form the agreement between Admissions Support and the Customer for the Services ("**Agreement**").

2. DEFINITIONS

- 2.1. The following definitions apply to these Terms and Conditions:

Admission Services: the cloud based admission support services in relation to the Applications provided by Admissions Support via the Platform as more fully described in the Documentation.

Application: means an application in respect of an Education Setting that is submitted by an Applicant on the Platform as part of the Admission Services [or **Nursery Hour Services**].

Applications Estimate: means the estimate of the number of Applications the Customer expects to receive over the Platform during the Initial Term or applicable Renewal Period, as further set out in clause 10.1.

Applicant: means the individual who submits an Application on the Platform.

Applicant Personal Data: any personal data (as that term is defined under Data Protection Legislation) provided by the Applicant as part of the Application.

Application Period: means the time period during which Applicants can submit Applications.

Business Day: any day which is not a Saturday, Sunday or public holiday in England.

Confidential Information: has the meaning provided in clause 12.1.

Customer: the local authority who subscribes to the Services as set out in the Services Confirmation.

Customer Data: all data provided to Admissions Support or inputted into the Platform by the Customer or Users for use in the Services, including Applicant Personal Data and data collected in relation to any Customer Intervention.

Customer Intervention: means the manual altering of any Outcome by an Authorised User as part of the Admission Services.

Data Protection Legislation: means the UK Data Protection Act 2018, the UK GDPR and related subordinate legislation, as may be amended, updated or re-enacted from time to time.

Derived Data: means data created or developed by Admissions Support (using the Software) from Customer Data.

Documentation: the documents made available to the Customer by Admissions Support (including by online means) which sets out a description of the Services and the user instructions for the Services.

Education Setting: a nursery, primary or secondary setting operated by the Customer from time to time.

Effective Date: the date of last signature of the Services Confirmation.

Initial Fee: the annual initial fee to be paid for the Services as stated in the Services Confirmation.

Initial Term: means the initial term of the Agreement as stated in the Services Confirmation.

Normal Business Hours: 9.00 am to 5.30 pm UK time, each Business Day.

[Nursery Hour Services: means the additional nursery hour purchasing services provided by Admissions Support via the Platform as more fully described in the Documentation.]

Platform: means Admissions Support's white label infrastructure and cloud computing platform which is used to provide the Services.

Reports: the dashboard tables, charts and other summary reports and visual representations displayed to the Customer via the Platform, and which are created in relation to the Services (including Outcomes and Customer Interventions) by Admissions Support.

Revised Fee: the revised fee calculated by Admissions Support in accordance with clause 11.

Outcome: means the initial outcome of the Application in relation to a potential school admission as created by the Software as part of the Admission Services.

Services: means the services to be provided by Admission Support as set out in the Services Confirmation.

Services Confirmation: the service confirmation document setting out the details of the Customer, Services and Fees.

Software: the online software applications provided by Admissions Support through the Platform as part of the Services, as may be modified, improved or updated from time to time by Admissions Support.

Support Services: the support services provided by Admissions Support during Normal Business Hours in accordance with Admissions Support's support services policy in effect from time to time.

Users: the individual employee, contractor or agent of the Customer who is authorised by the Customer to set up the Customer's account and/or use the Services.

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

3. USERS

- 3.1. Admissions Support grants to the Customer from the Effective Date a non-exclusive, non-transferable right to permit the Users to use the Services and the Documentation during the term of the Agreement for the Customer's school admission procedures.
- 3.2. The Users shall have the right to set up the Customer's account, and view and process the Applications and any Reports generated.
- 3.3. The Customer shall not, and ensure Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 3.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or
 - 3.3.2. facilitates illegal activity; or
 - 3.3.3. in a manner that is otherwise illegal or causes damage or injury to any person or property;and Admissions Support reserves the right, without liability or prejudice to its other rights to the Customer or Users, to disable the Customer's or Users' access to the

Platform in the event that the Customer or any User breaches the provisions of this clause.

- 3.4. The Customer shall not, and ensure Users shall not (except to the extent expressly permitted under the Agreement):
 - 3.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute (as applicable) all or any portion of the Software, Admissions Support Templates or Documentation (as applicable) in any form or media or by any means; or
 - 3.4.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (as applicable) all or any part of the Software; or
 - 3.4.3. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - 3.4.4. attempt to obtain, or assist third parties in obtaining, access to the Services or Documentation, other than as provided under this clause 3; or
 - 3.4.5. attempt to bypass or disable any security feature or mechanism within the Services.

4. SERVICES

- 4.1 During the term of the Agreement, Admissions Support shall provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.
- 4.2 Admissions Support shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 4.2.1 planned maintenance carried out during the agreed maintenance windows;
 - 4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that Admissions Support has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance; and
 - 4.2.3 any emergency maintenance as required, provided Admissions Support provide prompt notice of any emergency maintenance to the Customer.

5. CUSTOMER DATA

- 5.1. As between the parties the Customer shall own the Customer Data.
- 5.2. Admissions Support shall follow its back-up procedures for Customer Data as set out in its back-up policy (available at such website address as may be notified to the Customer from time to time), as such document may be amended by Admissions Support in its sole discretion. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Admissions Support shall be for Admissions Support to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Admissions Support in accordance with the procedures described in its back-up policy. Admissions Support shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Admissions Support to perform services related to Customer Data maintenance and back-up, and for breaches of clause 5.7 or 5.8, for which it shall remain fully liable).
- 5.3. Both parties will comply with all applicable requirements of Data Protection Legislation.
- 5.4. In respect of any Applicant Personal Data, which Admissions Support requires to process in relation to the Services being provided to the Customer, the parties

acknowledge that Admissions Support shall be deemed the processor and the Customer the controller (as those terms are defined in the Data Protection Legislation).

- 5.5. The Customer authorises Admissions Support to collect the Applicant Personal Data directly from the Applicants on behalf of the Customer. The Customer will ensure that it has the necessary lawful basis to enable any such collection by Admissions Support and to enable Admissions Support to lawfully use, process and transfer the Applicant Personal Data for the duration and purposes of this Agreement.
- 5.6. The scope, nature and purpose of the processing by Admissions Support and the duration of the processing shall be limited to processing required to provide the Services during the term of this Agreement. The type of personal data and category of data subjects will be set out in the Services Confirmation.
- 5.7. Admissions Support shall in relation to Applicant Personal Data:
 - 5.7.1. process Applicant Personal Data only on the documented instructions of the Customer (including when making an international transfer of personal data), and only to the extent necessary to perform its obligations under this Agreement and shall not process any Applicant Personal Data for any other purpose unless required to do so under UK law;
 - 5.7.2. inform the Customer if, in the opinion of Admissions Support, the instructions of the Customer infringe Data Protection Legislation (and Admissions Support shall be entitled to suspend the Services until an instruction is clarified);
 - 5.7.3. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Applicant Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Applicant Personal Data as required under Data Protection Legislation;
 - 5.7.4. ensure that any personnel engaged and authorised by Admissions Support to process Applicant Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 5.7.5. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Admissions Support), and at the Customer's cost and written request, in responding to any request from a data subject (by taking appropriate technical and organisational measures) and in ensuring the Customer's compliance with its obligations under Data Protection Legislation with respect to security, breach notifications to the Information Commissioner's Office (ICO and data subjects, the carrying out of data protection impact assessments and consultations with supervisory authorities or regulators if required ;
 - 5.7.6. notify the Customer without undue delay on becoming aware of a personal data breach involving the Applicant Personal Data;
 - 5.7.7. at the written direction of the Customer and at the Customer's choice, delete or return all Applicant Personal Data and copies thereof to the Customer on termination of the agreement unless Admissions Support is required by applicable law to continue to process Applicant Personal Data (and for the purposes of this clause 5.7.7 Applicant Personal Data shall be considered

- deleted where it is put beyond further use by Admissions Support); and
- 5.7.8. maintain records to demonstrate its compliance with this clause 5.7.
- 5.8. Admissions Support shall make available to the Customer such information as the Customer may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and shall participate in audits and inspections where reasonably requested by the Customer or by an auditor appointed by the Customer in relation to the demonstration of such compliance.
- 5.9. Admission Support has the Customer's general written authorisation for the engagement of sub-processors. Admission Support shall inform in writing the Customer of any intended changes concerning the addition or replacement of sub-processors at least **[SPECIFY TIME PERIOD]** in advance, thereby giving the Customer the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Admissions Support must enter into a written contract with the third-party sub-processor that contains terms substantially the same as those set out in these terms, in particular, in relation to requiring appropriate technical and organisational data security measures in such a manner that processing will meet the requirements of the Data Protection Legislation .
- Admissions Support shall remain fully liable to the Customer for the sub-processor's compliance with its data protection obligations.
- 5.10. Admissions Support shall be entitled to use the Derived Data for the purposes of its own analysis and research and development but only where the resulting data sets, insights or other analytical products created do not contain any personal data or any other identifiable Applicant Personal Data.
- 5.11. Admissions Support shall not transfer any personal data outside the United Kingdom (UK) unless the consent of the Customer has been obtained (including under the Agreement) and subject to appropriate safeguards being in place and on condition that any such transfer will be in accordance with Data Protection Legislation.
- 6. CUSTOMER OBLIGATIONS**
- 6.1. The Customer shall provide Admissions Support with all necessary co-operation in relation to the Agreement and comply with all applicable laws and regulations with respect to its activities under the Agreement.
- 6.2. The Customer shall ensure that Users use the Services and the Documentation in accordance with the terms of the Agreement and shall be responsible for any User's breach of the Agreement.
- 6.3. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Admissions Support from time to time and be solely responsible for procuring and maintaining its network and internet connections.
- 7. ADMISSIONS SUPPORT' OBLIGATIONS**
- 7.1. Admissions Support undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Admissions Support' instructions, or modification or alteration of the Services by any party other than Admissions Support or Admissions Support' duly authorised contractors or agents. If the Services do not conform to this undertaking, Admissions Support warrants that, at its expense, it will use all reasonable commercial endeavours to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired

- performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3. Notwithstanding the terms of clause 7.1, Admissions Support:
- 7.3.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer or Authorised Users through the Services, including any Outcomes, will meet the Customer's requirements; and
- 7.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4. Admissions Support warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 8. OUTCOMES AND REPORTS**
- The Customer understands that any responsibility in respect of any Outcome and Report lies with the Customer, including but not limited to any responsibility regarding the interpretation, determination of accuracy and appropriateness, and further use of any Outcome and Report. The Customer acknowledges that it is responsible for making any final decisions in respect of any Outcome by way of Customer Intervention.
- 9. RIGHTS IN THE SERVICES**
- 9.1. All intellectual property rights in the Software, Services, and Documentation (including all intellectual property rights created by Admissions Support in the course of producing the Derived Data and Reports) are owned by or validly licensed to Admissions Support. The Software, Services, and Documentation are proprietary to Admissions Support (or the appropriate third-party rights owner) and the Customer and Users acquire no rights in or to the Software, Services, and Documentation other than those expressly granted by the Agreement.
- 9.2. Software, and Documentation provided in relation to the Services are provided solely in relation to the Customer's and Users' use of the Services in accordance with the Agreement and are not provided, or to be used, for any other purpose.
- 10. INITIAL FEE AND PAYMENT**
- 10.1. During the Initial Term and each Renewal Period, the Customer shall notify Admissions Support of the Applications Estimate not less than 60 days before the beginning of the Application Period. The Application Estimate shall be given in ranges of 500, for which the precise number of estimated Applications shall be adjusted upward or downward to the range closest in number, the lowest possible range being 500 Applications.
- 10.2. The Initial Fee shall be calculated based on the Application Estimate in accordance with the subscription fee models set out in the Services Confirmation.
- 10.3. During the Initial Term and each applicable Renewal Period, the Customer shall pay the Initial Fee to Admissions Support for the Services in accordance with this clause 10 and the Services Confirmation. The Customer shall pay the Initial Fee at the time and intervals set out in the Services Confirmation. If no payment time and intervals are so specified, Admissions Support shall invoice the Customer and the Customer shall pay each invoice within 30 days after the date of such invoice.

- 10.4. Admissions Support may charge for additional services or additional functionality which it makes available to the Customer in relation to the Services.
- 10.5. If Admissions Support has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Admissions Support:
 - 10.5.1. Admissions Support may, without liability to the Customer or User, disable the Customer's or Users' passwords, accounts and access (where applicable) to all or part of the Services and Admissions Support shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 10.5.2. interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 10.6. All amounts and fees stated or referred to in the Agreement shall be payable in the currency set out in the Services Confirmation, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Admissions Support' invoice(s) at the appropriate rate.
- 11. REVISED FEE**
 - 11.1. Within thirty days after the end of the applicable Application Period during the Initial Term or applicable Renewal Period, Admissions Support will review the actual number of Applications received over the Platform. Should this number be greater than the Application Estimate to such an extent that the Customer falls under a different range in the subscription fee model, Admissions Support will calculate the Revised Fee.
 - 11.2. Where the Revised Fee be higher than the Initial Fee, the Customer shall pay the balance in accordance with clauses 10.3-10.6.
- 12. CONFIDENTIALITY**
 - 12.1. Both during and for two years after the termination of the Agreement, each party ("**Receiving Party**") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and terms of the Agreement, all technical or commercial know-how, trade secrets, business information (including information relating to customers, clients, suppliers, plans, intentions, market opportunities, operations, products, processes and designs), technology, software, 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**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain ("**Confidential Information**"). The Customer Data shall be considered the Confidential Information of the Customer.
 - 12.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12 shall survive termination of the Agreement.
 - 12.3. All information within the Reports which is specific to the Customer is the Confidential Information of the Customer.
 - 12.4. This clause 12 shall not apply to the disclosure of Confidential Information which:
 - 12.4.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 12;
 - 12.4.2. was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; and
 - 12.4.3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).
- 12.5. Notwithstanding the terms of clause 12.1 and 12.2 above, Admissions Support may reference the Customer as being a customer of Admissions Support in relation to its marketing activities with the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed).
- 13. INDEMNITY**
 - 13.1. Subject to clause 14, Admissions Support shall defend the Customer against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - 13.1.1. Admissions Support is given prompt notice of any such claim;
 - 13.1.2. the Customer provides reasonable co-operation to Admissions Support in the defence and settlement of such claim, at Admissions Support' expense; and
 - 13.1.3. Admissions Support is given sole authority to defend or settle the claim.
 - 13.2. In the defence or settlement of any claim, Admissions Support may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other costs to the Customer.
 - 13.3. In no event shall Admissions Support, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 13.3.1. a modification of the Services or Documentation by anyone other than Admissions Support; or
 - 13.3.2. the Customer's or Users' use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Admissions Support; or
 - 13.3.3. the Customer's or Users' use of the Services or Documentation after notice of the alleged or actual infringement from Admissions Support or any appropriate authority.
 - 13.4. This clause 13 and clause 14.4 state the Customer's sole and exclusive rights and remedies, and Admissions Support' entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.
- 14. LIMITATION OF LIABILITY**
 - 14.1. This clause 14 sets out the entire financial liability of Admissions Support (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer or Authorised User in respect of:
 - 14.1.1. any breach of the Agreement however arising;
 - 14.1.2. any use made by the Customer or Users of the Services; and

- 14.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 14.2. Except as expressly and specifically provided in the Agreement:
 - 14.2.1. the Customer assumes sole responsibility for its and its Users' use of the Services and acknowledges that use of the Services does not guarantee the Customer any improvement in its business efficiencies;
 - 14.2.2. Admissions Support shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Admissions Support by the Customer or Users in connection with the Services or any actions taken by Admissions Support at the Customer's or Users' direction;
 - 14.2.3. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
 - 14.2.4. the Services and Documentation are provided to the Customer and Users on an "as is" basis.
- 14.3. Nothing in these Terms and Conditions seeks to exclude Admissions Support' liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Admissions Support excludes all other liability to the extent permitted at law.
- 14.4. Subject to clause 14.3, in no event shall Admissions Support be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss and Admissions Support' total aggregate liability arising under the Agreement or otherwise relating to the Services shall be limited to the total Fees paid during the 12-month period preceding the date on which the claim arose.
- 14.5. The parties acknowledge and agree that any dates quoted for delivery of the Services are approximate only, and that the time of delivery is not of the essence. Admissions Support shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause outside the control of Admissions Support or the Customer's failure to comply with its obligations under the Agreement.
- 15. TERM AND TERMINATION**
 - 15.1. The Agreement shall, unless otherwise terminated under this Clause 15, commence on the Effective Date and shall continue for the Initial Term and thereafter automatically renew for successive periods of one year (each a "Renewal Period"), until either party notifies the other in writing, at least 3 months before the end of the Initial Term or Renewal Period, in which case the Agreement shall terminate upon the expiry of the Initial Term or applicable Renewal Period.
 - 15.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:
 - 15.2.1. the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 15.2.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 15.2.3. the other party ceases, or threatens to cease, to trade.
 - 15.3. On termination of the Agreement for any reason:
 - 15.3.1. all rights to use the Services granted under the Agreement shall immediately terminate;

- 15.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 15.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

16. DISPUTE RESOLUTION

- 16.1. In the event the parties are unable to resolve a dispute between them arising out of or relating to the Agreement, and except for claims for injunction or other similar relief, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution and the mediation will take place at such location agreed by the parties (or by the mediator in the event parties cannot agree). The mediation agreement referred to in the Model Mediation Procedure shall be governed by Scottish law.
- 16.2. If the dispute is not settled by mediation within 10 days of commencement of the mediation or within such further period as the parties may agree in writing, the parties shall be free to seek to resolve the dispute by such other means subject always to clause 18.

17. GENERAL

- 17.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).
- 17.2. If Admissions Support choose to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.
- 17.3. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.
- 17.4. Admissions Support shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.
- 17.5. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without Admissions Support' prior written permission. Admissions Support may transfer its rights and obligations under the Agreement to an Affiliate by giving written notice of such transfer to the Customer.
- 17.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17.7. All notices required or permitted under the Agreement will be in writing and given by email to the addresses set out in the Service Confirmation or such other email address as parties may intimate from time to time. Any such notice shall be deemed to have been duly received when confirmation of completion of its transmission has been recorded by the sender's email system.
- 17.8. The Agreement, including the Services Confirmation referencing these Terms and Conditions, constitutes the complete and exclusive understanding and agreement between Customer and Admissions Support regarding its subject matter and supersedes all prior or other

agreements or understandings, written or oral, relating to its subject matter (including any proposal Admissions Support may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.

18. LAW AND JURISDICTION

This Agreement shall be governed by the laws of Scotland and Wales. If either party requires to raise court proceedings in relation to any such dispute, then the courts of Scotland shall have non-exclusive jurisdiction under the Agreement in relation to those proceedings.