

CITY CAREER SERIES TERMS & CONDITIONS

Please read these terms and conditions carefully before purchasing our Products, accessing our Sites and engaging with our Communication Channels.

1. INTRODUCTION

1.1 These are the terms and conditions (T&Cs) upon which we:

- (a) Supply our Commercial Law Handbook, Training Contract Handbook, LPC Handbook, Application, Interview & Internship Handbook, Business Writing Handbook, Investment Banking Handbook and Consultancy Handbook (together, our **Handbooks**);
- (b) Other goods and services - whether paid, freemium and/or freely available - including (but not limited to) our digital content, Commercial Law Academy content and subscriptions, webinars and events (**Resources**, which, together with our Handbooks, constitutes our **Products**);
- (c) Make available www.CityCareerSeries.com, www.CommercialLaw.Academy, shop.citycareerseries.com, www.LPCHandbook.com and other websites that we publish or manage from time to time (together, the **Sites**); and
- (d) Provide content across our social media channels, our newsletter communications and any third party websites, social media channels or newsletter communications (**Communication Channels**),

(such Handbooks, Resources, Sites and Communication Channels together constituting our **Services**) to customers, webinar attendees, subscribers, recipients of our resources and visitors to our Sites (our **Users**).

1.2 The Services are owned and operated by City Career Series Limited (trading as “City Career Series” and “Commercial Law Academy”), a company registered in England and Wales with company number 08915930 and whose registered office is situated at 3 Stirling Court, Stirling Way, Borehamwood, Hertfordshire, United Kingdom, WD6 2FX (**City Career Series, our, we, us**). To contact us, please email information@citycareerseries.com.

1.3 By accessing our Services, you confirm that you accept these T&Cs and that you agree to comply with them. If you do not agree to these T&Cs, you must not use our Services. We recommend that you print a copy of these T&Cs for future reference.

1.4 These T&Cs of use refer to our [Privacy Policy](#) and [Cookie Policy](#), which also apply to your use of our Services.

1.5 We may amend our T&Cs from time to time, so every time you wish to use our Services, please check the current T&Cs to ensure you understand the T&Cs that apply at that time. These T&Cs were most recently updated on 8 March 2021.

1.6 We may transfer our rights and obligations under these T&Cs to another organisation, for example if we decide to sell the company.

2. OUR SITES

2.1 Content on our Sites

- (a) We may update and change our Sites from time to time to reflect changes to our products and services, our Users' needs and our business priorities.
- (b) The content on our Sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice or tuition before taking, or refraining from, any action on the basis of the content on our Sites.
- (c) Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Sites is accurate, complete or up to date.
- (d) The Sites may include information and materials uploaded by Users of the Sites, including forums posts, reviews, recommendations and other content. This information and these materials may not have been verified or approved by us and you accept that the views expressed by other Users on our Sites do not represent our views or values.
- (e) If you wish to complain about content on our Sites, please contact us via information@citycareerseries.com.

2.2 Accessing our Sites

- (a) You are responsible for configuring your information technology, computer programmes and platform to access our Sites.
- (b) We do not guarantee that our Sites, or any content on them, will always be available or be uninterrupted. You accept that we may suspend, withdraw or restrict the availability of all or any part of our Sites for business and operational reasons, as may the third party software providers on which we rely from time to time to keep our Sites operational.
- (c) If you choose, or you are provided with, a User identification code, password or any other piece of information as part of account creation processes (e.g. when signing up to the Commercial Law Academy) or our security procedures, you must treat such information as confidential and not disclose it to any third party.
- (d) We have the right to disable any User identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these T&Cs.
- (e) If you know or suspect that anyone other than you knows your User identification code or password, you must promptly notify us at information@citycareerseries.com.
- (f) You are also responsible for ensuring that all persons who access our Sites through your internet connection are aware of these T&Cs and other applicable terms, and that they comply with them.

2.3 Uploading content to our Sites

- (a) Whenever you make use of a feature that allows you to upload or post content to our Sites (**User Content**), or to make contact with other Users of our Sites or Communication Channels, you must do so in accordance with these T&Cs.
- (b) Any facts comprised in User Content must be accurate and any opinions must be genuinely held.
- (c) User Content must comply with all applicable laws in England and Wales and in any other country from which such User Content can be viewed and not be in contempt of court.
- (d) User Content must not:
 - (i) be defamatory of any person; be obscene, offensive, hateful or inflammatory; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; promote violence or any illegal content or activity; or bully, insult, intimidate, humiliate, harass, upset, embarrass, alarm or annoy any other person;
 - (ii) promote sexually explicit material and/or include child sexual abuse material;
 - (iii) promote discrimination of any kind, including discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (iv) infringe any copyright, database right, trade mark or other intellectual property rights;
 - (v) be likely to deceive any person, or give the impression that your contribution emanates from us if this is not the case;
 - (vi) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (vii) impersonate any person or organisation or misrepresent your identity or affiliation with any person or organisation;
 - (viii) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse, or contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, made are likely to understand such statement as constituting a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
 - (ix) contain any advertising or promote any products, services, websites or resources provided by you or third parties.
- (e) You warrant that any User Content complies with the standards set out in these T&Cs and you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- (f) We have the right to immediately remove (temporarily or permanently) any posting you make on our Sites or Communication Channels if, in our opinion, your posts do not comply with the standards set out in these T&Cs.

- (g) Any content you upload or post to our Sites will be considered non-confidential and non-proprietary. Unless otherwise agreement, you retain all of your ownership rights in your content, but in any event you are required to grant us and, where relevant, other Users of our Sites, a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.
- (h) You accept that we reserve the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Sites or Communication Channels constitutes a violation of their intellectual property rights, or of their right to privacy.
- (i) You are solely responsible for securing and backing up your content.

2.4 Viruses

- (a) We do not guarantee that our Sites will be secure or free from bugs or viruses, so you should use your own suitable virus protection software. Accordingly, you agree not to hold us accountable for such bugs or viruses.
- (b) You must not misuse our Sites by knowingly introducing or permitting the introduction of viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Sites, the servers on which our Sites are stored or any server, computer or database connected to our Sites. You must not attack our Sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

3. OUR PRODUCTS AND SERVICES

3.1 Our Products

- (a) We may update or amend our Products from time to time, for example to reflect changes in relevant laws, industry trends and recruitment practices. This includes adding, removing and amending our Products in our sole discretion. This means our Products may vary slightly from their pictures and descriptions. Product packaging may also vary.
- (b) The images and descriptions of the Products on our Sites and Communication Channels are for illustrative purposes only and the content included in our Products (our **Product Content**) is provided for general information only. Product Content is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice or tuition before taking, or refraining from taking, any action on the basis of the Product Content.
- (c) Although we make reasonable efforts to update the Product Content, we make no representations, warranties or guarantees, whether express or implied, that the Product Content is accurate, complete or up to date.
- (d) We reserve the right to change our prices – including our fees for postage and packaging – and to introduce, amend, retract or expire discounts at any time, in our sole discretion and without notice.

3.2 Orders of Handbooks placed through our Online Store

- (a) Your use of shop.citycareerseries.com (our **Online Store**) is subject to these T&Cs and the T&Cs of both the online store software provider (for example BigCartel, whose [T&Cs are here](#)) and the applicable payment provider (for example Stripe or PayPal).
- (b) Our acceptance of orders through our Online Store takes place when we email you to confirm that your Handbook order has been despatched. Before taking this action, we reserve the right to reject or cancel your order, in which case you will be provided with either a refund or an alternative offer (which you may reject in favour of a refund). We might do so because, for example, the handbook(s) you have ordered are out of stock, there are unexpected limits on our resources, we have identified an error in the price or description of the product, we are unable to meet a delivery deadline you have specified, you have failed to provide us with information that is necessary for us to supply the Products (for example, a valid delivery address or contact number), or costs relating to external couriers and/or packaging providers exceed those that have been charged through our Online Store.
- (c) If you wish to make a change to a Handbook order, please contact us and we will let you know if the change is possible (this will depend in part on whether we have already arranged for the Handbook(s) to be delivered to you). If it is possible, we will let you know about any changes to the price of your proposed order, the anticipated timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may be able to cancel your order.
- (d) We aim to deliver our Handbooks to UK addresses within 7 working days. However, you accept that there may be courier delays that are outside of our control, as well as operational delays relating to staff absences, so this is simply a target rather than a contractual obligation. We usually opt for a courier's '5+ day' delivery service for international orders, but there are often delays that are outside our control (for example, if there are delays within a courier's network or collection or final delivery of the relevant Handbook(s) is hindered).
- (e) Where you inform us that a handbook has been lost or damaged by a third party (e.g. a courier):
 - (i) You must first send us any evidence we need to raise a claim with such third party (including, but not limited to, images of any damage and confirmation by email that a Handbook has not been received).
 - (ii) We will then raise a claim with the third party and where appropriate, update you once that claim has been resolved.
 - (iii) Once the claim has been resolved, if the relevant Handbook order has been proven to have been lost or arrived damaged, we will either issue a refund (or partial refund in damage-related cases, depending on the extent of the damage) or send you a replacement Handbook free of charge, unless you accept an alternative offer.
 - (iv) If you are requesting a refund or replacement in respect of a damaged Handbook, we reserve the right to require you to first return the damaged Handbook(s) to us, and we will subsequently reimburse you for reasonable delivery costs incurred in doing so.

- (f) Note that we typically courier handbooks using Parcel2Go and these deliveries will also be subject to Parcel2Go's T&Cs.
- (g) This clause 3.2 does not apply to Handbooks sourced other than through our Online Store, including orders of our Handbooks placed through third party retailers or distributors, or Amazon.co.uk. Orders placed through Amazon.co.uk are fulfilled using Amazon's 'Fulfilled by Amazon' service and as such, the terms and conditions that apply to such orders are imposed by Amazon.

3.3 Commercial Law Academy subscriptions

- (a) Your use of the Commercial Law Academy e-learning platform (**CLA Platform**) is subject to our T&Cs and the Thinkific T&Cs, as are in place from time to time.
- (b) In this clause, **Calendar Month** means the duration from and including a numeric day in one month, to the day immediately preceding the corresponding numeric day in the next month (for example, from 16 July to 15 August), with the first day being the day on which you commenced your subscription to the CLA Platform.
- (c) If you purchase a monthly subscription to the CLA Platform, you can cancel at any time before the end of a given Calendar Month in order to avoid being charged for the following Calendar Month. Subject to these T&Cs and any mandatory cooling off periods and allowed deductions prescribed by UK consumer protection law, if you do not cancel before the end of a given Calendar Month and are consequently charged for the following Calendar Month, you will not be eligible for a refund for that following Calendar Month.
- (d) If you commence a free or discounted subscription to the CLA Platform, you accept and agree that once such free or discounted period ends, you will be automatically charged full price for each subsequent Calendar Month, unless you cancel your subscription before the end of the final free or discounted Calendar Month.
- (e) Subject to these T&Cs and any mandatory cooling off periods and allowed deductions prescribed by UK consumer protection law, if you purchase an annual subscription to the CLA Platform (which entitles you to 12 months' access, commencing on the date on which such subscription commences), you accept that the price is discounted to reflect your commitment to a longer subscription and you will therefore not be eligible for a refund for any portion of the applicable 12 month period. If you do not want to be charged for a subsequent 12 month period, it is your responsibility to cancel your annual subscription before the end of your current 12 month period.
- (f) If for any reason the software provider we rely upon to supply the CLA Platform (currently Thinkific) experiences technical or commercial issues that inhibit our ability to make available the CLA Platform content to you for more than 10 consecutive days, we will either refund any amounts you have paid for the period in excess of those 10 consecutive days during which the CLA Platform content remained substantially unavailable, or offer an equivalent extension to your subscription period free of charge. We will not be liable under any circumstances to non-paying Users in connection with the unavailability of CLA Platform content. In the circumstances described in this clause, we will use our reasonable endeavours to contact you about any issues as soon as reasonably practicable.

- 3.4 We reserve the right to stop providing aspects of our Services from time to time. Where this is the case, we will let you know as soon as reasonably practicable and shall refund you for any sums paid in advance in respect of Services which will not be provided.

4. RETURNS AND REFUNDS

- 4.1 A contract for our Services is completed when the relevant Service has been paid for and downloaded, streamed and/or delivered (depending on the nature of the Service).
- 4.2 For most products bought online, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days of receipt and receive a refund. However, the right to cancel and receive a refund does not apply in respect of:
- (a) Digital products after you have started to download or stream these. If we made the digital content available to you immediately upon you making payment, you will not have the right to change your mind and if you have purchased a ticket to a webinar or event, you will not have the right to change your mind once the webinar or event has started; or
 - (b) Services, once these have been completed, even if the cancellation period is still running.
- 4.3 If you change your mind in accordance with this clause after physical products have been dispatched to you or you have received them, you must return them to us in a saleable condition. Please contact information@citycareerseries.com to arrange such delivery. Note that you are responsible for ensuring the safe return of products and must therefore package and courier them appropriately.
- 4.4 We will pay the costs of return: if the products are faulty or misdescribed; if you are ending the contract because we have told you of a change to the product or these T&Cs that affects your order and was implemented after you ordered; if we are responsible for an error in pricing or description or a delay in delivery; or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay for the costs of return.
- 4.5 Where you qualify for a refund under these T&Cs and/or UK consumer rights law in respect of physical products, we will refund the price you paid for the products and, if we are at fault, the price you paid for postage and packaging, subject to any reasonable deductions to reflect any reduction in the value of the goods resulting from your use, handling or return of those goods. Refunds will be processed as soon as reasonably practicable and where possible, via the method you originally used for payment.
- 4.6 Where you qualify for a refund under UK consumer rights law for services or digital products, we may deduct an amount from such refund to reflect any period during which the services or digital products had been supplied.

5. THIRD-PARTY WEBSITES & RESOURCES

5.1 Third-party software providers

- (a) If you choose to access Services that rely on technology supplied by third-party software providers (for example, Thinkific for the CLA Platform, ClickMeeting for webinars, MailChimp for newsletters, BigCartel for our online store, JobTestPrep for our psychometric test affiliate partnership, PayPal and Stripe for accepting online payments, and other software providers on which we may rely from time to time) (**Software Providers**), you agree to do so at your own risk and always in accordance with any terms, conditions and policies imposed by such Software Providers.

- (b) You agree not to hold us responsible if defective third-party software damages a device or digital content belonging to you and accept that we will never accept responsibility for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or the relevant Software Providers.

5.2 **Third-party resources**

- (a) Where our Services contain links to third parties, including (but not limited to) links to other website content, social media channels, platforms, individuals, organisations, products (including books), services, or other resources (including content, communications, mailing lists, advice and information) (**Third-Party Resources**), these links are provided for your information only.
- (b) Links to Third-Party Resources should not generally be interpreted as recommendations that you interact with such Third-Party Resources, or as approval by us of those Third-Party Resources or information you may obtain from them, and you accept that we have no control over the nature or availability of such Third-Party Resources.
- (c) If you access, purchase or use any Third-Party Resources:
 - (i) You do so solely at your own risk and we make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Resources, or any transactions completed and any contracts entered into by you with any such Third-Party Resources; and
 - (ii) By using such Third-Party Resources, you agree to also be bound by any terms and conditions applicable to the use of such Third-Party Resources and accept that you may need to pay additional fees to access those Third-Party Resources. Accordingly, we recommend that you refer to any applicable terms and conditions and policies prior to using any Third-Party Resources.

5.3 **Linking to our Services**

- (a) You may link to our Services, provided you do so in a way that is fair and legal, does not damage our reputation or take advantage of it, and does not suggest any form of association, approval or endorsement on our part where none exists.
- (b) You must not establish a link to our Services in any websites or resources (e.g. books, magazines, newsletters, online resources and posts etc.) that are not owned by you, unless you have been given express permission to do so by the owner of such websites or resources.
- (c) Our Services must not be framed on any other Sites or within any resources, nor may you create a link to any part of our Sites other than the home page.
- (d) We reserve the right to withdraw linking permission at any time and in our sole discretion.
- (e) If you wish to link to or make any use of our Services other than as set out in these T&Cs, please contact information@citycareerseries.com.

6. LIMITATIONS ON USE OF THE SERVICES

- 6.1 You must not print off, print screen, download or in any way copy, modify, record, duplicate, reproduce, create derivative materials from, modify, frame, mirror, republish, transmit, distribute, display or share all or any portion of the text, images, audio, videos, pages, structures or courses that comprise our Services (**Sharing Content**), without our prior written consent.
- 6.2 Where we consent to you Sharing Content, you agree that our status (and that of any identified contributors) as the authors of the relevant content must always be acknowledged, and that we can withdraw our consent at any time (at which point, you will return, remove and/or destroy the content and any copies thereof, at our request and in our sole discretion, as soon as practicable).
- 6.3 You shall not use the Services to render any products, services, resources or content to third parties, for example by incorporating elements of our Services into webinars, webpages, social media posts or educational courses, and you shall not use any part of the Services in order to build a product, service, offering or following, whether for commercial purposes or otherwise, on your own behalf or for a third party.
- 6.4 You shall not license, sell, rent, commercially exploit, make available to third parties, or enable any third parties to access the Services, for example by sharing your log-in details for the CLA Platform or providing copies of our Handbooks (electronic or otherwise) to third parties.
- 6.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify us of any details reasonably required in connection with such unauthorised access.

7. INTELLECTUAL PROPERTY

- 7.1 You acknowledge and agree that we are the owner or the licensee of all intellectual property rights in our Services, including the material published on our Sites. Those works are protected by copyright laws and treaties around the world and all such rights are reserved.
- 7.2 These T&Cs do not grant you any rights to, under or in, any patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 7.3 You are not permitted to use our business name, trading name or logos without our approval and you shall not remove or in any manner alter any logo, brand name, product identification, proprietary mark, trade mark notice, copyright notice, or other notices contained in or comprising part of the Services.

8. LIABILITY

- 8.1 If you have any questions or complaints about our Services, please contact us via information@citycareerseries.com.
- 8.2 We shall have no liability to you under these T&Cs if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, acts of God, wars, riots, civil commotions, malicious damage, epidemics, pandemics, compliance with any law or governmental orders, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, storms or default of suppliers or subcontractors (including couriers, commercial printing companies and Software Providers), provided that we notify you of such an event and its expected duration (if we are aware of such event and an estimation is feasible).

- 8.3 If we are made aware that the supply of our Services (other than through Amazon.co.uk or a third-party distributor) is significantly delayed or hindered by an event outside our control, we will contact you as soon as possible to let you know and where possible, we will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event.
- 8.4 Whether you are a consumer or a business User, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.5 You shall be responsible for any taxes or additional third party charges that apply to any Products you purchase, including (but not limited to) sales taxes and customs duties that are imposed in the jurisdiction to which such Products are delivered or supplied.
- 8.6 **For business Users**
- (a) We exclude all implied conditions, warranties, representations or other terms that may apply to the purchase, access or use of our Services.
 - (b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, our Services, or your use of or reliance on any content forming part or all of our Services.
 - (c) In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
- 8.7 **For consumer Users**
- (a) Please note that we only provide our Services for domestic and private use. You agree not to use our Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity resulting from commercial or business use.
 - (b) We take no responsibility for any loss or damage that is not foreseeable, or for any failure on your part to pass a particular course or successfully progress through any application, interview, internship or training process for which you were using our Services to support your learning, improve your technique and/or facilitate your professional development.
 - (c) If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow instructions or to have in place the minimum system requirements advised by us or an applicable Software Provider.
- 8.8 Save for cases of fraud or wilful misconduct, and to the extent permitted under UK law, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of our obligations under these T&Cs shall be limited to the amount you have paid (minus any refunds provided by us) for the Services in respect of which such liability has arisen.

9. TERMINATION

- 9.1 If you wish to terminate a contract with us for a reason set out below, you must inform us immediately in writing, at which point the contract will end immediately and we will refund you for any Services which have not been provided. The reasons are:
- (a) We have told you about a change to the Services which will directly affect your order (for example, if the change means you will not receive the precise Services anticipated at the time of placing your order) and you consequently do not wish to proceed;
 - (b) We have told you about an error in the price or description of the Services you have ordered and you consequently do not wish to pay the correct price or accept the Services in the form that they will otherwise be provided;
 - (c) We have informed you that there is a risk that the supply of the Services may be significantly delayed because of events outside our control, and you consequently do not wish to proceed;
 - (d) We have suspended supply of the Services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 10 consecutive days; or
 - (e) You have a legal right to end the contract because of something we have done wrong.

10. DATA PROTECTION

- 10.1 We will only use your personal information as set out in our [Privacy Policy](#).

11. ADDITIONAL CLAUSES

- 11.1 You shall not, without our prior written consent, sublicense, assign, transfer, charge or sub-contract any element of the Services or any of your rights or obligations under these T&Cs to any third party, whether with or without consideration, without our prior written consent.
- 11.2 This Agreement does not confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.3 If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these T&Cs.
- 11.4 No failure or delay by us to exercise any right or remedy provided under these T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.5 These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes or claims).