

WOODHOUSE ENVIRONMENTAL SERVICES LTD

Terms and Conditions of Service

1. Definitions

- 1.1. Woodhouse Environmental Services: Woodhouse Environmental Services Ltd, registered in England and Wales number 06778406 at Unit 4, Carpenters Court, 48 St Johns Road, Hedge End, Southampton, SO30 4AG
- 1.2. The Customer: the person or organisation who purchases the Services from Woodhouse Environmental Services as specified in the Works Specification;
- 1.3. Consumer Customer: a Customer who is not purchasing the Goods or Services in the course of their business or profession;
- 1.4. the Goods: the equipment, plant, merchandise, wares or materials supplied by Woodhouse Environmental Services to the Customer and detailed in the Works Specification;
- 1.5. the Services: the professional services to be provided by Woodhouse Environmental Services to the Customer and as detailed in the Works Specification;
- 1.6. the Terms and Conditions: these Terms and Conditions together with any terms contained within any Maintenance Agreement or Works Specification;
- 1.7. the Maintenance Agreement: the written agreement between the parties for Woodhouse Environmental Services to provide a planned maintenance service to the Customer in respect of specific equipment or plant;
- 1.8. the Works Specification: means the schedule of works, quotation or other similar document giving details of any installation, service or repair Services to be provided by Woodhouse Environmental Services;
- 1.9. Working Hours: Monday to Friday 0730 to 1730;

2. General and Interpretation

- 2.1. These Terms and Conditions shall apply to all and any contracts for the supply of Goods and or Services by Woodhouse Environmental Services to the Customer and to the exclusion of all other terms and conditions, including any terms and conditions the Customer may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.2. Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of Woodhouse Environmental Services.
- 2.3. In the Terms and Conditions any references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 2.4. Headings will not affect the construction of these Terms Conditions.

3. Quotes and formation of a contract

- 3.1. Woodhouse Environmental Services will provide a provisional estimate for any installation, retrofit, repair or service work.
- 3.2. The provisional estimate is an estimate only and is subject to the outcome of an onsite survey.
- 3.3. When a provisional estimate is accepted by the Customer then Woodhouse Environmental Services will attend site to carry out a full site survey and will then provide a final quote. The final quote, once accepted by the Customer, is fixed subject to the remaining provisions of this clause.

- 3.4. Final quotes are valid for one month from the date of issue. Quotes are subject to the following terms:
 - 3.4.1. Goods are charged at supplier prices and are therefore subject to variation where the supplier prices change;
 - 3.4.2. Final costs may vary as a result of issues which could not have been reasonably foreseen during the initial site survey including:
 - 3.4.2.1. Removal of hazardous materials
 - 3.4.2.2. Additional works or variations which could not have been identified during the site survey
 - 3.4.2.3. Customer changes to the specifications
 - 3.4.2.4. Charges for cancellation of site visits at short notice or failure of the Customer to allow access to the premises, plant or equipment – please see clause 5 below
 - 3.4.2.5. Overtime charges where an engineer is required to continue working outside of the Woodhouse Environmental Services Working Hours (this does not apply to call outs). Overtime rates are set out in the Works Specification or Maintenance Agreement
- 3.5. Unless specified otherwise in the quote then the following items are not included in the price for any Services:
 - 3.5.1. Local authority/Landlord Consent or fees
 - 3.5.2. Any making good or redecoration
 - 3.5.3. Any lifting/access equipment
 - 3.5.4. Any carpentry or building works of any kind
 - 3.5.5. Diamond drilling
 - 3.5.6. Provision of electrical supply & mains connection (unless we have specifically quoted for this)
 - 3.5.7. Electrical Certification
 - 3.5.8. Penetrations to building exterior
 - 3.5.9. Fitting of exterior louvers and attenuated panels
 - 3.5.10. Any out of hours works.
 - 3.5.11. Craneage
 - 3.5.12. Any item not specified

4. Charges, invoicing and payment

- 4.1. A contract for the supply of Goods and or Services will only be formed when Woodhouse Environmental Services confirms acceptance of the Customer's order. A purchase order or letter of intent will not form a binding contract until such acceptance has been communicated by Woodhouse Environmental Services.
- 4.2. Acceptance of an order by Woodhouse Environmental Services will be confirmed only where:
 - 4.2.1. Woodhouse Environmental Services confirms its acceptance in writing; or
 - 4.2.2. Woodhouse Environmental Services commences providing the Services or delivers Goods to the Customer.

- 4.3. Woodhouse Environmental Services' fees for the supply of Goods and or Services will be detailed in the Works Specification.
- 4.4. Goods will normally be invoiced before delivery by pro-forma invoice. Woodhouse Environmental Services reserves the right to place any order for Goods on hold until payment has been received.
- 4.5. The balance of payment due for installation, service or repair works will be due on Completion unless expressly agreed otherwise by Woodhouse Environmental Services. Payment shall be made by the Customer in accordance with the quote. This will normally be bank transfer or via a Stripe link/GoCardless on invoiced amounts or debit or credit card to the Woodhouse Environmental Services engineer in attendance.
- 4.6. Invoiced amounts shall be payable within the period specified on the invoice or in the Works Specification.
- 4.7. Woodhouse Environmental Services reserves the right to carry our credit checks including seeking references from other suppliers or by using a Credit Reference Agency.
- 4.8. Woodhouse Environmental Services reserves the right to require payment up front for all Goods and Services where it is unable to obtain a satisfactory credit reference.
- 4.9. Woodhouse Environmental Services may allow Customer's to enter into a Credit Agreement via a third party. Where any such Credit Agreement is cancelled or defaulted then the remaining balance will become immediately due to Woodhouse Environmental Services.
- 4.10. Woodhouse Environmental Services is entitled to charge interest on overdue invoices from the day after the final date on which payment was due until the date on which payment was made. The rate of interest charged shall be 8.00% per annum above the official dealing rate of the Bank England currently in force.
- 4.11. In addition, where the Customer is not a consumer then Woodhouse Environmental Services shall be entitled to charge the Customer for any reasonable costs incurred in recovering the late payment plus the following fixed fees:
 - £40 for debts under £1,000
 - £70 for debts of £1,000 of more but less than £10,000
 - £100 for debts of £10,000 or more

5. Charges for late cancellation and no-shows/delayed services

- 5.1. Subject to a Consumer Customer's rights of cancellations (set out at clause 16 below), where the Customer cancels an agreed installation, service or repair visit with less than two working days' notice then whichever is the greater of the following charges will apply:
 - 5.1.1. Woodhouse Environmental Services' standard call out charge (as set out in the Works Agreement of Maintenance Specification); or
 - 5.1.2. 65% of all costs incurred as a result of the cancellation or delay including but not limited to engineer costs, travelling expenses, costs incurred in rearranging or rescheduling works
- 5.2. Where it is necessary to attend outside of Working Hours as a result of a client cancellation or due to the inability to access the premises to carry out the Services then the overtime rates applicable will be payable by the Customer.

6. Installations, Servicing and Repairs – specific terms

- 6.1. The Customer shall remove all furniture and equipment (e.g. televisions, computers) from the area where the installation is to take place. In the event that the Woodhouse Environmental Services engineer has to move furniture or equipment then they will do so but will not be liable for any damages or breakages except where they result from negligence on the engineer's part.

- 6.2. Woodhouse Environmental Services will remove large pieces of debris caused by drilling and other construction tasks and ensure the work area is tidy on completion of the works, but the Services do not include a comprehensive clean including sweeping and mopping of floors.
- 6.3. Where the Customer has not accepted Woodhouse Environmental Services' recommendations in relation to any system requirements then Woodhouse Environmental Services will not be liable for any issues which arise from the Customer's choice of system including lack of performance from undersized units, the appearance of the system within its environs or lack of sound pressure reduction.
- 6.4. Woodhouse Environmental Services will provide the Customer with photographic images of the chosen system and details regarding its technical specifications and capabilities. Should the Customer vary the specification during installation then the Customer will be liable for the cost of all equipment installed or supplied to date and the revised specification will be subject to a requote for both labour and materials. In the event that the Customer cancels an installation prior to completion then the Customer will be liable for the full installation cost except at Woodhouse Environmental Services' entire discretion.
- 6.5. The Customer is responsible for disposing of all packaging from the Goods supplied. Woodhouse Environmental Services will decommission and dispose of used air conditioning coils and refrigerant from site unless stated otherwise in the quote or Works Specification.

7. Maintenance Agreements – specific terms

- 7.1. The terms of a Maintenance Agreement will be agreed in advance between the Customer and Woodhouse Environmental Services and recorded in the Maintenance Agreement document. This will include the agreed cost of the Agreement and circumstances in which additional charges will be payable (for example call outs out of Normal Working hours).
- 7.2. Payment terms for Maintenance Agreements will be set out in the Maintenance Agreement. Where the Maintenance Agreement covers a period in excess of 12 months then Woodhouse Environmental Services shall be entitled, on each anniversary of the Agreement, to increase the prices by a maximum of 5% year on year to cover any increased costs. For any increases in excess of 5% Woodhouse Environmental Services will give one month's notice of the increase to the Customer. The Customer may cancel the Agreement within the notice period without penalty by sending written notification of cancellation to Woodhouse Environmental Services.
- 7.3. Times and dates of regular servicing visits or pre-planned maintenance visits will be agreed in advance by Woodhouse Environmental Services and the Customer within Working Hours unless the Maintenance Agreement specifies otherwise. It shall be the responsibility to arrange each maintenance visit with Woodhouse Environmental Services.
- 7.4. Unless stated otherwise then all Maintenance Agreements include the cost of lubrication and cleaning materials.
- 7.5. Parking and congestion charges incurred in carrying out visits under a Maintenance Agreement are payable in addition to the fees set out in the Maintenance Agreement.
- 7.6. Maintenance Agreements do not cover the cost of repairs or servicing required as a result of the following, in which case the Call Out Charges set out at clause 8 below shall apply:
 - 7.6.1. Breakdowns resulting from failure to use the system in accordance with Woodhouse Environmental Services or manufacturer's instructions
 - 7.6.2. Vandalism to the system
 - 7.6.3. Damage caused by flood, fire, insect infestation, extreme temperatures, acts of war or acts of god
 - 7.6.4. Breakdowns resulting from works carried out on the installation by anyone other than a Woodhouse Environmental Services authorised engineer

- 7.7. Maintenance Agreements shall continue for the Initial Contract Period defined in the Maintenance Agreement. On expiry of the Initial Contract Period then the Maintenance Agreement shall continue on a rolling basis until and unless terminated on one month's written notice by either party.
- 7.8. Woodhouse Environmental Services may terminate a Maintenance Agreement with a non-Consumer Customer prior to expiry of the Initial Contract Period on one month's notice.
- 7.9. The Customer may not terminate a Maintenance Agreement prior to expiry of the Initial Contract Period unless clause 17.5 applies.
- 7.10. Where Woodhouse Environmental Services reasonably considers that the system has been serviced, tampered with or otherwise interfered with by another person or engineer then it shall be entitled to cancel the Maintenance Agreement with immediate effect and the Customer shall be liable for the charges for the entire Initial Contract Period except at the entire discretion of Woodhouse Environmental Services.

8. Call out charges (non-Maintenance Agreements)

- 8.1. Woodhouse Environmental Services operate a call out service to attend system breakdowns which is chargeable as follows:
 - 8.1.1. There is no 'call out charge' but as a minimum travel time to and from our base in Southampton plus one hour's labour will be charged at the hourly rate set out in the Works Specification.
 - 8.1.2. After one-hour labour will be charged at minimum units of 30 minutes for labour.
 - 8.1.3. Any parking and congestion charges are payable in addition to travel and labour time.
 - 8.1.4. Call outs out of Working Hours are charged at 1.25 times the normal hourly rates. Woodhouse Environmental Services do not attend call outs during the following hours unless agreed otherwise in writing:
 - Before 0730 and after 1730 on Saturdays
 - Anytime on Sundays
 - Anytime on Bank or Public Holidays
 - 8.1.5. Replacement parts are charged at the cost of supply. Woodhouse Environmental Services will not order or install any replacement parts without the Customer's agreement.

9. Customer Responsibilities

- 9.1. The Customer shall co-operate with Woodhouse Environmental Services in order to enable Woodhouse Environmental Services to perform its obligations under these Terms and Conditions and in particular shall:
 - 9.1.1. Obtain all necessary permissions and consents that may be required for the performance of the Services;
 - 9.1.2. Ensure that accurate information, such as the delivery address for Goods, is supplied to Woodhouse Environmental Services and supply any further information reasonably required by Woodhouse Environmental Services;
 - 9.1.3. Ensure that Woodhouse Environmental Services can access the necessary premises, plant or equipment at the agreed times;
 - 9.1.4. Comply with such other requirements as may be set out in the Works Specification or otherwise agreed between the parties.
- 9.2. The Customer shall be liable to compensate Woodhouse Environmental Services for any expenses incurred or losses suffered by Woodhouse Environmental Services as a result of a failure of the Customer to comply with any part of this clause 9.

10. Health and Safety

- 10.1. The Customer acknowledges its statutory and common law duties in relation to the health and safety of visitors to its premises under the Occupiers Liability Act 1957; in particular the Customer shall ensure that any premises where the Services are to be carried out are secure, tidy and free from avoidable hazards. The Customer shall make Woodhouse Environmental Services aware of any specific hazards or risks present at the premises.
- 10.2. The Customer shall ensure that all sites where Woodhouse Environmental Services shall carry on the Services are safe for conduct of those Services. Woodhouse Environmental Services shall notify the Customer of any risks to health and safety which require remedial action, which must be taken by the Customer within a reasonable time scale.
- 10.3. The Customer will advise Woodhouse Environmental Services of any changes made to its premises which will affect or impact the delivery of the Services.
- 10.4. Woodhouse Environmental Services reserves the right to suspend the provision of all or part of the Services where an unacceptable risk to health and safety exists until the Customer has removed, or reduced to an acceptable level, that risk. The Customer shall remain liable for any charges due for the Services during any such period of suspension.

11. Variations to the Services

- 11.1. Variations to the Services and or Goods to be provided by Woodhouse Environmental Services under these Terms and Conditions must be agreed by an authorised representative of Woodhouse Environmental Services as specified in the Works Specification. Any other variation will not be binding upon Woodhouse Environmental Services.

12. Warranty

- 12.1. Woodhouse Environmental Services offers a 1-year guarantee on workmanship on all new Installations. In the event of a defect during the first year following installation then Woodhouse Environmental Services will attend the premises free of charge to ascertain the fault.
- 12.2. This guarantee does not apply to retro-fitted systems for example where pipework, cabling or drainage equipment has been reused.
- 12.3. This guarantee does not apply to:
 - 12.3.1. Defects resulting from operator errors, failure to use the system in accordance with Woodhouse Environmental Services or manufacturer's instructions
 - 12.3.2. Vandalism to the system
 - 12.3.3. Damage caused by flood, fire, insect infestation, extreme temperatures, acts of war or acts of god
 - 12.3.4. Defects resulting from works carried out on the installation by anyone other than a Woodhouse Environmental Services authorised engineer
- 12.4. Where the fault has arisen from workmanship then Woodhouse Environmental Services will rectify the fault at no charge to the Customer.
- 12.5. Where the fault has arisen from a faulty part then Woodhouse Environmental Services shall be entitled to charge the Customer labour costs incurred in the replacement of the faulty part.
- 12.6. Woodhouse Environmental Services shall use reasonable endeavours to transfer the benefit of any manufacturer's warranty to the Customer. The length and terms of any manufacturer's warranty shall vary but tend to be 1 year for parts used in a repair service and from 2 to 5 years for parts used in new installation.

- 12.7. Where the Customer enters into a Maintenance Agreement with Woodhouse Environmental Services in respect of any new installation carried out by Woodhouse Environmental Services then any manufacturer's warranty shall be extended by 5 years subject to the Maintenance Agreement being maintained throughout the entire warranty period.
- 12.8. Woodhouse Environmental Services shall charge labour for the replacement of any part under a manufacturer's warranty.
- 12.9. Any warranties and conditions provided in these Terms and Conditions shall be exclusive.
- 12.10. All other warranties and conditions, whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the performance of the Services and or the supply of the Goods by Woodhouse Environmental Services.

13. Delivery of Goods

- 13.1. Unless agreed otherwise then all Goods shall be delivered to the Customer's premises.
- 13.2. The supplier or Woodhouse Environmental Services shall notify the Customer that the Goods are ready for delivery and the date of delivery. Delivery dates are estimates and Woodhouse Environmental Services shall have no liability for any delays in the delivery of Goods.
- 13.3. The Customer shall accept risk in the Goods upon delivery and shall ensure that are stored in a safe place until installation.
- 13.4. Title in the Goods shall not pass to the Customer until all Goods and Services have been paid for in full.

14. Indemnity

- 14.1. The Customer shall indemnify Woodhouse Environmental Services in respect of any direct loss incurred by Woodhouse Environmental Services in the performance of the Services and or supply of the Goods in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Customer.
- 14.2. Woodhouse Environmental Services shall indemnify the Customer in respect of any direct loss incurred by the Customer in consequence of any negligent act or omission committed by any person or organisation acting on behalf of Woodhouse Environmental Services in the normal course of the performance of the Services or supply of the Goods.

15. Limitation of Liability

- 15.1. Nothing in these terms and conditions shall exclude or limit Woodhouse Environmental Services' liability for personal injury, death or fraudulent misrepresentation.
- 15.2. The liability of Woodhouse Environmental Services to the Customer under these Terms and Conditions shall be limited to any direct loss suffered by the Customer as result of the negligent performance of the Services or supply of the Goods and only where the Customer notifies Woodhouse Environmental Services of the negligent act or omission in question within 30 days of the date when the Customer became, or should reasonably have been, aware of that act or omission.
- 15.3. Woodhouse Environmental Services shall not be liable for any loss or damage arising from the performance of services that amount to a variation of the Services to be performed or Goods to be supplied agreed under these Terms and Conditions unless such variation has been agreed in compliance with the Variation clause contained in these Terms and Conditions.
- 15.4. Woodhouse Environmental Services shall not be liable for any indirect or consequential loss suffered by the Customer due to a breach of these Terms and Conditions by the Customer.
- 15.5. Time shall not be of the essence in relation to performance of the Services or supply of the Goods unless expressly provided otherwise in the Works Specification, and Woodhouse Environmental Services shall not be liable for any losses incurred by the Customer as a result of a failure to perform

the Services or supply of the Goods within the indicated time frames specified in the Works Specification.

16. Consumer Cancellation Rights

- 16.1. Where the Customer is a Consumer Customer, they may terminate these Terms and Conditions within 14 days of the date on which Woodhouse Environmental Services accepted the Customer's order, except where:
 - 16.1.1. The order consists of an order for goods or products which are bespoke to the Customer's requirements
 - 16.1.2. The Services and Goods have been ordered as part of an emergency response or repair service
- 16.2. To cancel the order the Customer should make a clear statement that they wish to cancel, either by telephone, email or post. The Customer is advised to maintain proof of cancellation.
- 16.3. In the event of such cancellation the Customer will be entitled to a full refund of any monies paid, except where they have asked for the Services to commence within the 14 day period in which case Woodhouse Environmental Services shall be entitled to charge the Customer for any work or other costs incurred up to the time of cancellation.

17. Termination

- 17.1. These Terms and Conditions shall terminate automatically once Woodhouse Environmental Services has completed performance of the Services and or provided the Goods and the Customer has made payment of all monies owed to Woodhouse Environmental Services under these Terms and Conditions.
- 17.2. Otherwise these Terms and Conditions may not be terminated except in accordance with the provisions of this clause.
- 17.3. Maintenance Agreements may be terminated in accordance with the provisions of Clause 7 of these Terms and Conditions.
- 17.4. Work Specifications may not be terminated except where the provisions of Clause 14 (Consumer Cancellation Rights) apply.
- 17.5. These Terms and Conditions may be terminated by either party immediately in writing where:
 - 17.5.1. The other Party becomes bankrupt or insolvent or enters a deed or arrangement with its creditors or goes into liquidation or has a receiver appointed of all or part of its undertaking, (except for the purposes of amalgamation or restructuring); or
 - 17.5.2. Acts in fundamental or repeated breach of a term or terms of these Terms and Conditions to an extent which permits the other party to consider these Terms and Conditions repudiated, unless such breach is in consequence of force majeure.

18. Data Protection

- 18.1. Woodhouse Environmental Services will use the personal data supplied to it by the Customer in order to provide the Goods and Services to the Customer.
- 18.2. Woodhouse Environmental Services shall not use the personal data for any other purpose except with the express consent of the Customer or unless it is required to do so by law.
- 18.3. In the Course of providing the Services Woodhouse Environmental Services may be required to supply your personal data to the following third parties:
 - 18.3.1. Credit reference agencies where the Customer is not paying for all Goods and Services up front

18.3.2. Delivery address and contact information to suppliers or couriers in order to arrange for the delivery of Goods

18.3.3. Site address and contact details to authorised engineers in order that they can attend site and carry out the Services

18.4. The Customer may request that Woodhouse Environmental Services supply to them a copy of the personal data which Woodhouse Environmental Services holds on file.

19. Complaints

19.1. If the Customer has a complaint with any aspect of Woodhouse Environmental Services' Services then they should raise this in the first instance with a member of the of the Woodhouse Environmental Services workforce.

19.2. If the complaint is not resolved to the satisfaction of the Customer then a formal complaint can be raised in accordance with of Woodhouse Environmental Services' complaints procedure, a copy of which is available on request.

19.3. Written complaints should be sent to solutions@woodhouseservices.co.uk.

20. Force Majeure

20.1. Neither party shall be entitled to damages from the other party, or to terminate these Terms and Conditions where the other party acts in default or material breach of these Terms and Conditions where that default or breach was caused by conditions or events beyond its control including, but not limited to:

20.1.1. Strike, lockout or other labour dispute affecting the employees of Woodhouse Environmental Services;

20.1.2. Acts of God;

20.1.3. Natural disasters;

20.1.4. Acts of war or terrorism;

20.1.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

20.1.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

20.1.7. Any event preventing Woodhouse Environmental Services' operatives from attending the Customer's premises to perform the Services including but not limited to adverse weather conditions, road closure or congestion and mechanical breakdown;

20.1.8. Any hazard at the Customer's premises including but not limited to impeded access or exit routes, structural defects, presence of noxious, combustible, radioactive or toxic substance which, in the reasonable opinion of Woodhouse Environmental Services, comprises an unacceptable risk to the health and safety of its operatives;

20.2. The Party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under these Terms and Conditions after notifying the other party.

21. Assignment

21.1. Woodhouse Environmental Services may assign its obligations under these Terms and Conditions to a third party without the Customer's consent.

- 21.2. Nothing in the preceding sub-clause shall however prevent the Customer from enforcing its rights under these Terms and Conditions against Woodhouse Environmental Services.
- 21.3. The Customer may not assign any of its rights or obligations under these Terms and Conditions without the written consent of a Director of Woodhouse Environmental Services.

22. Severability

- 22.1. If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. Waiver

- 23.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these Terms and Conditions shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

24. Notices

- 24.1. All notices and other communications provided for in these Terms and Conditions and any associated document shall be in writing and shall be delivered by post, fax, email or hand to an authorised representative, to the address, fax or email specified in the Contracts Specification.
- 24.2. Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.

25. Entire Terms and Conditions

- 25.1. These Terms and Conditions constitutes the entire Terms and Conditions of the parties and supersedes all prior communications, understandings and Terms and Conditions relating to the subject matter hereof, whether oral or written.

26. Third party rights

- 26.1. Nothing in these Terms and Conditions is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise.

27. Jurisdiction

- 27.1. These Terms and Conditions shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from these Terms and Conditions is required to be referred to a court of law.