

## **Little Steps Nanny and Events Agency – Terms and Conditions of Business**

Little Steps Nanny and Events Agency (Charlotte Warburton trading as Little Steps Nanny and Events Agency of 30 Shaftesbury Mount, Camberley, Surrey, GU17 9JR.

Please read this document carefully as it sets out the terms and conditions of business between Little Steps Nanny and Events Agency and the Client (you).

### **1. Interpretation**

**The following definitions and rules of interpretation apply in these Conditions.**

#### **1.1. Definitions:**

**Agency:** Little Steps Nanny and Events Agency of Little Steps Agency, 30 Shaftesbury Mount, Camberley, Surrey, GU17 9JR.

**Agency Materials:** has the meaning set out in clause 3.1(h).

**Associate:** any business associate, family member, colleague or acquaintance of the Client.

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

**Candidate:** a person introduced to the Client by the Agency to provide childcare services to the Client.

**Candidate's Commencement Date:** the date agreed between the Agency and the Client that the Candidate will begin the Engagement with the Client.

**Charges:** the charges payable by the Client for the supply of the Services in accordance with clause [4 \(Charges and payment\)](#).

**Client:** the person or firm who purchases Services from the Agency.

**Client Default:** has the meaning set out in clause [3.2](#).

**Commencement Date:** has the meaning given in clause [2.4](#).

**Conditions:** these terms and conditions as amended from time to time in accordance with clause [13.5](#).

**Contract:** the contract between the Agency and the Client for the supply of Services in accordance with these Terms and Conditions.

**Contract of Engagement:** the contract supplied to the Candidate by the Client setting out the terms of Engagement.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Engagement:** the hire, employment or other use of a Candidate, directly or indirectly on a Permanent Engagement or Temporary Engagement by the Client whether a Contract of Engagement is in place or not, where the Client provides remuneration to the Candidate for the provision childcare services.

**Instructions:** the instructions and information provided to the Agency by the Client detailing the Client's requirements for a Candidate to provide the Services.

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

**Invoice Due Date:** has the meaning given in clause 5.4(a).

**Order:** the confirmation of the Client's order for Services as sent to the Client by the Agency on the Commencement Date.

**Permanent Engagement:** the Engagement of a Candidate by the Client for a period of more than 12 weeks on a full or part time basis.

**Services:** the introduction of Candidates to provide childcare services, supplied by the Agency to the Client.

**Temporary Engagement:** the Engagement of a Candidate by the Client for a period of less than 12 weeks on a full or part time basis.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## 1.2. Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (c) (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes email.

## **2. Basis of agreement**

- 2.1.** These Terms and Conditions set out the basis upon which the Client engages the Agency to provide the Services. The Order constitutes an offer by the Client to purchase the Service in accordance with these Conditions.
- 2.2.** The Candidates are not employed by the Agency and the Agency only acts as an introduction agency for childcare and domestic placements and therefore holds no employer responsibility for any Candidate whether introduced on a permanent, agreement or a temporary basis. Nothing in this Agreement shall create a partnership or agency or the relationship of employer and employee, or other relationship between any of the parties, other than the contractual relationship expressly provided for in this Contract.
- 2.3.** The Agency is an employment agency acting in accordance with The Employment Agencies Act 1973 and corresponding regulations. It acts as an intermediary which introduces Applicants to prospective clients and vice versa. The Agency has no part, contractual or otherwise, in any arrangement between the Client and the Candidate and is not an agent in law for any person.
- 2.4.** The Order shall only be deemed to be accepted when the Agency issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.5.** The Client acknowledges that the Agency does not provide public liability insurance for any of the Candidates and it is the Client's responsibility to ensure that a Candidate has the appropriate public liability insurance policy in place as the Client sees fit.
- 2.6.** Any descriptive matter or advertising issued by the Agency, and any descriptions contained on the Agency's website or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.7.** These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 3. Client's obligations

#### 3.1. The Client shall:

- (a) ensure that the Instructions are correct and that the terms of the Order and any information it provides in the are complete and accurate;
- (b) give clear instructions to the Candidate regarding their expected duties and the needs of the Client's children.
- (c) co-operate with the Agency in all matters relating to the Services;
- (d) provide the Agency, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Agency;
- (e) prepare the Client's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) comply with the provisions of any anti-discrimination legislation, including but not limited to the Equality Act 2010;
- (i) Comply with all applicable UK tax and employment laws;
- (j) Where required, maintain appropriate Employer's Liability Insurance for a minimum of £5 million;
- (k) keep all materials, equipment, documents and other property of the Agency (**Agency Materials**) at the Client's premises in safe custody at its own risk, maintain the Agency Materials in good condition until returned to the Agency, and not dispose of or use the Agency Materials other than in accordance with the Agency's written instructions or authorisation;
- (l) inform the Agency if a Candidate introduced to the Client by the Agency has already been introduced by a third party or there is some other reason why the Charges would not apply. Failure to do so by the Client will result in the Client being liable to pay the Charges for the Services;
- (m) Immediately inform the Agency in writing of any concerns or dissatisfaction with the conduct, capability of a Candidate;
- (n) Immediately inform the Agency if the Engagement is accepted by the Candidate and the following details:
  - (i) whether the Engagement is a Temporary Engagement or Permanent Engagement;
  - (ii) Start and end dates of Engagement; and

- (iii) the gross salary and other remuneration to be paid to the Candidate.
  - (o) Immediately inform the Agency if the Client has agreed with a Candidate that their Temporary Engagement is to become a Permanent Engagement;
  - (p) Provide the Candidate with suitable live in accommodation where the Engagement of the Candidate is for a live-in position and maintain any appropriate household insurance to protect the Candidate's possessions.
- 3.2.** If the Client or any Associate refers the details of an Applicant to any other person, firm or company within 12 months of the Candidate's introduction to the Client by the Agency, resulting in the Engagement of the Candidate, the Client shall be liable for the payment of the Charges to the Agency.
- 3.3.** If the Agency's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Agency shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Agency's performance of any of its obligations;
  - (b) the Agency shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Agency's failure or delay to perform any of its obligations as set out in this clause 3.3; and
  - (c) the Client shall reimburse the Agency on written demand for any costs or losses sustained or incurred by the Agency arising directly or indirectly from the Client Default.

#### **4. Agency's Obligations**

##### **4.1.** The Agency shall

- (a) attempt to introduce the Client to Candidates which the Agency considers to be suitable to the Client's Instructions;
- (b) request that the Candidate provides to the Client:
  - (i) Curriculum Vitae;
  - (ii) Government issued identity documents;
  - (iii) Proof of address;
  - (iv) DBS certification and relevant certificates;
  - (v) Referee contact details.

- (c) Inform the Client as to the status of the documents set out in 4.1(b).
- (d) Where required to do so, obtain all necessary criminal records and barred list checks in respect of each Candidate.
- (e) Whilst awaiting the outcome of any necessary checks in clause 4.1(d), the Candidate which is the subject of those checks shall be supervised at all times by an employee of the Agency for whom criminal record and barred list checks have been obtained.

## **5. Charges and payment**

### **5.1.** The Charges for the Services shall be calculated on a time and materials basis:

- (a) the Charges shall be calculated in accordance with the Agency's fee rates, as set out in its current price list at the date of the Contract displayed on its website or as agreed in the Order;
- (b) the Agency's daily fee rates for each individual are calculated on the basis of an eight-hour day from worked on Business Days; and
- (c) the Agency shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Agency introduces in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, for the cost of services provided by third parties and required by the Agency for the performance of the Services, and for the cost of any materials.

### **5.2.** The Agency reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

### **5.3.** The Agency shall invoice the Client for the Charges in advance of the provision of the Services on the Commencement Date.

### **5.4.** The Client shall pay each invoice submitted by the Agency in full and in cleared funds to a bank account nominated in writing by the Agency by the earlier of:

- (a) 7 days from the date of the invoice (**Invoice Due Date**); or
- (b) the Candidate's Commencement Date, subject to clause 10.2.

### **5.5.** Time for payment shall be of the essence of the Contract.

**5.6.** Pursuant to clause 5.4, if the Client fails to make a payment due to the Agency by the earlier of the Invoice Due Date or the Candidate's Commencement Date, then, without limiting the Agency's remedies under clause 10, the Client shall pay:

- (a) a 10% surcharge on the value of the invoice upon expiry of the Invoice Due Date; and
- (b) a further 10% surcharge upon the expiry of each subsequent period of 10 days following the expiry of Invoice Due Date; and
- (c) interest on the overdue sum from the Invoice Due Date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when that base rate is below 0%.

**5.7.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Refunds**

**6.1.** The Client will be entitled to claim a refund from the Agency if the following conditions are satisfied:

- (a) All invoices were paid within by the Invoice Due Date; and
- (b) The Client advises the Agency of the termination of engagement of the Candidate within 5 working days; and
- (c) The working conditions of the candidate are reasonable and as agreed prior to the Candidate's Commencement Date; and
- (d) There was a Contract of Engagement Supplied to the Candidate by the Client and the terms of that Contract of Engagement were not breached by the Client.

**6.2.** If the Candidate's engagement is terminated by the Client or the Candidate within 6 weeks from the Candidate's Commencement Date, subject to the conditions in 6.1(a) – (d) being satisfied, the Agency will attempt to provide a suitable replacement at no extra cost to the Client. If the replacement Candidate is unsuitable, or a suitable replacement Candidate is not provided to the Client within 4 weeks of the Engagement Termination Date, and subject to the conditions in clause 6.1(a) – (d) being satisfied, a refund will be due to the Client from the Agency and will be calculated on the following basis:

- (a) If the Engagement Termination Date is within 2 weeks of the Candidate's Commencement Date, a full refund of the Fees will be provided to the Client by the Agency less a £100.00 administration charge; or

- (b) If the Engagement Termination Date is between 2 and 4 weeks of the Candidate's Commencement Date, a refund of 75% of the Fees will be provided to the Client by the Agency; or
- (c) If the Engagement Termination Date is between 4 and 6 weeks of the Candidate's Commencement Date, a refund of 50% of the Fees will be provided to the Client by the Agency.

## **7. Intellectual property rights**

- 7.1.** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Agency.
- 7.2.** The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.1.
- 7.3.** The Client grants the Agency a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and modify any materials provided by the Client to the Agency for the term of the Contract for the purpose of providing the Services to the Client.

## **8. Data protection**

- 8.1.** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Agency) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 8.2.** The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Agency is the processor.
- 8.3.** Without prejudice to the generality of clause 8.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Agency for the duration and purposes of the Contract.
- 8.4.** Without prejudice to the generality of clause 8.1, the Agency shall, in relation to any personal data processed in connection with the performance by the Agency of its obligations under the Contract:
  - (a) process that personal data only on the documented written instructions of the Client unless the Agency is required by Applicable Laws to otherwise process that personal data. Where the Agency is relying on laws of a member of the



European Union or European Union law as the basis for processing Personal Data, the Agency shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Agency from so notifying the Client;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (i) the Client or the Agency has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Agency complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach;
- (f) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data.

**8.5.** The Client consents to the Agency appointing the Candidate as a third party processor of Personal Data under the Contract. The Agency confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating

terms which are substantially similar to those set out in this clause 7 and in either case which the Agency confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Agency, the Agency shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 8.

## **9. Limitation of liability**

**9.1.** The Agency has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £3,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Agency has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

**9.2.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**9.3.** Subject to clause 9.2, the Agency's total liability to the Client shall not exceed the Charges paid by the Client to the Agency. The Agency's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

**9.4.** Unless the Client notifies the Agency that it intends to make a claim in respect of an event within the notice period, the Agency shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**9.5.** This clause 9 shall survive termination of the Contract.

## **10. Cancellation**

**10.1.** Subject to clause 10.2, if the Client is an individual consumer, within the scope of the Consumer Contracts Regulations 2013, this Agreement can be cancelled within 14 days (the Cancellation Period) of the Commencement Date. The Agency will not provide the Services until after the expiry of the Cancellation Period.

**10.2.** The Client has the right to waive the Cancellation Period if it requires the Agency to provide the Services prior to the end of the Cancellation Period. The Client acknowledges that instructing the Agency to provide the Services within the Cancellation Period waives the right to cancel this Agreement.

**10.3.** If the Agreement is cancelled in accordance with clause 10.1, a refund for the Booking Fee will be paid by the Agency to the Client as soon as reasonably practicable.

## **11. Termination**

**11.1.** Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice.

**11.2.** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**11.3.** Without affecting any other right or remedy available to it, the Agency may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Client.

**11.4.** Without affecting any other right or remedy available to it, the Agency may suspend the supply of Services under the Contract or any other contract between the Client and the Agency if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 11.2(b) to clause

11.2(d), or the Agency reasonably believes that the Client is about to become subject to any of them.

## **12. Consequences of termination**

### **12.1. On termination of the Contract:**

- (a) the Client shall immediately pay to the Agency all of the Agency's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Agency shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return all of the Agency Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Agency may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

### **12.2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination .**

### **12.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.**

## **13. General**

### **13.1. Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **13.2. Assignment and other dealings.**

- (a) The Agency may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### **13.3. Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3(b).

- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**13.4. Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

**13.5. Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**13.6. No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**13.7. Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**13.8. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**13.9. Notices.**

- (a) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (iii) if sent email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.9(a)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**13.10. Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**13.11. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**13.12. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.