

## THIRD LIGHT LIMITED TERMS AND CONDITIONS

### Use of the Product constitutes acceptance of these terms and conditions

These terms and conditions govern the provision by **THIRD LIGHT LIMITED** of St John's Innovation Centre, Cowley Road, Cambridge, United Kingdom, CB4 0WS ("Third Light") (**we or us**) to the customer (**you**) of the Third Light Image Management Service (**IMS**).

#### **Definitions and Interpretation**

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"INPUT MATERIAL"	means any images, photographs, graphics, documents, designs, materials, elements of text, trademarks, copyright, intellectual property, data or other information provided by the Client to Third Light relating to the Services or installed by the Client on the Product
"THIRD PARTY PRINTING SERVICES PROVIDER"	means a company providing Printing Services
"PRINTING SERVICES"	means the provision of physical prints, gift products or other merchandise delivered by a Third Party Printing Services Provider
"LIGHTBOX SYSTEM"	means the sale and automated fulfilment of electronic downloads within a licencing framework configured with the administration pages of IMS by the Client
"PRODUCT" or "SOFTWARE"	means the software and systems known as IMS
"SERVICE PROVIDER"	means a company contracted by Third Light to provide network connectivity and utilities for the IMS servers
"SPAM"	means electronic emails to any person or organisation from whom direct written or verifiable consent has not been acquired

Words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting the singular shall include the plural and vice versa.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

#### **1. Contracts**

- 1.1 A Contract - as bound by these Terms and Conditions - is made by you placing an order for the provision of the IMS, via our web site (<http://www.thirdlight.com>), by telephone or otherwise (an **Order**) and by us confirming your Order. We will confirm your Order by indicating that we have processed your first payment of our charges for the services provided under that Order. The issue of an automatic reference number as part of the ordering process does not constitute confirmation of your Order.
- 1.2 If you are an individual and are entering into a Contract for non-business purposes, then you have the right to cancel the Contract, without charge, within seven (7) working days of placing the order, by sending us written notice.
- 1.3 We may, at our sole discretion, refuse to accept your Order, in which case there will be no Contract between you and us in relation to that Order.

#### **2. Supply of the Services**

- 2.1 Third Light shall provide the Services to the Client in accordance with the provisions of this Agreement.
- 2.2 Third Light may at any time without notifying the Client make any changes to the Services which are necessary to comply with any safety or other statutory requirements or which do not materially affect the nature or quality of the Services.
- 2.3 Any time limits or delivery dates are estimates only and time for delivery of the Services shall not be of the essence of the contract.

### **3. Co-location Services Provided by Third Light**

- 3.1 Third Light will provide space, power, cooling and bandwidth for the servers in its data centre.
- 3.2 Third Light will be responsible for the maintenance and upkeep of servers.
- 3.3 The Client will be responsible for the images and other data uploaded to and stored in its IMS account and, if applicable, the upload of data to a Third Party Printing Services Provider for orders placed through its service.
- 3.4 Third Light will use its reasonable endeavours to maintain connectivity to the Internet for its servers, subject to the limitations imposed by the service level guarantees from its Service Providers.
- 3.5 Third Light may temporarily suspend the service or parts of the service, including connectivity or functionality involving Third Party Printing Services Providers in order to complete repairs, planned maintenance or upgrades. Where possible, Third Light will give notice before such suspensions occur.
- 3.6 Although Third Light will attempt to provide the Client with the best possible service, it cannot guarantee the availability of IMS. It will use reasonable endeavours to correct all reported faults as soon as reasonably possible.
- 3.7 It is the responsibility of the Client to keep its password secret and secure at all times and the Client will be responsible for any damage caused by unauthorised access resulting from failure to keep the password secret and secure.
- 3.8 The Client shall not attempt to gain access to any part of the IMS other than its own IMS account.
- 3.9 Except by prior arrangement, if the Client's IMS site uses more than three hundred (300) gigabytes of outward bound bandwidth transfers per month (excluding uploads to the Client's IMS account) a monthly surcharge will be payable by the Client in addition to the Charges at a rate of four (4) pounds sterling per gigabyte above such level.
- 3.10 If your Order included the Third Light backup service, we will back up your data stored on our servers each day to a separate computer system (this applies only to data stored in connection with services provided under that Order). Backup data is of a proprietary form requiring specialist handling and we do not provide you with direct access to the backups.
- 3.11 A maximum of 10,000 files may be stored per 1GB of storage quota purchased.

### **4. Charges for IMS**

- 4.1 The Client will be liable for the agreed charges outlined in 4.6 for the IMS, together with applicable taxes on those charges.
- 4.2 Third Light will provide electronic receipts for your subscription charges for the Services. Such receipts will be emailed to your registered email address as set in the Administration pages from within IMS. We issue all invoices and receipts in electronic form only, and do not provide paper copies of invoices, receipts or other documents.
- 4.3 If the Client chooses to pay our charges upon receipt of an invoice, then our charges are payable annually in advance.
- 4.4 If the Client chooses to pay our charges by credit card, then our charges are payable either monthly in advance or annually in advance, as specified in your Order.
- 4.5 Third Light may automatically disable uploads to the Client's IMS account as soon as any payment is overdue (for example, if an invoice remains unpaid for thirty (30) days or immediately if a credit card payment is declined).

- 4.6 Charges for the IMS are as published on our web site. Our published charges exclude VAT at the prevailing rate. We may update our charges from time to time by publishing them on our web site and announcing such changes in an email newsletter, in which case the updated charges will take effect within thirty (30) days of publication.
- 4.7 If the Client's account details change, including name, business name, address, telephone number credit or debit card details or VAT number, the Client agrees to update their account details as soon as reasonably practical using the online Administration pages in IMS.
- 4.8 We may terminate any Contract and the provision of any services covered by it immediately and without further notice should any properly delivered invoice remain unpaid for a period of thirty (30) days beyond the due date, or if a credit card payment is declined and not remedied within thirty (30) days. Such action will not remove your liability to pay any outstanding charges.
- 4.9 In the event of late payment the Client shall pay interest on the amount of the Charges outstanding at the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 from the date due until the date of actual payment.
- 4.10 If any cheque from the Client is returned by the bank as unpaid for any reason the Client will be liable for an administration fee of £30 or such increased figure as Third Light may from time to time reasonably require.
- 4.11 The Client shall be liable for and shall indemnify Third Light against all costs and expenses incurred by Third Light in respect of any steps, actions or proceedings made or brought against the Client by Third Light to obtain payment of outstanding Charges and interest.
- 4.12 All payments will be in UK Pounds Sterling unless otherwise agreed in writing.

## **5. Domain Name Registration and Hosting**

If and only if Third Light will be providing domain name registration services and/or domain hosting then:-

- 5.1 If the Client requests, the Internet domain name of the Client's business may be used in conjunction with the IMS and the Client shall pay any expenses incurred by Third Light in connection therewith which are agreed in writing between Third Light and the Client.
- 5.2 Where a domain name is registered on the Client's behalf, Third Light will act on behalf of the Client as an Agent to register the domain.
- 5.3 The contract for registration of the domain will be between the Client and the appropriate naming authority and the Client will be bound by the terms and conditions of the naming authority for the domain name chosen.
- 5.4 Third Light does not guarantee the availability of any domain name and does not warrant that the Client's choice of domain name will not infringe the rights of any third party and the Client shall indemnify Third Light against all costs, claims, demands, liability and expenses incurred by Third Light in respect of any such infringements.
- 5.5 Renewal fees for the domain name will be due periodically as specified by the contract between the Client and the naming authority. Third Light will inform the Client of these amounts and apply the charges to the Client's account.
- 5.6 Third Light will only process domain renewals on receipt of full payment from the Client and the Client shall indemnify Third Light in respect of any non-renewal of the domain name due to non-payment or due to termination of this agreement relating to the Client's account at an earlier date than the renewal date of the domain name.
- 5.7 It is the Client's responsibility to arrange transferral of its domain name if it terminates its account with Third Light, including payment of any fees or costs incurred. No renewal reminders will be sent to the Client in relation to domains used by the Client prior to the termination of its account with Third Light.
- 5.8 Third Light shall not be liable nor shall agree to pay any costs incurred by the Client in transferring its domain name to another service provider or Agent.

## **6. Printing Services**

This clause only applies where the Client orders through Third Light prints or products to be supplied by a Third Party Printing Services Provider.

- 6.1 The Client's use of such Services is subject to the terms and conditions of the Third Party Printing Services Provider. The Client agrees to comply with such terms and conditions at all times and paying all charges including handling fees as appropriate and shall indemnify Third Light against all costs, claims, demands, liability and expenses incurred by Third Light as a result of any breach by the Client of this clause 6.1.
- 6.2 The Client shall procure the payment to Third Light of the price per print/product as per the published price list – accessible from within the administration pages of the IMS services – as amended from time to time.
- 6.3 In addition the Client shall procure the payment to Third Light of the following:-
  - 6.3.1 For the delivery of prints/products, postage or any appropriate delivery charge
  - 6.3.2 A gross handling charge for credit card transactions applies. Where the Client procures payment in UK Pounds Sterling, the gross handling charge shall be 5% of the sale price. Where the Client procures payment in US dollars or Euros, the gross handling charge shall be 5% charged on the sale price as converted from US dollars or Euros into UK Pounds Sterling at the date of the order made by the customer of the Client. The exchange rate used will be determined by Third Light.
  - 6.3.3 Where appropriate, VAT or any appropriate tax for the country where the Client is trading or residing, based on the sale price, postage or delivery charges and the gross handling charge.
- 6.4 In the event that the Client makes use of the 'blocking' systems or the 'Custom Product' systems provided by IMS, the Client must use their best endeavours to fulfil orders received within seven (7) working days.
- 6.5 Third Light reserve the right to refund any customer of the Client who finds cause to complain about the performance of the Client in fulfilling orders placed for prints in accordance with clause 6.4. Any chargebacks, refunds, disputed transactions or any other costs incurred by the Client or its own customers will be subtracted from the Client's turnover.
- 6.6 Third Light will transfer profits due using an electronic funds transfer (BACS) to UK clients, or using PayPal for non-UK clients. The profits shall be transferred once per calendar month in arrears provided the amount is greater than £50.00, except if the Client has unpaid bills in which case the transfer will be made once the unpaid bills are paid.
- 6.7 The calculation of profit used by Third Light shall take into account any and all deductions related to gross handling charges, refunds, chargebacks or other costs incurred by the Client by using the Printing Services, and shall be itemised within the software using the Card Statements function provided to the Client.
- 6.8 It is hereby agreed and declared for the avoidance of doubt that the Client's account balance represents an unsecured debt of Third Light to the Client, is at risk in the event of Third Light's insolvency and is not covered by the Financial Services Compensation Scheme or any other public or private insurance scheme.
- 6.9 All credit card transactions will be listed as being charged by 'WWW.3LPAY.COM' on credit card statements.
- 6.10 The Client must supply valid details for receipt of electronic funds transfers using the IMS Ecommerce Preferences page. Third Light do not accept any liability for funds lost or delayed due to the misconfiguration of any aspect of the IMS Ecommerce Preferences page.
- 6.11 The Client must correctly record and account for all sales, and hereby agrees that all record keeping and accounting duties associated with sales to individual buyers, including archival of order confirmations and statements and taxation are the responsibility of The Client.
- 6.12 The Client accepts that physical goods sold to the Client's customers are subject to the Consumer Protection (Distance Selling) Regulations 2000 and it is therefore the Client's duty to provide a refund for rejected goods to the extent described by these regulations, including without limitation goods produced in good faith for which costs are irrecoverable. For avoidance of doubt, Third Light is the Client's payment agent and is not a Third Party Printing Services Provider.

## **7 Lightbox Payment System**

If and only if the Lightbox Payment System is included in the Service, then the following provisions shall apply:

- 7.1 The Lightbox credit card payments system is provided as-is without any warranty or condition express or implied as to the quality, reliability or service of such system.
- 7.2 Upon processing a transaction made via the Lightbox credit card payment system, Third Light will issue an electronic transaction confirmation to each of the Client and the cardholder at the email addresses provided. All record-keeping relating to transactions made via the Lightbox remains the sole responsibility of the Client.
- 7.3 Any charge-backs, refunds, disputed transactions or any other costs incurred by the Client or its own customers will be subtracted from the Client's turnover.
- 7.4 All aspects of the configuration, pricing and legal documents used in connection with the Lightbox service are the sole responsibility of the Client. Under no circumstances will Third Light be responsible for the misuse of the Lightbox service due to misunderstanding or negligence or due to any other factor under the Client's control or outside the reasonable control of Third Light and Third Light shall not be held accountable for any matter related to the purchase of image data through the IMS.
- 7.5 The Client is responsible for ensuring that credit card payments made through the Lightbox service may only be made by the registered cardholder (or, if a card is a business or jointly held card, by an authorised user of the card).
- 7.6 The Client's IMS site options must include a valid trading name, email address and telephone number. The Client must ensure that all queries related to transactions on its IMS site are delivered to a person who will be able to deal with them properly.
- 7.7 A gross handling charge for credit card transactions applies. Where the Client procures payment in UK Pounds Sterling, the gross handling charge shall be 5% of the sale price. Where the Client procures payment in US dollars or Euros, the gross handling charge shall be 5% charged on the sale price as converted from US dollars or Euros into UK Pounds Sterling at the date of the order made by the customer of the Client. The exchange rate used will be determined by Third Light.
- 7.8 Where appropriate, the client shall procure payment of VAT or any appropriate tax for the country where the Client is trading or residing, based on the price and the gross handling charge.
- 7.9 Third Light reserve the right to refund any customer of the Client who finds cause to complain about the performance of the Client in fulfilling orders placed through the lightbox system.
- 7.10 Third Light will transfer profits due using an electronic funds transfer (BACS) to UK clients, or using PayPal for non-UK clients. The profits shall be transferred once per calendar month provided the amount is greater than £50.00, except if the Client has unpaid bills in which case the transfer will be made once the unpaid bills are paid.
- 7.11 The calculation of profit used by Third Light shall incorporate any and all deductions related to gross handling charges, refunds, chargebacks or other costs incurred by the Client by using the lightbox systems, and shall be itemised within the software using the Card Statements function provided to the Client.
- 7.12 It is hereby agreed and declared for the avoidance of doubt that the Client's account balance represents an unsecured debt of Third Light to the Client, is at risk in the event of Third Light's insolvency and is not covered by the Financial Services Compensation Scheme or any other public or private insurance scheme.
- 7.13 All credit card transactions will be listed as being charged by 'WWW.3LPAY.COM' on credit card statements.
- 7.14 The Client must supply valid details for receipt of electronic funds transfers using the IMS Ecommerce Preferences page. Third Light do not accept any liability for funds lost or delayed due to the misconfiguration of any aspect of the IMS Ecommerce Preferences page.

## **8. Client's Obligations**

- 8.1 The Client shall take reasonable action not use the Product to store, send, distribute, disseminate or knowingly receive the following:-
- anything which may defame, abuse, harass, threaten or otherwise violate the legal rights of others.
  - any inappropriate profane, defamatory, obscene, indecent or unlawful images, material or information
  - any images, material or information which incite or are likely to incite discrimination, hate or violence towards one person or a group because of their sex or sexual orientation or because of their belonging to a race, a religion or a nation or that insult the victims of crimes against humanity by contesting the existence of those crimes
  - any images, material or information that infringe the intellectual property of any party
  - material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted or any other similar software or programs that may damage the operation of another's computer or property of another
  - images, material or information that violate any applicable laws or regulations
  - Spam or unsolicited advertising or promotional material
  - images, material or information that cause or are likely to cause annoyance, inconvenience or needless anxiety to any person
- 8.2 Third Light reserves the right to terminate the Agreement and withdraw the provision of the Services or Maintenance without prior warning to any Client who is in breach of the provisions of clause 8.1 above. The Client shall be liable for and shall indemnify Third Light against all direct costs, claims, demands, liability and expenses incurred by Third Light in respect of any steps actions or proceedings made or brought against Third Light by any third party as a result of any breach by the Client of the provisions of clause 8.1 above.
- 8.4 Third Light reserves the right to terminate the Agreement and withdraw the provision of Services or Maintenance if the Client fails to meet its obligations to customers by accepting orders through the Printing Systems or Lightbox Systems which it cannot fulfil in a timely fashion to a reasonable standard, or fails to provide a reasonable level of support to its customers in addressing complains or requests for refunds, or fails to make readily available to customers details such as may be used to contact the Client. Third Light's decision shall be final if this clause 8.4 is invoked by Third Light.
- 8.5 It shall be the responsibility of the Client to comply with all statutory requirements in connection with its use of the Product including (but without prejudice to the generality of the foregoing) The Data Protection Act 1998, The Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, Sale and Supply of Goods Act 1994, The Sale and Supply of Goods to Consumers Regulations 2002, the Consumer Protection Act 1987 and The Consumer Protection (Distance Selling) Regulations 2000.
- 8.6 It is the Client's sole responsibility to correctly and accurately configure the IMS Ecommerce Preferences page to contain a valid trading address and tax details sufficient and appropriate to comply with any and all tax guidelines and regulations in force in the Client's territory. It is furthermore the Client's sole responsibility to correctly configure the IMS Ecommerce Preferences page with bank details or PayPal details for the receipt of electronic transfers from Third Light.

## **9 Permitted Use**

- 9.1 The Client may not lend, hire, sublicense, broadcast, distribute, exchange, give away, modify, disable or offer the Software or transfer the Software to any third party.
- 9.2 The Client may not reverse – engineer, disassemble or decompile or attempt to breach the security or design limitations of the Software for any purpose.
- 9.3 The Client may not distribute, use or offer any enhancements or additions to the Software. Without prejudice to the generality of the foregoing, this shall include integrations with payment systems, database systems or other enhancements or additions to be used in combination with the Product using the Software
- 9.4 In respect of automated payment services provided within the Product, the Client may not use the payment services to accept payments for any purpose other than as designed in the Printing Services and Lightbox Services features of the Product.
- 9.5 Third Light reserves the right to terminate the Agreement and withdraw the provision of the Services and Maintenance without prior warning to any Client who is in breach of the provisions of clauses 9.1 to 9.4.

## **10 Support and Maintenance**

- 10.1 Third Light shall provide appropriate support for the Product to the Client via email only, and Third Light shall use reasonable endeavours to resolve problems within 24 hours but shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay or failure to do so.

## **11. Intellectual Property Rights**

- 11.1 The property and copyright or other Intellectual Property Rights in any Input Material shall (subject to any such rights of any third party) belong to or continue to belong to the Client.
- 11.2 The Client warrants that any Input Material and its use by Third Light for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify Third Light against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 11.3 The property and copyright or other Intellectual Property Rights in the Software shall remain the property of Third Light.
- 11.4 Third Light warrants that the Product and the Software and its use by the Client will not infringe the copyright or other rights of any third party and Third Light shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

## **12 Privacy**

- 12.1 Third Light will take appropriate steps to protect the Client's privacy. Where the Client provides sensitive information (for example, a credit card number to make a purchase), Third Light will take reasonable steps to protect such information, such as encrypting the card number. Third Light will also take reasonable security measures to protect the Client's personal information in storage.
- 12.2 Credit card numbers shall be used by Third Light for payment processing and no other purpose.
- 12.3 Third Light's websites may provide links to third party websites. Since Third Light does not control such websites, the Client is responsible for reviewing and abiding by the privacy policies of such third party sites.
- 12.4 The IMS service uses cookies. A cookie stores useful information that enables Third Light's system to remember the Client when the Client returns to visit the system or when the Client is logged in to provide a consistent secure and appropriate service. Cookies from Third Light's websites can only be read by Third Light's websites and do not carry sensitive information.
- 12.5 Third Light does not capture and store any personal information about the Client, except where the Client chooses to give its personal details voluntarily when enquiring about the ordering of any of Third Light's services. In such cases, the personal information given by the Client is used exclusively by Third Light for providing the Client with the requested information or Services. Third Light will not pass any of the Client's personal data to outside organisations and/or individuals, except for the purposes of delivering specific services such as domain name registration or where required by law.
- 12.6 Third Light's websites monitor website traffic to help Third Light improve its services. This information is not linked to any personal data so that visitors to Third Light's site remain anonymous.

## **13 Warranties and Liability**

- 13.1 Third Light does not warrant that the Product will remain fully operational at all times and that it will not be affected by failure of Hardware, security breaches, malicious attacks, terrorist attacks or terrorism of any kind, internet worms/viruses and denial of service attacks.
- 13.2 Except in respect of death or personal injury caused by Third Light's negligence or as expressly provided in these conditions Third Light shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the Agreement for any loss of profit, loss of business or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Third Light or its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client or out of the operation of or inability to operate the Product by the Client and the entire liability of Third Light under or in connection with the Agreement shall not exceed the total charges paid or payable to us by you in respect of services provided.

- 13.3 Third Light gives no warranty for the quality, reliability or service of any third party Service Provider or Third Party Printing Services Provider.
- 13.4 One party shall not be liable to the other party or be deemed to be in breach of the Agreement by reason of any delay in performing or failing to perform any of that party's obligations under this Agreement if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond that party's reasonable control:-
- Act of God, explosion, flood, tempest, fire or accident
  - War or threat of war, sabotage, insurrection, civil disturbance or requisition
  - Act, restrictions, regulations, bye-laws, prohibition or measures or any kind on the part of any governmental, parliamentary or local authority
  - Import or export regulations or embargoes
  - Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Third Light or of a third party)
  - Difficulties in obtaining raw materials, labour, fuel, parts, machinery or hardware
  - Power failure or breakdown in machinery or hardware
- 13.5 If Third Light charge any sum to the Client in error, we will rectify this error at our own expense, up to and including (but not exceeding) the sum charged in error.

#### **14 Termination**

- 14.1 The minimum period of service for the IMS under each Contract shall be one (1) month.
- 14.2 For monthly subscriptions, after the minimum period has elapsed you may terminate a Contract on thirty (30) days' written notice to us. A pro-rated charge for the remaining period will be made when the 30 days notice period has been agreed.
- 14.3 For annual subscriptions, fees paid for in advance for services are non-refundable. You may terminate a Contract by providing written notice to us, whereupon this Contract remains in force until the next payment date is reached, at which time the Contract is terminated.
- 14.4 Any outstanding funds due from Third Light in connection with Printing or Lightbox Systems will be settled at the normal time, notwithstanding termination of the Contract.
- 14.5 Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other terminates any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed
- 14.6 In the event that the Agreement is terminated under clause 14.5 by Third Light, the Client shall not be entitled to any refund of any Charges that are due at the date of termination and interest thereon and all other sums due to Third Light will immediately become payable in full.

#### **15 Errors and Omissions**

- 15.1 We will make every effort to ensure that all prices and descriptions quoted on our Website or in communications to you are correct and accurate. However, it is inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, we will be entitled to rescind the Agreement, notwithstanding that we have already accepted your order and/or received payment from you. Our liability in that event will be limited to the return of any money you have paid in respect of the order. In the case of a manifest error in relation to price, you will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered.

A 'manifest error', in relation to an incorrect price, a price quoted in error by us which you knew or should reasonably have known was quoted in error, for example, because the price was significantly lower than the usual market price for the service in question and was not subject to a special offer.

#### **16 General**

- 16.1 The provisions of this Agreement constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.



- 16.2 Nothing in this Agreement shall exclude the right to cancel the Agreement (if any) under the Consumer Protection (Distance Selling) Regulations 2000. Subject thereto, all other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 16.3 Neither party may assign, transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.
- 16.4 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business or such other address as any at the relevant time has been notified pursuant to this provision to the party giving the notice.
- 16.5 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.6 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 16.7 English Law shall apply to the Agreement and the parties agree to submit to the jurisdiction of the English Courts.
- 16.8 It is not intended that any of the terms of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.