



## MOLE PRODUCTIONS LIMITED STANDARD TERMS & CONDITIONS

Effective: 1<sup>st</sup> January 2026

These Terms and Conditions are for the purchase and sale of services including, but not limited to, digital marketing, creative content and website services by Mole Productions Ltd t/as Mole Digital, a company registered in England and Wales under company number 05744529 whose registered office is Unit 2, The Grain Store Manor Farmyard, Coate, Devizes, England, SN10 3LP.

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract" means these Terms and Conditions together with the terms of any applicable Proposal.

"Price" means the price payable for Services as specified in the Proposal.

"Proposal" means our written quote, proposal, project summary, specification or other similar document outlining the Services to be provided. The terms "quote" and "proposal" are used interchangeably.

"Services" means the services detailed in any Proposal.

"We/Us/Our" means Mole Productions Ltd t/as Mole Digital. (Also includes employees, agents, representatives, associates and third-party suppliers)

"Writing" includes electronic mail and comparable means of communication.

"You/Your" means the person/company (including their employees, agents, or assigns) who purchases or receives the Services from Us.

### 2. The Contract

2.1. Any Proposal given by Us shall not constitute an offer and is only valid for 30 days from its date of issue.

2.2. These Terms & Conditions and any Proposal constitute the entire Contract between You and Us.

2.3. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4. Our failure to object to terms and conditions set by You shall in no event be construed as acceptance of Your terms and conditions. Neither Our commencement of performance nor Our delivery of Services shall be deemed or constituted as acceptance of Your terms and conditions.

2.5. Before We can start work, We require You to provide either a purchase order or written acceptance of the Proposal.

- 2.6. Your order constitutes an offer by You to purchase the Services. The order will only be deemed accepted when We issue written acknowledgement or begin providing the Services. At this point, a contract will exist between the parties (Contract).
- 2.7. Specific terms detailed in any Proposal will prevail over these conditions in the event of conflict.
- 2.8. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.
- 2.9. Any amendment or modification of this Contract will only be binding if evidenced in Writing, signed by each Party or an authorised representative of each Party.
- 2.10. You acknowledge that You have not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract or any Proposal. You agree that You shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

### **3. Delivery of Services**

- 3.1. Services specific to this Contract will be outlined in Our Proposal.
- 3.2. We shall provide the Services with reasonable skill and care expected from a skilled and experienced supplier of digital marketing and creative services.
- 3.3. We will perform the Services using Our staff. However, We reserve the right to engage associates or subcontractors to deliver the whole or part of the Services. We remain fully responsible for the quality and delivery of work undertaken by associates on Our behalf.
- 3.4. Any additional work or variations to the Services will only be undertaken upon written agreement, with all additional costs agreed before work commences. Any variation to the brief may result in corresponding variations to the Price.
- 3.5. Any times or dates included in the Proposal are estimates only and shall not be of the essence. The schedule for performance of Services may change during performance. We shall not be liable for any delay in providing Services.
- 3.6. All Services will be delivered through an iterative process. Unless otherwise specified in the Proposal, the first iteration is included in the quoted Price. Subsequent changes beyond the first iteration will be chargeable at our agreed hourly rates.
- 3.7. Changes to creative work may be discussed in meetings but must be confirmed in Writing before We action them.
- 3.8. You must provide feedback on deliverables within any specific deadline communicated by Us, or if no deadline has been set, within fourteen (14) days. After this period, the deliverable will be deemed approved, and subsequent changes will incur additional charges.
- 3.9. We may use artificial intelligence tools and technologies in the provision of Services, including but not limited to content creation, design, coding, and analysis. Any output generated with the assistance of AI tools shall be reviewed, edited and approved by Us before delivery to You. All intellectual property rights in AI-assisted work shall be governed by clause 20 of this Contract.

### **4. Creative Content Production**

- 4.1. Where applicable, the length or duration of video content will be specified in the Proposal. Requests to extend beyond the specified length will be charged accordingly.
- 4.2. Where filming or photography is to take place at Your premises or at an event, You are responsible for obtaining all necessary permissions and clearances, including permission from the venue owner or operator. For conferences or events, attendees must be informed in advance or during registration that filming will take place and given the opportunity to opt out.
- 4.3. For one-to-one interviews or filming where an individual is the primary subject:.

- 4.3.1. Where the individual is an employee or contractor of Your company, We do not require a release form by default;
- 4.3.2. Where the individual is not an employee or contractor of Your company, We will use Our standard release form unless You specify otherwise in Writing before filming commences;
- 4.3.3. Where You supply Us with interview footage or recordings that You have created, You warrant that You have obtained all necessary consents and releases from the individuals featured.

## **5. Digital Marketing and Paid Advertising**

- 5.1. For paid advertising campaigns, the agreed advertising spend will be specified in the Proposal. We will pay the advertising spend directly to platforms and invoice You for both Our services and the advertising spend.
- 5.2. All advertising spend is transparent and can be verified through platform reporting.
- 5.3. Changes to agreed advertising spend require written notice at least three (3) working days in advance.
- 5.4. Campaign performance is subject to algorithms and policies of third-party platforms. We cannot control how platforms serve advertisements or prioritise content.
- 5.5. We do not guarantee specific results from digital marketing or paid advertising campaigns. Performance depends on factors beyond Our control including platform algorithms, audience behaviour and market conditions.
- 5.6. Platform policy or algorithm changes may affect campaign performance. We will endeavour to adapt campaigns but are not liable for performance impacts from platform changes.
- 5.7. If a platform fails to serve advertisements or experiences technical issues, Our liability is limited to the amount paid to that platform.

## **6. SEO (Search Engine Optimisation)**

- 6.1. All SEO services use white hat techniques only, in accordance with search engine guidelines.
- 6.2. SEO is a long-term strategy. Results take time and rankings may fluctuate.
- 6.3. Search engine rankings are determined by algorithms regularly updated by search engines. We cannot control these algorithms or guarantee specific rankings or traffic levels.
- 6.4. We are not liable for ranking fluctuations caused by search engine algorithm updates.
- 6.5. If You or any third party makes changes to Your website without prior consultation with Us, We are not liable for any negative impact on SEO performance.

## **7. Virtual Events and Webinars**

- 7.1. Where We host or provide technical support for virtual events, the platform will be specified in the Proposal or agreed in advance.
- 7.2. We will use reasonable endeavours to ensure smooth running of virtual events. However, the performance of third-party platforms is outside Our control.
- 7.3. In the event of platform failures or outages, Our liability is limited to the cost We paid to that platform provider.
- 7.4. We are not liable for disruptions caused by internet connectivity issues affecting speakers, presenters, or attendees, or caused by area-wide internet outages beyond Our reasonable control. We are responsible for maintaining adequate internet connectivity at Our premises for the delivery of Services.

## **8. Websites**

- 8.1. Where applicable, a Specification document will be created and agreed before development commences.
- 8.2. Following launch, You have thirty (30) calendar days to report bugs. Bugs reported within this period will be fixed at no additional charge, provided they relate to work specified in the Proposal.
- 8.3. After thirty (30) days, any issues, changes or updates will be subject to Our standard maintenance terms and pricing.
- 8.4. Websites require ongoing maintenance to remain compatible with browsers, security standards and software versions. We do not automatically update websites unless You have a maintenance agreement and request updates.
- 8.5. You are responsible for requesting and paying for updates to ensure Your website remains compatible with current browsers, new versions of software and plugins, compliant with security standards, and protected against vulnerabilities.
- 8.6. If You do not maintain and you do not ask Us to maintain Your website through regular updates, We are not liable for compatibility issues, security vulnerabilities or functionality issues arising from outdated software and plugins.

## **9. Website Hosting**

- 9.1. Your website will be hosted on servers provided by Our hosting partner, StablePoint. Servers are shared between multiple clients.
- 9.2. StablePoint's terms and conditions apply in addition to Our terms and can be viewed at <https://kb.stablepoint.com/docs/terms-of-service>. The relationship remains between You and Us, and You should direct all hosting queries to Us.
- 9.3. We cannot guarantee 100% uptime or availability. StablePoint endeavour to provide a 99.9% service uptime, excluding planned or emergency server maintenance or conditions beyond Our and their reasonable control. We are not liable for losses caused by hosting downtime or technical failures.
- 9.4. We are not responsible for disruption to the services outside Our control. We endeavour to choose providers that offer a high level of performance and uptime but if Our supply of the services is disrupted by an event outside Our control then We will take steps to minimise the effect of the disruption. We will not be liable for disruption caused by the event. We will not be responsible for network or hardware issues upstream of Us from data centre providers or other third parties and this won't be included within the 99.9% uptime calculation.
- 9.5. If Your website becomes unusually resource-intensive, We may need to move it to a different server or recommend a dedicated server solution, which may incur additional costs.
- 9.6. We perform backups of hosted websites twice daily. In the event of data loss, Our liability is limited to restoring from the most recent backup. We cannot recover data between backups.
- 9.7. You cannot access the server directly or take Your own backups. All backup and restore requests must be made through Us.
- 9.8. We are responsible for server security, including security certificates and passwords. However, no system is completely immune from security breaches.
- 9.9. We are not liable for security breaches caused by weak passwords, disclosure of login credentials by Your staff, malware from Your systems, or zero-day attacks.
- 9.10. We make no guarantee to defend Your website from denial of service attacks unless that service has been specifically agreed in a Proposal. If You believe You may be a target for such attacks, We can provide a Proposal for mitigation services.

- 9.11. Our liability for security breaches from vulnerabilities in code or systems We have created is capped at Our professional indemnity insurance limit as set out in clause 15.
- 9.12. Our servers are configured with standard security measures appropriate for typical website hosting. If You require non-standard security configurations, specific software versions, port blocking, or other technical arrangements that are not part of Our standard server setup, additional charges will apply. If penetration testing or security audits identify requirements beyond Our standard configuration, We will provide a Proposal for implementing such changes at Our prevailing rates.

## **10. Price and Payment**

- 10.1. The Price and payment schedule will be outlined in Our Proposal.
- 10.2. For projects involving upfront costs, the Proposal will distinguish between "upfront costs" and "ongoing costs" with payment schedules specified.
- 10.3. For projects with ongoing monthly costs, these will be invoiced monthly in advance unless otherwise agreed.
- 10.4. The Price does not include Value Added Tax ("VAT"). Any VAT applicable will be charged to You in addition to the Price. Our VAT registration number is GB881760694
- 10.5. Reasonable travel, accommodation and subsistence expenses may be charged for our Services. These will be specified, estimated or agreed with You before being incurred.
- 10.6. Where expenses are estimated in the Proposal, actual costs may differ if there is delay between the Proposal date and booking confirmation. We will charge actual costs incurred at standard commercial rates.
- 10.7. For ongoing services, We reserve the right to increase Our hourly rates and service charges on an annual basis or as required to reflect changes in Our costs. We will provide You with at least thirty (30) days' written notice of any price increases.
- 10.8. The currency for payment will be agreed at the outset and specified in the Proposal. Once agreed, the currency cannot be changed without Our written consent, and any change may be subject to an administrative handling fee. The Price will be in the agreed currency. We invoice primarily in GBP, USD, EUR and AUD.
- 10.9. For overseas transactions, You are responsible for any bank charges or transaction fees.
- 10.10. We accept payment by bank transfer only. Bank details are provided on invoices and Invoices are payable within twenty-eight (28) days of the invoice date. Time for payment shall be of the essence.
- 10.11. No payment shall be deemed received until We have received cleared funds.
- 10.12. Invoice queries must be received within seven (7) days of the invoice date. You remain liable to pay the undisputed part within the original timescale.
- 10.13. If payment is not made by the due date, We may:
- 10.13.1. Cancel the Contract or suspend Services with immediate effect;
  - 10.13.2. Exercise Our statutory right to charge interest at eight per cent (8%) above the Bank of England base rate on unpaid amounts under the Late Payment of Commercial Debts (Interest) Act 1998. Interest will accrue daily from the date the invoice becomes overdue until the date of payment;
  - 10.13.3. Charge costs of recovery including legal fees and disbursements.

## **11. Client Responsibilities**

- 11.1. You acknowledge that Our ability to provide Services depends on Your full and prompt cooperation and the accuracy and completeness of information You provide. You shall promptly give Us access to all information, data and documentation reasonably required.
- 11.2. Where We create content on Your behalf (including but not limited to clinical content, technical content or marketing materials), You are responsible for reviewing and approving such content for accuracy before it is published or used. You accept full responsibility for the accuracy and appropriateness of all content once You have approved it.
- 11.3. You warrant that all materials, content and information You supply to Us do not infringe third party intellectual property rights, are not illegal or libellous, and do not breach any contractual obligations You have to third parties.
- 11.4. You warrant that all materials You supply are provided with all necessary permissions, licenses and consents, including model releases for individuals appearing in photographs or video footage, patient or parental consent for clinical images and videos, permission from healthcare organisations where applicable, and copyright permissions for any third-party content.
- 11.5. You grant Us an irrevocable licence to use such materials for the purposes of providing the Services for the duration of the Contract.
- 11.6. You shall indemnify Us for any claims, costs and expenses arising from materials You have supplied or content You have approved. The indemnity extends to amounts paid on a solicitor's advice in settlement.
- 11.7. Where Services are provided on Your premises, You agree to provide a safe working environment, inform Our staff of health and safety requirements, and have suitable employer's and public liability insurance.
- 11.8. If Our performance is prevented or delayed by Your act or omission:
  - 11.8.1. We may suspend Services until You remedy the issue;
  - 11.8.2. We shall not be liable for costs or losses arising from Our delay;
  - 11.8.3. You shall reimburse Us for costs or losses We sustain from Your default.

## **12. Postponement and Cancellation**

- 12.1. Postponement to a date within one (1) calendar month will not be treated as cancellation. However, You will be responsible for additional costs We incur from the postponement.
- 12.2. Postponement to a date more than one (1) calendar month away will be treated as cancellation. We will provide a new Proposal for rescheduled work.
- 12.3. If You cancel the Contract, the following cancellation charges apply:
  - 12.3.1. For location filming, events, conferences, workshops and similar face-to-face services involving significant advance booking of resources:
    - 12.3.1.1. More than two (2) months' notice: 25% of the Price;
    - 12.3.1.2. Between one (1) and two (2) months: 50% of the Price;
    - 12.3.1.3. Between two (2) weeks and one (1) month: 75% of the Price;
    - 12.3.1.4. Less than two (2) weeks: 100% of the Price.
  - 12.3.2. For all other Services:
    - 12.3.2.1. More than one (1) month: 25% of the Price;
    - 12.3.2.2. Between two (2) weeks and one (1) month: 50% of the Price;
    - 12.3.2.3. Less than two (2) weeks: 75% of the Price.

## **13. Termination Without Notice**

13.1. We reserve the right to terminate the Contract with immediate effect if:

13.1.1. You pass a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court makes an order to that effect;

13.1.2. You cease to carry on Your business or substantially the whole of it;

13.1.3. Your financial position deteriorates such that Your capability to fulfil Your obligations has been placed in jeopardy.

13.2. If either Party breaches a material provision and fails to remedy it within reasonable time of written notice, the non-defaulting Party may terminate immediately and require indemnity against all reasonable damages.

13.3. All notices of termination must be submitted in Writing.

#### **14. Consequences of Termination**

14.1. On termination, You shall immediately pay all outstanding invoices and interest. In respect of Services supplied but not yet invoiced, We shall submit an invoice payable immediately on receipt.

14.2. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages for any breach existing at or before termination.

14.3. Clauses which expressly or by implication have effect after termination shall continue in full force.

#### **15. Our Liability**

15.1. Nothing in this Contract excludes or limits either Party's liability for death or personal injury from negligence, fraudulent misrepresentation or any other liability that cannot be excluded or limited at law.

15.2. Except as otherwise provided:

15.2.1. Our liability to You shall be limited in aggregate to the total Price paid by You under the Contract;

15.2.2. We shall not be liable for any economic losses (including loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or destruction of data.

15.3. For liability arising from security breaches, data loss or vulnerabilities in code or systems We have created, Our liability is capped at Our professional indemnity insurance limit of One Million Pounds (£1,000,000).

15.4. For liability from failures or issues with third-party platforms or services, Our liability is limited to the amount We paid to that third-party provider.

15.5. This indemnification will survive termination of this Contract.

#### **16. Events Outside of Our Control (Force Majeure)**

16.1. We shall not be liable for delay or failure to perform obligations if the delay or failure results from events outside Our reasonable control. These include acts of God, power failure, internet service provider failure, third-party platform failure (including but not limited to social media platforms, cloud services, and content delivery networks), industrial action, war, fire, explosion, terrorism, governmental action, epidemic, pandemic or other natural disasters. We shall be entitled to reasonable extension of obligations. If delay persists for such time as We consider unreasonable, We may terminate without liability.

- 16.2. If delay or failure continues for more than sixty (60) days, either Party may terminate this Contract by giving written notice to the other Party without liability for such termination, except that You remain liable for payment for Services already performed.

## **17. Communication and Contact Details**

- 17.1. We are committed to providing high-quality service. If You would like to discuss how Our service could be improved or if You are dissatisfied, please contact Us on +44 (0)1380 718 170 or by email at [info@moledigital.co.uk](mailto:info@moledigital.co.uk)

## **18. Confidentiality**

- 18.1. This clause applies in the absence of a separate non-disclosure agreement signed by both parties.
- 18.2. Confidential information refers to any data or information relating to Your business which would reasonably be considered proprietary to You, including accounting records, business processes and client records that is not generally known in Your industry and where release could reasonably be expected to cause You harm.
- 18.3. All written and oral information and material disclosed or provided by You to Us under this Contract is Confidential Information, regardless of when or how it was provided.
- 18.4. We shall not disclose Confidential Information to any third party without Your prior written consent, except to Our employees, associates or professional advisers who need to know such information for providing the Services and who are bound by equivalent confidentiality obligations. We shall not use Confidential Information except as necessary to perform Our obligations under this Contract.
- 18.5. Confidential Information shall not include information that is in the public domain, is lawfully received from a third party, was in Our possession prior to disclosure by You, is independently developed by Us, or is required to be disclosed by law.
- 18.6. On conclusion or termination, both parties shall cease to use all copies of confidential information obtained from the other except where law requires retention, in which event it shall be kept strictly confidential.
- 18.7. This clause shall survive termination of the Contract.

## **19. Data Protection**

- 19.1. 'Data Protection Legislation' refers to the UK General Data Protection Regulation, the Data Protection Act 2018 and any secondary legislation in England and Wales relating to processing of personal data and privacy of electronic communications, as amended, replaced or updated from time to time.
- 19.2. All personal information We collect (including Your name, postal address, email address and telephone number) will be collected, used and held according to Data Protection Legislation.
- 19.3. How We collect, use and store personal information is set out in Our privacy policy available to see at <https://moledigital.co.uk/privacy-policy/>.
- 19.4. We reserve the right to mention that You are Our client for promotional activity, case studies or portfolio work. We will not disclose Confidential Information. If You do not wish Us to mention You as a client or use work We have created in Our marketing materials, You must notify Us in Writing.
- 19.5. Where Services involve processing personal data (for example, website user data, social media audiences, email marketing lists or customer databases), You are the data controller and We are the data processor. The following data processing provisions apply.



- 19.6. Subject matter of processing: The subject matter of processing may include personal data relating to Your customers, website users, social media followers, email subscribers or other individuals, as detailed in the Proposal.
- 19.7. Duration of processing: Personal data will be processed for the duration of this Contract and for such period afterwards as necessary to fulfil Our obligations or as required by law. Unless instructed otherwise, We will cease processing and delete or return personal data within thirty (30) days of termination of Services.
- 19.8. Nature and purpose of processing: The nature and purpose of processing is to provide the Services described in the Proposal, which may include digital marketing, website hosting, content management, analytics and related activities. Processing will be conducted electronically and may involve third-party platforms.
- 19.9. Categories of data subjects: Data subjects may include Your customers, prospective customers, website visitors, social media followers, email subscribers, competition entrants or other individuals whose data You provide to Us or who interact with systems We manage on Your behalf.
- 19.10. Types of personal data: Personal data processed may include names, email addresses, postal addresses, telephone numbers, IP addresses, demographic information, behavioural data, engagement metrics, and any other personal information You provide to Us or which is collected through systems We operate on Your behalf.
- 19.11. As data processor, We will:
- 19.11.1. Process personal data only on Your documented instructions as data controller, unless required by law to process for another purpose, in which case We will inform You of that legal requirement before processing (unless prohibited by law from doing so);
  - 19.11.2. Ensure that all persons authorised to process personal data are subject to a duty of confidentiality;
  - 19.11.3. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage;
  - 19.11.4. Not engage a sub-processor without Your prior specific or general written authorisation. By agreeing to website hosting services under this Contract, You provide general authorisation for Us to engage hosting service providers (currently StablePoint) as sub-processors. For any other sub-processors We will inform You of any intended changes and give You opportunity to object. Any sub-processor will be subject to the same data protection obligations as set out in this Contract;
  - 19.11.5. Taking into account the nature of processing, assist You by appropriate technical and organisational measures in fulfilling Your obligation to respond to requests from data subjects exercising their rights under Data Protection Legislation;
  - 19.11.6. Assist You in ensuring compliance with Your obligations under Data Protection Legislation regarding security of processing, data breach notifications, data protection impact assessments, and prior consultation with supervisory authorities;
  - 19.11.7. At Your choice, delete or return all personal data to You after the end of provision of Services, and delete existing copies unless retention is required by law;
  - 19.11.8. Make available to You all information necessary to demonstrate compliance with Our obligations as data processor and allow for and contribute to audits, including inspections, conducted by You or an auditor mandated by You;

- 19.11.9. Notify You without undue delay upon becoming aware of a personal data breach affecting personal data processed under this Contract;
- 19.11.10. Maintain records of all categories of processing activities carried out on Your behalf as required by Data Protection Legislation.
- 19.12. You warrant that You have all necessary consents, lawful bases and fair processing notices in place to enable Us to process personal data as instructed by You under this Contract.
- 19.13. Each Party shall indemnify the other against all losses, claims, damages, liabilities, fines, costs and expenses (including reasonable legal fees) suffered or incurred by the other arising from any breach of this clause or Data Protection Legislation by the indemnifying Party.

## **20. Intellectual Property**

- 20.1. Stock imagery and stock music that We license for Your project may only be used in that specific project. You may not extract, reuse or repurpose such licensed content. The licenses We obtain are specific to the deliverable.
- 20.2. Copyright and intellectual property rights in work created by Us shall remain with Us until all invoices relating to that work have been paid in full.
- 20.3. Upon receipt of payment in full, copyright and intellectual property rights in completed work shall transfer to You, except where work incorporates:
- 20.3.1. Stock imagery, video or music licensed from third parties, in which case You receive only the license for the specific deliverable;
- 20.3.2. Third-party software, plugins or themes subject to separate license terms;
- 20.3.3. Any other materials subject to third-party rights.
- 20.4. Where We have retained associates to contribute to deliverables, We will ensure intellectual property rights are assigned to Us so We can transfer them to You upon payment, or We will ensure You receive appropriate licenses.
- 20.5. We retain ownership of Our working methods, processes, knowledge and techniques developed during provision of Services.

## **21. Notices**

- 21.1. Any notice given under this Contract shall be in Writing and sent by email or by pre-paid first-class post or recorded delivery to the address or email address specified in the Proposal or such other address as may be notified in Writing from time to time.
- 21.2. Notices shall be deemed to have been received:
- 21.2.1. If sent by email, at the time of transmission provided no delivery failure notification is received;
- 21.2.2. If sent by first-class post or recorded delivery, two (2) business days after posting.
- 21.3. For the purposes of this clause, Our contact details are: info@moledigital.co.uk and Unit 2, The Grain Store Manor Farmyard, Coate, Devizes, England, SN10 3LP.

## **22. Other Important Terms**

- 22.1. This Contract represents the entire agreement between the parties regarding the Services. It shall prevail over any conditions in Your documents.
- 22.2. Where You have engaged Us for ongoing services prior to the date of these Terms and Conditions, such services shall continue to be governed by these Terms regardless of when the original agreement or proposal was made. These Terms supersede any previous terms under which ongoing services were originally contracted.

22.3. These Terms shall remain in force until altered in Writing and signed by both parties.

22.4. If any part of this Contract is found void or unenforceable, it shall be severed and the remainder shall remain in full force.

22.5. Failure by Us to enforce any Terms shall not be a waiver or waiver of the right to enforce them on a future occasion.

22.6. You may not assign this Contract or any rights under it without Our prior written consent.

22.7. A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **23. Governing Law and Jurisdiction**

23.1. This Contract shall be governed by and construed under the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.