

Privacy Policy

This policy (together any other documents referred to on it) sets out the basis on which we, Raise The Bar Life Coaching, will process any personal data we collect from you, or which you provide to us, in the course of using our site www.raisethebarlifecoaching.com ("site"). For the purpose of the Data Protection Act 1998 we are the data controller.

YOUR INFORMATION

When you use our site, there are a number of ways in which you provide information and other data to us. By using the site, you consent to us processing and collecting this data, on the terms and for the reasons which are explained below.

HOW YOUR INFORMATION IS USED

We may use your information to:

- Send you our newsletters from time to time.
- Ensure that content from our site is presented in the most effective manner for you and for your computer.
- Provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- Carry out our obligations arising from any contracts entered into between you and us.
- Allow you to participate in interactive features of our service, when you choose to do so.
- Notify you about changes to our service.
- If you do not want us to use your information for marketing purposes, contact us directly by emailing caroline@raisethebarlifecoaching.co.uk

Please note that if you click on, or follow, any links from our site to external websites, our privacy policy will no longer apply. Please check the privacy policies of any such external site before submitting any personal data, as we cannot accept any responsibility or liability in relation to them.

We do not store the credit or debit card details of any of our customers.

DATA STORAGE

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology.

We take your privacy very seriously, and will take all reasonable steps to protect your personal data, but please be aware that any data which you send to our site is sent at your own risk.

The data that we collect from you may be transferred to, processed and/or stored at a destination outside the European Economic Area ("EEA"). By submitting your personal data, you agree to this. We will take all reasonable steps to ensure that your data is treated securely and in accordance with this privacy policy.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any of our group companies (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985) and also to third parties in the following circumstances: –
to any prospective seller or buyer of all (or part of) our business or assets;
if we are required to do so by law, any applicable regulation or to protect the rights, property, or safety of ourselves or others. This may include disclosing to other companies and organizations in connection with fraud protection and credit risk reduction.

ACCESS TO INFORMATION

You have the right under the Data Protection Act to access the information which we hold about you. If you wish to exercise this right, please send your request to caroline@raisethebarlifecoaching.co.uk In order to meet our costs in responding, we will charge you a fee of £10.

TERMS OF WEBSITE USE

This document tells you the terms of use on which you may use our website www.raisethebarlifecoaching.com (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please do not use our site.

ABOUT US

[Http://www.raisethebarlifecoaching.com](http://www.raisethebarlifecoaching.com) is a site operated by Caroline Wellingham ("we" or "us"). Our email address is caroline@raisethebarlifecoaching.co.uk

OUR SITES

We allow access to our sites on a temporary basis and we reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.

You must treat as confidential any user identification code, password or other security feature in relation to our site. If, in our opinion, you aren't complying with these terms of use, we have the right to disable any such code, password or feature at any time.

You must comply with the provisions of our Acceptable Use Policy when using our site.

It is your responsibility that anyone who accesses our site through your internet connection is aware of these terms and complies with them.

VARIATIONS

We may revise these terms of use at any time by amending this page or by provisions or notices published elsewhere on our site.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without a license from us or our licensors. You may not reproduce in any format (including on another website) any part of our site (including content, images, designs, look and feel) without our prior written consent.

If, in our opinion, you are in breach of these provisions, your right to use our site will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

RELIANCE ON INFORMATION AND LINKS

The contents of our site (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

LINKING TO OUR SITE

You may link to our home page only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our Acceptable Use Policy and must be owned by you.

You must not link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

If you wish to make any use of material on our site other than that set out above, please address your request to caroline@raisethebarlifecoaching.co.uk

UPLOADING MATERIAL TO OUR SITE

When you upload material to our site, or make contact with other users of our site, you must comply with our Acceptable Use Policy. If you upload material in breach of our Acceptable Use Policy and we suffer loss as a result, you will reimburse us for such loss.

Any material you upload to our site will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties. If any third party claims that any material posted or uploaded by you to our site violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

VIRUSES, HACKING AND OTHER OFFENSES

You must not misuse our site by knowingly introducing any material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By failing to comply with this provision, you would commit a criminal offense and your right to use our site will cease immediately and we will report your actions to the relevant authorities.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

ACCEPTABLE USE POLICY

This is the acceptable use policy, which, together with our terms of website use, Terms of Use, sets out the terms under which we Raise The Bar Life Coaching allow you to use our site www.raisethebarlifecoaching.com ("site") whether you are a visitor or a registered user. All enquiries should be directed to caroline@raisethebarlifecoaching.co.uk Please read the terms of this policy carefully, as by using our site you indicate that you agree to comply with and be bound by them.

PROHIBITED USES OF OUR SITE

Whether you are a visitor or registered user, you must comply with our terms of website use Terms of Use, and use our site for lawful purposes only. In particular, you must not use our site for the uses listed (without limitation) below:-

- any fraudulent activity;
- any activity which breaches any applicable law or regulation, whether national or international;
- any activity which may cause or result in harm to a child under 18 years of age;
- sending unsolicited advertising or other content (spam), or entering into any arrangement for such material to be sent;
- reproducing, selling or otherwise handling our site or its contents in breach of our terms of website use;
- knowingly introducing to our site, or transmit or attempt to transmit to any other site, computer or network, viruses, trojans, worms, logic bombs or other material, code or program which is malicious or technologically harmful;
- attempting to gain unauthorized access to our site, our software, our server, or any server, computer or database connected to our site; or

- attacking our site via a denial-of-service attack or a distributed denial-of service attack.

CONTRIBUTING AND INTERACTING

Our site may offer users the facilities to upload or contribute content or other material, or to interact with other users. When making use of these facilities, it is your responsibility to ensure that any contribution or interaction is, as far as you are aware, factually correct, represents your honest opinion, and does not breach any applicable law or regulation.

In addition, any contribution or interaction must not include any material which (without limitation):-

- is defamatory, obscene, offensive, hateful or inflammatory;
- is, or refers to material which is, sexually explicit;
- promotes violence, illegal activity or any form of discrimination;
- infringes any other person's copyright, database right or trade mark;
- threatens, harasses, upsets, embarrasses, alarms or annoys any other person, or is likely to do so;
- advocates, promotes or assists any illegal activity;
- is likely to deceive any person or is made in breach of a legal duty owed to a third party (such as a duty of confidence);
- invades another's privacy or cause inconvenience or anxiety to any person;
- is used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
- gives the impression that the material emanates from us, if this is not the case.

MODERATION

If we at any time use our site to provide users with any interactive service, the following moderation provisions will apply:-

- we will notify users if moderation is in place, and, if so, whether the moderation is provided by a person or is automated;

- if moderation is in place, we will give you a means to contact the moderator;
- although we will do our best to assess any risks which such interactive service may pose, we will be under no obligation to moderate it, and we expressly exclude any liability for any loss or damage to any person caused by use of it; and
- children should at all times be supervised when using the interactive services on our site, whether such services are moderated or not.

BREACHES OF THIS POLICY

Any breach of this acceptable use policy will be dealt with in the same way as breach of our terms of website use Terms of Use, and we reserve the right to take any other action we reasonably deem appropriate, including restricting your use of our site and/or taking legal action against you. We are not liable for any loss or damage caused by any breach of this acceptable use policy.

AMENDMENTS

Please check this page regularly, as we may revise this acceptable use policy at any time. We may also change or update our acceptable use policy at any time by means of notices published anywhere on our site.

PURCHASE AND REFUND POLICY

CANCELLATION AND REFUNDS

1.1 Due to your purchase being a coaching package, we do not offer refunds or cancellations. All contracts and purchases are binding.

1.2 Due to your purchase being an infoproduct in a business capacity and downloadable at the time of purchase, we do not offer refunds or cancellations. All purchases are binding.

1.3 Should the program need to be terminated by CCW Consulting LTD for reasons that prevents the program being provided at the intended standard, we will offer participants the choice of enrolling on an alternative date for the program or a refund equal to the value of the outstanding sessions and content that have yet to be provided.

APPLICATION OF TERMS AND CONDITIONS

2.1. These terms and conditions (“Terms”) apply to the Raise The Bar Life Coaching Programme (“Programme”) operated by Caroline Wellingham at Raise The Bar Life Coaching HQ. By registering to be a participant in our Programme, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

2.2. The agreement between us and you, the person or entity registering to be a participant in the Programme (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the Programme and shall continue until terminated in accordance with these Terms.

2.3. If you are purchasing online, the order process will be as follows:

2.3.1. add the Programme to the cart and proceed to the checkout and make payment as directed;

2.3.2. if you are paying by PayPal, you will be re-directed to the PayPal website for you to make payment and then once payment is made, you will be re-directed back to our site;

2.3.3. we will send you an email acknowledging your order and confirming whether we have accepted your order.

2.3.4. If at any stage you have made an error in your order, you may email us at caroline@raisethebarlifecoaching.co.uk to correct any errors.

2.4. If you are purchasing online, you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.

2.5. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website www.raisethebarlifecoaching.com (“site”).

2.6. Any content posted or submitted by you to our site in the course of the Programme is subject at all times to the Acceptable Use Policy.

2.7. Where you are a corporate entity, “you” as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

PROGRAMME

3.1. The Programme will be provided over the course specified on the sales page and shall be delivered by a combination of online sessions, telephone sessions, one on one in person sessions (“In Person Session”), or as a downloadable product as detailed on the site.

3.2. The exact date and time of all telephone sessions and In Person Sessions are as set out on the site but are subject to change. We will provide you with as much notice of any change as is possible but we shall not be liable to you in any way for any change to such dates or times. Please check the site regularly for updates on changes to dates and times.

IN PERSON SESSIONS

3.3. If you need to cancel an In Person Session, you should provide us with as much notice as possible (by emailing caroline@raisethebarlifecoaching.co.uk) and we will endeavour to reschedule the session to a mutually convenient date and time. If you provide us with less than 24 hours' notice or fail to provide us with any notice we may not be able to reschedule the session and shall not be obliged to refund you any amounts paid in relation to such session.

3.4. If you arrive late for an In Person Session, we will try to extend the end time but if this is not possible, the session will end at the scheduled time and we will not be obliged to refund you any amounts paid in relation to such session.

3.5. The In Person Sessions may be held in third party venues such as hotel meeting rooms and you agree to comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). We will require you to leave if you do not comply with such policies and rules (and shall not be obliged to refund you any amounts paid in relation to such session).

3.6. You are responsible for your own belongings that you take to an In Person Session and neither we nor the venue will be liable for any loss, damage, theft or destruction of any of your belongings.

3.7. You agree to indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a venue as part of the Programme.

TELEPHONE SESSIONS

3.8. Group telephone sessions shall start and end at the scheduled times regardless of the time that you join the call. If you are late for an individual telephone call, this may be extended at our discretion but if we need to end at the scheduled time, we shall not be obliged to refund you any amounts in relation to such session.

ONLINE SESSIONS

3.11. The online sessions of the Programme are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.

3.12. You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account.

GOODS

- 4.1. Where we are providing goods or products (such as CDs, DVDs or binders) ("Products") as part of the Programme or otherwise, the following terms and conditions of this paragraph 4 shall apply.
- 4.2. Any photographs of the Products on our site are for illustration purposes only.
- 4.3. The delivery charges for the Products are as set out on our site from time to time.
- 4.4. Your order will be fulfilled by the estimated delivery date set out in our confirmation email or as described on our site, unless there is an event outside of our control. If we are unable to meet the estimated delivery date because of an event outside our control, we will endeavour to contact you with a revised estimated delivery date.
- 4.5. Delivery will be completed when we deliver the Products to the address you gave us when you placed the order and the Products will be your responsibility from the completion of delivery.
- 4.6. If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. Return delivery will be at your expense.
- 4.7. You own the Products once we have received payment in full, including all applicable delivery charges.

PAYMENT

- 5.1. The total price payable for the Programme is as set out in the invoice issued to you.
- 5.2. You may choose to pay by instalments or in one lump sum and the total price payable shall depend upon which option you have chosen and shall be as set out in the summary of key terms.
- 5.3. If you choose to pay in instalments a deposit of the amount set out in the summary of key terms is payable on registration for the Programme. You will then be invoiced for further instalments (as specified on our website) for the amount every 30 days until the total price payable has been paid. Such invoices must be paid within 7 days of the date of the invoice.
- 5.4. Payment is to be made by any method that is detailed on our site from time to time.
- 5.5. Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 3% above the base rate of HSBC from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.
- 5.6. The total price payable as set out in the summary of key terms is exclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary.
- 5.7. You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Programme.

5.8. All payments are non-refundable other than as set out in paragraph 6.5 and 8.2 below.

OUR OBLIGATIONS

6.1. We warrant to you that the Programme and Programme materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.

6.2. Other than as set out in paragraph 6.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.

6.3. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

6.4. We acknowledge that in the course of the Programme we will have access to your confidential information and we agree not to (except in the proper course of our duties) use or disclose to any third party such confidential information. This restriction does not apply to: (a) any use or disclosure authorised by you or required by law; (b) any use or disclosure which we in our absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or (c) any information which is already in, or comes into, the public domain otherwise than through our unauthorised disclosure.

6.5. You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the Programme to you.

INTELLECTUAL PROPERTY

7.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.

7.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials contained in the Programme.

7.3. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Programme for the purposes for which the Programme were provided only.

7.4. Except as set out in paragraph 7.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.

7.5. You may not without our prior written consent make any audio or visual recordings of any part of our Programme.

7.6. We may from time to time record the Programme being delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

7.7. You acknowledge that certain information contained in the Programme and Programme materials is already in the public domain.

7.8. You are not permitted to sell or promote products or services to other participants in the Programme at or during any part of our Programme without our prior written permission.

7.9. The provisions of this paragraph 7 shall survive termination of the Contract.

TERM AND TERMINATION

8.1. The Contract shall continue until the end of the Programme when the Contract shall expire other than for the Terms that are specifically stated to remain in force.

8.2. Notwithstanding the provisions of paragraph 8.1 or 8.2, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

8.2.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

8.2.2. The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

8.2.3. The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.

8.3. On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

8.4. Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

8.5. Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

8.6. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

8.7. This paragraph 8 shall survive termination of the Contract.

8.8. Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 8.7 and all other paragraphs that refer to "termination".

LIABILITY

9.1. Nothing in this paragraph 9 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

9.2. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Programme.

9.3. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Programme.

9.4. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

9.5. We shall not be not liable for additional costs incurred by you as a result of changes in (i) the Programme, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) trainers, instructors or coaches.

9.6. The provisions of this paragraph 9 shall survive termination of the Contract.

9.7. You acknowledge and agree that:

9.7.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Programme (which shall be deemed to have been terminated by mutual consent);

9.7.2. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Programme other than as expressly set out in the Contract.

GENERAL

10.1. By registering for our Programme you warrant that:

10.1.1. You are legally capable of entering into binding contracts; and

10.1.2. You are at least 18 years old; and

10.1.3. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

10.2. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10.3. We may vary these Terms (other than the price payable by you for the Programme) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Programme will be deemed to be your acceptance of any new Terms.

10.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.

10.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10.6. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.

10.7. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

10.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

10.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

10.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.