

LEARN LAB LANGUAGE SCHOOL TERMS AND CONDITIONS

Welcome to Learn Lab Language School. Please review our terms and conditions (**Terms**) before using our platform. If you have any questions in relation to these Terms, please contact us using the contact details set out below.

Our contact details:

Learn Lab Language School Ltd, a company registered in England and Wales. Our company registration number is 15965625 (**we, us or our**).

Phone number: 07342548358

Address: 51 Great Portland Street 2nd Floor, London W1W 7LF, England

Email: nick@learnlab.org.uk

1 Introduction

- 1.1 We provide a platform where qualified language tutors (**Tutors**) and students seeking to learn languages (**Students**) can connect and transact, and where Students can find and book language lessons with Tutors (**Platform**).
- 1.2 These Terms contain the terms and conditions on which we supply the Platform to you.
- 1.3 These Terms are entered into between us and you, together the **Parties** and each a **Party**. In these Terms, **you** or **your** means (as applicable) the person or entity registered with us, as either a Student or a Tutor, or the individual accessing or using the Platform.
- 1.4 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

2 Acceptance and Platform Licence

- 2.1 You accept these Terms by accepting these Terms on the Platform.
- 2.2 You must be at least 18 years old to use the Platform.
- 2.3 We may amend these Terms at any time, by providing written notice to you (including via the Platform). By clicking "I accept", or similar, or continuing to use the Platform. If you do not agree to the amendment and it adversely affects your rights, you may cancel these Terms with effect from the date of the change in these Terms by providing written notice to us within 7 days of us notifying you of the change. If you cancel these Terms, (a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Fees upfront you will be issued a pro-rata refund having regard to the date of termination and the period for which you have paid.
- 2.4 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.5 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy or any other legal rights (including uploading private information or Personal Data without an individual's consent);
 - (b) using the Platform to defame, harass, threaten, menace or offend any person;
 - (c) using the Platform for unlawful purposes;
 - (d) interfering with any user of the Platform;
 - (e) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (f) using the Platform to send unsolicited electronic messages;
 - (g) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; and
 - (h) facilitating or assisting a third party to do any of the above acts.

3 Accounts

- 3.1 You must register on the Platform and create an account (**Account**) to access the Platform's features.
- 3.2 You may only have 1 Account as a Tutor, and 1 Account as a Student on the Platform.
- 3.3 You must provide basic information when registering for an Account including your name and email address and you must choose a username and password. As a Tutor, you must link your Stripe merchant account to your Account before you may start accepting Lesson Requests. The username you choose must not (1) be offensive or in other ways insulting or (2)

contain characteristics which belong to a third party, including names of famous persons, or other names to which you do not own the rights.

- 3.4 You may also register for an Account using your Facebook, Google or other social media network account (**Social Media Account**). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your current profile photo and other basic information.
- 3.5 Once you have registered an Account, your Account information will be used to create a profile which you may then curate.
- 3.6 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer it to others.
- 3.7 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details. You agree to immediately notify us of any unauthorised use of your Account.
- 3.8 If you are a Tutor, we will review your request for an Account before approving the request. We may request additional information, including proof of teaching qualifications and credentials. If you do not provide us with information we reasonably request, we may refuse to create an Account for you. If you provide us with any information which indicates you are not a fit and proper person to be provided with an Account, we may refuse to provide you with an Account, in our sole discretion.
- 3.9 We may make access to and use of certain parts of the Platform subject to conditions or requirements, including identity verification, cancellation history, quality of services and threshold of reviews. You agree to be bound by and to comply with these conditions or requirements.

4 Platform summary

- 4.1 The Platform is a marketplace where Students and Tutors can find each other to facilitate language learning services online. We provide the Platform (including hosting and maintaining the Platform) to users, process payments between Students and Tutors, provide promotional opportunities for Tutors, and facilitate Package purchases and Lesson Requests, and provide video conferencing services (together the **Learn Lab Language School Services**). We will provide the Learn Lab Language School Services in accordance with these Terms and all applicable laws, and we warrant to you that the Learn Lab Language School Services will be provided using reasonable care and skill.
- 4.2 Learn Lab operates as a marketplace platform facilitating connections between independent Tutors and Students. We are not a school or educational institution and are not regulated by Ofsted. Individual Tutors are responsible for determining whether their teaching activities require any regulatory compliance, including Ofsted registration where applicable to their specific circumstances.
- 4.3 You understand and agree that we only make available the Learn Lab Language School Services. We are not party to any agreement entered into between a Student and a Tutor, and we have no control over the conduct of Tutors, Students or any other users of the Platform.
- 4.4 A Tutor wanting to provide services creates an Account on the Platform and posts an accurate and complete description of the services they can provide, including the fees for the services (**Fees**) and their qualifications, experience, and availability (**Tutors Listing**).
- 4.5 A Student wanting to buy services creates an Account on the Platform to view and browse a Tutors Listings.
- 4.6 Students may be eligible to book a discounted trial lesson with a Tutor prior to the purchase of a Package. This offer will be made at our discretion and will be set out in the Student's Account. For the avoidance of doubt, where a discounted trial lesson is offered to a Student by us under a Package, the Tutor will be paid the full Fees for the discounted trial lesson.
- 4.7 Students purchase a package for a number of lessons (**Package**) directly through the Platform. Once a Package is purchased, Students can send lesson booking requests to their chosen Tutor for individual lessons from their purchased package (**Lesson Request**).
- 4.8 Lesson Requests are subject to Tutor approval. Tutors may accept or decline a Lesson Request within 3 hours of a request being made, at their discretion based on their availability and scheduling preferences. Once a Lesson Request has been accepted, it will be a Scheduled Lesson.
- 4.9 By offering services on the Platform and accepting Lesson Requests, the Tutor confirms that it is legally entitled to and capable of supplying the relevant services.

5 Promotional Opportunities and Discount Codes

- 5.1 As a Tutor, you may be eligible for bonuses for successfully referring new Students or Tutors to the Platform. Referrals will be tracked using your unique referral code. Bonuses will be calculated and paid quarterly, with amounts and terms determined by us at our sole discretion. We reserve the right to modify or discontinue referral programmes at any time.
- 5.2 As a Student, we may from time-to-time issue promotional discount codes to you for use on the Platform, including referral discounts when you successfully refer new Students to the Platform. Referral discounts will be applied to your next Package purchase through the Platform when the referred Student completes their first lesson of a Package they purchased using

your referral code. The conditions of use relating to promotional discount codes will be set out on the Platform. We may also from time to time run competitions on the Platform or on social media. These competitions are subject to terms and conditions which will be made available on the Platform at the time of the competition.

6 Communication

- 6.1 We may contact you via the Platform using in-Account notifications, or via off-Platform communication channels, such as text message or email.
- 6.2 Students and Tutors can communicate privately using our private messaging service. Students and Tutors must not use the contact details to organise the provision of the services off the Platform, or otherwise to attempt to circumvent the payment of Service Fees to us.
- 6.3 All lessons conducted through the Platform will be recorded and transcribed for quality assurance, training purposes, and to ensure compliance with these Terms. By using the Platform, you consent to such recording and transcription. These recordings may be reviewed by us at any time and may be used for platform improvement, quality assurance, and artificial intelligence training purposes.
- 6.4 Any attempt to share personal contact details for the purpose of circumventing the Platform, or arrange services outside of the Platform constitutes a material breach of these Terms and may result in immediate termination of your Account.

7 Payments

- 7.1 As a Student, you agree to pay (and your chosen payment method will be charged) the total price displayed on the Platform when purchasing Package.
- 7.2 In consideration for providing the Platform, we will charge the services fees to the Tutors as set out on the Platform (**Service Fee**). Tutors set their own lesson prices. We add the Service Fee to the Tutor's price to create the total Fees displayed to Students.
- 7.3 Upon receipt of the Fees from the Students, our third party payment processor will hold, and will pay the Fees minus our Service Fee to the Tutors on a monthly basis for all Scheduled Lessons within that month.
- 7.4 The payment methods we offer are set out on the Platform. We may offer payment through a third-party provider. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 7.5 You must not pay, or attempt to pay, any amount in connection with these Terms by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.
- 7.6 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us in connection with the Platform.
- 7.7 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

8 Refunds and Cancellation Policy

- 8.1 If you are a Tutor and a Student may have rights to cancel a Scheduled Lesson during the relevant cooling off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you agree to facilitate the cancellation and any refund in accordance with those Regulations.
- 8.2 The cancellation, service variation or refund of any services ordered on this Platform is a matter between the relevant Students and Tutors.
- 8.3 For disputes between Students and Tutors, we encourage Parties to attempt to resolve disputes (including claims for returns or refunds) with the other Party directly and in good faith, either on the Platform or through external communication methods. In the event that a dispute cannot be resolved through these means, the Parties may choose to resolve the dispute in any manner agreed between the Parties or otherwise in accordance with applicable laws.
- 8.4 Lesson packages must be used within 6 months from the date of purchase. Any unused lessons will be forfeited after this period expires, with no refund available. It is the Student's responsibility to schedule and complete all lessons within this timeframe.
- 8.5 This clause will survive the termination or expiry of these Terms.

9 Reviews

- 9.1 Reviews can be viewed by any user and will remain viewable until the relevant Account is removed or terminated.
- 9.2 You agree to provide true, fair and accurate information in your Review. If we consider that the Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban you from posting the Review. We do not

undertake to review each Review. To the maximum extent permitted by law, we are not responsible for the content of any Reviews.

- 9.3 You can write a Review about a Tutor if you have had an experience with that Tutor, which means that (1) you have engaged the Tutor through the Platform; or (2) you can otherwise document your interaction with the Tutor in relation to the Platform, including via correspondence (collectively referred to as a **Student Experience**).
- 9.4 You may not write a review about a Tutor you have previously owned, currently own, or which an immediate family member currently owns, or if you are an executive or employee of that Tutor, or otherwise work for the Tutor. Similarly, you may not write a Review about a direct competitor to the Tutor that you own, are employed by or work for.
- 9.5 Your Student Experience must have occurred in the 12 months prior to you writing a Review.
- 9.6 You may only write about your own Student Experience. You are not permitted to write a Review about somebody else's Student Experience, such as that of a family member or friend.
- 9.7 You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive to write a Review, you should include information about this in your Review. Incentives include being offered a gift, reward, discount or advantage for writing a Review on the Platform.
- 9.8 This clause will survive the termination or expiry of these Terms.

10 Intellectual Property

- 10.1 All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, the Platform itself and any content on the Platform (except User Content)) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 10.2 We authorise you to use Our Intellectual Property solely for the purposes for which it was intended to be used.
- 10.3 You must not, without our prior written consent:
 - (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any Intellectual Property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.
- 10.4 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
 - (a) you do not assert that you are the owner of Our Intellectual Property;
 - (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
 - (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
 - (d) you comply with all other provisions of these Terms.
- 10.5 This clause will survive the termination or expiry of these Terms.

11 Content you upload

- 11.1 You may be permitted to post, upload, publish, submit or transmit relevant information and content including profile information, lesson materials, Reviews, and messages (**User Content**) on the Platform. We may run campaigns via the Platform and via social media that encourage you to post User Content on social media using specific hashtags (#) (**Tag**).
- 11.2 If you make any User Content available on or through the Platform, including on social media using a Tag, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of the Platform and our social media platforms. We agree to only modify User Content to the extent reasonably required by us. You may request that any of your User Content is removed from the Platform or social media by sending us an email. We will endeavour to action any removal requests within a reasonable time. This does not limit any rights you may have under any applicable privacy laws.
- 11.3 You agree that you are solely responsible for all User Content that you make available on or through the Platform, including on social media using a Tag. You represent and warrant that:
 - (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
 - (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform (including on social media) will infringe,

misappropriate or violate a third party's Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

- 11.4 We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.
- 11.5 If you believe that any User Content on the Platform is an infringement of your Intellectual Property rights, please contact us using the contact details set out at the top of these Terms, and we may investigate.
- 11.6 This clause will survive the termination or expiry of these Terms.

12 Warranties

- 12.1 You represent, warrant and agree that:
 - (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
 - (b) there are no legal restrictions preventing you from entering into these Terms;
 - (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
 - (d) where you are a Tutor:
 - i. you are responsible for complying with all laws, rules and regulations which apply to you or your Tutor Listings;
 - ii. you are appropriately qualified, and have any required skills, knowledge or training, to provide the services;
 - iii. you will provide evidence of your qualifications and credentials upon our request;
 - iv. you will not attempt to take Students offline or arrange services outside of the Platform;
 - v. you will comply with any Ofsted or other educational regulatory requirements to the extent they are applicable to your provision of the services;
 - vi. you will immediately report to us any concerns about a Student's age if you suspect they may be under 18 years old;
 - vii. lesson planning and preparation is included as part of your service and no additional compensation is required for such preparation work; and
 - viii. you will participate in any mandatory professional development sessions we may require.

13 Data Protection

- 13.1 We understand that protecting your Personal Data is important. We set out how we handle your Personal Data in our Privacy Policy, available on our website.
- 13.2 We process Students' Personal Data, and Tutors process Students' Personal Data (for example, the Student's name and email address), as separate and independent controllers. This means that we and Tutors are responsible for the Personal Data of Students we each process.
- 13.3 Where you are a Tutor, you agree to:
 - (a) comply with all obligations under the Data Protection Act 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation), and all other data protection laws applicable to the processing of Students Personal Data;
 - (b) only process Students' Personal Data that you receive through the Platform exclusively for the purpose(s) for which you received the Personal Data under and/or in connection with these Terms;
 - (c) ensure you have a lawful basis under all applicable data protection laws for the collection and processing of any Personal Data you collect from Students, including obtaining any necessary consents where required;
 - (d) delete all Students Personal Data you receive in connection with the Platform and/or these Terms immediately after the respective purpose(s) has/have been fulfilled, except to the extent you are legally required to retain the Personal Data.
- 13.4 Despite anything to the contrary, to the maximum extent permitted by law, you (as a Tutor) are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with your breach of this clause 13 or any applicable data protection laws.

14 Limitations on liability

- 14.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:
 - (a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 14.2 This clause 14.2 applies if you are a 'consumer' as defined in the Consumer Rights Act 2015 and to the extent that the Platform is considered digital content. If the Platform is defective and it damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.3 To the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- (a) any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services; and
 - (b) any aspect of the Students and Tutors interaction including the services offered by the Tutors, the description of the services requested or offered, any advice provided, the performance of services;
- 14.4 Subject to clause 14.2 (damage caused by defective digital content) and clause 14.1 (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:
- (a) you agree to indemnify us for any Liability we incur due to (i) any claim (including from any tax authority) for any VAT for which you are responsible that you did not correctly declare or remit to the relevant tax authority, (ii) your breach of the Acceptance and Platform Licence clause (clause 2), and (iii) your breach of the Intellectual Property clause (clause 10) of these Terms;
 - (b) where you are a Tutor as defined in the Consumer Rights Act 2015, we will not be liable for any Consequential Loss;
 - (c) where you are a Student as defined in the Consumer Rights Act 2015, we will have no liability to you for any loss of profit, loss of business, loss of data, business interruption, or loss of business opportunity;
 - (d) a Party's liability for any liability under this Agreement will be reduced proportionately to the extent the relevant liability was caused or contributed to by the negligent or unlawful acts or omissions of, or breach of this Agreement, by the other Party; and
 - (e) our aggregate liability for any and all Liability arising from or in connection with these Terms will be limited to 100% of the Fees (or if none are payable, £200).
- 14.5 We have given commitments as to the compliance of the Platform with these Terms and applicable Laws in clause 4.4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.
- 14.6 This clause 14 will survive the termination or expiry of these Terms.

15 Termination

- 15.1 As a Student or Tutor, you may cancel your Account at any time, using the 'cancel Account' functionality (or similar) in the Account page section of your Account settings. Where you are a Student with unused lessons in a purchased Package, you may continue to schedule and attend those Scheduled Lessons until the Package expires or is fully used. Where you are a Tutor with Students who have Scheduled Lessons outstanding, you must continue to provide the agreed lessons until the Scheduled Lessons are completed. Account cancellation will take full effect once all existing lesson commitments are fulfilled.
- 15.2 We may terminate these Terms at our discretion, effective immediately, including if we no longer intend to operate the Platform (**Termination for Convenience**).
- 15.3 These Terms may be terminated upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is bankrupt, goes into liquidation, administration, or receivership, or otherwise suffers a similar insolvency event in any jurisdiction in the world.
- 15.4 As a Tutor, if you repeatedly receive Reviews below 3 stars, then this will be considered a breach of a material term for the purpose of the above clause.
- 15.5 Should we suspect that you are in breach of these Terms, we may suspend your Account while we investigate the suspected breach, or we may cancel your Account (acting reasonably).
- 15.6 Upon expiry or termination of these Terms:
- (a) we will remove your access to the Platform;

- (b) we will immediately cease providing the Learn Lab Language School Services;
 - (c) where you are a Student, you will lose access to messaging, downloading materials, and scheduling new Lessons. Any unused lessons from purchased packages will be forfeited unless termination is due to our Termination for Convenience;
 - (d) where you are a Tutor, we will cancel any existing Scheduled Lessons and refund the relevant Students in accordance with clause 8 or allow Students to reschedule the Scheduled Lessons with another Tutor; and
 - (e) where we terminate the Terms as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.
- 15.7 Where termination is due to our breach of these Terms or due to our Termination for Convenience, we agree to refund you for any prepaid unused Fees, Service Fees or Fees on a pro-rata basis.
- 15.8 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 15.9 This clause will survive the termination or expiry of these Terms.

16 General

- 16.1 **Assignment:** Subject to the below clause 16.2, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 16.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 16.3 **Confidentiality:** Other than where the disclosure is permitted by law, each Party agrees not to disclose any confidential information it may access on or through the Platform to a third party, or otherwise misuse such confidential information. Confidential information may include confidential information supplied to you by us, by a Student, or by a Tutor.
- 16.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 16.5 **Disputes:** For business-to-business transactions, a Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask The Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- For business-to-consumer transactions, alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/>. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.
- 16.6 **Entire Terms:** Subject to your consumer law rights (if applicable), these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 16.7 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations, and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 16.8 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 16.9 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 16.10 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

- 16.11 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 16.12 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 16.13 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

17 Definitions

- 17.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us any fees under these Terms will not constitute "Consequential Loss" for the purposes of this definition.
- 17.2 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.
- 17.3 **Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 17.4 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.
- 17.5 **Personal Data** has the meaning given in the Data Protection Act 2018.

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