



Interpretation

i.

The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

- Company:** East Anglian Specialist Tuition (EAS Tuition)
- Contract:** The Customer(s)'s Registration Form, signed Student Contract and fully paid fee.
- Course:** The Tuition Support Programme or block of sessions/materials to be provided by the Company as part of the Services.
- Customer(s):** The person purchasing the Services from the Company under the Contract. For clarification under certain conditions, the Customer(s) will be referred to further as (Parent/Guardian).
- Service(s):** the Course; monthly Tuition Membership; Holiday Programme; Adult Spanish Bundles; Adult Classes; Essay Feedback Video to be provided by the Company under the Contract, together with any other services which the Company provides, or agrees to provide.

Student: the individual referred to in the Registration Form and Student Contract as participating in the Course or Tuition

Partnership

Agreement: An agreement accepted by the Customer(s) and the Student by completing the Registration Form, signing the Student Contract, booking and participating in an online Course or Tuition/Coaching session or Essay Service or Tutorial Package

Tuition/Coaching Session: the one-to-one online teaching via Skype booked as single sessions

Tutor: the Company's Course/Session Tutor.

ii.

Headings in these Conditions will not affect their interpretation.

iii.

Words in the singular include the plural (and vice versa), and a reference to one gender includes a reference to the other genders.

iv.

Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done. Any obligation in the Contract on the Customer(s) will include, without limitation and where relevant, an obligation on the Customer(s) to ensure that the Student also complies with that obligation.



Terms and Conditions

PRIVATE TUITION / COURSES & ADULT EDUCATION

Cancellation of Courses, Services and Private Tuition Programmes, Bundles or Sessions

1.1

Once a Service (Course; monthly Tuition Membership; Holiday Programme; Adult Education Bundle; Essay Feedback Video) has been booked and paid for, and/or the Student is part of a Study Buddy group, under the Consumer Contracts Regulations, the Customer(s)(or Parent(s)/Guardian(s)) will have the right to cancel the booking within 14 days by notifying the company in writing. If confirmation of the cancellation is received and acknowledged within 14 days, a full refund will be given within five working days of receipt.

If the Customer(s) and Student(s) who cancels is part of a Study Buddy group, the remaining group members will be required to make up the shortfall, either by finding a replacement for the group or by paying a surcharge to cover the loss equal to the applicable monthly fee for the number of students remaining in the group.

1.2

If part of the Service commences within 14 days of payment, the Customer(s) will still have the right to cancel the remaining part of the Service, but must pay for the value of the Service that is provided up to the point of cancellation. The value of the Service already provided will be deducted from the refund accordingly, and Study Buddy participants will be required to make up the shortfall as in Condition 1.1.

1.3

If the Service is provided in full within 14 days of payment, and therefore during the cancellation period, the right to cancel will be lost and no refund will be given.

1.4

After 14 days have elapsed from the day of payment, and a Service (monthly membership; holiday Programme; Adult Tuition Bundle; Adult Class; Essay Feedback Video, or Revision Course) has been paid for, the Customer(s) (Parent(s)/Guardian(s)) does not have the right to cancel or the right to a refund and will not have the right to re-claim the session time. This condition will apply even if the Student(s) is unable to take up the course or sessions or Service, either in part or full, as a result of injury, illness or otherwise.

As a gesture of good will, however, the Company will email work or suggestions to bridge the gap between sessions.

1.5

Whilst every endeavour is made to ensure all tuition sessions and classes will run, the Company reserves the right to alter the timing of a session or cancel a session with the Customer(s) at any time. Where cancellation occurs, the Company will offer another session (either for individuals, or for small groups within the Study Buddy Scheme), or class as substitution to meet the number of sessions or classes paid for by the Customer(s). The Customer(s) is under no obligation to accept the alternative.

If another private tuition session cannot be found at a mutually convenient time, the Company will make up the cancelled session by dividing the appropriate minutes amongst remaining tuition sessions and adding on the missed time. In the case of Classes booked as part of a Course, and where the Customer(s) cannot make the alternative class offered, the Company will ensure the student has any work missed and will offer a one-to-one 30 minute catch-up session at a mutually convenient time.

1.6

Where the Customer(s) has to cancel and re-schedule a Private Tuition session due to injury, illness or otherwise, the Customer(s) is required to notify the Company with **no less than 48 hours' notice** before the arranged session time. Where the Customer(s) fails to notify the Company of cancellation before the 48 hour period has elapsed, the session will count as used, the Company is under no obligation to email work to the Student to bridge the gap between sessions.

1.7

For the avoidance of any doubt, students participating in group tuition sessions under the Study Buddy Scheme take up the session as one group, and, as such, for cancellation purposes are counted by the Company as a single Student.

In the case of small group tuition under the Study Buddy Scheme, where a Customer(s) within the group is unable to attend a Tuition session due to injury, illness or otherwise, and wishes to reschedule the whole group's session, the Customer(s) is first required to liaise with all group members to establish whether an alternative time is suitable, and then notify the Company of the need to reschedule with **no less than 48 hours' notice** before the originally arranged session time.

The Company will endeavour to find an alternative session at a convenient time in the same week. Where a mutually convenient time cannot be found, the Company will aim to make up the time of the session by dividing the appropriate minutes amongst tuition sessions until the time is made up.

Where said Customer(s) fails to notify the Company of their need to cancel and reschedule the group session before the 48 hour period has elapsed, the session will continue for the remaining group members as scheduled and the session will count as used for the Customer(s) and Student unable to attend. Under such circumstances, the Company is under no obligation to email work to the Student to bridge the gap between sessions, however, the Customer(s) may request, by email, a copy of the work covered in the group session and the Company will make every endeavour to provide the information.

1.8

In the case of classes as part of a course, where the Customer(s) is unable to attend a class, due to injury, illness or otherwise, there is no right to refund or substitution, and the Company is under no obligation to make up the time missed. The Customer(s) may request, by email, a copy of the work covered in the class and the Company will make every endeavour to provide the information.

1.9

The Customer(s) has the right to change the time of **one scheduled private tuition session a month** (individual or Study Buddy group) **with as much notice as possible**. There is no right to refund for such Customer(s) choices. If less than 48 hours' notice is given, Condition 1.6 will apply. Every endeavour will be made by the Company to find a mutually convenient alternative session. Where a mutually convenient time cannot be found, the Company will aim to make up the time of the session by dividing the appropriate minutes amongst tuition sessions until the time is made up.

If more than one session is changed in a month, such change **beyond one** will count as a late cancellation, as in Condition 1.6, and no substitution or refund will be applicable.

Where the Customer(s) has paid for Services upfront, the condition 1.1, 1.2, 1.3, 1.4 will still apply and monies paid will be calculated accordingly.

Fees and Payment

2.1

In consideration of the provision of Services detailed on the website, once an Agreement has been entered, all monthly memberships (individual or Study Buddy groups) should be paid a month in advance by BACS transfer to the EAS Tuition account. Where students are in the Study Buddy Scheme, each Customer(s) will pay their monthly share by BACS transfer according to the discounts set out on the website.

All other Services (Holiday Programme; Adult Tuition Bundle; Adult Class; Essay Feedback Video, or Revision Course) should be paid in advance in one sum by BACS. No discount can be made for alternative Customer(s) choices and there are no changes to conditions 1.1-1.9.

2.2

The Company may, without prejudice to any other rights it may have, set off any liability of the Customer(s) to the Company against any liability of the Company to the Customer(s).

2.3

In consideration of the provision of the Services, the Customer(s) will pay the fees, either by cash or BACS (electronic bank transfer). For monthly memberships, the Company accepts advanced payments to reserve the weekly slot in consecutive months. No discount can be made for different Customer(s) choices and there are no changes to conditions 1.1-1.9.

For all Services, payments must be made in Pounds Sterling prior to the commencement of the Course or Service. The Company only accepts payment for the entire course or Service; no payment for single sessions can be accepted. No discount can be made for such Customer(s) choices and there are no changes to conditions 1.1-1.9.

BACS payments: Barclays Bank

Account Name: EAS Tuition

Sort code: 20-98-07

Acc Number: 5324 5470

2.4

The Company may, without prejudice to any other rights it may have, set off any liability of the Customer(s) to the Company against any liability of the Company to the Customer(s).

The Student's property

3.1

The Company recommends that the Student does not bring valuables to the session or Course. It is the Student's sole responsibility to take care of all of their personal possessions, property and valuables. The Company will not be responsible for and/or liable to the Customer(s) and/or the Student for any personal possessions, property or valuables of the Customer(s) and/or the Student.

The Company's property

4.1

All materials, equipment and papers, supplied by or on behalf of the Company to the Customer(s) and/or to the Student will, at all times, unless the Company confirms otherwise, be, and remain, the exclusive property of the Company, but will be kept safely by the Customer(s) and/or Student until returned to the Company, and will not be disposed of nor used other than in accordance with the Company's instructions or authorisation.

4.2

Where the Student is a minor, parents or guardians hold full liability for any damage to Company or Venue property caused by malice or neglect of the Student. Where the Student is an Adult, they hold full liability for any damage to Company or Venue property caused by malice or neglect.

Private tuition / Classes and Courses content and execution

5.1

Unless the Company has agreed in advance in writing, only the Student referred to in the individual Registration Form and Student Contract will be permitted to attend the session, and the right to attend may not be transferred or assigned to any other person.

5.2

All tuition under a Monthly Membership must be completed within a four-week Tuition Period of four consecutive sessions. **If the Customer requires a session to fall outside of such period, a request must be made in writing with 14 days' notice.** Every endeavour will be made by the Company to find a mutually convenient alternative session.

Where a mutually convenient time cannot be found, the Company will aim to make up the time of the session by dividing the appropriate minutes amongst the remaining tuition sessions until the time is made up.

5.3

The first tuition session of all monthly memberships (individual or Study Buddy) will last 15 minutes less than the usual session time; the session will be used to explain the Student Contract and assess the Student's/s' prior knowledge, abilities and learning styles, so that the tutor can align content and tasks to individual needs. Following the session, the Tutor will establish the Student's/s' requirements and devise a plan to move forwards. There is no alteration in rate for this session.

5.4

From the commencement of the Easter holidays until the end of May, there will be no private tuition slots available for students in Years 7 – 10 unless the student is taking a national exam. Priority during this time is given to students taking GCSE / AS / A-Level exams.

5.5

Where a Customer requests a tuition slot for either Monthly Memberships, Holiday Programmes, or Adult Tuition Bundles, and no slots are available, a place will be offered on the waiting list. As soon as a tuition slot becomes available, the Customer will be notified. The Customer is under no obligation to accept the available slot, however, once the slot has been declined, it will become openly available and the Customer will not have the right to re-claim the declined slot.

5.6

Where a Customer signs up for Month's Membership and is allocated a tuition slot for four consecutive sessions, the Student will only have the right to occupy that tuition slot for the duration of the Membership. If the same slot is required in the following month, **14 days' notice to renew is required**. If request for renewal is not received within 14 days of the end of the Tuition Period, the Company reserves the right to count the slot as 'available' and offer it to either a new Customer or a Customer on the waiting list.

5.7

For the avoidance of any doubt, where sessions and classes comprise of more than one student, the attendance at the group session by the Student will constitute acceptance of and agreement to the group provision. Whilst the Tutor will devote a reasonable amount of time to each student in the group, given the nature of teaching and the fact that different students are likely to have different levels of knowledge and academic needs, the Company will not be responsible for, nor liable to, the Customer(s) and/or the Student, where the Tutor is unable to devote an equal amount of time to each student.

5.8

For the avoidance of any doubt, within Monthly Memberships and Holiday Programmes (individual or Study Buddy), the extent of unlimited email support will be gauged at the Student and Company's discretion. The Company reserves the right to inform the Student and Customer(s) in writing if the Service is in any way being exploited or over-used, and reasonable limits will be mutually negotiated.

5.9

All emails sent to the Student will be copied to the Customer(s) at the email addresses provided on the Application Form. The Customer(s) is responsible for ensuring the Company has the correct contact information. The Company takes no responsibility for incorrect or false contact details.

5.10

All Tutors are contracted to provide email support to Students. However, no Tutor other than the Director, Sarah-Jane Page, should enter into communication with Parents or Guardians outside of such Student support.

Any communication or queries regarding tuition, or matters relating to tuition, should be sent by email to sarahjane@eastuition.co.uk.

5.11

English Essay Evaluation questions or Maths' Task Evaluation questions will be set in the third session of the Tuition Period, and a deadline will be given. If the Student fails to meet the deadline without a minimum of 48 hours' notice, the Company has the right to waiver any obligation, and the Evaluation of that particular month will be discounted.

Where the Student is unable to meet the Essay / Task Evaluation deadline, notice of at least 48 hours must be given to the Company. The decision to extend the deadline is at the Company's discretion. There is no obligation for the Company to offer an extension.

5.12

In such cases as the Student(s) is not approaching the sessions in the manner that will ensure progress and commitment, the Company reserves the right to inform the Parent(s)/Guardian(s) by email or phone. Where the Student repeatedly contravenes the Terms herein, or those of the Student Contract, the Company reserves the right to terminate tuition and/or refuse further tuition according to Condition 8.4.

Provision of Services

6.1

The Company will use reasonable endeavours to provide the Services.

6.2

The Company does not take responsibility for absence of students due to unreliable transport or poor weather. During the session or Course, the tutor will keep informed of current weather conditions, the forecast and have an understanding of associated risks. Whilst it is the individual student's prerogative to leave a session earlier than the stipulated finish time, ultimately EAS Tuition will decide on the appropriate course of action.

6.3

Any issue or query that the Customer(s) and/or the Student has about a session at any stage during that session, should be raised with the Tutor at the earliest possible opportunity in order to give an opportunity to resolve the issue or query. No action can be taken in respect of any matter that is not notified at such time. The Company will not be liable or responsible for any such matter raised after the session.

6.4

Without limitation, given the nature of the Services and the numerous factors and variables involved, including without limitation the Student's level of ability when attending the session, for the avoidance of any doubt, the Company gives no guarantee, assurance or undertaking and makes no representation or otherwise, that following the provision of the Services, the Student will have any particular level of knowledge, or achieve any particular grade in, any examination or test, or attain any particular level of achievement, or otherwise.

Medical conditions, disabilities, allergies, catering arrangements, outside food brought in and Venue health and safety

7.1

Medical conditions and disabilities

The Customer(s) must disclose in the Registration Form (in sufficient detail for the Company to be able to reasonably understand the nature and extent of the same) details of any medical condition or disability relevant to the Student and/or any medication being taken by the Student, and in particular any medical condition or disability which will or may affect the Student, and/or medication being taken by the Student, while attending the session.

The Company will not be responsible for, and/or liable to, the Customer(s) and/or the Student, in respect of any such matter which has not been properly disclosed to the Company.

The Company's staff does not have specific medical training and the Company does not provide a medical service or medical facilities the Venue. Details of a Student's disability must be drawn to the Company's attention at the time of booking and the Company will confirm whether the facilities are such to accept and/or accommodate the Student. The Company cannot administer, dispense or store any medication at any time at the Venue, and/or assist the Student with any of the foregoing.

Any such matters must be discussed with the Company at the time that the booking is made when the Company will confirm what special arrangements, if any, it is able to make, to try and accommodate the relevant matter, without being obliged to make any such special arrangements. The Company will make no special arrangements unless it confirms in writing that it will do so.

7.2

Allergies

The Customer(s) must disclose in the Registration Form (in sufficient detail for the Company to be able to reasonably understand the nature and extent of the same) details of any allergies and/or reactions suffered by the Student, including, without limitation, severe food allergies and/or reactions, and in particular any allergies and/or reactions which will or may affect the Student's attendance to the session and/or at the Venue. The Company will not be responsible for, and/or liable to, the Customer(s) and/or the Student, in respect of any such matter which has not been properly disclosed to the Company.

Any such matters must be discussed with the Company at the time of booking when the Company will confirm what special arrangements, if any, it is able to make, to try and accommodate the relevant matter, without being obliged to make any such arrangements. The Company will make no special arrangements unless it confirms in writing that it will do so.

7.3

Catering Arrangements

Where drinks and snacks are provided as part of the Services, they will normally comprise of a variety of hot or cold drink options and a choice of fruit / biscuits / chocolate bars.

However, unless otherwise agreed in writing, the Company gives no guarantee, assurance, undertaking or otherwise, that any particular food/drink, and/or selection of food / drink, will be provided; and/or that any food / drink provided at the Venue will or will not contain any particular substance or ingredient, including nuts or nut trace.

7.4

Other food or substances

Given the nature of the Services, and the fact that a number of students may attend sessions, it is not possible for the Company to exercise complete control and supervision of such students all of the time or control and supervise food and drink brought by students into the Venue. The Company will not be responsible for and/or liable to the Customer(s) and/or the Student in respect of any substance, food, drink, ingredient, or otherwise, eaten or ingested by, and/or offered to, the Student while at the session and/or at the Venue, whether as a result of an allergic reaction in the Student, or otherwise.

7.5

Health and Safety

At the Venue, Students will be made aware of Health and Safety issues and will receive instruction on procedures in case of Fire and Emergency.

Customer(s) obligations

8.1

The Customer(s) irrevocably acknowledges that given the nature of the Services, whilst attending a session and/or whilst at the Venue, the Student will be under the supervision and instruction of the Tutor. As such, the Customer(s) will ensure that the Student understands the terms set out in the Student Contract.

The Customer(s) will also ensure that the Student will, at all times, promptly co-operate with the Company and the Tutor in all matters relating to the Services, including their commitment to, and investment in, their progress and performance; and promptly follow the instructions of the Tutor, including without limitation, requests purporting to conduct, approach to sessions and work between, behaviour and punctuality.

8.2

Without limitation to condition 8.1 above, the Customer(s) will ensure that the Student will at all times:

- (a) be punctual, including without limitation, attending all sessions on time; where a student is late beyond 5 minutes, the session will end at the originally set time, regardless of circumstance.
- (b) where there is more than one student in a session, Students will switch off and refrain from using during any session, a mobile phone, listening device, electronic game, or any other or similar device, and/or any device that causes, or in the Tutor's opinion is likely to cause, disturbance to any other person;
- (c) refrain from using bad language and/or engaging in disruptive or abusive behaviour, and/or any behaviour which in the Tutor's opinion is likely to cause irritation or offence to, or to disturb, the Tutor or any other person at the Venue, or which in the Tutor's opinion is unacceptable, or otherwise contrary to, or incompatible with, learning, discipline, or good order;
- (d) refrain from breaking or taking any item or thing from the Venue whether belonging to the Venue, the Company or any other person;
- (e) refrain from bringing alcohol, drugs or cigarettes into the Venue or smoking in the Venue.
- (f) refrain from bringing food into any session unless previously agreed;

8.4

Conditions 8.1 and 8.2 above will be strictly enforced. The Tutor's decision as to what constitutes unacceptable behaviour, and/or as to whether or not there has been a breach of conditions 8.1 and/or 8.2 above, will be final and not subject to discussion or further review.

If the Tutor deems the Student's approach to be repeatedly inappropriate or detrimental in terms of progress, the Company reserves the right to inform the Parent/Guardian and request improvement in the Student's effort or approach. If the Student fails to make improvements following such notification, the Company reserves the right to refuse tuition to the Student once the paid month's Services are honoured and completed. Where the Student forms part of a Study Buddy Group, Condition 1.1 will apply for group numbers and applicable fees regarding the group's future tuition.

In the case of a Course, Class or Session, if the Tutor deems the Student's approach or behaviour irrevocably unacceptable, where applicable, a Parent/Guardian will be contacted and arrangements made for the Student to be withdrawn and collected from the session, which will continue for any remaining Students. Under such circumstances, refunds or credit notes will not be issued.

8.5

The Company will not be responsible for, or liable to the Customer(s) and/or the Student in respect of the behaviour, conduct, act or omission of any other Student on the Course and/or by any person at the Venue.

8.6

If the Company's performance of its obligations under the Terms is prevented or delayed by any act or omission of the Customer(s) and/or the Student, the Company will not be liable for any costs, charges or losses sustained or incurred by the Customer(s) arising directly or indirectly from such prevention or delay.

8.7

The Customer(s) will be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer(s)'s and/or Student's negligence, failure to perform or delay in the performance of any of its obligations under the Contract, including without limitation any breach of conditions 8.1 or 8.2, subject to the Company confirming such costs, charges and losses to the Customer(s) in writing.

8.8

Without limitation to condition 8.6, the Customer(s) will be liable to pay to the Company, on demand, all reasonable costs sustained or incurred by the Company arising directly or indirectly from the Student's breaking or taking any item from the Venue, subject to the Company confirming such costs to the Customer(s) in writing.

Limitation of liability

9.1

This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer(s) in respect of:

- (a) any breach of the Terms and Conditions;
- (b) any use made by the Customer(s) and/or the Student of the Services, or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Terms.

9.2

All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Terms and Conditions, provided that nothing in the Terms and Conditions will affect, or is intended to affect, the Customer(s)'s statutory rights.

9.3

Nothing in these Terms and Conditions limits or excludes the liability of the Company:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer(s) as a result of fraud or fraudulent misrepresentation by the Company; or
- (c) for any liability incurred by the Customer(s) as a result of any breach by the Company of any term implied by law which it is not permissible to exclude.

9.4

Subject to condition 9.2 and condition 9.3:

- (a) the Company will not be liable for:
 - (i) loss of profits; or
 - (ii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Company's 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 agreement will be limited to the fees paid for the Services.

Force majeure

10.1

The Company will have no liability to the Customer(s) under the signed Declaration of the agreement of Terms and Conditions if it is prevented from, or delayed in performing, its obligations under the Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation):

strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Company's employees, agents or subcontractors.

Variation

11.1

The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

11.2

Save as otherwise provided, no variation of these Terms and Conditions or of any of the documents referred to in them will be valid unless in writing and signed by or on behalf of each of the parties.

Entire agreement

12.1

The signed Declaration / Registration Form constitutes the entire agreement between the parties, and supersedes all previous agreements between the parties relating to its subject matter.

12.2

The Customer(s) acknowledges that, in signing the Declaration and therefore agreeing with the Terms and Conditions, they have not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Terms.

12.3 Nothing in this condition will limit or exclude any liability for fraud.

Assignment

13.1

The Customer(s) will not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of their rights or obligations under the Terms and Conditions and signed Declaration agreeing the Terms and Conditions.

13.2

The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Terms and Acceptance and may subcontract or delegate in any manner any or all of its obligations under the Terms and Conditions and signed Declaration to any third party or agent.

Rights of third parties

14.1

A person who is not a party to the signed Declaration and agreement of Terms and Conditions will not have any rights under or in connection with it.

Notices

15.1

Any notice required to be given under the Terms will be in writing either by email or post to the other party, or as otherwise specified by the relevant party by notice in writing to the other party.

15.2

Any notice will be deemed to have been duly received, in the case of a notice sent within the UK, on the second Working Day after posting, or, in the case of a notice sent from one country to another, on the fifth Working Day after posting (where the recipient is not in the UK, a Working Day being a day generally classified as a working day in that country).

Governing law and jurisdiction

16.1

The Terms and signed Declaration, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by, and construed in accordance with, the law of England and Wales.

16.2

The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Terms or its subject matter.