

**Introduction**

The terms and conditions (including the definitions) set out below, as amended from time to time, apply to the Contract. Please note that these terms and conditions and any additional terms (in any case whether provided separately or, those conditions also contained in these terms and conditions) shall be read together and together shall be referred to as the "Conditions".

**TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS FOR THE ORDER**

**Important notice**

While we believe that the national standing we enjoy as a franchisee owner of Recognition Express Limited is built upon a reputation for providing a service to the highest competitive standards, even the best of enterprises must take account of the possibility however remote of error, omission or other defect. It is for this reason that our attention to the following standard conditions (and in particular conditions: 9.5, 10, 11, 12, 13 & 14) which contain provisions defining and limiting our liability in respect of any potential default.

**Interpretation**

1.1 In these Conditions: the "Franchise Owner" means the person or legal entity specified on the front of these Conditions being an independently owned business operating under a licence from Recognition Express Limited; the "Contract" means the contract between the Franchise Owner and the Customer for the purchase of the Products in accordance with these Conditions;

the "Customer" means the person, firm, company or organisation who orders the Products pursuant to these Conditions; the "Customer's Materials" means all materials delivered to the Franchise Owner by or on behalf of the Customer; the "Intellectual Property Rights" means any copyright, design right, registered design, trade mark, patent or other right of confidentiality or any other similar right whether arising in the United Kingdom or elsewhere in the world;

the "Order" means the Customer's order for the Products; the "Design" means the physical material originated during the course of the design work by the Franchise Owner (including without limitation: artwork, photographic negatives, transparencies and printing plates, together with all other intermediate material including film work, stereotypes, proof sheets and other material); the "Products" means the products (including any part delivery of an Order or any parts for them) which the Franchise Owner supplies in accordance with the Conditions;

the "Proof" means a visual of the Products prepared by the Franchise Owner and submitted to the Customer for approval prior to manufacturing; the "Quotation" means the quotation annexed to these Conditions.

**1.2 Construction**

In these Conditions the following rules apply: (a) a person includes a natural person, corporate or incorporate body (whether or not having separate legal personality); (b) a reference to a party includes its personal representatives, successors or permitted assigns; (c) a reference to any statute or statutory provision is a reference to such statute or provision as amended or re-enacted; and (d) a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

**2. Basis of Contract**

2.1 The Franchise Owner and the Customer shall be subject to these Conditions which shall govern their relationship to the exclusion of any other terms and conditions contained or referred to in the Customer's Order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded.

2.2 The Franchise Owner shall provide the Customer with a Quotation. By accepting the Quotation and by placing an Order, the Customer agrees to the Conditions, at which point the Contract shall come into existence.

**3. Orders and specifications**

3.1 No order documentation submitted by the Customer shall be deemed to be acceptable by the Franchise Owner unless and until it is confirmed in writing. An instruction given verbally to produce artwork, design, Products or to source materials shall constitute an Order. Where the Franchise Owner has received correctly split, legible, typewritten instructions by the Customer, the Franchise Owner in the Order or the Franchise Owner shall issue the Order at the Franchise Owner's expense. No responsibility is accepted for errors if the Order was taken verbally, whether in person or by telephone or if the Order submitted in handwriting or by fax. The Franchise Owner shall not be liable for any error of omission or punctuation unless specifically requested by the Customer. The Customer must make sure that any Order placed with the Franchise Owner correctly states the Customer's requirements including, without limitation, the quantity of Products ordered and that the Customer gives the Franchise Owner any necessary information relating to the Products (such as any specification) under a sufficient time to enable the Franchise Owner to meet the Order. The Customer shall endeavour to fulfil all Orders which are submitted for approval, to ensure this the Franchise Owner requires that the Customer approves submitted artwork in writing. The Franchise Owner will not be liable if the Products do not meet the Customer's requirements because the Customer fails to do this. Decorated Products cannot be exchanged unless faulty. It is the Customer's responsibility to ensure the Product is fit for the purpose the Customer intends. Clothing sizes vary by design, style and manufacturer. Once decorated clothing cannot be exchanged unless faulty.

3.6 If the Products are to be manufactured or any process or markings are to be applied to the Products by the Franchise Owner in accordance with the Order, the Franchise Owner, the Customer, the Customer grant to us a licence in respect of any material in which you or a third party hold rights to apply such material in accordance with the Order. The Customer indemnifies the Franchise Owner against all loss, damages, costs and expenses awarded against or incurred by the Franchise Owner in connection with or paid or agreed to be paid by the Franchise Owner in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Franchise Owners use of the Customers specification.

3.7 The Franchise Owner reserves the right to make any changes in the specification of the Products which are required to conform to any applicable statutory or EC requirements or, where the Products are to be supplied to the Franchise Owner's specification, which do not materially affect their quality or performance.

3.8 No Order may be cancelled by the Customer except with our agreement in writing. Cancellation shall incur an administration charge of £25 per Order. The Customer shall also indemnify the Franchise Owner in full against all (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Franchise Owner as a result of such cancellation.

3.9 No product samples shown, demonstrated or supplied to the Customer by or on behalf of the Franchise Owner shall be used for any purpose or be reproduced or copied in any shape or form (including without limitation, photographed) by the Customer without prior written consent of the Franchise Owner. The Franchise Owner gives no warranty or representation in relation to any such samples. The Customer indemnifies the Franchise Owner against all loss, costs, damages, charges and expenses incurred by the Franchise Owner in relation to any breach of this clause by the Customer or any party (including without limitation any claim against the Franchise Owner for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights arising out of the use or copying of any such product samples).

3.10 Unless otherwise specified items are Promotional Products and may not meet specifications for similar commercially available products. Promotional Products are not toys and are not suitable for young children. It is the Customer's responsibility to ensure that young children do not have access to Promotional Products.

**4. Prices and Payment**

4.1 Unless expressly stated to the contrary all costs and fees are exclusive of any applicable value added, or any other sales tax and any applicable duties or charges, for which the Customer shall be additionally liable. 4.2 The Franchise Owner reserves the right to increase any part of the costs or fees payable: (a) in respect of design work where the Customer's requirements are not clear, necessitating the production of additional proofs; where poor quality artwork is provided by the Customer necessitating the use of higher quality plates; where the Product is ordered less than ten working days prior to delivery to reflect any increase in the price to the Franchise Owner such as, without limitation, increases in the costs of labour, materials or other costs; any change in delivery dates, quantities or specifications requested by the Customer; any delay caused by any instructions of the Customer changes to the Order, failure of the Customer to give the Franchise Owner adequate information or failure of the Customer to supply clear or legible copy; failure or delay of the Customer to take delivery instructions. 4.3 The Franchise Owner shall seek to notify the Customer of the amount of any increase as soon as reasonably practicable. The Customer shall have the right to cancel the Order if the increase for the price increase is as set out in condition 3.2(c) above and

the price has increased by more than 10% provided notice of cancellation is given by the Customer as soon as reasonably practicable on receiving notification of such increase but the Customer shall pay the Franchise Owner on a pro-rata basis calculated from the costs and fees originally agreed for any part of the Order which was completed at the time of cancellation of the Order. If the reason for the increase is as set out in condition 3.2 (a), (b), (d), (e) or (f) above the Customer may cancel if the price increase is more than 20% and in such circumstances the pro-rata costs payable by the Customer shall be calculated on the basis of the actual costs incurred.

4.4 Unless otherwise agreed in writing by the Franchise Owner, payment of the Franchise Owner's invoices shall be made at the time of delivery of the Products. Time of payment is the time of delivery of the Products. 4.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Franchise Owner in order to justify withholding payment of any such amount in whole or in part. The Franchise Owner may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Customer against any amount payable by the Franchise Owner to the Customer.

4.6 New Customers will be strictly invoiced on a pro-forma basis for the first three orders. Thereafter Customers may apply to become credit account Customers by completing the Franchise Owner's credit application form. The Franchise Owner's credit facilities shall be accepted by the Franchise Owner at its sole discretion. Credit account Customers shall pay the Franchise Owner within 30 days of the date of the Franchise Owner's invoice. Where credit facilities are provided to the Customer, the Franchise Owner reserves the right to withdraw them at any time without having to provide its reasons and, in such a case, all outstanding invoices become due and payable in respect of the Order. 4.7 If the Customer fails to pay any amount due to the Franchise Owner, the Franchise Owner shall be entitled to charge the Customer interest under the Late Payment of Commercial Debt Act 1998. The Franchise Owner may require the Customer to pay a deposit against the Customer's credit account. The Franchise Owner of the Franchise Owner the creditworthiness of the Customer shall have deteriorated prior to delivery, the Franchise Owner may require full or partial payment of the price prior to delivery.

**5. Proofs**

5.1 The Franchise Owner shall be responsible of the Customer to inspect all Proofs submitted for approval. Products cannot be manufactured without prior approval in writing or via email by the Customer (signing off) the Proofs. 5.2 The Franchise Owner shall not be liable to the Customer for any errors not corrected by the Customer in Proofs so submitted. 5.3 The Customer's alterations, except typographical or other errors made by the Franchise Owner, and any additional Proofs necessitated therefor shall be charged extra to the Customer.

**6. Full Colour Printing**

6.1 Due to the nature of the processes involved the Franchise Owner does not guarantee that the Products will match the Customer's Materials when reproduced. The Customer's Materials which require colour reproduction to a specific standard must state this requirement in writing in their Order and request a pre-production sample. An additional charge shall be made to the Customer for this service which shall be agreed with the Customer prior to commencement of the Order. 6.2 The Customer shall be responsible for ensuring that the Customer's Materials supplied are suitable for full colour printing and the Customer's attention is brought to condition 12.2 in this Contract. 6.3 The Franchise Owner shall endeavour to deliver the correct quantity of the Products but Orders for the Products are accepted on the basis that the Customer accepts a margin of 10% for over supply or shortfalls in quantity.

**7. Variations in Quantity**

7.1 The Franchise Owner shall endeavour to deliver the correct quantity of the Products but Orders for the Products are accepted on the basis that the Customer accepts a margin of 10% for over supply or shortfalls in quantity.

**8. Suspension and Cancellation**

8.1 Should work be suspended at the request of, or delayed through any default of the Customer for a period of 30 days or more, the Franchise Owner shall then be entitled to payment for the work already carried out, between materials specially ordered and other additional costs including storage. 8.2 Cancellation of an Order made initially by telephone contact, or email, however following this, the Franchise Owner shall require formal notification of the cancellation from the Customer by written notice. The Customer will be invoiced for the Products manufactured up until the date of cancellation. 8.3 In the event of cancellation of the Order, the Customer's Materials shall be returned to the Customer.

**9. Delivery**

9.1 Delivery of the Order shall be made when the Franchise Owner notifies the Customer that the Order is ready. 9.2 Should special urgent deliveries be agreed between the parties, an extra cost may be charged to the Customer to cover any overtime or additional costs incurred by the Franchise Owner. 9.3 The Customer shall endeavour to fulfil all Orders which may from time to time be placed with it by the Customer and shall endeavour to comply with delivery dates estimated but the time for delivery shall not be of the essence. 9.4 The FRANCHISE OWNER SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF LATE DELIVERY OR NON-DELIVERY OF THE ORDER, UNLESS SUCH DELAY HAS BEEN CAUSED BY THE FRANCHISE OWNERS FAILURE TO USE ITS ENDEAVOURS TO COMPLY WITH DELIVERY DATES.

9.6 Where the Order is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Franchise Owner to deliver any or a statutory demand or bankruptcy notice in accordance with these Conditions or any claim by the Customer in respect of any one or more of the instalments shall not entitle the Customer to treat the Order as a whole as repudiated or cancelled. 9.7 If the Customer fails to take/accept delivery of the Order within 3 working days of the Franchise Owner notifying the Customer that the Order is ready, then, except where such failure or delay is caused by a force majeure event or the Franchise Owner's failure to comply with its obligations under the Contract, the Franchise Owner shall store the Order until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and if after ten working days on which the Franchise Owner notified the Customer that the Commissioned Work was ready for delivery the Customer has not taken delivery of it, the Franchise Owner may resell or otherwise dispose of part or all of the Order and the Customer shall be liable for the cost of the resell, together with an account to the Customer for any excess over the price of the Order or charge the Customer for any shortfall below the price of the Order.

**10. Risk in Title**

10.1 The risk in the Order shall pass to the Customer on delivery and the Customer should therefore be insured accordingly. 10.2 Notwithstanding delivery and passing of risk, the legal property in and beneficial ownership of the Order shall remain with the Franchise Owner until the Franchise Owner has received all monies owed by it to the Franchise Owner in respect of the Order. 10.3 The Franchise Owner may for the purpose of checking that these Conditions are being complied with or recovering the Order enter upon any premises where it is stored or where the Franchise Owner reasonably believes it to be stored. 10.4 Until payment is made the Customer shall possess the Order as fiduciary agent and bailee only and shall store each item of the Order securely and separately from the Customer's own goods or those of any other person or previously Ordered and in a manner which makes them readily identifiable by reference to the Franchise Owner's invoices. 10.5 The Customer's right of possession of the Order shall cease if any of the events described in condition 17 occurs. 10.6 The Customer grants the Franchise Owner an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any of the Order the property in which has remained in the Franchise Owner under condition 9.2. The Franchise Owner shall not be responsible for and the Customer will indemnify the Franchise Owner against liability in respect of damage to any vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

10.7 Conditions 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 are without prejudice to the Franchise Owner's rights and remedies if the Customer fails to make payment on the due date or is otherwise in breach of the terms of these Conditions.

**11. Customer's Materials**

11.1 Whilst the Franchise Owner shall endeavour to preserve the Customer's Materials in good order (subject to such wear and tear as may be incurred in the course of printing or carrying out design work), they remain at the Customer's risk and liability for damage, loss, destruction or loss of such materials is excluded save where such damage, destruction or loss is caused by the Franchise Owner's negligence. The Customer shall supply adequate quantities of such materials to cover spoilage. 11.2 Whilst the Franchise Owner shall endeavour to maintain its usual quality standards where the Customer's Materials are used, the Franchise Owner shall not be liable for imperfect work caused by defects in or unsuitability of the Customer's Materials and the Customer shall not be entitled to reject such work for such reason.

11.3 The Franchise Owner shall reserve the right to reject any Customer's Materials which appear to the Franchise Owner to be unsuitable. If the Customer's Materials are found to be unsuitable during production of the Order then an additional cost may be incurred. 11.4 When Customer's Materials are supplied by the Customer in an electronic format, such as email, CD-ROM or memory stick, it is the responsibility of the Customer to make sure that no form of virus or any other software which can cause harm to the Franchise Owner's computers or electronic equipment or to the computers or other electronic equipment of any third party, or invades the privacy of the Franchise Owner or any third party, is contained on the electronic format supplied. The Customer shall be liable for any costs so incurred by the Franchise Owner or any third party as a result of such virus or other software.

11.5 The Franchise Owner shall have a lien over the Customer's Materials against payment of all costs or fees in respect of the Order due to it by the Customer from time to time and shall be entitled if any Customer fails to pay any amount due to dispose of the Customer's Materials for such sums (if any) as the Franchise Owner may in its discretion think appropriate towards settlement of the amount due. On payment by the Customer of all sums due to the Franchise Owner in respect of the Order, the Franchise Owner will return to the Customer, the Customer's Materials.

**12. Liability**

12.1 Nothing in these Conditions shall limit or exclude the Franchise Owner's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be lawful for the Franchise Owner to exclude or restrict liability.

12.2 The Franchise Owner shall exclude or restrict liability in respect of the Customer, whether in contract or tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and (a) the Franchise Owner shall not be liable to the Customer in respect of a claim relating to the Order unless the Customer shall notify the Franchise Owner in writing of such claim, such notice to be received by the Franchise Owner within the following time limits depending upon the nature of the claim:

Nature of the Claim	Time Limit
Direct loss or partial loss in transit	within 7 days of delivery
Non-delivery	within 7 days of despatch
Any other claim	within 28 days of delivery

Provided that the above time limits shall not apply where the Customer can show that compliance with the time limits was not possible and that notice of the Customer's claim had been given to the Franchise Owner in writing prior to the expiry of the time limit and any liability incurred by the Franchise Owner in respect of any of the Order supplied pursuant to these Conditions however arising shall be limited at the Customer's option to re-producing the Order, refunding the costs or fees paid, or replacing or refunding the cost of the Customer's Materials. These Conditions do not and will not affect the statutory rights of the Customer as a consumer. No provision in these Conditions which would be void by virtue of Section 6 or Section 20 of the Unfair Contract Terms Act 1977 shall apply to any consumer transaction governed by these Conditions. For the purposes of the foregoing the expressions "consumer" and "consumer transaction" shall have the respective meanings given thereto in paragraph 2 of the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

**13. Force Majeure**

13.1 The Franchise Owner shall not be liable to the Customer or be deemed to be in breach of any of its obligations for the Products by reason of any delay in performing or failure to perform any of the Franchise Owner's obligations in relation to the Order placed by the Customer if the delay or failure was due to any cause beyond the Franchise Owner's reasonable commercial control. 13.2 The Franchise Owner may refuse to produce any material which in its opinion is deemed illegal, libellous or offensive or may infringe the Intellectual Property Rights of any third party. The Customer warrants to the Franchise Owner that the Customer's Materials and all Intellectual Property Rights in them and that the Customer's Materials do not infringe any Intellectual Property Rights of any third party and would not if used in or in relation to the sale of any Order or any other Products. The Customer warrants that it has complied fully with the Data Protection Act 1998 and all other relevant legislation, that it has obtained all necessary consents from the subjects for the use of such data subjects' personal data which it requires the Franchise Owner to process.

**14. Indemnity**

14.1 The Customer shall indemnify the Franchise Owner and keep it indemnified in respect of all costs, claims, liabilities and expenses to which the Franchise Owner may be subjected as a result of a breach of condition 14.1 and 14.2 above. The indemnity shall extend (without limitation) to any amount paid on a lawyer's advice in settlement of any such claim and to the Franchise Owner's legal costs. 14.2 The Customer shall indemnify the Franchise Owner and keep it indemnified in respect of all costs, claims, liabilities and expenses to which the Franchise Owner may be subjected as a result of a breach of condition 14.1 and 14.2 above. The indemnity shall extend (without limitation) to any amount paid on a lawyer's advice in settlement of any such claim and to the Franchise Owner's legal costs.

**15. Insolvency and Breach**

15.1 Any Order may be terminated by either party at any time by notice in writing if the other party, being an individual or otherwise, has a statutory demand or bankruptcy notice issued against him or any partner or applies to the court for an interim order under the Insolvency Act 1986 or makes a proposal for an individual voluntary arrangement under that legislation or being incorporated, goes into compulsory or members' voluntary liquidation or passes a resolution for a voluntary winding up, or its directors convene a meeting of the members for that purpose; or has an administrative receiver or receiver appointed over all or part of its assets or undertaking; or if the Customer is the subject of any judgment or order made against it which is not complied with within seven days or is the subject of any execution, distress, sequestration or other process levied upon or enforced against the Customer or any partner or director; or has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator, an administrator or takes any such act or step; or if the Customer or any partner has proposed in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 from time to time; or ceases or threatens to cease to carry on business; or gives the terminating notice to the Franchise Owner believing that it (the other party) is unable to meet its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986. If the Customer is in breach of any of its obligations under these Conditions or the Conditions are terminated by the Franchise Owner under any of the above provisions, the Franchise Owner, without prejudice to any of its other rights may immediately suspend the performance of any Order placed by the Customer and shall be entitled to charge the Customer, and the Customer shall immediately become liable to pay for any parts of the Order already carried out (whether completed or not) including the cost of any materials purchased on behalf of the Customer.

**16. Data**

16.1 The Franchise Owner will use any information, which may include personal information about the Customer or the Customer's employees provided by the Customer in connection with Orders for the purpose of administering the Customer's account, for carrying out the Franchise Owner's obligations under any Order and for ancillary purposes. The Customer acknowledges that the Franchise Owner may carry out searches about the Customer at credit reference agencies and will use the credit information provided by such agencies for the purposes of account administration, credit checking, debt tracing and fraud prevention. The Customer hereby authorises the Franchise Owner to disclose such information to data recipients and acknowledge that such information may be disclosed by data recipients to third parties for purposes including, but not limited to, assessing credit applications, debt tracing and fraud prevention. The Franchise Owner may seek an opinion on the status of any account from any third party as may be necessary in the normal course of business. 16.3 The Customer agrees that all information collected by the Franchise Owner in relation to the Customer, subject to the provisions of the Data Protection Act 1998, may be used and disseminated by the Franchise Owner for the purposes set out above, for marketing, promotional analysis, compilation of statistics and related purposes and for informing the Customer of new products and/or services offered by the Franchise Owner.

**17. Reference**

17.1 The Franchise Owner may refer to sale of Products to the Customer or use images or samples of Products supplied to the Customer in the promotion of the Franchise Owner's business. 18.1 No variation of these Conditions shall be binding upon the Franchise Owner unless made in writing and signed by a duly authorised representative of the Franchise Owner.

**19. Assignment**

19.1 The Franchise Owner may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. 19.2 The Customer may not assign, transfer, charge sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Franchise Owner.

**20. Notice**

20.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first class post or other next working day delivery service, commercial courier, or e-mail. 20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 20.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one working day after transmission.

20.3 The provisions of this condition 20 shall not apply to the service of any proceedings or other documents in any legal action.

**21. Severance**

21.1 In the event of any provision of these Conditions being or becoming legally ineffective or unenforceable either in its entirety or in part, this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of these Conditions which shall remain in full force and effect. 22.1 **Entire Agreement** These Conditions constitute the entire agreement of the parties as to the subject matter hereof and supersede all previous agreements and understandings (if any) between the parties and all representations made with respect thereto, unless agreed in writing and signed and dated by both parties as a variation to these Conditions.

**23. Waiver**

23.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default. 23.2 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. 23.3 No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**24. Third Party Rights**

24.1 No person who is not a Customer shall have any rights pursuant to the Contracts (Rights and Third Parties) Act 1999.

**25. Governing Law**

25.1 These Conditions shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.