

Pennies Day Nursery Terms and Conditions



July 2021

Pennies Day Nursery and Pennies Out of School Clubs Terms and Conditions

To enable us to provide and maintain the highest possible standards of service, it is necessary for all parents to be aware of, and abide by, the following terms and conditions.

By using the service of Pennies Day Nursery Limited you become bound by these terms and conditions and please take note of clause 4 (Change in Requirements), clause 5 (Price, Deposit and Payment Terms) and Clause 15 (Limitation of Liability).

1. INTERPRETATION

1.1 The definitions in this clause apply to these Terms:

Authorisation Form: the form that includes authorisations in relation to matters such as collections, accidents, administering medication, allergies, outings, photos and videos; and includes forms relating to dietary information, profiles, contact details, food checklist, Babycare Summary Sheet, 2-3 year old Progress Check, SENCO consent and personal data consent forms.

Commencement Date: the date the Services commence e.g. on the Preferred Start Date as set out in the Registration Form but always subject to availability.

Deposit: for Nursery Services, After School Club and/or Breakfast Club a deposit of 50% of one full calendar month's fees for the relevant Services (payable on Registration).

Fees: the fees payable for the Day Nursery, After School Club and/or Breakfast Club are as set out in the Registration Pack and in accordance with clause 5. The fees payable for the Holiday Club are as set out on our website at the time of booking.

Fee Structure Documentation: the documents included in the Registration Pack setting out the pricing for the relevant Services and as such may be updated from time to time.

Services: our Day Nursery, After School Club, Breakfast Club and/or Holiday Club services (the After School Club, Breakfast Club and/or Holiday Club are sometimes identified as Out of School Clubs) as selected by you from time to time (and agreed with us in writing).

Pennies Employees: any employee employed by us or any person who personally performs work for us but who is not in business on their own account or in a client/customer relationship.

Registration: your registration for the relevant Services by completing the forms set out in the Registration Pack; or in the case of the Holiday Club as booked online; and "Register" shall be construed accordingly.

Registration Form: the Registration Form completed by you to Register for the After School Club, Breakfast Club and/or Day Nursery Services.

Registration Pack: the pack of documents that are provided to you, prior to us providing your child/ren with the Services, including but not limited to the Registration Form, the Fee Structure document(s), the Free Early Education Fee's policy and Authorisation Form (and includes a copy of these Terms and Conditions).

Terms: the terms and conditions set out in this document and includes the Registration Form.

We/us/our: Pennies Day Nursery Limited, a company incorporated in England and Wales with company number 3496768 whose registered office is at Newnham Court Shopping Village, Bearsted, Maidstone, Kent ME14 5LH.

You/your: the person who is entering into these Terms by signing the Registration Form.

Pennies Day Nursery Terms and Conditions



July 2021

1.2 Unless the context requires otherwise, references to the singular include the plural (and the plural shall include the singular) and the masculine includes the feminine (and vice versa).

1.3 Headings do not affect the interpretation of these Terms.

1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.5 Any words following terms such as 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A reference to writing or written includes email.

2. BASIS OF REGISTRATION

2.1 We consider these Terms, the Registration Form and our Fee Structure Documentation (as included in the Registration Pack) to set out the whole agreement between you and us for the supply of the Services. These Terms assume you are a natural person who is not acting in the course of their trade, business or profession.

2.2 Please check that the details in these Terms and on the Authorisation Form and the Registration Form are complete and accurate before you commit yourself to these Terms, by signing the Registration Form. If any of the details on the Authorisation Form and the Registration Form are incorrect, please contact us in writing setting out in full detail the changes you would like to be made. If we accept your proposed changes we will confirm any changes in writing, and we can only accept responsibility for statements and representations made in writing by our authorised Pennies Employees.

2.3 Please ensure that you read and understand these Terms before you sign and send the Registration Form to us, because once you sign the Registration Form you are entering into a contract with us and you will be bound by these Terms, in accordance with clause 2.7.

2.4 Any advertising, marketing or promotional materials we issue (including any content on our website), and any descriptions or illustrations contained in our brochures or other promotional materials, are for illustrative purposes only and are issued or published solely to provide you with an approximate idea of or update on the types of services we offer. They do not form part of these Terms or any other contract between you and us for the supply of the Services.

2.5 If any of these Terms are inconsistent with any term of the Registration Form, the Registration Form shall prevail.

2.6 Until signed by you and accepted by us (in accordance with clause 2.7) and receipt of the relevant Deposit the Registration Form is an offer which we are free to accept or decline at our absolute discretion.

2.7 These Terms shall become binding on you and us when:

2.7.1 we issue you with written acceptance of a Registration Form or we accept your order via our website for the Holiday Club;
and

2.7.2 we notify you that we are able to provide the relevant Services; and

2.7.3 you have paid the relevant Deposit

Pennies Day Nursery

Terms and Conditions



July 2021

2.8 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you Register (as updated from time to time) to receive the relevant Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to Registrations you have previously submitted where we have not yet commenced providing the Service. If the services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Services by giving us at least one month written notice (such notice to take effect from the first day of the month following the one month notice period) without penalty before the new policies or Terms affect you (save for any policies relating to safeguarding which can have immediate effect).

3. PROVISION OF SERVICES

3.1 The Day Nursery or Out of School Club (except for Holiday Club) place is subject to (and will not be confirmed) and we will not be obliged to provide the Services until we receive your Deposit.

3.2 We will endeavour to supply the Services to you from the Commencement Date, however, it will always be subject to availability, and the relevant Services shall continue until they are terminated by either party as provided for in these Terms.

3.3 We will make every effort to provide the Day Nursery and Out of School Services during the advertised opening hours but there may be delays due to circumstances beyond our control and we may have to suspend the Services if we have to deal with any unforeseen problems or problems that are outside of our control, or to make improvements to the Services.

3.4 When possible, we will let you know as far in advance as possible where this occurs, unless the problem is urgent or an emergency.

3.5 For the After School Club and the Breakfast Club we offer a pick-up service as set out in the Registration Pack. For any other Services you must bring your child/ren onto the premises at the required times and you must do so in compliance with our safeguarding and other policies (such as our coronavirus policy).

3.6 Your obligations: You must:

3.6.1 provide us, in sufficient time, with any information and instructions relating to the Services or your child/children, and any changes to the information provided, that is or are necessary to enable us to provide the Services in accordance with these Terms.

3.6.2 pick up and drop off your child/ren at the specified times as per the Fee Structure Documentation (and additional charges will apply, in accordance with clause 5, if you fail to do so);

3.6.3 comply with all policies as notified to you in writing from time to time (including but not limited to the safeguarding and health & safety policies);

3.6.4 pay the Deposit and Fees by the relevant times, in accordance with these Terms;

3.6.5 provide us with all relevant information, in a timely manner to enable us to provide the Services and ensure the health and wellbeing of your child/ren;

3.6.6 ensure that all information you provide in the Authorisation form is true, accurate and up to date

3.6.7 notify us in the Authorisation Form (or as soon as you become aware) of any dietary requirements or allergies;

3.6.8 provide all necessary medication and equipment that your child/ren may require.

Pennies Day Nursery

Terms and Conditions



July 2021

3.7 We are not obliged to provide the Services if you do not comply with your obligations as set out in clause 3.6.

3.8 If you do not provide us with the information specified in clause 3.6 that is material to us providing you with the Services, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Registration or suspend the Services until you provide us with such information, or we may make an additional charge of a reasonable sum to cover any extra work that is required to perform the Services. We will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform the Services as a result.

3.9 A minimum of two sessions per week are required when booking your child's place in the nursery.

4. CHANGE IN REQUIREMENTS

4.1 You may increase or decrease the number of sessions or days of the week that your child attends the Day Nursery, however, if you wish to decrease the number of sessions it is subject to us receiving at least one clear calendar month's prior notice (i.e. the notice will be effective from the first day of the month following the one month notice period) in writing and us agreeing to such changes in writing (and is subject to availability).

4.2 **Important:** If a delay to the Commencement Date is requested by you, a child's start date may only be delayed up to a maximum of one month after the Commencement Date; after which the place cannot be guaranteed and it is only possible to defer the start date this one time.

4.3 **Important:** If you fail to give us the required written notice specified in this clause 4, the relevant Fees will be payable from the Commencement Date or for the original sessions or days as applicable.

4.4 The notice period for a change in requirements is deemed to commence on the date that your written notice is received by us. Under no circumstances will verbal notice be accepted.

4.5 If you increase the number of sessions or days an additional deposit will be required and it must be paid within ten days of receipt of the deposit invoice.

5. PRICE, DEPOSIT AND PAYMENT TERMS

Price

5.1 The relevant pricing of the Day Nursery, the After School Club and/or Breakfast Club services will be as set out in our Fee Structure Documentation. The Holiday Club pricing will be as set out on our website at the time you place your order. The pricing for the Services shall be referred to as "the Fees" and is subject to changes in accordance with this clause.

5.2 The Fees payable are liable to change at any time, but we will endeavour not to change our prices more than once annually and we will give you at least two months prior written notice of any price change. If you do not agree to the price increase you must give us at least 30 days' notice in writing to terminate the contract (and the Services will be terminated at the end of the relevant calendar month after the expiry of the 30 day notice period and the Fees will need to be paid up to this point). For example, if you gave us notice on the 15th of June the provision of the Services would terminate on the 31st July of the relevant year. If you don't give us the required notice you must pay the increased price until the termination date is reached. If we do not receive written notice of termination from you within our two month notice period we will take that as your acceptance of the price increase.

Pennies Day Nursery

Terms and Conditions



July 2021

5.3 All Fees payable are age-related as indicated in the Fee Structure Documentation and all fee rate changes following a birthday will apply in the calendar month immediately following your child's birthday.

5.4 The Fees are payable until the expiration of the relevant notice period. Our Fees are based on a 50 week year to take account of public holidays and our closure of the holiday period between December and January each year so no refunds will be made for absences that are your choice (e.g. sickness, family holidays, adverse weather conditions or unforeseen circumstances). We will not provide any refunds for events that are outside our control (e.g. compliance with health protection reasons or safeguarding reasons or government imposed (e.g. pandemic) guidance) or any other such reason. In other circumstances and in our sole discretion we may agree to either put your child/ren's place on hold for a maximum of two months or a reduction in the Fees for the relevant period provided that you submit to us in writing details of the circumstances of exceptional reasons for the absence.

5.5 As set out in clause 3.6.2, your child/ren must be collected on time and additional charges will apply to children collected late (as set out in the Fee Structure Documentation).

Deposit

5.6 You must pay the Deposit to us at the time you sign the Registration Form and we will confirm acceptance of your child/ren's place upon receipt, unless you have been informed that there are no available places at the time of your completion of the Registration Form. If your child/ren is/are placed on our waiting list, the Deposit is due and payable upon us notifying you that a place has become available and we will confirm your child's place only upon receipt of your Deposit.

5.7 If we are unable to provide you with the Services within two full calendar months of the Commencement Date or refuse or cancel your Registration our contract will be terminated and we will return the Deposit to you by direct payment into your bank account, within one month of the date of the termination of the contract.

5.8 If you cancel your Registration prior to the Commencement Date, the Deposit will not be refunded unless you give us a minimum of two full calendar months' notice in writing that the place is no longer required. You agree that this is a genuine pre-estimate of the losses and costs we will suffer as a result of your cancellation as a result of costs we incur in preparation for providing your child/ren with our Services.

5.9 Upon termination we will refund the Deposit paid subject to the relevant notice having been received and all Fees and additional charges having been paid in full (and if any such Fees and charges are unpaid we may, in our sole discretion, offset the Deposit against the outstanding sums). For the avoidance of doubt, if the Deposit is less than the total amount of any such Fees and charges we shall retain the Deposit and demand payment of the outstanding balance.

5.10 If we have not had any contact from you and you do not reclaim your Deposit within six (6) months of the relevant termination of the Services we shall be under no obligation to actively contact you and have the right to consider that you have forfeited the return of your Deposit.

Payment terms

5.11 Fees for the Day Nursery, After School Club and/or Breakfast Club services are payable in advance by direct debit, tax free credits or voucher only and are payable by the first day of each calendar month (however your first payment will be pro-rated if the Commencement Date is part way through the month). We accept Early Education Funding as part-payment of fees for Day Nursery services only.

5.12 Holiday club fees are payable at the time of booking on our website via the specified payment methods.

5.13 If the amounts to be paid by direct debit change, we will notify you in accordance with the following:

Pennies Day Nursery

Terms and Conditions



July 2021

5.13.1 annual increase: in accordance with clause 5.2 you will receive two months notice of the price increase and your direct debit will be increased accordingly at the end of the notice period; or

5.13.2 increase in sessions: you will receive 10 days' notice of the price increase relating to your additional sessions.

5.14 If the Commencement Date is part way through a month we will pro rate the payment to the last day of the calendar month during which the Commencement Date falls and you will be invoiced for this period separately. The applicable pro-rated fees will be payable in advance via the same methods as set out in clause 5.11.

5.15 Payment for extra sessions, days or other services which are agreed between us on an ad hoc basis ("Additional Services") will be payable in advance and will be invoiced separately.

5.16 The fees for these Additional Services are payable by bank transfer, tax free credits, voucher, credit/debit card or (in exceptional circumstances) cash on the day.

6. LATE PAYMENT

6.1 Without prejudice to any other right or remedy we may have, if you do not make any payment due to us by the relevant due date for payment, we may charge you (in our absolute discretion):

6.1.1 A £25 administration fee (or such increased administration fee as is notified to you from time to time) which you agree represents a genuine and fair pre-estimate of the reasonable costs and expenses we may incur in obtaining payment from you where the payment is no more than three months late; and

6.1.2 interest on the overdue amount at the rate of 5% a year above the base rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The base rate applying will be the base rate on the due date for payment. You must pay us interest together with the overdue amount; and

6.1.3 our other reasonable costs and expenses (including, without limitation, our internal management and administration costs and legal fees, recovery fees and disbursements) incurred by us in the collection of obtaining payment from you where the payment is more than three months late.

6.2 All direct debits and payments returned unpaid will incur an administration charge of £10. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services in respect of any or all of your child/ren until you have paid the outstanding amounts.

7. SICKNESS

7.1 We have a duty of care to your child/ren and every other child in the nursery and there may be times when we will need to contact you and ask you to collect your child immediately or state that you are unable to leave them in our care.

7.2 We reserve the right to seek medical attention for your child in an emergency.

7.3 If your child is suffering from, or is suspected to be suffering from a contagious or communicable illness, including symptoms linked to a major outbreak or pandemic, your child must remain at home until a doctor has certified that the child is fit to return to nursery (and we reserve the right to exclude or send your child/ren home in these circumstances).

7.4 In the case of sickness and diarrhoea your child must not attend until at least 48 hours after the last attack. There is no exclusion for a single case of conjunctivitis or some other communicable illnesses; however, if an outbreak occurs then the manager will contact HPA for advice on the length of the recommended exclusion period.

Pennies Day Nursery

Terms and Conditions



July 2021

7.5 If your child requires medication at the nursery, you must inform us and provide written, signed instructions, however, to the fullest extent permitted by law, we exclude any liability for any harm caused to your child/ren as a result of administering such medication.

7.6 Parents or carers are required to inform Pennies if they suspect a child may be suffering from a condition or has recently suffered injury or accident outside of the Nursery. Parents will be required to complete an 'Incident/Accident Outside of Nursery' form. For any accidents or injuries suffered on our premises whilst your child is under our care this will be dealt with in accordance with our Accident Policy.

7.7 You must inform us of any allergies, reasonable adjustments or other requirements for your child/ren on the Authorisation Form and immediately inform us in writing of any change to these circumstances (including if your child/ren develop any new allergies or have new requirements) and to the fullest extent permitted by law, we exclude any liability for any harm caused to your child/ren as a result of not being made aware of any of these issues in writing.

8. SECURITY

8.1 You must comply with our Safeguarding Policy and must not allow any unauthorised persons to enter onto our premises and you must ensure that all doors close securely behind you when you enter and leave the premises. Only authorised persons as set out in the Authorisation Form are allowed to drop off and collect children. If you require an unauthorised person to pick up or drop off your child/ren you must inform us by sending the relevant nursery manager an email, posting a note on our 'Tapestry' system or by speaking to the relevant nursery manager in accordance with our Safeguarding Policy.

9. PERSONAL PROPERTY

9.1 We cannot accept responsibility for any damage to or loss of any personal property, for example, toys or devices, brought to nursery and recommend that these are left at home.

9.2 We recommend that children wear clothes that can withstand normal wear and tear, such as exposure to coloured paints, glue etc. and trips to the woods. We supply certain items of clothing and sunscreen (as set out in the Registration Pack) but it is your responsibility to provide for any special requirements your child/ren may have.

10. TERMINATION/CANCELLATION AND SUSPENSION

10.1 Subject to clause 5, either of us may terminate these Terms/the Services for any reason by providing the other party with at least two clear calendar months prior notice in writing (such notice to take effect from the first day of the month following the two month notice period). Under no circumstances will verbal notice be accepted.

10.2 Without limiting our other rights or remedies, we may terminate the Services with immediate effect by giving written notice to you if you fail to pay any amount due under these Terms by the relevant due date for payment.

10.3 We may terminate or suspend (at our sole discretion) the Services at any time, by providing notice to you with immediate effect, if in our reasonable opinion:

10.3.1 the conduct of your child/ren is unacceptable (including using language that can be deemed by us to be verbally abusive or offensive) and/or unreasonably disruptive or violent; or

10.3.2 the continued presence of your child is detrimental to the health, safety or wellbeing of your child/ren, or other children in the nursery, or Pennies' employees and for the avoidance of doubt, we shall not refund any Fees paid in any of these circumstances.

10.4 We may terminate this agreement at any time, with immediate effect, by giving notice to you if you are the subject of a bankruptcy petition or other similar or equivalent order.

Pennies Day Nursery

Terms and Conditions



July 2021

10.5 Termination will not affect either party's outstanding rights or duties that are intended to survive termination, including our right to recover from you any money you owe us under these Terms.

11. COMPLAINTS

11.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible in writing and we will consider your complaint in accordance with our Complaints Policy. In our sole discretion we may:

- 11.1.1 provide you with a full or partial refund; or
- 11.1.2 provide you with free sessions (subject to availability).

12. NON-SOLICITATION AND ENGAGEMENT

12.1 You shall not, without our prior written consent, at any time from the date of your Registration Form to the expiry of six months after termination of the arrangement between us, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee of ours.

12.2 If:

- 12.2.1 we give consent in accordance with clause 12.1; or
- 12.2.2 any person to you by us or any employee of ours with whom you had personal dealings accepts an engagement with you while employed by us or within six months of leaving our employment, you shall pay us an introduction fee.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The copyright, design right and all other intellectual property rights in any materials, documents or other items that we prepare or produce in connection with the Services will belong to us absolutely.

13.2 You may not use any of the materials, documents or other items detailed in clause 13.1 without our written permission.

14. CONFIDENTIALITY

14.1 You undertake that you shall not disclose to any person any of our confidential information including but not limited to any information concerning our business, affairs, fee and fee structure, customers (including parents and children), clients, candidates, employees or suppliers, our working practices (including lesson plans and play sessions). You shall also keep confidential any personal information that is made available via methods such as our accident forms, emails, Tapestry system and our app (this is in addition to your obligations in clause 19). You shall not use any of our confidential information for any purpose other than to perform your obligations under these Terms.

14.2 Any information relating to personal data must be kept confidential in accordance with clause 20 and any privacy notices we may issue from time to time.

15. LIMITATION OF LIABILITY

15.1 Subject to clause 15.2

15.1.1 We are responsible for loss or damage you suffer that is a direct result of our proven breach of the Terms or our negligence (subject to clauses 15.2 and 15.3), but we are not responsible for any loss or damage that is not foreseeable nor a direct loss. By way of illustration, losses or instances of damage are foreseeable or direct if they represent an obvious consequence of our breach or negligence, or if they were contemplated by you and us at the time we entered into the contract. For the avoidance of doubt we will not be liable for any indirect or consequential loss (whether in contract tort (including negligence), breach of statutory duty or otherwise).

15.1.2 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Pennies Day Nursery

Terms and Conditions



July 2021

15.2 This clause does not exclude or limit in any way our liability for:

- 15.2.1 death or personal injury caused by our negligence or the negligence of Pennies Employees; or
- 15.2.2 fraud or fraudulent misrepresentation; or
- 15.2.3 any other liability which we are not permitted to limit or exclude by law.

15.3 Except in relation to clause 15.2 our total liability to you shall not exceed two calendar months of Fees paid.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of the Services or our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event) (including for reasons such as a pandemic or major epidemic sufficiently serious as to oblige businesses to respond in a manner that protects public health).

16.2 We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event, however, should our ability to provide the Services be affected for more than two consecutive months due to a Force Majeure Event (other than for reasons that are related to a pandemic or epidemic or other public health concerns) either party may terminate these Terms (otherwise, at our sole discretion, we may choose to offer a refund of the Fees proportionate to the duration of the time we were unable to provide the Services due to the Force Majeure Event).

17. TRANSFER OF RIGHTS AND OBLIGATIONS

17.1 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

18. NOTICES

18.1 Except as otherwise provided, all notices sent by you to us must be in writing and sent to Pennies Day Nursery Limited at Newnham Court Shopping Village, Bearsted Road, Maidstone, Kent ME14 5LH or 149 Hockers Lane, Weaving, Maidstone, Kent ME14 5JY, or Mark Cross Day Nursery, Mark Cross, East Sussex TN6 3PJ dependent on which setting your child attends. We may give notice to you at either the e-mail or postal address you provide to us in the Registration Form. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee without any return or unavailable notice.

18.2 For the avoidance of doubt this clause will not apply to general correspondence or notifications relating to the health and wellbeing of your child/ren such as the circumstances set out in clause 3.6.5

19. YOUR PERSONAL DATA

19.1 We will process and protect any personal data you provide to us in accordance with our privacy notice.

19.2 In the Registration Pack we will include consent forms relating to the use of your child/ren's personal data.

19.3 You must keep all information that includes personal data confidential and not take any photos or moving images or otherwise obtain, use or process any personal data relating to anyone (other than solely of or relating to your own child/ren) whilst on our premises and you must comply with any privacy notices we may issue in relation to personal data.

Pennies Day Nursery Terms and Conditions



July 2021

19.4 You may not use any images or other personal data that we provide in the documents and materials or that are on our website or otherwise made available to you.

20. GENERAL

20.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful, or unenforceable to any extent, the offending provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law. We may substitute a replacement provision that gives effect to the meaning and intention of the offending provision.

20.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

20.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

20.4 We may need to update these Terms from time to time and will use reasonable endeavours to give you reasonable notice of such changes.

20.5 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.