
Terms and Conditions for the Supply of Services by Passo Group Limited

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Please read these Booking Conditions carefully as they, together with the Contract, set out and explain the responsibilities and obligations undertaken by all parties when you make a booking with us.

Booking Conditions between Passo Group Limited (hereinafter “us” / “we” or “our”). References to ‘you’ means the party leader (see below) and all persons named on the booking (including anyone who is later added or substituted), or any one of them, as applicable.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Conditions: these terms and conditions applying to the Contract between us..

Contract: the contract between us for the supply of Services in accordance with these Conditions.

Services: the services, including the combination of travel services offered to you in a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

1.2 Interpretation:

(a) Unless expressly provided otherwise in this Contract a reference to legislation or a legislative provision:

(i) is a reference to it in force as at the date of this Contract and;

(ii) shall include all subordinate legislation made [from time to time **OR** as at the date of this Contract under that legislation or legislative provision.

(b) Any words following the terms **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.

(c) A reference to **writing** or **written** includes fax and email.

2. BASIS OF CONTRACT

2.1 These Conditions form the basis of your contract with us (the “Contract”). Your booking (“ the Booking”) constitutes an offer by you to enter the Contract with us in accordance with these Conditions.

2.2 Your Booking shall only be deemed to be accepted when we issue written confirmation of the Booking at which point, and on which date the Contract shall come into existence between us.

- 2.3 By asking us to confirm your Booking, you are regarded as having read, understood, and agreed to the Contract before you make any payment to us.
- 2.4 You shall ensure that the terms of your Booking are complete and accurate;
- 2.5 We will not be responsible for any loss or expense, nor shall we pay any compensation if we are not notified of any inaccuracies in the Booking within five days of our sending the Booking confirmation to you.
- 2.6 In making a Booking, the person representing the school or educational body, ('the Party Leader') warrants that they are the authorised representative of the educational establishment and thereby have the authority to:
- (i) legally bind the educational establishment to the Contract; and
 - (ii) make the Booking (and any amendments) on behalf of on behalf of the educational establishment and all-party members; and
 - (iii) be our sole point of correspondence and contact.
- 2.7 The Party Leader shall be liable for:
- (i) the full payment of all deposit(s) in addition to the outstanding balance;
 - (ii) the payment of any amendment fees or cancellation charges;
 - (iii) confirming all party member details to our reservation team; and
 - (iv) passing on to all party members of all information issued by us including, without limitation, copies of our confirmation invoices and these Booking Conditions.
- 2.8 In making a Booking with us, you agree that the price of your tour may increase (or decrease) based on the cost of the flights once they have been made available to book by the carrier.
- 2.9 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

3. SUPPLY OF OUR SERVICES

- 3.1 We shall supply the Services within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 ("Regulations") which means that we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation if we become insolvent (please refer to information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 at [https://www.legislation.gov.uk/uksi/2018/634/contents/.](https://www.legislation.gov.uk/uksi/2018/634/contents/))
- 3.2 We will provide you with an itinerary proposal ("**the Proposal**") for your travel arrangements which will set out our current, indicative pricing which may be subject to price changes, in accordance with Clause 5. If the details in the Proposal are wrong, you must advise us in writing no later than ten days (five days for tickets) from the date of the Proposal.

- 3.3 Once you have confirmed in writing your intention to proceed with the Proposal, we will raise a formal quotation which will confirm the actual pricing and will be valid for 7 days from the date of issue, or as otherwise expressly agreed in writing between us.
- 3.4 We shall provide full financial protection for the tour by way of:
- (a) our Financial Failure Insurance
 - (b) our Public Liability Insurance.

4. DEPOSIT

- 4.1 A deposit will need to be paid at the time that you make a Booking to secure travel arrangements. The deposit may be made up of a single payment, or several payments. In the case of instalment payments, the sum of payments shall be deemed to be the overall deposit.
- 4.2 The deposits are due in accordance with the time scales set out below.
- Payment per paying passenger:
- (A) 1st Deposit: 20% payable on confirmation of Booking;
 - (B) 2nd Deposit: After 8 weeks from the date of your Booking;
 - (C) final balance payment: 4 before departure date.
- 4.3 Where your Booking is made within 6 months of your departure date, all deposits due will be payable at the time of Booking.
- 4.4 Where your Booking is made 12 weeks or less before your departure date (a “late booking”), full payment (which shall be the sum of all the deposit(s) due plus the final balance) will be payable at the time of Booking.
- 4.5 We reserve the right to charge an increased first deposit or request payment by a certain date to confirm certain travel arrangements (for example, where airlines require full payment at time of Booking); if this is the case you will be advised of such payment terms at the time of your Booking.

5. PRICES, CHARGES AND FINAL PAYMENT

- 5.1 We reserve the right to correct any obvious errors and update our advertised prices at any time.
- 5.2 Before confirming your Booking, we will give you the up-to-date price of your travel arrangements including the cost of any supplements, upgrades, or additional facilities which you have requested.
- 5.3 We do not accept any liability for local tourist tax, resort fees or similar charges which are payable in local currency on arrival, these costs are your sole responsibility.
- 5.4 The final balance is due no later than 9 weeks before your departure date after you receive our final invoice. Where this date falls within a school holiday when payment cannot be made, the balance must be paid by the last working day of the

preceding school term. Payment should be made by bank transfer where possible. If payment is made by cheque you should allow 5 working days for clearance from the time we receive it.

5.5 If we do not receive the deposit(s) and final balances in full and on time, including any supplementary charges, where applicable, we reserve the right to treat your Booking as being cancelled by you, in which case the cancellation charges set out in clause 8 (CANCELLATION) will become payable and you will also forfeit all deposits paid to us. If you wish to proceed with your Booking, we reserve the right to pass on any resulting increase in prices and changes that become due or applicable, because of delayed payment and not being able to secure your original travel arrangements.

5.6 For the avoidance of doubt, any missed payment deadlines including, but not limited to, due dates for deposits and final balance, amendment fees, name change fees or supplementary surcharges, will be treated as being a cancellation of your Booking by you and your deposits will be forfeited and cancellations charges will be payable.

6. DATA PROTECTION

Our full Privacy Policy is available to view on our website and the details on how we process personal information in connection with you, your party, and Bookings.

7. AMENDMENTS AND CANCELLATIONS

AMENDMENTS

7.1 If after our confirmation invoice has been issued, you wish to change your travel arrangements we will try to make these amendments.

7.2 If you wish to cancel or amend all or part of your Booking, you must advise us in writing as soon as possible. Cancellation or amendment is effective only when received in writing.

7.3 Where we can meet a request for amendment, all changes and additions will be subject to payment of an amendment fee per individual, per change (as set out in the table below) in addition to any applicable rate changes or any extra costs or charges incurred or imposed by any of our suppliers. All costs related to the requested amendments are payable by you.

7.4 If you wish to change the number of adult and/or child passengers in your Booking, we reserve the right to re-cost the price of your tour and charge you for any additional costs, which may result in a higher price being charged for the remaining group members.

7.5 The amendment cost is based on how many days before departure and are applied per person per change:

- More than 90 days: total amendment cost of £50
- Less than 89 -0 days: total amendment cost £60 We do not accept any responsibility for incorrect and abbreviated names submitted to us and any subsequent amendments will be dealt with as a name change and will incur the applicable charges outlined above.

CANCELLATION

- 7.6 If you wish to cancel your Booking you will have to pay the applicable cancellation charges in clause 8.8, except in the case of unavoidable and extraordinary circumstances.
- 7.7 The cancellation charges as a percentage of your total travel arrangement price for the period before departure within which written notice of cancellation is received by us or where you have deemed to have cancelled your Booking under clause 6.5 are as follows:
- 70 days or more: all deposits paid and/or due for payment but not paid as set out in the payment schedule at clause 4.2 (A), (B) and (C);
 - 70 – 29 days: 70%;
 - 28 – 15 days: 90%;
 - 14 days – or less: 100%
- 7.8 You can transfer a Booking to another person, who satisfies all the conditions that apply to this Booking, by giving us notice in writing at least 21 days before the departure (but, in any event, no later than 7 days before departure). Both the form and the new traveller are responsible for paying all costs we incur in making the transfer, including the amendment fee.
- 7.9 The cost of any flights is non-refundable after they have been purchased where the airline applies a 100% cancellation charge after booking. The amount by which the flight cost exceeds the deposit(s) paid will be payable in addition to the deposit(s) for the group members who are cancelling.
- 7.10 If you choose or are forced to return home early, we shall not be liable for any refunds for any services you have not used, nor shall we be liable for any, price reduction, costs, or other expenses that you may incur, as a result.
- 7.11 We can change the price of your Booking after you have booked, where the price increase is a direct consequence of changes in:
- the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources;
 - the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or;
 - exchange rates relevant to the travel arrangements.

CHANGES TO BOOKING

- 7.12 No change to your Booking is allowed within 20 days of your departure.
- 7.13 You will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, excluding insurance premiums and any amendment charges.. Any additional charge must be paid with the final balance of the costs of the

arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later.

- 7.14 If this the increase in price results in an increase equivalent to more than 8% of the price of your Booking you will have the option of accepting a transfer to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges as set out in this clause 8 (AMENDMENTS). Should you decide to cancel you must do so within the time shown on your final invoice.
- 7.15 Should the price of your Booking go down due to changes mentioned in this clause 8, then in respect of any refund due will be paid will be deducted any administrative expenses incurred.
- 7.16 It is a condition of this Booking that we can make changes to any aspect of your Booking including but not limited to, changes to the overseas airport, airline, aircraft, ferries, or coaches used, changes to departure/arrival times of less than 12 hours, the withdrawal of certain facilities in the accommodation and/or resort, or a change of hotel to an equivalent or a higher standard. Other changes may include a change of accommodation to that of a lower official classification or standard a change of resort area ; a change of outbound or inbound departure time of 12 or more hours; and a change of UK departure point (except as between Heathrow, Gatwick, Stansted, London Southend or Luton and instances where we offer connecting transportation). If we make any significant change, you will have the rights to accept the changes arrangements or :
- (a) a refund of the Booking price paid (including a refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy); or
 - (b) accepting an alternative travel arrangements from us, where available (we will refund the price difference if the alternative is of lower value).
- 7.17 We will pay the compensation as details below except where the significant change is due to unavoidable and extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 7.18 The period before departure within which a ‘significant change’ is notified to you and the amount payable by way of compensation is:
- 35-70 DAYS £5
 - 14-34 DAYS £10
 - 14 DAYS OR LESS £15
- 7.19 We will not cancel your Booking less than 12 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the deposits and final balance as set out in Clause 4. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

- 7.20 If your Booking is cancelled by us, you can either have a refund of the Booking price paid or accept an alternative tour of a comparable standard from us if we can offer one (we will refund any price difference if the alternative is of a lower value).
- 7.21 In the event a refund is paid to you, we will:
- provide an appropriate refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy; and
 - pay compensation as detailed in this clause 8 except where the cancellation is due to unavoidable and extraordinary circumstances that shall include without limitation the UK Foreign, Commonwealth & Development Office (FCDO) advice against all but essential travel.

8. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 8.1 Except where stated in these Booking Conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations under our Contract with you is prevented, or affected by or you otherwise suffer any damage, loss, or expense of any nature, because of unavoidable and extraordinary circumstances.
- 8.2 In these Booking Conditions unavoidable and extraordinary means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include but shall not be limited to: war (whether actual or threatened), riot, civil strife, terrorist activity or its consequences, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic eruption, epidemics, pandemics, health risks, fire, flood, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion, flight or other travel restrictions imposed by any regulatory authority or other third party, sanctions and any other action or advice from governments in the UK or overseas and all other events situations which are outside of our, or our suppliers' control.
- 8.3 In the event of that the FCDO advises against all but essential travel prior to your departure, or we are unable or prevented from providing or performing our obligations to you, we shall offer you a deferment of your trip to a later date; or an alternative trip (where available); or a refund credit note (subject to ATOL guidelines).
- 8.4 We may be forced to change or terminate your Booking and travel arrangements after your departure, but before the scheduled end of your Booking and travel arrangements because of unavoidable and extraordinary events. In this situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any costs or expenses incurred by you as a result.
- 8.5 We will take reasonable skill and care to properly perform our contractual obligations to you. We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents, or

suppliers in making, performing, or providing, as applicable, the travel arrangements which are subject of the Booking.

- 8.6 We will not be responsible for any injury, illness, death, loss, damage, expense, cost, or other sum or claim of any nature or description whatsoever which results from:
- the acts(s) and/or omission(s) of the person(s) affected or any member(s) of their party; and/or;
 - the act(s) and/or omission(s) of a third party not connected with the provision of the services; or

9. UNAVOIDABLE CIRCUMSTANCES

- 9.1 We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, but shall not be limited to, (i) any additional services or facilities which your accommodation or any other supplier agrees to provide for you where the services or facilities are not advertised on our website as forming part of your tour arrangements and we have not agreed to arrange them as part of our contract and (ii) any activity or excursion you purchase in destination.
- 9.2 The services and facilities included in your Booking will be deemed to be provided with reasonable skill and care if they comply with the laws and applicable standards of the country in which your claim or complaint occurred. This will be the case even if the services or facilities did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.
- 9.3 Where we are found liable for loss of and/or damage to any luggage or personal possessions, (including money), the maximum amount is limited to the excess amount payable under your insurance policy per person affected.
- 9.4 For all claims, except those in Clause 10.3, that do not involve personal injury or death, the maximum amount we will have to pay you is [three times] the price paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 10.5. This maximum amount will only be payable where it is deemed that your group have not received any benefit at all from your Booking.
- 9.5 Where flights, sea, rail and/or hotels are included in your Booking, your journey may be subject to certain conditions of carriage and International Conventions. In addition, you agree that the airline and/or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge and agree that all the terms and conditions contained in those 'Conditions of Carriage' form part of your Contract with us, as well as with the airline and/or transport company. You can ask us to provide you with a copy of any conditions applicable to your journey. The airline's terms and conditions are available on request. Please note that strict time limits may apply for notifying of loss, damage, or delay of luggage to airlines.
- 9.6 In any circumstances in which a carrier is liable to you by virtue of EC Regulation 261/2004 - the Denied Boarding Regulations, any reimbursement, accommodation

and/or refreshments in such cases, is the responsibility of the airline and will not automatically entitle you to a refund of your Booking cost from us. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

- 9.7 When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any supplier or the transport provider or hotelier for any complaint or claim in question.
- 9.8 Where any payment is made, that the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 9.9 We cannot accept any liability for any damage, claim, loss or expense or other sum(s) of any description which (i) did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers; (ii) relate to any other business (including any loss of earnings incurred by anyone who is self-employed); on the basis of the information given to us by you concerning your Booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our Contract with you;

COVID

- 9.10 You acknowledge that any ongoing COVID-19 or other pandemic global crisis will require that we comply with any official guidance from governments or local authorities, both in the UK and in the country where the tour takes place.
- 9.11 We will have no liability for any refunds, compensation, costs, expenses, or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:
- (a) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- (i) Postponing your Booking to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your Booking, such as the flight, as well any increase in cost imposed by other suppliers):
- (ii) If not everyone on the Booking is affected, you will have the right to transfer that place on the Booking to another person nominated by you subject always to the requirements of clause 8.9.

- (iii) Cancelling the Booking in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

9.12 If you fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the tour, or that portion of the tour, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your tour, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

9.13 You also acknowledge that the suppliers providing your travel arrangements and tour, including airlines, hotels, and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of facemasks by staff (and you may be required to wear a facemask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the tour and all measures will be taken with the purpose of securing your safety and those around you.

11 COMPLAINTS

11.1 If you have a complaint about any of the services included in your Booking, you must inform our representative travelling with you or in resort (if applicable) or our Emergency contact (details of which are listed on your itinerary).

11.2 If the complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information.

12 INSURANCE

Comprehensive, adequate, and valid travel insurance is a condition of accepting your Booking and you agree you will have obtained adequate and valid travel insurance effective from the date that you make your Booking.

13 PASSPORTS & VISAS

13.1 Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm the details with the relevant Embassies and/or Consulates on your Booking.

13.2 We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

13.3 You agree to reimburse us in relation to any fines or other losses, costs, or expenses which we incur because of your failure to comply with any passport, visa, immigration requirements or health formalities.

14. HEALTH REQUIREMENTS

14.1 You are responsible for passing on any health requirement information to us in respect of any member of your party.

14.2 If you or any member of your party has any medical problem, disability, or reduced mobility which may affect your Booking, please tell us before you confirm your Booking. If we feel unable to properly accommodate the needs of the person concerned, we must reserve the right to advise against booking a particular tour. We will not be liable for any loss arising from your failure to inform us about any medical problem, disability, reduced mobility, or special need which might affect your enjoyment or participation on your tour.

14.3 We must be informed either at the time of booking, or as soon as possible thereafter, of any guest who is, or becomes, pregnant and who at the time of travelling will be post 28 weeks pregnant. After this point some carriers may refuse travel or will require a relevant medical certificate that confirms the guest has medical approval for flying.

15. SPECIAL REQUESTS

Confirmation that a special request has been noted or passed to a supplier is not confirmation that the request will be met. All special requests are subject to availability. Failure to meet any special request will not be a breach of Contract on our part. Any dietary requests will be passed to the suppliers of services, we are not responsible for the failure of a service provider in meeting the requirement. Tour participants should be in contact with the service provider to ensure dietary requirements are met.

16. CONDUCT AND BEHAVIOUR

16.1 You are responsible for the good conduct of all participants in respect of your Booking, and you warrant that the correct ratio of responsible adults and teachers will be on active duty at all times to ensure that all participants behave well.

16.2 When you book with us, you accept responsibility for any damage or loss caused by any member of your party. Full payment for any such damage or loss must be paid direct at the time to us or to the accommodation owner or manager or other supplier of services to whom loss or damage is caused. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) because of your actions.

16.3 If in our reasonable opinion or in the reasonable opinion of any other person in authority, (for example but not limited to, any airline pilot, coach driver, accommodation owner or manager, or senior member of our staff), you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we reserve the right within our reasonable discretion and without prior notice, to terminate the travel arrangements of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs

incurred because of the termination. We will also seek recovery of any outlay or losses we incur, including our own legal costs.

17. GENERAL

17.1 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

17.2 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.3 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 17.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.5 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the following address [SPECIFY Email address]

17.6 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.7 Governing law.

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

17.8 **Jurisdiction.**

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