

## 1 Introduction and definitions

1.1 These terms and conditions ("Conditions") shall govern the agreement between Solent IT Limited t/a ITC ("us" or "we") and the individual or organisation applying for the provision of the Goods or Services ("you").

1.2 Our office and correspondence address is Unit 20, New Forest Enterprise Centre, Chapel Lane, Totton, Hampshire, SO40 9LA.

1.3 You can contact us by email on [support@itcweb.co.uk](mailto:support@itcweb.co.uk), or telephone +44 (0)23 8024 9820.

1.4 We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.

1.5 These Conditions take precedence if inconsistent with the material on our Website.

1.6 The following have particular meanings in these Conditions:

"Acceptable Use Policy" means our guidelines for acceptable use made available at <http://www.itcweb.co.uk/legal/acceptable-usage-policy/> which may be amended from time to time;

"Agreement" means the General Terms and the Specific Terms applicable to the Services which you have chosen together with the Fair Use Policy and any other documents referred to herein;

"Cancellation Period" means the period in which You may terminate the contract without incurring obligations and/or associated charges as set out under statute;

"Data" includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;

"Goods" means the goods described on the Website and which we agree to sell to you;

"Internet" means the global data network comprising interconnected networks to which we are connected and provide access to you via the Services;

"Minimum Period" means the charges and fees levied by ITC to You for the supply of Services for an initial period of time starting from the Start Date for the relevant ITC Service. These charges apply regardless of whether you terminate the Agreement prior to the expiration of that period and they will continue to accrue and be owed by You for the remainder of the period;

"Personal Data" means Data about any identified or identifiable living person;

"Proposal" means a document prepared by ITC setting out the details, including a cost, of the goods or services to be provided;

"Registry" means either Nominet UK Limited, CentralNIC Limited, Enom Inc or Tucows Inc, or any other domain names registry that we choose to use from time to time;

"Regulations" means the Consumer Protection (Distance Selling) Regulations 2000;

"Services" means the services described on the Website and/or in the Proposal and which we agree to provide to you;

"Start Date" means when either (i) We have sent you confirmation by email that we have activated the Service(s) or (ii) when You first start to use the Service(s), whichever of these happens first; and

"Website" means our web presence at [www.itcweb.co.uk](http://www.itcweb.co.uk) and/or any other domains or sub-domains operated by the company from time to time.

## 2 Changes to these conditions

2.1 We reserve the right on giving prior notice on the Website to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies).

2.2 Any renewal of the Services will in any event be subject to our then current Conditions.

### **3 Your right to cancel**

3.1 This Agreement will not start until We have completed a number of checks including (but not limited to) a credit check and confirming Your identity. If following our checks, We are satisfied that we are able to provide the Service(s) the Agreement will commence on the Start Date, although Our obligations will be subject to clause 5. However, Your obligations to us regarding any Goods will start the day you receive that Goods pursuant to clause 6.

3.2 For the purposes of the Regulations:

3.2.1 The supplier shall be ITC;

3.2.2 The address of the supplier shall be the correspondence address as set out in clause 1.2 above;

3.2.3 Prices on the Website are updated periodically and cannot be guaranteed for any period of time and every effort is made to ensure prices are correct at the point at which the consumer places an order.

3.2.4 Any complaints should be sent in writing to the supplier's correspondence address.

3.3 A consumer will, subject to any exceptions or exclusions set out in the Regulations, be entitled to cancel the Agreement by serving a written notice of cancellation on us at any time during the following Cancellation Periods:

3.3.1 In the case of Goods, within seven working days after the day on which the consumer receives the Goods;

3.3.2 In the case of Services, within seven working days after the date you enter into a contract with us.

3.4 In the event of cancellation by the consumer Goods should be returned to the supplier's correspondence address. The consumer will be liable for the costs of returning such Goods or the costs of the supplier in recovering such Goods unless the consumer has a right to reject the Goods under a term of these Conditions or under statutory right (including any right under the Unfair Terms in Consumer Contract Regulations).

3.5 The consumer will not be entitled to cancel any contract for the supply of Services once the performance of the Services has begun.

3.6 Please note that we begin to perform certain Services, such as registration or renewal of certain domain names and website hosting, within 24 hours after you place your order.

### **4 Security**

4.1 You must:

4.1.1 keep your username(s) and password(s) secure (and we may change these at any time for good reason);

4.1.2 if requested use your username and password when giving instructions (and we are authorized to comply with instructions containing your username and password);

4.1.3 take reasonable steps in respect of matters in your control to minimize any risk of security breaches in connection with the Services;

4.1.4 notify us of any unauthorised access to your account which you believe may affect the overall security of our systems; and

4.1.5 comply with our security checks and authorise us to run automated scanning checks from time to time to help identify possible security vulnerabilities in your hardware and/or software configurations in connection to which Services are supplied. The information visible to us when running these checks is limited to what would be available to any other user on the public internet and these checks are carried out purely with a view to improving your security. Any associated Data visible to us shall be used solely for determining levels of security and shall be handled in accordance with clauses 13 and 14 of these Terms and Conditions.

### **5 Services**

5.1 We will supply the Services with reasonable skill and care.

5.2 However, we do not guarantee:

5.2.1 that the Services will be uninterrupted, secure or error-free; or

5.2.2 that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

5.3 We do not provide a back-up of your Data or guarantee the integrity of your Data; however, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

5.4 We may have to suspend the Services for repair, maintenance or improvement without prior notice. If so, we will restore them as quickly as is reasonably practicable.

5.5 Service level guarantees for hosted services.

5.5.1 Network. We guarantee that our network equipment in our data centers including our firewalls, switches, and routers, will be available 99.9% of the time in a given month, excluding Maintenance. Our network equipment means the network hardware owned by ITC which is located in a 3<sup>rd</sup> party data center, and does not extend beyond the WAN port on our firewall which is connected to a switch port provided by the data center. We will credit your account four per cent (4%) of the monthly fee for each sixty (60) minutes of network downtime, up to one hundred per cent (100%) of your monthly fee for the affected server(s).

5.5.2 Servers. We guarantee that our servers will be available 99.9% of the time in a given month, excluding Maintenance. We will credit your account four per cent (4%) of the monthly fee for each sixty (60) minutes of server downtime, up to one hundred per cent (100%) of your month fee for the affected server(s).

5.5.3 Measurement of Time Periods. For the purpose of determining whether a credit is due, time periods will be measured from the time stamp generated by our ticket system, the time an interruption is recorded on our monitoring system, until network availability is restored or the affected device is powered back on, as applicable. You may open a support ticket to document the start time for a support request or other incident, or if you contact us by telephone to request support, we will open a ticket. If you contact us by phone, there may be a delay between the time of the call and the time we open a ticket.

5.5.4 Limitation on Credits. The maximum total credit for any calendar month for failure to meet Service Level Guarantees under this Agreement, including all guarantees, shall not exceed one hundred per cent (100%) of your monthly recurring fee for the affected Hosted System. Credits that would be available but for this limitation will not be carried forward to future months.

5.5.5 Maintenance. You are not entitled to a credit for downtime or outages resulting from Maintenance. For the purposes of the Service Level Guarantee, Maintenance shall mean:

- a. ITC maintenance windows - modifications or repairs to shared infrastructure, such as core routing or switching infrastructure that we provide notice of at least seventy two (72) hours in advance, that occurs during off peak hours in the time zone where the data centre is located;
- b. Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;
- c. Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or ITC's network.

5.5.6 Extraordinary Events. You are not entitled to a credit for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within our control.

5.5.7 Requests. You must request a credit in writing either via support ticket or by postal mail no later than fourteen (14) days following the occurrence of the event giving rise to the credit. We will contact you within fourteen (14) days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on your monthly invoice following approval.

## **6. Sale of Goods**

### **6.1. Delivery Dates & Payment**

6.1.1. Dates for Delivery and installation are estimated only and cannot be guaranteed.

6.1.2 Payment for Goods supplied by us is pursuant to clause 18.

## 6.2. Risk and Title to Goods

6.2.1 Risk shall pass to you on delivery, but the Goods shall remain our property until such time as full payment has been received.

6.2.2 You must inspect the Goods immediately upon receipt and raise a return under our returns management process by contacting technical support via email or telephone. Damaged or faulty Goods cannot be returned without a valid returns reference number.

## 6.3. Delivery

Once we notify you that the Goods are ready for delivery or tending delivery of the Goods you shall agree to accept delivery of the Goods forthwith. If you fail to give proper instructions (a correct location being the minimum proper instructions) or to accept delivery as aforesaid you shall be deemed liable for all costs incurred by us as a result of such failure which shall become immediately due and payable on demand but such liability shall not affect your obligation to purchase the Goods or our right to damages for breach of such obligation.

## 6.4. Damage to Goods in transit

6.4.1 We shall have no liability in respect of Goods lost or damaged in transit unless and until you note such loss or damage on the delivery receipt and gives notice thereof to us and the carrier within five working days of delivery or shorter period as may be required by the carrier's conditions of carriage.

6.4.2 Our liability in respect of Goods lost or damaged in transit shall be limited to replacing such Goods.

## 6.5. Guarantee and Exclusion of Liability for Goods

6.5.1 Goods supplied by us typically carry a 1 year guarantee provided by the manufacturer, unless otherwise stated.

6.5.2 You shall not be entitled to claim under the guarantee unless the Goods have at all times been stored and used in a proper manner in proper conditions in accordance with any instructions supplied as to their use and with normal practices relating to Goods of the type in question.

6.5.3 You shall give immediate notice to us of any defects in the Goods falling within the guarantee.

6.5.4 Our liability under the guarantee is limited to the replacement of the defective item or to the repair of any defect caused by defective workmanship. We shall not be liable for any loss of profits or damages or expenses occasioned by such defects.

6.5.5 Save as aforesaid we give no guarantee as to the Goods but we will use our best endeavours to secure for you the benefit of any guarantee, warranty or assurance provided by the manufacturer of the Goods.

6.5.6 We shall have no further liability in respect of the Goods or any other defects therein (including liability for negligence) and all conditions and warranties whether express or implied by law as to the quality of the Goods or their fitness for a particular purpose or as to the design, workmanship and manufacture thereof and the materials used therein or as to the validity of patents or licences or otherwise in any way are hereby expressly excluded except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof.

6.5.7 We shall have no liability for any information or advice given in connection with the supply of Goods.

6.5.8 Except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof we shall not be responsible for any injury, damage or loss caused directly or indirectly by the Goods whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise and the customer shall indemnify the Company against any claim ensuing from any such injury damage or loss.

6.5.9 Without prejudice to the generality of the foregoing we shall not be liable for any consequential loss including but not limited to loss of profits.

## 6.6. Sale or Return

Title to any Goods supplied on a 'Sale or Return' basis shall pass to the customer in accordance with Rule 4, Section 18 of the Sale of Goods Act 1979 but the risk in any such Goods shall pass to the customer in accordance with clause 6.2 hereof. You shall be deemed to have purchased any such Goods unless they are received by us within 30 days after delivery to you and at the expiration of such period full payment will become immediately due.

## 6.7. Returns

6.7.1 Where you receive Goods as a Consumer, pursuant to the Distance Selling Regulations, you are required to take reasonable care of Goods you intend to return whilst in your possession.

6.7.2 Where you receive Goods not as a consumer (that is, within the course of a trade or business) no Goods supplied by us shall be accepted for replacement without our prior consent. You must take reasonable care of such Goods whilst in your possession. This does not affect your statutory rights.

## 6.8. Overseas Customers

Unless otherwise agreed with us in writing you shall be responsible for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas.

## 7. Complaints and Dispute Resolution

ITC are committed to providing excellent service and endeavour to deal with any complaint fairly and within a reasonable period of time. However, should a customer remain dissatisfied with any aspect of our service, they are welcomed to contact us whereupon we will do our utmost to resolve the problem as quickly as is reasonably practicable. We operate a complaints procedure to help ensure that any complaints are dealt with efficiently and to your satisfaction.

If you have a problem with the way we have sold, provisioned or delivered the service to you, you should:

In the first instance, telephone us on 023 8024 9820 or write via email to support@itcweb.co.uk. We aim to respond to you within 24 hours. Please ensure you retain the reference number for your conversation. Our customer service staff will do their utmost to successfully resolve any problems at that point. If, however, your problem cannot be resolved during the phone call, we will agree a course of action with you. If you remain unhappy with the way in which your complaint has been handed in the first instance, you may contact the Managing Director via md@itcweb.co.uk mentioning your case reference number. They will respond and aim to resolve your complaint within 48 hours.

## 8. Your obligations

8.1 You must comply with our reasonable instructions and requests concerning the Services.

8.2 You must provide us with up to date contact details of one or two named representatives with whom we are authorised to deal (including email addresses) and promptly notify us of any changes. We rely on this information for various reasons including the transmission of renewal notices and other important information concerning the Services.

8.3 You must comply with our Acceptable Use Policy and bring it to the attention of your authorised users.

8.4 You are responsible for all persons who use your username and password to access the Services, whether authorised or not, unless acting on our behalf.

8.5 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services may be irretrievably damaged or lost if there is a fault or on suspension or termination. You must frequently back-up all such Data that you wish to save.

## 9. Restrictions

9.1 You must refrain from transferring any illegal material or engage in unlawful activities via your use of the Services.

9.2 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.

9.3 You must not make available or upload Data via your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.

9.5 You must not use the Services to send bulk unsolicited commercial emails ("spam").

9.6 You warrant that your use of the Services will not infringe any third party intellectual property or other rights.

9.7 You must not embark on any course of action, whether by use of your website, email or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of connections) without providing us at least seven day's prior notice in writing. If you give notice or we otherwise become aware of such disproportionate use we may:

9.7.1 move your service to a dedicated service and charge our then current rate as detailed on our Website; or

9.7.2 terminate some or all of the Services forthwith.

## **10. Content of your website**

10.1 It is your responsibility to ensure that "Content" (meaning Data placed on our servers by you or on your behalf or third party data facilitated by you, for example, chat rooms or discussion groups) is "server-ready" (including virus free) and will function satisfactorily.

10.2 You bear sole responsibility for all Content. We do not, and are not obliged to, check Content. Our rights to remove and take other steps in relation to Data are without prejudice to this sub-clause 10.2.

## **11. Registration of domain names**

11.1 You are bound by all present and future applicable terms and conditions of the relevant Registry. These are available at <http://www.itcweb.co.uk/legal/registryterms>.

11.2 You hereby grant us the authority to act as your agent in relation to the registration of your domain name with a Registry.

11.3 Domain names that are not renewed will be cancelled.

11.4 With respect to renewal of domain names, we will:

11.4.1 notify you of any renewal notices received by us; and

11.4.2 use our reasonable endeavours to renew domain names which by the renewal date you have specifically asked us in writing to renew.

11.5 In any circumstance where You are registering a domain for a third party, You agree that you must (in advance):

11.5.1 have the authority to bind that entity as a principal to all terms and conditions of the relevant Registry; and

11.5.2 provide and maintain the name, mailing address, and email address of the third party in order to comply with Registry requirements; and

11.5.3 register the domain name in Your customer's name. You may only register the domain name in Your name with the explicit prior written consent of Your customer.

11.6 There is no charge for the transfer of your domain name to another Internet service provider. However you agree that we do not have to transfer your domain names to a new Internet service provider until you have paid all outstanding debts to us.

## **12. Email security**

12.1 If you subscribe to our email protection services (e.g. virus or spam filtering) we will use our reasonable endeavours to detect and, if appropriate, filter all viruses and other unwanted email identified from time to time when attached to incoming or outgoing emails (as subscribed), however, we cannot guarantee a 100% accuracy in our virus or filtering systems.

### **13. Data**

13.1 We may access, copy, preserve, disclose, remove, suspend or delete any Data:

13.1.1 if we are required to do so by applicable law or competent authority; or

13.1.2 for the purposes of registration of domain names with a Registry; or

13.1.3 if it is otherwise permitted under these Conditions; or

13.1.4 if such Data is prohibited under these Conditions.

### **14. Personal Data**

14.1 We will process your Personal Data only in compliance with our privacy policy, which is available at <http://www.itcweb.co.uk/legal/privacy-policy/>

14.2 You consent to such processing and confirm that you have shown our privacy policy to, and obtained similar consent from, any third party individuals whose Personal Data you have supplied to us and will continue to do so in the future.

#### **14.2. 1. Data Retention**

This section makes reference to, and should be read alongside, our Privacy Policy.

All Personal Data is retained and otherwise handled in a manner fully compliant with principle 5 of the Data Protection Act 1998.

#### **14.2.2 Personal Data which is retained by ITC**

14.2.2.1 In relation to general services provided by ITC, We store billing & account related data in order to allow us to operate your account.

14.2.2.2 In relation to web hosting Services provided by ITC, We store home directories and web logs.

14.2.2.3 In relation to email Services provided by ITC, We store POP3 / IMAP mailboxes, exchange mailboxes, mail logs and stale mailboxes - a stale mailbox being one where You have deleted the mailbox from the Control Panel but the emails and files remain on disk.

#### **14.2.3 Period of retention of Personal Data**

14.2.3.1 Billing & account data is kept for the duration of your time as a customer, and as long as necessary thereafter to satisfy taxation record requirements.

14.2.3.2 In the case of email Services, mail logs will be kept for a period of not more than 90 days.

14.2.3.3 In the case of web hosting Services, web logs are deposited each night in customer home directories, the extent being determined by the confines of normal user quotas.

### **15. Limitation of liability**

15.1 Nothing in these Conditions in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.

15.2 Our liability in contract, tort (including negligence) or otherwise in connection with these Conditions for any one event or a series of events is limited to the price of the Goods, or 100% of the payment we received from you for the Services in the 12 months before the event(s) complained of.

15.3 In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:

15.3.1 economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);

15.3.2 loss of goodwill or reputation;

15.3.3 special, indirect or consequential loss; or

15.3.4 damage to or loss of Data.

15.4 We have no liability for goods and services provided by third parties.

15.5 To the extent allowed by law, we exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

## **16. Indemnity**

16.1 You will indemnify us against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to your registration of or use of your domain names, the use of the Goods, your use of the Services or breach by you of these Conditions.

## **17. Payment**

17.1 You must pay the fees (together with VAT and any applicable taxes) specified on our Website and/or in the Proposal when you order Goods or order or renew any Services.

17.2 Payment for Goods may be made:

17.2.1 by BACS or direct debit; and

17.2.2 in advance or, if we agree to credit terms, within 14 days of our invoice.

17.3 Payment for the Services may be made:

17.3.1 monthly by direct debit; and

17.3.2 annually by BACS or direct debit; and

17.3.3 in advance or, if we agree to credit terms, within 14 days of our invoice.

17.4 We do not accept payment by Cash, Cheque, or Debit/Credit Card.

17.5 Payment must be made without deduction or set-off.

17.6 All fees are non refundable unless otherwise stated.

17.7 All fees remain payable where we suspend the Services in accordance with these Conditions.

17.8 We may impose a credit limit on your account and/or require a deposit as security for paying bills.

17.9 For the avoidance of doubt, Services purchased which are subject to advanced payment (as clearly described in the Proposal and/or on the relevant product page of the Website) and are not cancelled within the Cancellation Period are not refundable and associated monies shall be used by Us to discharge our administrative expenses arising out of the termination of the Agreement.

17.10 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

## **18. Duration and termination**

18.1 All Services paid for either annually or monthly will be subject to initial contract periods of 12 months or 30 days respectively, and shall continue thereafter on a rolling basis unless and until terminated in accordance with clause 18.2 and 18.3.

18.2 Subject to clause 18.1, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice.

18.3 We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:

18.3.1 if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;

18.3.2 if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or

18.3.3 if we are required to do so by a competent or regulatory authority.

18.4 On termination of this agreement or suspension of Services for any reason:

18.4.1 we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or we may destroy any such Data;

18.4.2 all licenses granted by us to you will terminate;

18.4.3 any fees due remain payable and, if already paid, will be non-refundable unless you have cancelled this agreement in accordance with clause 3.1;

18.4.4 your accrued rights and liabilities will be unaffected.

## **19. Confidentiality**

19.1 We both agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential.

19.2 This clause does not apply to Data which:

19.2.1 enters the public domain other than through breach of this clause;

19.2.2 is or becomes independently known to the receiving party free from any confidentiality restriction;

19.2.3 is required to be disclosed by applicable law or competent authority;

19.2.4 is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;

19.2.5 is reasonably disclosed to professional advisers; or

19.2.6 we are otherwise permitted to disclose in accordance with these Conditions.

## **20. Notices**

20.1 You should send any notices under these Conditions to the correspondence address or email address given at the top of these Conditions.

20.2 We shall send any notices in accordance with the most recent contact information which you have provided to us.

20.3 Notices may be sent by hand, recorded delivery, or email and shall be deemed to be received:

20.3.1 by hand - when delivered provided handed to a senior employee;

20.3.2 recorded delivery - five days after posting;

20.3.3 email - on the day sent unless the contrary is proved.

## **21. General**

21.1 These Conditions represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations (unless fraudulent) and you acknowledge that that no reliance is placed on any representation made but not embodied in these Conditions, save for those made fraudulently. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of any third party you may use to apply for our Services.

21.2 If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.

21.3 You may not assign these Conditions or subcontract or resell any of the Services without our prior written consent. We may assign these Conditions or subcontract any of the Services.

21.4 We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond our reasonable control, including but not limited to failure of any communications, telecommunications or computer system.

21.5 No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.

21.6 The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.

21.7 Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between us.

## **22. Choice of law**

22.1 This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England & Wales.