



TERMS AND CONDITIONS

Last updated 14 February 2024

1. Who we are

1.1 Sustainabli+ is a Membership programme from Willow Alexander Ltd (“we”, “us”, or “our”, “Sustainabli+”) and we are committed to caring for our planet.

1.2 Sustainabli+ refers to our lifestyle Membership programme on the Thoroughly Modern Housekeeper website (thoroughlymodernhousekeeper.co.uk), including its subdomains and any other website and applications for mobile or tablet through which we make our Services and Subscriptions available (including any Application Programme Interfaces (API)).

1.3 Whenever we say “us” we mean Sustainabli+ and whenever we say “you” then we’re referring to a “user” or “member” of Sustainabli+.

1.4 Sustainabli+ is owned and operated by Willow Alexander Ltd, a privately owned company incorporated in England & Wales (company number 12120829) whose registered office is at Parker House 5 Powerscroft Road, Sidcup, England, DA14 5DT.

1.5 Questions, complaints and comments regarding our Terms and Conditions, purchases or Subscriptions should be emailed to us at hello@sustainabliplus.co.uk

2. Our Agreement

2.1 These Terms apply to all Orders for the supply of Membership, unless otherwise agreed in writing. They apply to the exclusion of any other terms that the User seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 As a User you accept these Terms when you click the box to indicate that you have read and understood their content, or otherwise agreed in writing. You must read and accept these Terms before you are able to sign up for a Membership to access the Platform and receive the Services. If you do not accept these Terms, you will not be able to access the Platform or receive the Services.

2.3 Reference to “**you**” means reference to you as a User of the Services, in whatever capacity (whether as a customer or other).

3. Definitions

3.1 “**Membership**” means an account set up by a User allowing access to our Platform and Services.

3.2 “**Agreement**” means the legally binding agreement between you and us, which consists of each Order you make, our [Privacy Policy](#) and these Terms.

3.3 “**Fee(s)**” means the Subscription fees for Sustainabli+ charged by the Thoroughly Modern Housekeeper, payable on a recurring monthly basis, as specified in the Order.

3.4 “**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights and rights in data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

3.5 “**Order**” means an order submitted by a User on the Platform, setting out the Services to be provided by us subject to these Terms (“**Ordered**” shall have the same meaning).

3.6 “**Outputs**” means any or all reports, data, information, works or materials obtained by the User through use of the Platform and/or Services.

3.7 “**Payment Provider(s)**” means approved third-party payment providers including, but not limited to WooPayments, Stripe Inc. and PayPal, which we use to facilitate payments from Users.

3.8 “**Services**” means the provision of the service specified in the applicable Order, for example, the Sustainabli+ Eco Fund and exclusive discounts to carefully selected third party suppliers.

3.9. “**Climate Impact**” is what we call the impact we have by way of our Services and Subscriptions: compensating your carbon footprint (projects that reduce or negate the greenhouse gasses impact from your own carbon footprint) and funding eco projects.

3.10 “**Terms**” means these terms and conditions for purchasing Services via the Platform, as amended from time to time.

3.11 “**User(s)**” means a company or individual in direct receipt of the Services under this Agreement.

3.12 “**User Content**” means any commercial or proprietary data which is uploaded or otherwise submitted to the Platform directly by the User.

3.13 “**Virus**” means any device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3.14 “**Working Day**” means a day (other than a Saturday, Sunday or public holiday in England) when the banks in London are ordinarily open for business.

3.15 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

3.16 A reference to **writing** or **written** includes email.

4. Creating a Membership account

4.1 In order to access our Platform and Services, you must accept these Terms. We can refuse the creation of your Membership account, or access to our Services, for any legitimate reason

4.2 When creating a Membership account, the User must enter specific information when prompted. You must give us correct information and keep it regularly updated. You will also need to create a password to finalise your Membership account and you must keep your password safe and confidential, as you are responsible for anything that happens with your Membership account using this password. Let us know immediately if your password is lost or stolen. If you believe your password has been stolen, we recommend changing it as soon as possible.

4.3 If you are an individual registering for a Membership account, you must be at least 18 years old, resident in the United Kingdom, and have the right, authority and capacity to abide by these Terms. You accept that you’ll only use our Services for personal use and you’ll only make purchases on behalf of yourself. You’re also agreeing that the card you pay with is yours (i.e. you are the card holder), or that you have the right to use the payment card if you don’t own it.

4.4 If you wish to create a business Membership account, please contact the Sustainabli+ team on hello@sustainabliplus.co.uk who will facilitate the creation of your business Membership account.

4.5 You acknowledge that if your Membership is a business account, none of the consumer rights contained in these Terms will apply to you. These Terms and Conditions will be incorporated in any additional contract with us.

5. Placing an Order

5.1 The Services available for purchase are set out in the Platform. Please follow the onscreen prompts to place the Order on the Platform. Orders may only be submitted using the method set out on the Platform.

5.2 Our order process allows Users to check and amend any errors before submitting the Order to us. Please check the Order carefully before confirming it. The User is responsible for ensuring that the Order is complete and accurate.

5.3 After an Order has been placed, we will automatically notify the User via the Platform and/or by email acknowledging that it has been received and is being processed.

5.4 If we are unable to supply the Services for any reason, we will inform the User of this by notification through the Platform and/or by email and we will not process the Order.

6. Our Services

6.1 Our Carbon Offsetting Subscriptions – Climate Impact

6.1.1 Sustainabli+ puts in the effort to choose the best Climate Impact projects, details of these projects and certification can be found on our website and referred to in paragraph 8. Sustainabli+ Eco Fund.

6.2 Discounted Services

6.2.1 As a member of Sustainabli+ you can purchase discounted products with free UK shipping from the Thoroughly Modern Housekeeper online shop.

6.2.2 Through the website thoroughlymodernhousekeeper.co.uk and any (future) Sustainabli+ iOS and Android mobile applications (we will call these, our “apps”), you can book at preferential rates for Home & Garden Services with Willow Alexander. The booked Service will be subject to the terms and conditions of each Willow Alexander service.

6.3 We shall supply the Services to the User in accordance with the applicable Order and this Agreement. In supplying the Services, we shall:

6.3.1 perform the Services with reasonable care and skill; and

6.3.2 use reasonable endeavours to perform the Services in accordance with the service description set out in the applicable Order

7. User obligations

7.1 The User shall:

7.1.1 ensure that the terms of its Orders are complete and accurate;

7.1.2 co-operate with us in all matters relating to the Services; and

7.1.3 provide, in a timely manner, such information as we may reasonably require, including User Content (where applicable) and ensure that it is accurate and complete in all material respects.

7.2 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission of the User, its agents, subcontractors, consultants or employees, we shall:

7.2.1 be entitled to suspend performance of the Services;

7.2.2 not be liable for any costs, charges or losses sustained or incurred by the User that arise directly or indirectly from such prevention or delay; and

7.2.3 be entitled to recover any additional costs, charges or losses we sustain or incur that arises directly or indirectly from such prevention or delay.

8. Sustainability+ Eco Fund

8.1 A pre-determined proportion of your monthly subscription is set aside and placed into an Eco Fund from which we purchase carbon credits to support projects around the world that serve to offset the collective amount of our members, based on the daily carbon emissions of an average consumer.

8.2 The percentage contribution to the Eco Fund has been calculated based on an analysis of the average emissions per capita for the UK including Defra, Climate Watch Data, The Fifth Carbon Budget and WWF. We have opted to follow the WWF's emission target for 2020 of 10.51T per person per year. This is based on a 2016 UK average of 12.19T being reduced at a linear rate to achieve net zero in 2045 and assumes the UK per capita footprint follows the same trajectory as the UK Climate Change Committee's Balanced Net Zero Pathway. The target will be reviewed annually.

8.3 All carbon offsetting projects that are selected are certified by recognised programmes including VER (Verified Emission Reductions), VCS (Verified Carbon Standard) and CER (Certified Emission Reduction). These projects contribute to achieving the UN's Sustainable Development Goals through decarbonisation, education, employment, conservation and clean water.

8.4 Our Eco Fund will be operated with full transparency with 100% of the fund being invested in relevant projects. Details are available on our website through monthly and annual reporting along with information of the projects that have been selected.

9. Fees & Payment

9.1 All purchases are executed by our third-party payment services provider under their terms of service which will be made accessible to you prior to every purchase.

9.2 The payment methods available from our third-party payment services provider will be indicated at the time of purchase.

9.3 We store your payment card details only for the purpose of enabling monthly Subscription payments. These are processed on our trusted third-party payment services provider.

9.4 All payments are in GBP by our third-party payment services provider.

9.5 If the User fails to make any payment due under this Agreement by the due date for payment, then, without limiting our remedies under clause 17 (Termination):

9.5.1 For business Users, interest shall be paid on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The User shall pay the interest together with the overdue amount; and

9.5.2 For all individual Users, we will suspend access to the Services until payment can be made in full.

9.6 We may increase the Fees for our subscription offerings at any time. If you are an existing subscriber, and changes will take effect during your subscription term, we will provide 30 days written notice to you of any changes to the Fees. For non-subscription marketplace products, we reserve the right to change our Fees without notice.

10. Content

10.1 Unless where otherwise specified or clearly recognisable, all content provided by us and available on the website is owned by us or the authors as cited.

10.2 The User shall own all right, title and interest in and to all User Content and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the User Content.

10.3 The User shall indemnify and hold harmless Sustainability+ from and against all losses, damages, liabilities and claims, arising from or in relation to any third-party claims that the processing and use of the User Content in accordance with this Agreement infringes any third-party Intellectual Property Rights.

10.4 The User grants to Sustainability+ a non-exclusive, worldwide, perpetual licence to use the User Content and other data information, reports, works, and materials relating to the use of the Services by the User for the purpose of improving the Services and the Platform (or either of them).

10.5 Through Sustainabli+, Users may have access to external resources provided by third parties. Users acknowledge and accept that Sustainabli+ has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

11. Intellectual property rights

11.1 All Intellectual Property Rights in and to the Platform, the Services and the Outputs (if applicable), shall belong to and remain vested in (or automatically upon creation shall vest in), Sustainabli+. Except for the licence granted to the User in clause 11.2, nothing in this Agreement grants to the User or any other person any rights to or in any Intellectual Property Rights in the Platform or the Services.

11.2 Subject to the User paying the Fees when due and complying with this Agreement, we hereby grant to the User a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to access and use the Platform and the Outputs solely for the purposes of receiving our Services during the term of the Agreement.

11.3 To the extent that your use of the Platform results in any modifications, adaptations, developments, or any derivative works of or to the Platform or the Services ("**Improvements**"), any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by us.

11.4 Your right to use the Platform is personal to you and you are not allowed to give this right to any other person. Unless expressly permitted by us, you agree:

11.4.1 not to copy, or attempt to copy the Platform;

11.4.2 not to give or sell or otherwise make available the Platform to anybody else;

11.4.3 not to change, edit, modify or attempt to change, edit or modify the Platform in any way; and

11.4.4 not to look for or access the underlying code of the Platform that we have not expressly published publicly for general use.

11.5 We shall indemnify you against any third party claim that the use of the Platform in accordance with this Agreement infringes any third party Intellectual Property Right and shall indemnify you against any amounts awarded against you in judgment or settlement of such claims, provided that: (i) you give us prompt notice of such claim; (ii) you provide us with reasonable cooperation in the defence and settlement of such claim, at our expense; (iii) we have sole authority to defend or settle the claim; and (iv) you make no admission of liability or fault itself or on behalf of us.

11.6 In the defence or settlement of any claim pursuant to clause 11.5 above, we may, at our option and expense, either: (i) procure for the User the right to continue using the Platform in the manner contemplated by this Agreement; (ii) replace or modify the Platform so that it becomes non-infringing; or (iii) terminate this Agreement immediately by providing written notice to the User, without liability to the User.

11.7 Through the Platform, Users may have access to external resources provided by third parties. Users acknowledge and accept that we have no control over such resources and are therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

12. Personal Data

12.1 We will use your personal information only in accordance with our Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use our Platform. By using our Services and Subscriptions, you consent to the collection and use of your personal information as set forth in the Privacy Policy which is available on the website. You should be aware that your data may be transferred, processed and stored outside of your country, and that your data may be subject to disclosure as required by applicable law.

12.2 For details of how a Payment Provider may use your personal information, you should refer to their respective privacy policies.

13. Liability

13.1 We do not warrant that the:

13.1.1 User's use of the Services will be uninterrupted or error-free;

13.1.2 Services, Outputs and/or any other information obtained by the User through the Services will meet the User's requirements; or

13.1.3 Use of the Sustainabli+ Platform will be Virus free. In the unlikely event of disruption to the Platform security all users will be alerted as soon as possible with as much information as known at the time.

13.2 The User acknowledges that (i) the Outputs rely upon information and data provided by the User or obtained by us on behalf of the User and third party information and information which is dynamic in nature and may fluctuate over time, and (ii) we shall not be responsible, and (to the extent permitted by law) we exclude all liability in relation to, all such information.

13.3 The User assumes sole responsibility for the Outputs and any information or results obtained from use of the Platform and Services, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information or data provided to us or obtained by third parties. No other party is entitled to rely on the Outputs, information or results produced by the User through its use of the Platform and Services for any purpose whatsoever.

13.4 The User assumes all risk of loss incurred or sustained by it arising from reliance on the Services and the Outputs, including with respect to applicable law and regulations. The User is solely responsible for ensuring that the Outputs of the Services used for any reporting purposes are used and reported in accordance with all applicable laws and regulations.

13.5 Nothing in this clause 14 or any other term of this Agreement shall exclude or limit either party's liability for:

13.5.1 death or personal injury caused by the negligence of its personnel, agents or subcontractors in connection with the performance of their duties hereunder;

13.5.2 fraud or fraudulent misrepresentation; or

13.5.3 any liability that cannot be excluded by applicable laws.

13.6 In no event shall either party be liable to the other party in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profit, business or revenue, failure to realise anticipated savings or benefits, loss of goodwill, loss of opportunity, wasted management or staff time, or for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.

13.7 In no event shall either party be liable to the other party in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profit, business or revenue, failure to realise anticipated savings or benefits, loss of goodwill, loss of opportunity, wasted management or staff time, or for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.

14. Corporate Membership Service

14.1 If you are a company then we will classify you as a Business User of our Corporate Membership Service. A Business User is any company that has 1) purchased a twelve (12) month subscription with Sustainabli+ for designated employees as a personal subscription 2) a Sustainabli+ corporate profile, 3) has not breached any of our Terms and Conditions, and 4) is not making unsubstantiated claims to deceive consumers into believing that their products or business are environmentally friendly ("greenwashing").

14.2 For as long as you fulfil and maintain the conditions above for being a Business User, then we grant you a non-exclusive right to use certain materials ("Sustainabli+ Materials") which shall include but not be limited to trademarks and logos.

14.3 We retain all intellectual property rights (for the avoidance of doubt, including and not limited to, copyright and moral rights) in all Sustainabli+ Materials. We grant to our Business Users a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Sustainabli+ Materials solely for the purpose of and to the minimum extent necessary for receiving and using the Services. We reserve the right to terminate such licence at any time subject to the terms of any additional contract.

15. Closing your account

15.1 Users can terminate their account and stop using the Service at any time by going to their Membership page on the Sustainabli+ dashboard, and selecting "Cancel Subscription". The cancellation of your subscription cannot be reversed. Account closures will take effect on the next monthly renewal of subscription after subscription cancellation. Users can resubscribe after the last paid subscription period ends.

15.2 Upon subscription cancellation and account closure, Sustainabli+ benefits will no longer be available and the Sustainabli+ service booking account will revert to a Willow Alexander branded account to support service bookings at the normal rate. Willow Alexander will send an email with details of how to claim the account.

15.3 Consumer cancellation rights – does not apply to Business Users

15.3.1 You have 14 days from the date of your Order confirmation (referred to at clause 5.3) to change your mind and cancel your Order.

15.3.2 To cancel your Order, please email us at hello@sustainabliplus.co.uk. To help us process your cancellation more quickly, please include the date of your Order, the Service purchased and your name in the email you send to us.

15.3.3 We will provide you with a refund of Fees paid as soon as possible and no later than 14 days after the day on which you told us that you want to cancel. We will issue your refund to the same payment method you used when you placed your Order.

15.3.4 If you are a business User, payment obligations are non-cancellable and we will not be required to refund Fees under any circumstances, except as explicitly set out under this Agreement.

16. Termination by Sustainabli+

16.1 Without affecting any other right or remedy available to it, we may suspend the performance of the Services, suspend access to your Account, or terminate this Agreement with immediate effect by giving written notice to the User:

16.1.1 if we decide to discontinue the Platform and/or Service;

16.1.2 if the User commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fail to remedy that breach within 30 Working Days of being notified in writing of the breach (or such additional cure period as the non-defaulting party may authorise);

16.1.3 if the User fails to pay any amount due under the Agreement on the due date for payment;

16.1.4 if any corporate voluntary arrangement or other composition with creditors is made by the User or a petition for winding up is filed by or against the User or the User enters into voluntary liquidation or a receiver, administrative receiver, administrator or similar officer is appointed to take charge of all or a substantial part of the User's property or if the User takes or suffers any analogous procedure under applicable law; or

16.1.5 at our discretion and without reason, for example, where the User is guilty of substantial and unremediated misleading environmental claims, such that amount to greenwashing.

16.2 We can also end our agreement with you and your use of the Platform and Services at any time without giving you a reason by giving you at least 30 days' notice.

17. Consequences of termination

17.1 On termination or expiry of this Agreement for any reason the User shall immediately pay to us all of our outstanding unpaid Fees and any interest.

17.2 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

17.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. Confidentiality

18.1 Each party will keep confidential all information supplied by the other party which is marked or asserted as confidential at the time of its disclosure, and shall not without the prior written consent of the other party use, or make any copies, or disclose to any third party the confidential information for any purpose whatsoever except for the purposes permitted or envisaged under this Agreement and only to the extent necessary for those purposes, and each shall inform its employees and contractors of their duty of confidentiality.

18.2 The obligations of confidentiality shall not extend to any part of the confidential information which:

18.2.1 is already known to the recipient prior to its disclosure by the discloser;

18.2.2 is lawfully received by the recipient from a third party;

18.2.3 is published at the date of such disclosure or subsequently through no fault of the recipient;

18.2.4 is independently developed by the receiving party without recourse to the confidential information; or

18.2.5 is required to be disclosed by law to the extent of such required disclosure.

18.3 Each party gives the other its consent to publicise the fact that the parties have a business relationship, but not to disclose the terms of this Agreement except that the parties may individually or jointly make public announcements or press releases about the collaboration, subject to prior approval by both parties.

19. Acceptance and Amendment of Terms and Conditions

19.1 By using our Services, you're agreeing that:

19.1.1 you've received these Terms and Conditions in a way that you can understand clearly;

19.1.2 you accept the most recent version fully;

19.1.3 you're committed to paying for the Services you purchase; and

19.1.4 you understand that by accepting the Terms and Conditions a Contract is formed

19.2 Transfer or assignment of membership or benefits. You may not transfer or assign your membership or benefits including promotion codes, to any third-party User.

19.3 We may amend these Terms from time to time. We may, in the following circumstances, have to change the Terms without telling you beforehand:

19.3.1 to reflect changes in laws and regulatory requirements which apply to the Platform and Services, where such changes require us to change the Terms in a manner which does not allow us to give reasonable notice to you; and

19.3.2 to address an unforeseen and imminent danger related to defending Sustainabli+, or Users from fraud, malware, spam, data breaches or other cybersecurity risks.

19.3.3 We may also make other changes to any part of the Terms, and we will give you reasonable notice of such changes by placing a notice on our Platform or by sending you an email.

19.3.4 You should check our Terms often to stay informed of any changes that may affect you. You will need to accept the changes to the updated Terms in order to continue to use our Platform and Services.

20. Miscellaneous

20.1 Assignment and other dealings Neither party may assign, subcontract, sublicense or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.

20.2 Force Majeure. For the purposes of this Agreement a “Force Majeure Event” shall mean any circumstance not within a party’s reasonable control including, without limitation, acts of God, flood, storm, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, including without limitation imposing restrictions on travel and health warnings, fire, explosion or accident. We shall not be responsible for failure to fulfil its obligations hereunder due to a Force Majeure Event that directly or indirectly delays or prevents its timely performance hereunder, including but not limited to any Force Majeure Event that affects a Project. Dates or times by which we are required to render performance under this Agreement shall be postponed automatically to the extent that we are delayed or prevented from meeting them by such causes. If the Force Majeure Event prevents, hinders or delays our performance of its obligations for a continuous period of more than 30 days, we may terminate this Agreement by giving 30 days’ written notice to the User.

20.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.4 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

20.5 Third party rights. No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

20.6 Entire Agreement. Subject to any bespoke agreement that is agreed between the parties in writing (which shall take precedence over this Agreement), this Agreement 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. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.7 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.8 Notices. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a User) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address specified by the other party; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax or email, one Working Day after transmission. The provisions of this section shall not apply to the service of any proceedings or other documents in any legal action.

20.9 Governing Law and Jurisdiction. The construction, validity and performance of the Agreement shall be governed in all respects by English law, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.