Terms and Conditions

1 These terms

1.1 **What these terms cover**. These are the terms and conditions on which we provide you with access to and use of our website (www.teamspincity.com) ("**our site**") and the content on our site, including (but not limited to) training materials, videos and articles ("**our services**").

1.2 **Why you should read them**. Please read these terms carefully before you access or use our services. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- you are an individual; and
- you are buying our services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 **If you are a business customer this is our entire agreement with you**. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase of our services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.

1.5 **If you are a business customer, you may request that we provide our services to someone who works for you**. If you are a business customer, you can request that we make the services available directly to someone who works for you ("**Authorised Instructor**"), through their individual subscription. You must request this in writing to us and provide us with the Authorised Instructor's name and relevant details of their existing account (such as the email address they have used to set up their account). If you make such request and we provide services directly to that Authorised Instructor, our contract will remain with you as the business customer and will not transfer to the Authorised Instructor.

1.6 **Authorised Instructor's access to the services**. If you are a business customer and you have nominated an Authorised Instructor to receive our services, under clause 1.5 above, you can request that we stop providing the services to that Authorised Instructor at any time by contacting us in writing. We will respond within a reasonable time to let you know if we can do this.

1.7 **Indemnity if we provide our services to an Authorised Instructor.** You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim by an Authorised Instructor where we have complied with the request from you to stop providing services to that person.

2 Information about us and how to contact us

2.1 **Who we are**. We are Spin City Aerial Fitness Ltd, a company registered in England and Wales. Our company registration number is 07151121 and our registered office is at The Old Schoolhouse, 75a Jacobs Wells Road, Clifton, Bristol, BS8 1DJ. Our registered VAT number is 200442767

2.2 **How to contact us**. You can call us on 07866490876 or write to us at Spin City Post, PO Box 344, Wallingford, OX10 1FD or by email to spincityaerialfitness@gmail.com.

2.3 **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you purchased your subscription.

2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

3.1 **Your subscription.** You can purchase a subscription for our services on our site.

3.2 **How we will accept your subscription**. When you purchase a subscription for our services, you or your Authorised Instructor (as applicable), will receive an email confirmation of your subscription from us, at which point a contract will come into existence between you and us.

3.3 **If we cannot accept your subscription**. If we are unable to accept your subscription purchase, we will inform you or your Authorised Instructor of this and will not charge you for the services to which you have subscribed. This might be (but is not limited to) because we cannot authorise your payment or because there has been an error in the price or description of the services.

4 Providing our services

4.1 **When we will provide our services**. Our services will be made available to you or your Authorised Instructor (as applicable) as soon as we have accepted your subscription purchase. Our services are provided on a subscription basis. Your subscription will automatically renew at the end of the relevant term for the duration of your most recent subscription term unless and until you cancel your subscription in accordance with these terms.

4.2 **We are not responsible for delays outside our control**. If the provision of our services is delayed by an event outside our control then we will use reasonable endeavours to contact you or your Authorised Instructor (as applicable) as soon as possible to let you know and we will take steps to minimise the effect of the delay where possible. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any of our services you have paid for but not received.

4.3 **What will happen if you do not give required information to us**. We may need certain information from you or your Authorised Instructor (as applicable) so that we can supply our services to you. If so, this will have been stated in the description of our services on our site. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying our services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.4 **Reasons we may suspend the provision of our services to you**. We may have to suspend the provision of our services to:

4.4.1 deal with technical problems or make minor technical changes;

4.4.2 update our services to reflect changes in relevant laws and regulatory requirements; or

4.4.3 make changes to our services as requested by you or notified by us to you (see clause 7).

4.5 **Your rights if we suspend the provision of our services**. We will contact you or your Authorised Instructor (as applicable) in advance to tell you that we will be suspending the provision of our services, unless the problem is urgent or an emergency. If we have to suspend our services for longer than 24 hours in any 48 hour period we will adjust the price so that you do not pay for our services while they are suspended. You may contact us to end the contract for our services if we suspend it, or tell you we

are going to suspend it, in each case for a period of more than 48 hours and we will refund any sums you have paid in advance for our services in respect of the period after you end the contract.

4.6 **We may also suspend provision of our services if you do not pay**. If you do not pay us for our services when you are supposed to (see clause 9.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend the provision of our services to you or your Authorised Instructor (as applicable) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the provision of our services. We will not suspend our services where you dispute the unpaid invoice (see clause 9.6). As well as suspending our services we can also charge you interest on your overdue payments (see clause 9.5).

5 Your use of our services

5.1 You may purchase a subscription for our services for your own individual use, or for an Authorised Instructor to use on your behalf.

5.2 You acknowledge and confirm that:

5.2.1 our services are intended for use by qualified instructors to continue their professional development and must not be used as a primary learning source; and

5.2.2 our services do not constitute a training course or a primary learning source, and do not contribute towards any certification (as described in clause 5.4.1 below, or otherwise).

5.3 Before accessing and using our services, you acknowledge and confirm that you or your Authorised Instructors (as applicable):

5.3.1 are:

(a) certified aerial fitness instructors;

(b) certified pole fitness instructors; and / or

(c) certified fitness instructors for any other relevant discipline (as appropriate);

5.3.2 will not use our services as a primary learning source;

5.3.3 will only use our services as instructed; and

5.3.4 will only use our services to carry out and teach activities for which you or your Authorised Instructors (as appropriate) are certified.

5.4 We will not be responsible for any loss or injury suffered as a result of any misuse of our services by you or your Authorised Instructors (as applicable).

5.5 Where you or your Authorised Instructors (as applicable) attempt to replicate any movements or exercises demonstrated or explained as part of our services, you acknowledge and agree that:

5.5.1 you are responsible for ensuring that you or your Authorised Instructors (as applicable) are in an appropriate physical condition to carry out any such movements and exercises. We recommend that you or your Authorised Instructors (as applicable) seek advice from a healthcare professional before undertaking any such movements or exercises. We are not responsible for any loss or damage that you or your Authorised Instructors (as applicable) may suffer as a result of any failure to do so;

5.5.2 any equipment you or your Authorised Instructors (as applicable) use is professionally recognised and installed and will be used alongside appropriate safety equipment;

5.5.3 you or your Authorised Instructors (as applicable) will only choose our services which are of an appropriate level for your or your Authorised Instructors' (as applicable) skills and abilities;

5.5.4 you or your Authorised Instructors (as applicable) will only use our services to the extent that any such use and any related activities are covered by your relevant insurance policy or policies (as appropriate); and

5.5.5 you or your Authorised Instructors (as applicable) will be accompanied by a competent spotter at all times.

5.6 Where our services require prior knowledge or experience of a particular movement or exercise, we would recommend that you or your authorised instructors (as applicable) obtain the necessary training or instruction before attempting the particular movement or exercise.

6 Your rights to make changes

If you wish to make a change to the subscription you have purchased, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We will not generally accept changes requested more than one month after the subscription commences.

7 Our rights to make changes

7.1 **Minor changes to the services**. We may change our services:

7.1.1 to reflect changes in relevant laws and regulatory requirements; and

7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.

These changes will not affect your use of our services.

7.2 **More significant changes to our services**. In addition, we may make more significant changes to our services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

8 Use of our site

8.1 We may update and change our site from time to time. We will try to give you reasonable notice of any major changes.

8.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted.

8.3 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

8.4 **You must keep your account details safe**

8.4.1 If you or your Authorised Instructors (as applicable) choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you or your Authorised Instructors (as applicable) must treat such information as confidential. You or your Authorised Instructors (as applicable) must not disclose it to any third party.

8.4.2 We have the right to disable any user identification code or password, whether chosen by you or your Authorised Instructors (as applicable) or allocated by us, at any time, if in our reasonable opinion you or your Authorised Instructors (as applicable) have failed to comply with any of the provisions of these terms and conditions.

8.4.3 If you know or suspect that anyone other than you or your Authorised Instructors (as applicable) knows your user identification codes or passwords, you must promptly notify us at spincityaerialfitness@gmail.com.

8.5 How you may use material on our site

8.5.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

8.5.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

8.5.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.5.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

8.6 We are not responsible for websites we link to. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you or your authorised instructors (as applicable) may obtain from them. We have no control over the contents of those sites or resources.

8.7 Prohibited uses

8.7.1 You or your Authorised Instructors (as applicable) may use our site only for lawful purposes. You or your Authorised Instructors (as applicable) may not use our site:

(a) In any way that breaches any applicable local, national or international law or regulation.

(b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

(c) For the purpose of harming or attempting to harm minors in any way.

(d) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

8.7.2 You also agree (and will procure that any authorised users agree):

(a) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms.

(b) Not to access without authority, interfere with, damage or disrupt:

(i) any part of our site;

(ii) any equipment or network on which our site is stored;

(iii) any software used in the provision of our site; or

(iv) any equipment or network or software owned or used by any third party.

8.8 We are not responsible for viruses and you must not introduce them

8.8.1 We do not guarantee that our site will be secure or free from bugs or viruses.

8.8.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

8.8.3 You or your Authorised Instructors (as applicable) must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You or your Authorised Instructors (as applicable) must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You or your Authorised Instructors (as applicable) must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right, or the right of your Authorised Instructors (as applicable), to use our site will cease immediately.

8.9 **Linking to our site.** You or your Authorised Instructors (as applicable) must not frame our site on any other site, link to any part of our site or make any use of content on our site without our prior written consent.

8.10 **Breach of this clause 8**

8.10.1 When we consider that a breach of this clause 8 has occurred, we may take such action as we deem appropriate.

8.10.2 Failure to comply with this clause 8 may result in our taking all or any of the following actions:

(a) Immediate, temporary or permanent withdrawal of your right, or the right of your authorised instructors (as applicable), to use our site.

(b) Issue of a warning to you.

(c) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

(d) Further legal action against you.

(e) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

9 Price and payment

9.1 **Where to find the price for our services**. Our services are provided on a subscription basis. The price of our services (which includes VAT) will be the price indicated on the order pages when you purchased your subscription. We take all reasonable care to ensure that the price of our services advised to you is correct. However please see clause 9.3 for what happens if we discover an error in the price of the services you have purchased.

9.2 **We will pass on changes in the rate of VAT**. If the rate of VAT changes between your purchase date and the date we provide the services to you, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

9.3 **What happens if we got the price wrong**. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your purchase so that, where the correct price of the services at your purchase date is less than our stated price at your purchase date, we will charge the lower amount. If the correct price of the services at your purchase date is higher than the price stated to you, we will contact you for your instructions before we accept your purchase.

9.4 **When you must pay and how you must pay**. We accept payment through PayPal. The first payment will be due when you purchase your subscription. Thereafter, payments will be due at the intervals specified in the subscription plan chosen by you. Your subscription will automatically renew at the end

of your current subscription term for the duration of your most recent subscription term at the then current price rates unless and until you cancel your subscription in accordance with these terms.

9.5 **We can charge interest if you pay late**. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.6 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know using the contact details set out in clause 2.2. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

10 Your rights to end the contract

10.1 **Ending the contract at any time**. Subject to clause 10.4, if you want to end your contract with us at any time, just contact us to let us know. If you are a monthly subscriber, you will need to give us at least one full months' written notice to end the contract. For example, if you make monthly payments on the 3rd day of each months and you give us written notice to end the contract on 10 March, your contract will end on 2 May.

If you are an annual subscriber, you will also need to give us at least one months' written notice to end your contract. Any paid for but unused subscription expiry of that notice will be refunded to you on a pro-rata basis.

10.2 **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason set out at clauses 10.2.1 to 10.2.5 below, the contract will end immediately and we will refund you in full for any services which has not been provided and you may also be entitled to compensation. The reasons are:

10.2.1 we have told you about an upcoming change to the services which you do not agree to (see clause 7.2);

10.2.2 we have told you about an error in the price or description of the services you have purchased and you do not wish to proceed;

10.2.3 there is a risk that the provision of our services may be significantly delayed because of events outside our control;

10.2.4 we have suspended provision of our services for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than 48 hours; or

10.2.5 you have a legal right to end the contract because of something we have done wrong.

10.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013)**. If you are a consumer then you may have a legal right to change your mind within 14 days and receive a refund.

10.4 **How long do consumers have to change their minds?** If you are a consumer, you have 14 days after the day we email you to confirm we accept your subscription purchase in accordance with clause 3.2. We will only start providing the services to you during that 14 day period if you expressly request that we do so. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

11 How to end the contract with us (including if you are a consumer who has changed their mind)

11.1 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:

11.1.1 **Phone or email**. Call us on 07866490876 or email us at spincityaerialfitness@gmail.com. Please provide your name, home address, details of the subscription and, where available, your phone number and email address.

11.1.2 **By post**. Write to us at Spin City Post, PO Box 344, Wallingford, OX10 1FD, including details of your subscription and your name and address.

11.2 **How we will refund you**. If you are entitled to a refund under these terms we will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

11.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind**. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of our services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

11.4 **When your refund will be made**. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

12 Our rights to end the contract

12.1 **We may end the contract if you break it**. We may end the contract at any time by writing to you if:

12.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or

12.1.3 you or your Authorised Instructor are in material breach of any provisions of these terms and conditions, including (but not limited to) clause 8.

12.2 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3 **We may withdraw the services**. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 30 days in advance of our stopping the provision of the services and will refund any sums you have paid in advance for services which will not be provided.

13 If there is a problem with the services

How to tell us about problems. If you have any questions or complaints about our services, please contact us. You can call us on 07866490876 or write to us at Spin City Post, PO Box 344, Wallingford, OX10 1FD or by email to spincityaerialfitness@gmail.com.

14 Our responsibility for loss or damage suffered by you if you are a consumer

14.1 **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

14.3 **We are not liable for business losses**. If you are a consumer we only provide the services to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

15 Our responsibility for loss or damage suffered by you if you are a business

15.1 Nothing in these terms shall limit or exclude our liability for:

15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Subject to clause 15.1:

15.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(a) any loss of profits, sales, business or revenue;

(b) business interruption;

(c) loss of anticipated savings;

(d) loss of business opportunity, goodwill or reputation; or

(e) any indirect or consequential loss arising under or in connection with any contract between us; and

15.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £3200.

15.3 If we provide services to an Authorised Instructor and we breach our obligations under this contract then we shall only have a liability to you in respect of such breach and you will defend, indemnify and hold us harmless against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim which an Authorised Instructor may make directly against us in respect of our services.

15.3.1

16 How we may use your personal information

16.1 For the purposes of these terms, "**Data Protection Legislation"** means:

(a) the Data Protection Act 2018:

(b) unless and until the General Data Protection Regulation (*(EU) 2016/679*) ("**GDPR**") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then

(c) any successor legislation to the GDPR or the Data Protection Act 2018,

and "**data controller**", "**data processor**", "**personal data**" and "**data subject**" shall each have the meanings as defined in the Data Protection Legislation.

Consumers

16.2 If you are a consumer, we will only use your personal information as set out in our privacy policy www.teamspincity.com/privacypolicy

Business Customers

16.3 If you are a business customer and we process any personal data on your behalf when performing our obligations under our contract with you, you acknowledge that you will be the data controller and we will be the data processor for the purposes of the Data Protection Legislation. We may process personal data on your behalf including names and email addresses in order to fulfil our obligations under these terms and our contract with you. We will only process such personal data for as long as is necessary to comply with our obligations under these terms and the contract.

16.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.5 Without prejudice to the generality of clause 16.4, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the contract.

16.6 Without prejudice to the generality of clause 16.4, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under these terms and the contract:

16.6.1 process that personal data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process personal data ("**Applicable Laws"**). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

16.6.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

16.6.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

16.6.4 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

16.6.5 notify you without undue delay on becoming aware of a personal data breach;

16.6.6 at your written direction, delete or return personal data and copies thereof to you on termination of the contract unless required by Applicable Law to store the personal data; and

16.6.7 maintain complete and accurate records and information to demonstrate our compliance with this clause 16.

16.7 You consent to us appointing third-party processors of personal data under our contract with you, provided that we notify you of the identity of any such third-party processors prior to their appointment and provided that we inform you of any intended changes concerning the addition or replacement of any such third-party processors. We confirm that we have entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to

those set out in this clause. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us.

16.8 You consent to us transferring personal data outside of the European Economic Area for the purposes of our contract with you.

16.9 We may at any time revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme.

16.10 If you are a business customer, you shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your failure to comply with this clause 16.

17 Other important terms

17.1 **We may transfer these terms and condition to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

17.2 **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

17.6 **Which laws apply to this contract and where you may bring legal proceedings**. Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.