

Terms of Business Agreement

Please read this document carefully. It sets out the terms on which we agree to act for you, our client, and contains details of our regulatory and legal responsibilities. If you are unsure about any aspect of these terms or have any questions regarding our relationship with you, please contact us immediately. By doing business with us you agree to do so on the terms of this document unless we both agree otherwise.

This document replaces any previous version you may have had.

DEFINITIONS

In these conditions, the following definitions apply:

Adviser: means PIB Employee Benefits Limited, incorporated and registered in England and Wales with company number 02026964 whose registered office is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. We are an independent intermediary specialising in the consultancy and placement of pension, protection and healthcare insurance products and services. The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. PIB Employee Benefits Limited is authorised and regulated by the Financial Conduct Authority. Our FCA Firm Reference Number is 300198. These details can be verified by visiting the Financial Services Register at <https://register/fca.org.uk> or by contacting the FCA on 0800 111 6768. Also known as 'our/us/we' in this document.

For the avoidance of doubt, this Terms of Business Agreement and the Conditions stated within shall continue to apply if, in the event that, the our name changes. If the our Company Registration Number or FCA Firm Reference Number changes, we will tell you.

Please note that we do offer services/products that are not regulated by the Financial Conduct Authority. Where this applies, this will be clear on documentation issued during the sales journey.

Agreed Services: has the meaning given to it in the Letter of Engagement.

Adviser Materials: all materials and data supplied to the you by the us.

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

Client: means the you referred to in the "Letter of Engagement". Also known as 'you/your' in this document.

Contract: the contract between you and us for the products and services we supply to you covered by this Terms of Business.

Commencement Date: means the date of the "Letter of Engagement".

Data Protection Legislation: the Data Protection Act 2018 as amended, extended, re-enacted or consolidated from time to time.

Employee: means your employees in relation to the products and services.

Fees: means the fees set out in the "Agreed Services" payable to us by you for the supply of the products and services and paid to us directly by either; you or the relevant product provider as a direct fee, facilitated fee or by way of commission.

Intellectual Property Rights: copyright and related rights, patents, trademarks, service marks, trade, business and domain names, design rights, know how, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and all or any other intellectual or industrial property rights whether registered or unregistered subsisting in any part of the world.

Letter of Engagement: means the letter of engagement between you and us documenting the basis of the relationship under which we provide products and services to you.

Product Providers: the providers of employee benefit products and/or insurers of, company pension schemes and insurances.

Relevant Documentation: all such information as we deem reasonably necessary to facilitate the provision of the products and services.

Services: means the product and services as set out in the Agreed Services and Remuneration section of the Letter of Engagement document.

Term: means the period from the Commencement Date and shall continue on an open-ended basis until terminated earlier in accordance with clause 11.

1. BASIS OF CONTRACT

THIS AGREEMENT is made on the Commencement Date between us and you for the provision of the Services in consideration of the Fees in accordance with these conditions.

These conditions apply to this Terms of Business Agreement to the exclusion of any other terms which are implied by trade, custom, practice or course of dealing.

Each party will comply with any applicable laws, regulations and conditions governing this Terms of Business Agreement or the activities envisaged by this Terms of Business Agreement.

This agreement shall become effective between both parties when cover is affected or when the Letter of Engagement is signed and supersedes all previous agreements whether oral or written.

2. OUR SERVICE TO YOU

We will, using reasonable efforts, provide the products and services to you on and subject to the terms of this Terms of Business and within such a timescale as may be agreed between you and us in writing.

We will make a personal recommendation for you regarding the insurance you are looking for after we have assessed your needs. Where we are not able to give a personal recommendation, we may still be able to offer products that are consistent with your requirements. We may ask you some questions in order to do this but this does not mean that we are making a recommendation and you will then need to make your own choice on how to proceed. Where we are not offering a personal recommendation, we will tell you.

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums, we do not offer advice in relation to this, but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

3. THE CAPACITY IN WHICH WE ARE ACTING

We are subject to the law of agency; which imposes various duties on us and as an independent employee benefits and insurance intermediary, we usually act as your agent. However, in certain circumstances we may

act for and owe duties of care to other parties. We will tell you if this occurs so you will be aware of any possible conflict(s) of interest. For each policy we place, we will tell you beforehand the capacity in which we are acting.

4. MARKET SELECTION

Before we place your products and services, we will tell you how widely we have searched the market(s) available to us.

The widest search is called a 'fair and personal analysis', but if we have only been able to carry out a more limited search, we will provide you with a list of the Product Providers with whom we conduct business. If we have approached or deal with only one Product Providers for a product or service, we will tell you. Unless we tell you otherwise we are not under any contractual obligation to conduct business exclusively with one or more Product Providers.

To assess the product that most suits your needs, we may use another intermediary to help place the business and we will tell you when this is the case.

5. YOUR OBLIGATIONS

5.1. You shall:

- 5.1.1. Co-operate with us in all matters relating to the products and services, and comply with all our reasonable instructions;
- 5.1.2. Provide us with all Relevant Documentation and information and ensure that it is accurate in all material respects, as required by us to carry out the products and services;
- 5.1.3. Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the products and services in all cases before the date on which the Services are to start;
- 5.1.4. Nominate a suitably skilled and experienced Employee to be available as often as reasonably practicable to liaise with us in relation to the products and services;
- 5.1.5. Be responsible for providing complete and accurate information to insurers when taking out an insurance policy, throughout the period of insurance and when the policy is renewed. You must ensure that all statements that are made are full and accurate.
- 5.1.6. Before taking out an insurance policy or renewing an existing policy(ies) you are required to present the risk in a fair manner, including but not limited to disclosing information about you, other directors, senior managers, the firm, details of what you want to insurance, previous claims and other information, which you know or ought to know. This includes carrying out a reasonable search and consulting with all senior managers together with anyone who has particular knowledge about the Services set out in the Agreed Services and Remuneration section of the Letter of Engagement.
- 5.1.7. This means that before you tell us to go ahead and arrange your policy(ies), you must disclose to insurers anything that might influence a Product Provider in:
 - fixing the cost;
 - setting the terms; or
 - determining whether they would take the risk.

If you are uncertain whether anything should be disclosed, you should disclose it.

- 5.1.8. A senior manager is anyone who pay a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. If unable to

provide full information you must give sufficient information to put a Product Provider on notice that they need to make further enquiries in order to reveal material circumstances.

- 5.1.9. If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This could mean that they retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers' may vary their response dependent upon what would have happened if you had complied with your obligations, however this is dependent on the insurers involved; and
 - 5.1.10. Comply with the terms and conditions of the insurance policy as failure to do so could result in the policy being cancelled and/or in a claim or claims not being paid. When a policy is issued, we strongly advise you to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you purchased.
- 5.2. You acknowledge that the products and services are solely for the purpose of advising you and may not be used by any other party, or for any other purpose.

6. CHARGES AND PAYMENT

- 6.1. The price for the products and services shall be the Fees set out in the Agreed Services and Remuneration section of the Letter of Engagement.
- 6.2. Where you are required to pay the Fees to us, we will request payment from you as set out in the Agreed Services and Remuneration section of the Letter of Engagement.
- 6.3. All amounts payable by you under the Terms of Business Agreement are exclusive amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Terms of Business Agreement by us to you, upon receipt of a valid VAT invoice from us, you will pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of Services.
- 6.4. Where other taxes are due, these will be confirmed on our documentation to you.
- 6.5. The Fees are due to be paid within 30 days (or as agreed with you in writing) of the payment request to our bank account as notified to you in writing. For the avoidance of doubt, the Fees are due and payable even if you do not proceed with our advice, recommendations or financial product.
- 6.6. Without prejudice to any other right or remedy that it may have under this Terms of Business Agreement, if you fails to pay us any amount payable on the due date for such payment, we will charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate at that time of Barclays Bank plc, whether before or after any judgment and you will pay the interest immediately on demand and suspend any further provisions of the products and services until payment has been made in full.
- 6.7. All sums payable to us are due on its termination. This clause 6.7 is without prejudice to any right to claim for interest under the law, or under this clause 6.
- 6.8. We will retain any commission and fees earned for the full policy period. This will apply even if the Terms of Business Agreement is terminated for any reason or you choose to appoint another intermediary in our place.

7. OUR EARNINGS

In performing the products and services, we may pay or receive fees, commissions, or non-monetary benefits to or from PIB group companies, banks, Product Providers or other third parties where permitted by the FCA.

Our earnings may also include, but are not limited to, payments from the insurer/Product Provider or Service Provider based on our overall account with that firm. We will tell you how we are paid for arranging your products/services in the quotation, new business and renewal documentation we provide to you. You can ask us at any time for information about our earnings.

8. INTELLECTUAL PROPERTY RIGHTS

In respect of any patents, trademarks or copyright that belong to us or another person/firm that is not you, you cannot use those patents, trademarks or copyright unless we confirm this to you in writing. All our materials are our exclusive property.

9. LIMITATIONS OF LIABILITY

- 9.1. Nothing in these Conditions limits, restrict or exclude the liability of either you or us for:
 - 9.1.1. Death or personal injury caused by the negligence of that party; or
 - 9.1.2. For any loss, damage or other liability arising out of either party's fraudulent or criminal acts, statements or omissions.
- 9.2. Subject to clause 9.1, we shall not be liable to you whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any indirect or consequential loss, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss, howsoever caused arising out of or in connection with this Terms of Business Agreement.
- 9.3. Our total liability for losses suffered by you as a direct consequence of our negligent performance of our services shall be limited to £1,000,000.
- 9.4. In respect of any other claim arising out of our performance or non-performance of the products and services hereunder our liability shall be limited to the amount of commission and Fees which we have received for providing the products and services during the 12 months prior to such claim arising.
- 9.5. Except in the event of our negligence, wilful default or fraud, you agree to indemnify us for all losses, damages, costs or expenses incurred by us in properly performing our obligations stated in this Terms of Business Agreement including, for the avoidance of doubt, any loss suffered as a result of any report or advice prepared by us on your behalf which you request us to disclose to third parties or any loss, damages, costs or expenses incurred by us as a result of inaccurate, incorrect or incomplete data provided by you or third parties on your behalf.

10. TERM AND TERMINATION

The products and services will be provided by us to you during the Term.

Either party may cancel this Terms of Business Agreement by giving the other party 3 months prior written notice. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, you will be given notice in accordance with the terms of the insurance policy(ies). We will continue to fulfil any outstanding regulatory responsibilities to you following termination of this Terms of Business Agreement.

11. CANCELLATION

Commercial customers must refer to the documentation from the Product Provider for information regarding the terms of cancellation of the policy/service. Please note the following:

- 11.1. Your contract may include a cancellation clause, please note: a number of insurers will only accept cover on a 'deposit' premium basis and some policies may be non-refundable in the event of cancellation.
- 11.2. Where this does not apply, insurers may only return a proportionate return of the premium and you may be charged an admin fee to cancel. Please refer to documentation from the insurer for more details. Our commission and/or Fee's will not be returnable.

In the event that you fail to pay the premium by the due date, the insurance may be cancelled by us, or the Product and Service Providers giving notice of cancellation.

If you pay by instalments, the amount you have paid before the cancellation date may not cover total amount due up to the date of cancellation. If that is the case, you will be liable to pay the amount owing up to the date of cancellation.

If you wish to cancel your policy(ies) please contact us and/or the Insurer.

12. CONFIDENTIALITY

Both parties agree to keep all information provided by each other confidential except where either party is required by law or by order of the court to disclose it. You do authorise us to use the information as follows:

- 12.1. disclosure of such information to insurers and their agents for the purposes of:
 - 12.1.1. obtaining insurance quotations for you
 - 12.1.2. placing insurance on your behalf; and
 - 12.1.3. all other matters relating to your insurances, including making claims
- 12.2. share such information with our own insurers and professional advisors on terms that preserve confidentiality.

However, either party are not bound to keep any information confidential where it is or becomes in the public domain, it was already known to either party or becomes known to either party independently permission being granted to disclose such information.

13. DATA PROTECTION

- 13.1. We are registered with The Information Commissioners Office in the UK. Each party undertakes to comply with the most current Data Protection Legislation and regulations in all dealings with personal data. We will keep all personal information secure and encrypted.
- 13.2. Our Data Protection Officer's contact details are: Data Protection Officer, PIB Group Limited, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Email: dpo@pib-insurance.com
- 13.3. We are a data controller and collect personal data (as defined in the Data Protection Legislation) for use by PIB Group Limited and subsidiary companies. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between us. In addition, special categories of personal data such as data about health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.
- 13.4. If you provide personal data to us relating to Employees or any other person (data subjects), you must ensure that the data subject understands how their personal data will be used and that you are authorised to disclose it to us.
- 13.5. Personal data may be passed on to insurance service providers, claim management companies, pension providers, and employee benefit providers to fulfil the contract or service. Where we are providing insurance services, more information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available on-line here: <https://www.pibgroup.co.uk/core-uses>
- 13.6. We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if we arrange finance for payments of Fees, the companies we engage with may perform a credit check. This may happen at inception and each year when Fees are invoiced.
- 13.7. If you ask us to obtain insurance or services for yourselves or your Employees outside of the United Kingdom or European Union, you and the data subjects accept that personal data

- associated with the request will be covered only by local data protection law and will not be covered by United Kingdom or European data protection regulations.
- 13.8. We may use personal data for other similar purposes, including marketing and communications, but that will only occur if we have consent or another legal justification for doing so. You and the data subject have the right at any time to stop us from making contact for marketing purposes.
 - 13.9. We may monitor and/or record telephone calls.
 - 13.10. The data subject has the right to request access to any of their personal data we may hold. If any of that information is incorrect, the data subject can request that we correct it. If we are not using information correctly, the data subject can request that we stop using it or that we delete it completely.
 - 13.11. The data subject can make a request to see what personal data of theirs we hold. The data subject should address the request to our Data Protection Officer using the details above.
 - 13.12. We will comply with the data subject and your reporting obligations in the Data Protection Legislation including the reporting of breaches, regulatory communication, and data subject access requests.
 - 13.13. Where we have asked for consent to use personal data, you and the data subject has the right to withdraw that consent at any time. If consent is withdrawn, we will stop using the personal data where legally possible. Any processing undertaken before withdrawal remains valid and lawful.

Our latest privacy notice is always available on our Group website: <https://www.pibgroup.co.uk/privacy-policy>. It explains:

- how we use and look after your personal data
- who we share it with; and
- what data protection rights you have.

Please ask if you would like a copy posted to you.

14. COMPLAINTS

We take all complaints seriously. If you are not satisfied with the service received from your Product Provider, please follow the complaints procedure set out by your Product Provider in your policy documents. If the complaint is regarding our service, please contact us in any of the following ways:

- in person
- by telephone, email or in writing using the contact information stated on the documentation accompanying this Terms of Business
- by email to complaints@pib-insurance.com

We will acknowledge your complaint promptly in writing.

We aim to investigate your complaint and respond to you within 8 weeks. Specific types of UK commercial customers may be eligible to contact the Financial Ombudsman Services (FOS). Details of the type of customers who can ask FOS to review their complaint can be found on their website www.financial-ombudsman.org.uk. We will give you details in our response of how you can ask FOS to review your complaint, if applicable.

Please ask us if you would like a copy of our complaint procedures.

15. THE FINANCIAL SERVICES AND COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of

insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS and can be found on their website www.fscs.org.uk. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

16. COMPLIANCE WITH RELEVANT REQUIREMENTS

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not. You are responsible for your compliance with applicable laws. If we suffer financial loss because of your failure to adhere to applicable laws we may pursue damages to the extent of the loss. Our failure or delay in enforcing (in full or in part) any provision of this Terms of Business Agreement will not be construed as a waiver of any of our rights under this Terms of Business Agreement.

17. MONEY LAUNDERING/PROCEEDS OF CRIME

If we suspect criminal offences such as money laundering or terrorist financing, we must report this to the National Crime Agency. These reports are confidential, and we will not tell you if they have been made. Claims payments will only be made to you, the insured parties, or those entitled to receive them.

18. OTHER SERVICES

We endeavour to provide professional insurance and employee benefits advice and product services. However, our advice and service under this Terms of Business Agreement does not take into account any advice outside the scope of the agreed products and services.

We may provide additional products and services to you as detailed in the Letter of Engagement:

- Discount Portal
- Benefit Portal
- Employee Assistance Programme
- Group Health Screening
- Private GP Service
- Occupational Health

Please note: These products do not form part of the FCA regulated products and are provided as an additional service. These products are not covered by the Financial Ombudsman Service.

19. SETTING SUMS INSURED, POLICY ESTIMATES AND INDEMNITY VALUES

It is always your responsibility to tell us (or your insurer) the sums insured and/or indemnity values and/or policy estimates you want to have for your policy(ies). This is because insurers will rely on this information when deciding on the policy terms and premiums to apply to your policy. If you are underinsured, or have mis-stated policy estimates, insurers may not pay a claim in full or in part.

20. SANCTIONS AND/OR EMBARGOES

If sanctions and/or embargoes are imposed by Governments, and/or banks choose not to handle payments in respect of various countries or persons, this may restrict the provision of insurance cover, the products and services that can be provided or payments under such cover.

It is everyone's responsibility to comply with sanctions legislation, and we expect you to comply with the requirements of any sanctions legislation that may apply to you.

We expect you to fully disclose any exposure they are aware of, or that you become aware of relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, following from the above, we may have to:

- advise you that our bank(s) have chosen not to handle payments relating to your transaction which will prevent the provision of cover and related products and services;
- suspend any payments until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will use reasonable efforts to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

21. FORCE MAJEURE

Neither party shall be in breach of this Terms of Business Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

22. THE CRIMINAL FINANCES ACT 2017

We do not tolerate tax evasion, bribery, fraud, corruption, money laundering, terrorist financing or any other financial crimes. If a company fails to prevent the facilitation of tax evasion, this is an offence under the Criminal Finances Act 2017 (CFA).

Our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other financial crimes. The CFA puts responsibility on all companies to comply with this legislation, and we expect all commercial customers to comply with the requirements of the CFA.

23. LIABILITY OF OUR DIRECTORS, OFFICERS OR EMPLOYEES

You agree not to make any claim personally against any employee, director or officer arising out of the work and Services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out in clause 9.

24. SECURITY OF PRODUCT PROVIDERS

We will endeavour to check the financial security of all Product Providers by using industry rating agencies information where available however we cannot guarantee the future solvency of any product provider we place business with.

25. INSTRUCTIONS

We will use reasonable endeavours to act in accordance with your reasonable instructions. If we are not able or it is not possible to achieve what you want we will tell you. You may instruct us by e-mail, by telephone or during face-to-face meetings. However, you can only rely on us having received your instructions if we have acknowledged them in writing. We reserve the right to refuse your instructions but, we will tell you if this is the case. We use email for most written communications. Such communications are not completely secure and may spread harmful viruses. Please tell us if you would prefer us not to use e-mail and we will use another means of communication with you.

Our office hours are Monday to Friday, 9.00am to 5.00pm GMT. The office is not open for business on statutory ('Bank') holidays. There may be a delay in responding to instructions if they are received outside of office hours. We does not issue receipts or acknowledgements unless specifically requested by you in writing.

26. CLAIMS

In the event of an incident which could give rise to a claim you must tell the insurer and/or us as soon as possible. If you do not, your Product Provider and/or insurer may refuse to deal with your claim or reduce the amount that you may receive from them.

We also suggest that in respect of Group Risk policies, including death in service, income protection and critical illness, claims should also be notified to us. Claims for Private Medical Insurance should be notified directly to the insurer.

Your policy may also be subject to claims notification conditions and/or warranties. If you fail to comply with these it may mean a claim will not be paid. Therefore in the event of an incident that may give rise to a claim please also refer to the policy wording to check for such conditions or warranties.

Unless agreed otherwise, we will help you to submit any claims to the insurer and obtain settlement insurers. We do not accept liability for any unpaid claims amounts if an insurer becomes insolvent or delays making settlement.

We may charge you a fee for our claims service when we act as your agent. If we intend to do this, we will discuss this with you before you incur any liability to pay us.

27. RENEWAL OF YOUR POLICY

We aim, in good time before renewal, to provide you with renewal terms or to tell you that renewal is not being invited. We will also include with your renewal terms:

- any statement of changes to the terms of the policy
- a statement of any changes to any information required under relevant law,
- a statement of price
- information about cancellation.

If before the renewal date, we do not receive your instructions to renew prior to the renewal date, or you do not notify us that you do not wish to renew the policy(ies), we reserve the right to:

- renew the policy on your behalf (we are not obligated to do so), but if we do, you may be liable to make payment to us or to the insurers.
- Continue to accept payment, if you pay by instalments

28. ASSIGNMENT AND OTHER DEALINGS

We may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this Terms of Business Agreement.

You may not assign, transfer, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Term of Business Agreement without our the prior written consent.

29. NOTICES

Any notice or other communication given to a party under or in connection with this Terms of Business Agreement shall be in writing, addressed to that party at its registered office (if it is a company) 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 in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

30. ENTIRE AGREEMENT

These Terms together with any document expressly referred to in it contains the entire contract between the parties. You should contact us immediately for questions on these terms.

31. SEVERABILITY

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

32. WAIVER

Your rights and our rights under these Terms of Business may be waived, only if specifically agreed in writing by you and us.

33. NO PARTNERSHIP OR AGENCY

Nothing in this Terms of Business Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

34. THIRD PARTIES

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

35. VARIATION

Except as set out in these Conditions, no variation of this Terms of Business Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.

36. GOVERNING LAW & JURISDICTION

This Terms of Business Agreement shall be governed by, and construed in accordance with English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.