**GENERAL TERMS AND CONDITIONS OF SUPPLY OF MOBILE APPLICATION SOFTWARE SERVICES**

**TRIPAID LIMITED**

BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE “REJECT” BUTTON BELOW.

**AGREED TERMS**

We Tripaid Limited of Pear Tree House, Station Road, Foggathorpe, Selby YO8 6PS license you to use:

1. Tripaid (version updated from time to time) mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it.
2. The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 25 (LIMITATION OF LIABILITY).**

**1. ABOUT US**

**1.1** **Company details.** Tripaid Limited (CRN: 12200875) (**we** and **us**) is a company registered in England and Wales and our registered office is at Pear Tree House, Station Road, Foggathorpe, Selby, YO8 6PS. Our main trading address is at Pear Tree House, Station Road, Foggathorpe, Selby, YO8 6PS. Our VAT number is VAT NUMBER 322843710. We operate the website www.tripaid.co.uk.

**1.2**  **Contacting us.** To contact us telephone our customer service team at 01757 288654 or e-mail info@tripaid.co.uk. How to give us formal notice of any matter under the Contract is set out in Clause 13.2.

**2.**  **OUR CONTRACT WITH YOU**

**2.1**  **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.2**  **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

**2.3**  **Language.** These Terms and the Contract are made only in the English language.

**2.4**  **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

**3.**  **PLACING AN ORDER AND ITS ACCEPTANCE**

**3.1**  **Placing your order.** Please follow the onscreen prompts to place an order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

**3.2**  **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

**3.3**  **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in [Clause 3.4](#bookmark=id.2et92p0).

**3.4**  **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence for a minimum period of 12 months from the Commencement Date and will renew automatically on each subsequent anniversary of the Commencement Date subject to any cancellation request in accordance with Clause 4. The Contract will relate only to those Services confirmed in the Order Confirmation and prior to each anniversary you will receive a notice of auto-renewal from us (the “**Renewal Notice**”)

**3.5**  **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

**4.**  **CANCELLING YOUR ORDER AND OBTAINING A REFUND**

**4.1** The Contract is on an annual subscription service basis and will run for 12 months from the date you submit an order as provided for at Clause 3.1.You may cancel the Contract if you notify us as set out in [Clause 4.2](#bookmark=id.1t3h5sf) within 28 days of your receipt of the Renewal Notice..

**4.2**  To cancel the Contract, you must email us at sales@tripaid.co.uk or contact our Customer Services team by telephone on 01757 288654 or by post to Pear Tree House, Station Road, Foggathorpe, Selby YO8 6PS. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

**5.**  **OUR SERVICES**

**5.1**  **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

**5.2**  **Compliance with specification**. Subject to our right to amend the specification (see [Clause 5.3](#bookmark=id.26in1rg)) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

**5.3**  **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

**5.4**  **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

**5.5**  **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

**6.**  **YOUR OBLIGATIONS**

**6.1**  It is your responsibility to ensure that:

**(a)**  the terms of your order are complete and accurate;

**(b)**  you co-operate with us in all matters relating to the Services;

**(c)**  you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

**(d)**  you obtain and maintain all necessary licences, permissions and consents including a parental consent (the **Parent Consent**) which may be required for the Services before the date on which the Services are to start;

**(e)**  you comply with all applicable laws, including health and safety laws;

**6.2**  If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in [Clause](#bookmark=id.1ksv4uv) 6.1 (**Your Default**):

**(a)**  we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under Clause 27 (Termination);

**(b)**  we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

**(c)**  it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

**7.**  **SERVICES USING ENGLISH LAW**

**7.1** Our Subscription Terms and the accompanying Memorandum of Understanding and/or Subscription Proposal shall be interpreted and governed by the laws of England.

**8.**  **CHARGES**

**8.1** In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this [Clause 8](#bookmark=id.44sinio).

**8.2** The Charges are the prices quoted on our site at the time you submit your order.

**8.3** If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

**8.4** We use our best efforts to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see [Clause 8.7](#bookmark=id.3j2qqm3) for what happens if we discover an error in the price of the Services you ordered.

**8.5**  We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date to our discretion the first such increase shall take effect on the first anniversary of the Commencement Date.

**8.6** Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

**8.7** It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

**9.**  **HOW TO PAY**

**9.1** Payment for the Services is in advance. We will take your payment upon acceptance of your order and will take subsequent payments annually in advance of each anniversary.

**9.2** You can pay for the Services using a debit card, credit card or bank transfer.

**9.3**  All amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**10.**  **COMPLAINTS**

If a problem arises or you are dissatisfied with the Services, you must make contact with us to notify us of a complaint.

**11.**  **INTELLECTUAL PROPERTY RIGHTS**

**11.1** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

**11.2** We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this [Clause 11.2](#bookmark=id.1ci93xb).

**11.3** You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

**12. OPERATING SYSTEM REQUIREMENTS**

**12.1** This app requires a smart phone using iOS or Android operating system

**12.2** You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third party charges as may arise and you accept responsibility for such charges. If you are not the bill payer for the Device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

**13. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

**13.1 Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at www.tripaid.co.uk

**13.2 Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at info@tripaid.co.uk or call them on 01757 288654.

**13.3 HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

In return for your agreeing to comply with these terms you may:

1. download or stream a copy of the App onto devices at your discretion and view, use and display the App and the Service on such devices for the intended purposes only being school trips; and.
2. receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

**14. YOU MUST BE 18 TO ACCEPT THESE TERMS AND BUY THE APP**

**14.1** You must be 18 or over to accept these terms and buy the App and/or Services.

**15. YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

**15.1** We are giving you personally the right to use the App and the Service as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

**16. CHANGES TO THESE TERMS**

**16.1** We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

**16.2** We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

**16.3** If you do not accept the notified changes you will not be permitted to continue to use the App and the Service and you may apply to info@tripaid.co.uk for a refund, which will reflect the period the App and the Service have been available to you prior to cancellation.

**17. UPDATE TO THE APP AND CHANGES TO THE SERVICE**

**17.1** From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

**17.2** If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

**17.3** The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

**18. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

**18.1** If you download or stream the App onto any phone or other device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

**19. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

**19.1** By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

**20. WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

**20.1** Tripaid Limited will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates’ and licensees’ transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.You may stop us collecting such data at any time by turning off the location services settings however this will interrupt the Service provided by us.

**21. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

**22. LICENCE RESTRICTIONS**

**22.1** You agree that you will:

1. except in the course of permitted sharing provide or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
2. not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
5. is not disclosed or communicated without the Licensor’s prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
6. is not used to create any software that is substantially similar in its expression to the App;
7. is kept secure; and
8. is used only for the Permitted Objective;
9. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

**23. ACCEPTABLE USE RESTRICTIONS**

**23.1** You must:

1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, or circulating indecent images or messages into the App, any Service or any operating system;
2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
4. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
5. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

**23.2 Please back-up content and data used with the App**. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**23.3 Check that the App and the Services are suitable for you**. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on our website) meet your requirements.

**24.**   **HOW WE MAY USE YOUR PERSONAL INFORMATION**

**24.1 YOUR PRIVACY**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in [LINK TO PRIVACY NOTICE] and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

**24.2**   We will use any personal information you provide to us to:

**(a)**  provide the Services;

**(b)**  process your payment for the Services; and

**(c)**  inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

**24.3**  Further details of how we will process personal information are set out in [LINK TO PRIVACY POLICY].

**25.**  **LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

**25.1**  We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £[AMOUNT] per claim. We have been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

**25.2**  Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

**(a)**  death or personal injury caused by negligence;

**(b)**  fraud or fraudulent misrepresentation; and

**(c)**  breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**25.3**  Subject to Clause 25.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

**(a)**  loss of profits;

**(b)**  loss of sales or business;

**(c)**  loss of agreements or contracts;

**(d)**  loss of anticipated savings;

**(e)**  loss of use or corruption of software, data or information;

**(f)**  loss of or damage to goodwill; and

**(g)**  any indirect or consequential loss.

**25.4**  Subject to [Clause](#bookmark=id.49x2ik5) 25.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 50% of the total Charges paid under the Contract.

**25.5**  We have given commitments as to compliance of the Services with the relevant specification in [Clause 5.2](#bookmark=id.3rdcrjn). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**25.6**  Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**25.7**  This [Clause](#bookmark=id.3as4poj) 25 will survive termination of the Contract.

**26.**  **CONFIDENTIALITY**

**26.1**  We each undertake that we will not at any time, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another’s business, affairs, customers, clients or suppliers, except as permitted by Clause 26.2

**26.2**  We each may disclose the other’s confidential information:

**(a)**  to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this [Clause](#bookmark=id.3o7alnk) 27; and

**(b)**  as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**26.3** Each of us may only use the other’s confidential information for the purpose of fulfilling our respective obligations under the Contract.

**27.**  **TERMINATION** **AND INDEMNIFICATION**

**27.1**  Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

**(a)**  you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;

**(b)**  you fail to pay any amount due under the Contract on the due date for payment;

**(c)**  you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**(d)**  you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

**(e)**  your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

**27.2** On termination of the Contract you must return all of Our Materials and any deliverables specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

**27.3**  Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

**27.4**  Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

**27.5** If we end your rights to use the App and Services:

1. You must stop all activities authorised by these terms, including your use of the App and any Services.
2. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

**27.6 Indemnification** You agree to indemnify Tripaid Limited for any breach of these App Terms. Tripaid Limited reserves the right to control the defence and settlement of any third party claim for which you indemnify Tripaid under these App Terms and you will assist us in exercising such rights.

**28.**  **EVENTS OUTSIDE OUR CONTROL**

**28.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

**28.2**  If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

**(a)**  we will contact you as soon as reasonably possible to notify you; and

**(b)**  our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

**28.3**  You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 60 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

**29.**  **NON-SOLICITATION**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

**30.**  **COMMUNICATIONS BETWEEN US**

**30.1**  When we refer to “in writing” in these Terms, this includes email.

**30.2**  Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

**30.3**  A notice or other communication is deemed to have been received:

**(a)**  if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

**(b)**  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; or

**(c)**  if sent by email, at 9.00 am the next working day after transmission.

**30.4**  In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

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

**31.**  **GENERAL**

**31.1**  **ASSIGNMENT AND TRANSFER.**

**(a)**  We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

**(b)**  You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**31.2**  **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

**31.3**  **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

**31.4**  **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**31.5**  **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

**31.6**  **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.