



Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions

The following definitions and rules of interpretation apply in these Conditions.

Adventure Guide(s): SWIM WILD WALES employees, agents or self-employed consultants or representatives who have been appointed to guide the adventures of the Customers.

Adventure(s): the activities arranged by SWIM WILD WALES for the Customer forming part of the Customer(s) activity programme.

Booking: the Customer's booking for Services including making the Deposit Payment.

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

Commencement Date: has the meaning given in clause 3.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.

Contract: the contract between SWIM WILD WALES and the Customer for the supply of Services in accordance with these Conditions.

COVID-19: means Coronavirus.

Customer: the person or groups of persons specified by the Lead Guest or otherwise referred to as "You" throughout these Conditions.

Deposit Payment: means a non-refundable sum equal to forty percent (40%) of the sum quoted by SWIM WILD WALES to the Customer in the Booking Confirmation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Force Majeure: means anything including, but not limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, industrial dispute, natural or nuclear disaster, fire, government action, chemical or biological or biological contamination or sonic boom, extreme weather and its effects or conditions which make normal operations impossible to continue or dangerous.

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

Lead Guest: the person making the Customer(s) Booking who shall be SWIM WILD WALES's principal contact in relation to all matters in respect of the Contract.

Quotation: means an estimate of the price for the Booking submitted by SWIM WILD WALES to the Customer prior to the Contract being made.

Services: the Adventure related services to be provided by SWIM WILD WALES, its agents or contractors as detailed in the Booking Confirmation.

SWIM WILD WALES: The SWIM WILD WALES which is the trading name for Bryce Davies, whose registered address is 35 Beda rd, Cardiff, CF5 1LX otherwise referred to as "We", "Us", throughout these Conditions.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI2003/2426) as amended.

1.2 Interpretation

1.2.1.A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.2.Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limited the sense of the

words, description, definition, phrase or term preceding those terms.

1.2.3.A reference to writing or written includes any communication sent by faxes or e-mail.

2. This Agreement

This Agreement is made between SWIM WILD WALES and the Customer in accordance with the Conditions.

3. Your Contract

3.1. Any Quotation submitted to the Customer will not constitute an offer and shall remain valid for the period stated therein but if no period is specified such Quotation shall be valid for the date of issue.

3.2. The Booking constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

3.3. A contract shall only be deemed to be accepted when SWIM WILD WALES confirms the booking via email and payment has been received.

3.4. The Lead Guest confirms and warrants to SWIM WILD WALES that it is authorised to make the Booking on behalf of the Customer and the Lead Guest confirms that it will ensure that all members of the Customer's group shall always comply and adhere with the provisions of these Conditions.

3.5. At the time of Booking, the lead guest will be required to provide their personal details and confirm that they have accepted these Conditions on behalf of the Customer's group. We will send all correspondence to the Lead Guest and we will consider you responsible for keeping all group members informed. We cannot discuss the Booking or enter into communication with any other group member, parent, or third party (including parents of any children named in the group).

3.6. Any matters relating to the Booking will be sent via email to the Lead Guest. The Lead Guest shall ensure that all emails are read and adhered to in accordance with these Conditions. Unless informed otherwise, it will be deemed by us that all emails have been received and understood. We cannot accept failure to adhere to our Conditions due to incorrect contact details or inactive email accounts or any technological issues or malfunctions (as the case may be).

3.7. If any information given on the Booking Confirmation or any other document appears to be incorrect or incomplete, you must inform us immediately, as it may not be possible to make changes later. We cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of us sending it to you as it is your obligation to ensure the terms of the Booking and any additional information provided by the SWIM WILD WALES to the Customer are complete and accurate.

3.8. These Conditions 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 unless

confirmed by us to you in writing.

3.9. We may need to update these Conditions from time to time and therefore we reserve the right to amend these Conditions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. Where we do, we will notify and advise you of the change in any event.

3.10. We cannot accept Bookings by persons under the age of 18.

3.11. SWIM WILD WALES's employees or agents are not authorised to make any representations concerning the services unless confirmed by SWIM WILD WALES in writing.

3.12. Any typographical, clerical or other omission in any sales literature, Quotation, Booking Confirmation, invoice or other document issued by SWIM WILD WALES should be subject to correction without any liability on the part of SWIM WILD WALES.

4. Quotations, Booking & Payments

4.1. SWIM WILD WALES will provide the Customer with a Quotation detailing the price, a draft Adventure programme which will be amended where necessary to suit your group needs, based on expected numbers attending SWIM WILD WALES.

4.2. Once the Adventure programme and the Quotation has been agreed, SWIM WILD WALES will issue an invoice to the Customer.

4.3. Upon receipt of the signed copy of the Pre course form and payment of the invoice, the booking is considered confirmed.

4.4. If your Booking is made more than 4 months from the date of your Adventure commencing at SWIM WILD WALES we shall only require a Deposit Payment to secure the Booking. The balancing payment must be made no later than 1 months prior to the date of your adventure at SWIM WILD WALES.

4.5. Payments can be made to SWIM WILD WALES by bank transfer

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

5. Customer's Responsibilities and Obligations

5.1. You will be issued with an itinerary by SWIM WILD WALES prior to arrival, with full details confirmed as part of your welcome meeting. We ask you to attend on time for all bookings and the Adventures. SWIM WILD WALES and Partners reserve the right to cancel a meal/Adventure should you be late to attend. We may be unable to offer meals with a late arrival/early departure.

5.2. It is the Customer's responsibility to arrive on time for their scheduled Adventure. If you do not arrive on time SWIM WILD WALES cannot guarantee your participation at the scheduled Adventure.

5.3. All Customers, observers and their guests are required to always act responsibly and courteously, and to respect our staff and other customers. We always reserve the right to prevent any person from undertaking or completing the activities in the event that we deem their behaviour to be unsafe, unsuitable or potentially causing risk, damage or injury to any other person. No refund will be payable to the Customer in such circumstances.

5.4. SWIM WILD WALES operates a strict no smoking policy in all centre buildings and vehicles.

5.5. Visitors of Customers – please note that only paying Customers have access to our facilities/buses or accommodation. Refusal will not necessarily be denied if permission is sought. Pets are generally excluded on the grounds of others' comfort, health, and safety.

5.6. Under 18s must be accompanied on all activities and excursions. SWIM WILD WALES reserve the right to delay/postpone the commencement of an Adventure until a responsible adult is in attendance.

5.7. Coach/taxi travel may form part of your Booking. The Customer acknowledges that by law, all British coaches transporting young people under 16 years of age are required to be fitted with lap belts. All coaches contracted by us will conform to this requirement. The Lead Guest and other accompanying staff members are responsible for ensuring that the lap belts are worn at all times by all members of the Customer's groups during coach travel.

5.8 Transport, return travel, accommodation and third party activity providers are only included when outlined in the quote or invoice.

6. Safety, Fitness & Property

6.1. The Customer warrants that it shall comply with the instructions and guidelines given by SWIM WILD WALES's Adventure Guides, employees, agents and contractors at all times during the Booking.

6.2. If Customer's choose to ignore reasonable instructions, SWIM WILD WALES's employees, agents or contractors reserve and have the right to exclude any person from the whole or part of the Adventure and SWIM WILD WALES cannot accept any responsibility for any liability, loss, expenses or damages arising as a result.

6.3. The health and safety of our Customers is our highest priority and we only permit Customers to participate in the Adventures who are fit and free from the influence of alcohol or illegal drugs prior to and during their Adventure. If in our opinion the Customer is not considered to be sufficiently well, fit or able to take part in their Adventure, we reserve the right to exclude them at any

time before or during the Adventure, in which case SWIM WILD WALES will not accept liability for any damages, loss or expenses.

6.4. Your property: We cannot store phones, wallets or keys whilst you are with us, it helps us if you minimise the number of belongings you bring with you. The Customers acknowledge items left in our care are left at the owner's own risk and personal items taken on sessions remain Customers' sole responsibility.

6.5. SWIM WILD WALES Property: We expect you to take care of SWIM WILD WALES property, and you agree to incur the cost of replacement or repair of any SWIM WILD WALES equipment damaged because of your negligence or misconduct.

6.6. SWIM WILD WALES will have sole authority and be the final arbiter on all decisions relating to the management, safety and organisation of the Adventure and any other matters relating to the Adventure.

6.7 Self Led Activities

If you have opted to include any Self Led Activities to your programme, we'd like to highlight that during these activities you accept full responsibility for you or your group throughout the session. SWIM WILD WALES Group Ltd will accept no responsibility for damage, negligence, or injury for the duration of self-led activities.

We are happy to provide maps and equipment as discussed so please let us know if you require these and they will be made available to you.

Accommodation

7.1. The Customer acknowledges that SWIM WILD WALES does not have its own accommodation but engages with third-party accommodation providers.

7.2. If you need accommodation for persons with special requirements, please contact us at your earliest opportunity. Some accommodation partners are unable to offer disabled/accessible rooms.

7.3. All bookings are made in good faith. In the unlikely event that your booked accommodation is unavailable, we will use our reasonable endeavours to find alternative accommodation nearby at a price and a standard like that initially allocated. In the event that your new accommodation is only available at an increased price, we reserve the right to pass on the charge accordingly. In this instance, you will be offered the option to pay the additional charge or to be refunded by us in full. Should a refund be preferred, all monies will be refunded within 28 days of requesting the refund.

7.4. You acknowledge that we reserve the right to invoice you for any charges incurred for damage to property or excess cleaning duties which is caused by any member of the Customer's group. In extreme cases, this may also include charges for business interruption.

7.5. It is the Lead Guest's responsibility to ensure that no group member:

7.5.1. under the age of 18 consumes alcoholic beverages or any prohibited drugs;

7.5.2. smokes in any accommodation or on SWIM WILD WALES premises; or

7.5.3. behaves in any other way which may cause a fire hazard or risk to the health and safety of any person including SWIM WILD WALES employees, agents or contractors.

7.6. We shall not be responsible or liable for any additional or consequential costs arising from accommodation cancellation that are beyond our control or arise due to a Force Majeure.

8. Adventure Partners

8.1. Some of the services which make up your booking may be provided by third-party suppliers, for example, boat trips, coastering and Bug Farm tours. Where we engage with third-party providers, they have their own public liability insurance equal to that offered by SWIM WILD WALES. They also have their own terms and conditions which may limit their liability to you.

8.2. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the relevant supplier concerned.

9. Organiser Declaration

9.1. SWIM WILD WALES has a strong track record of introducing people to a lifetime of adventure. We employ expert Guides, fully qualified lifeguards, and a wealth of local knowledge. You can be confident that you or your group is in safe hands.

9.2. SWIM WILD WALES shall send a form (in the form set out in schedule 1) to be completed via Google to the Lead Guest for the Lead Guest to distribute this form to all members of the Customers group to complete and submit to SWIM WILD WALES. The Customer acknowledges that the forms will need to be completed and submitted by the parents or guardians of any person under the age of 18.

9.3. The Customer and the Lead Guest acknowledge that any person that is attending SWIM WILD WALES who has not completed and submitted the necessary information and/or consents to SWIM WILD WALES shall not be permitted to participate in any of the Adventures.

9.4. In addition, SWIM WILD WALES require that the Lead Guests ensure that the following statements are sent to each Customer and their parents or guardian if the members are under the age of 18.

9.5. Where any members of the Customer's group are under the age of 18, the Lead Guest is deemed to be acting in loco parentis for the participants listed, with the knowledge and

permission of their legal parent or guardian.

9.6. With regards to group booking, the Customer and the Lead Guest acknowledge that the Lead Guest shall always retain ultimate responsibility for all members of the Customer's group during the Adventure.

10. Limitation of Liability

10.1. SWIM WILD WALES has obtained Public Liability insurance cover in respect of our own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss. SWIM WILD WALES's insurance documents are available on request at any time if you request them in writing.

10.2. We advise that you procure adequate personal insurance cover for activities, holidays and courses is put in place. You should note that many travel insurance policies exclude cover for certain sporting activities which may include the Adventures, so you should carefully check the terms of any proposed insurance policy to ensure that it meets your requirements.

10.3. In no event shall SWIM WILD WALES be liable to any Customers whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with these Conditions for any:

- 10.3.1. loss or damage;
- 10.3.2. loss of profit;
- 10.3.3. loss of reputation;
- 10.3.4. loss of business, revenue or goodwill;
- 10.3.5. loss of anticipated savings;
- 10.3.6. loss as a result of theft;
- 10.3.7. pledges made on your behalf or by you to any charity; or
- 10.3.8. consequential or indirect loss, regardless of whether the loss or damage:
 - (a) would arise in the ordinary course of events;
 - (b) is reasonably foreseeable; or
 - (c) is in the contemplation of the parties or otherwise.

10.4. Nothing in these Conditions shall affect our liability for death or personal injury caused by the proven negligence or fault, fraud or any other liability to the extent it cannot be excluded or limited by law.

10.5. SWIM WILD WALES will only be liable for loss or damage caused by the proven negligence or fault of SWIM WILD WALES.

10.6. Subject to the provision of this clause 10, SWIM WILD WALES's total liability to the Customer's in respect of all other losses arising from the Contract, whether in contract, tort

or otherwise shall be limited to a maximum sum equal to the total amount paid by the Customer under the Booking.

11. Intellectual Property Rights

11.1. All Intellectual Property Rights (IPR) in or arising out of or in connection with this Contract, the provision of the Services or the Adventures shall belong to the SWIM WILD WALES and the Customer shall not be authorised to use or reproduce any of SWIM WILD WALES's IPR without its written consent.

11.2. The Customer acknowledges that any audio, visual or audio-visual recordings that are made during your experience with SWIM WILD WALES (or any part of it) are for personal use.

12. Data Protection

12.1. For the purposes of this condition 12, personal information includes any medical data collected for health and safety purposes by SWIM WILD WALES (Personal Information).

12.2. We have security measures in place to protect the personal booking information held by us. The contact details supplied by Customers will only be used to fulfil course administration and to communicate details of SWIM WILD WALES and our associated companies' products and services.

12.3. The personal information supplied will only be used to allow our employees, agents, subcontractors, and SWIM WILD WALES to provide the promised service to our normal high standards.

12.4. You agree that the Personal Information relating to you can be stored and used by us in connection with the organisation, staging and administration of your Booking.

12.5. The Customer acknowledges and confirms that the medical information may also be used by SWIM WILD WALES to allow medical assistance to be given to the Customer during the Adventure.

12.6. You agree that the Personal Information relating to you may be anonymised and the anonymised data may be used by us in connection with the compilation of statistical information.

12.7. The Customer acknowledges that during your Booking, video's may be made and photographs may be taken which may capture your participation during the Adventure. You agree to the publication of such photographs, filming and recording and their use by us and those authorised by us in any way which we may see fit now or in the future in any media including but not limited to social media, film, radio, publication and publicity.

13. Alterations to the Booking

SWIM WILD WALES reserves the right to make any reasonable or necessary alterations to the Booking and/or Adventure programme (or any part of it) at any time whether before or

during the Adventure due to circumstances beyond its control (including for example weather or sea conditions) or any necessary or desirable changes to the Adventure to protect the health and safety of the Customers.

14. Cancellation & Amendments

14.1. By you:

14.1.1. Should you wish to change the details of your Booking after SWIM WILD WALES have issued the Booking Confirmation, we will use our reasonable endeavours to help you. We always reserve the right to charge an admin fee of £25 (+VAT) if the change reduces the overall cost in connection with costs incurred by SWIM WILD WALES in making the requested alterations. If the change increases the value of the Booking the admin fee will be waived.

14.1.3. Should you wish to cancel the Booking the following cancellation schedule will be used to determine outstanding fees:

Months before first Adventure	Charge
4+	0%
2-4	50%
0-2	100%

14.1.4. The date of effective cancellation/amendment is calculated on the day of receipt of the written notice by SWIM WILD WALES.

14.1.5. Should you decide to finish the Booking before the booked departure date for any reason, no refund will be available or payable by SWIM WILD WALES.

14.1. By SWIM WILD WALES:

14.2.1. Should SWIM WILD WALES be forced to cancel a booking or make amendments due to our inability to provide resources or staff to provide any services or undertake the Adventure that does not fall under Force Majeure circumstances as referred to in condition 14.2.5, we will inform you as soon as practicably possible with suggested alternatives. Should these alternatives not be satisfactory or suitable for you, we will refund all monies to You within 28 days.

14.2.2. The price of your Booking may be varied due to government action, such as changes in VAT or any other government-imposed changes/currency changes. We will notify you of any such changes promptly.

14.2.3. Our Adventures take place in the outdoor environment which means that the weather and other unforeseen circumstances can sometimes prevent us from running the planned activities and Adventures. Any changes we are forced to make will be based on ensuring your safety and providing you with a quality experience. SWIM WILD WALES will inform the Customers as soon as we have made an assessment that such a change is necessary or desirable so that we can arrange alternative activities / locations / itineraries for your programme which will be suitable for the whole group. Refunds are not normally provided by

SWIM WILD WALES in such circumstances.

14.2.4. In the event of a location change to any activities or Adventure, Customers who are not using transport provided by SWIM WILD WALES will have to make their own way to the alternative Adventure venue.

14.2.5. If due to Force Majeure, we are unable to fulfil our contract with you, you will not be entitled to any refund or any compensation. This relates to extremely unusual, unpreventable, or unforeseeable circumstances beyond our control which generally affect us all.

14.2.6. The arrangements set out in your Booking Confirmation are given in good faith. Occasionally we must make changes and we reserve the right to make these changes at any time.

15. Covid-19

15.1 SWIM WILD WALES will operate its business strictly in compliance with any laws, regulations, orders, or guidance issued by the UK and/or Welsh Government or any other government authority (as the case may be) to manage COVID19.

15.2 In order to ensure the health and safety of all persons attending SWIM WILD WALES or any of the Adventure(s) including SWIM WILD WALES's employees and Guides SWIM WILD WALES requires the Customer to immediately notify us if anyone in the Customer's group is

- (i) self-isolating or
- (ii) should be self-isolating pursuant to the government's COVID-19 guidelines.

15.3 The Customer acknowledges that:

15.3.1 If any persons in the Customer's group is self-isolating prior to the Booking or should be self-isolating shall not be permitted to attend SWIM WILD WALES or participate in any of the Adventures;

15.3.2 SWIM WILD WALES reserves the right to cancel any Bookings, reservations or Adventures, before or during the Booking, to the extent that it arises from or relates to Covid-19 issues or the Customer's breach of this clause 15; and

15.3.3 SWIM WILD WALES may be required under government or regulatory guidelines to notify third parties including governmental authorities of any persons who have developed symptoms or potential symptoms of COVID-19 as part and parcel of any government scheme to monitor, track, trace and manage the Covid-19 pandemic.

15.4 SWIM WILD WALES shall not be liable to make any refunds to the Customer in respect of any persons from the Customer's group who is not able to attend SWIM WILD WALES or participate in any of the Adventures due to any COVID-19 related issues and/or if SWIM WILD WALES exercises its rights under clause 15.3.2.

15.5 The Customer acknowledges that SWIM WILD WALES may be required to revise the Booking date due to COVID-19 and that such circumstances may be beyond SWIM WILD WALES's control including any legislation, directions or guidance issued by government or local authorities (as the case may be). If such circumstances arise, we will provide the Customer with alternative Booking date(s). The Customer acknowledges that if SWIM WILD WALES is required to change the Booking date due to a COVID-19 related issue the Customer will not be entitled to any refund.

15.6 If SWIM WILD WALES is required to revise the Booking dates or any of the Adventure(s) due to a COVID-19 related issue SWIM WILD WALES will notify you as soon as reasonably practicable.

16. Complaints

16.1 Should you be unhappy with any element of your arrangements with SWIM WILD WALES, you should notify us immediately. We are keen to address matters as soon as practicable.

16.2 If you continue to be dissatisfied on your return, you should write to us, setting out your points within 14 days of returning from your Booking. As long as the above Conditions have been observed, SWIM WILD WALES will review your complaints and a reply will be sent to you by SWIM WILD WALES within four weeks of the receipt of the complaint. We acknowledge that this is without prejudice to any statutory rights that you may have.

17. Assignment, transfer and other dealings

17.1 SWIM WILD WALES may at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under the Contract.

17.2 The Customer shall not assign, transfer or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the SWIM WILD WALES.

18. Sub-Contracting

SWIM WILD WALES may sub-contract any part of this Contract without obtaining the prior consent of the Customer

19. Entire Agreement

19.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. Severance

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

23. Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be delivered by email, hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23(b) (iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

24. Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25. Governing Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales

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The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales

26. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.