

# TERMS & CONDITIONS OF BUSINESS

Iconic Digital Marketing Consultants Ltd (herein called the “Service Provider”) is a multi-award-winning digital marketing agency headquartered in London, UK.

The Service Provider has reasonable skill, knowledge and experience in providing outsourced marketing services including website design, search engine optimisation, social media marketing, email marketing, paid advertising, lead nurturing, marketing automation, and content marketing.

These Terms and Conditions shall apply to the provision of these services by the Service Provider to its clients in conjunction to any Agreement formed by both parties through a Booking Confirmation.

## 1. Definitions and Interpretation

### 1.1 Definitions

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Agreement”**

means the legally binding agreement between the Service Provider and the Client comprising:

- (a) these Terms and Conditions; and
- (b) any Booking Confirmation, Proposal, Scope of Work, or other written document issued by the Service Provider and accepted by the Client, whether electronically or in writing;

**“Annual Price Increase”**

means the automatic yearly adjustment to the Fees in accordance with clause 4, calculated on 1st January each year at the rate specified therein;

**“Bank of England Base Rate”**

means the base lending rate published by the Bank of England and applicable on the date the Annual Price Increase is calculated;

**“Business Day”**

means any day on which banks in England are open for their full range of normal business, excluding Saturdays, Sundays, and public holidays;

**“Client”**

means the business, company, organisation, or individual procuring the Services from the Service Provider, as identified in the Booking Confirmation or Proposal;

**“Commencement Date”**

means the date on which the provision of the Services is to commence, as set out in the Booking Confirmation;

**“Confidential Information”**

means all information (whether written, oral, digital or recorded by any other means) disclosed by one Party to the other which is marked as confidential or should reasonably be understood to be confidential by its nature, including business information, marketing data, financial information, system access, passwords, and personal data;

**“Data Controller”, “Data Processor”, “Personal Data”, “Processing”**

have the meanings given in the UK GDPR and the Data Protection Act 2018;

**“Fees”**

means all sums payable by the Client to the Service Provider under the Agreement for the provision of the Services, as set out in the Booking Confirmation or Proposal and updated annually in accordance with the Annual Price Increase;

**“Services”**

means the digital marketing, consultancy, web development, PPC management, SEO, content creation, automation, creative or related services to be provided by the Service Provider, as set out in the Booking Confirmation or Proposal;

**“Service Provider”**

means *Iconic Digital Marketing Consultants Ltd*, a company incorporated in England and Wales under company number 08007968, whose registered office is at 7 Adam Street, The Strand, London, WC2N 6AA;

**“Term”**

means the duration of the Agreement as defined in the Booking Confirmation, continuing thereafter on a rolling monthly basis unless terminated in accordance with clause 10.

## **1.2 Interpretation**

1.2.1 References to any statute or statutory provision include any modification, amendment, re-enactment, or replacement thereof in force from time to time.

1.2.2 References to writing include email and other communication transmitted through electronic means, provided that the sender retains a verifiable record of transmission.

1.2.3 References to a “Party” or the “Parties” mean the Service Provider and the Client collectively or individually, as the context requires.

1.2.4 Unless otherwise stated, references to clauses are to clauses within these Terms and Conditions.

1.2.5 Words imparting the singular number shall include the plural and vice versa.

1.2.6 References to any gender include all genders.

1.2.7 Headings are inserted for convenience only and shall not affect the interpretation or construction of the Agreement.

1.2.8 In the event of any inconsistency between these Terms and Conditions and the Booking Confirmation, the Booking Confirmation shall take precedence only in respect of the scope of Services and Fees; otherwise these Terms and Conditions shall prevail.

1.2.9 Any phrase introduced by the terms *including*, *include*, *in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the surrounding words.

## **2. Provision of the Services**

### **2.1 Commencement**

The Service Provider shall provide the Services to the Client from the Commencement Date and shall continue to provide the Services for the duration of the Term, unless and until terminated in accordance with clause 10.

### **2.2 Standard of Performance**

The Service Provider shall:

2.2.1 perform the Services with reasonable skill, care and diligence, in accordance with accepted professional standards within the UK digital marketing and advertising industry;

2.2.2 comply with all applicable laws, regulations, advertising codes, and industry guidance relevant to the provision of the Services; and

2.2.3 allocate suitably qualified personnel, subcontractors or agents to deliver the Services.

### **2.3 Instructions**

The Service Provider shall act on reasonable instructions given by the Client, provided such instructions:

- 2.3.1 are consistent with the Booking Confirmation or Proposal;
- 2.3.2 do not materially alter the scope of the Services without a written variation; and
- 2.3.3 do not expose the Service Provider to legal, regulatory, reputational or ethical risk.

Where instructions fall outside the agreed scope, the Service Provider may charge additional Fees at its standard hourly rates unless otherwise agreed.

## **2.4 Changes to the Services**

The Client may request changes to the Services. The Service Provider shall use reasonable endeavours to accommodate such changes, subject to:

- 2.4.1 agreeing any revised specification, timelines or deliverables; and
- 2.4.2 agreeing any applicable adjustment to the Fees.

Unless otherwise agreed, the Service Provider may require any change to be documented in writing.

## **2.5 Reliance on Client Information**

The Service Provider shall be entitled to rely on all information, materials, content and instructions supplied by the Client. The Service Provider shall not be responsible for errors, delays, losses or additional costs arising directly or indirectly from:

- 2.5.1 inaccurate, incomplete, or late information supplied by the Client; or
- 2.5.2 the Client's failure to approve work, provide content or make decisions within a reasonable time.

## **2.6 Client Delays**

Where the Client's delay affects delivery of the Services:

- 2.6.1 timelines shall automatically extend by the duration of the delay;
- 2.6.2 the Service Provider may charge the Client for any wasted time, rescheduling or additional work caused by such delay; and
- 2.6.3 the Service Provider shall not be liable for failure to meet deadlines affected by the Client.

## **2.7 Access to Premises, Systems and Accounts**

Where the Services require access to:

- the Client's property, systems, platforms, hosting, social media, advertising accounts or IT infrastructure,

the Client shall ensure that:

2.7.1 all necessary access, passwords and permissions are provided promptly;

2.7.2 such access complies with all applicable security and confidentiality obligations;  
and

2.7.3 any third-party approvals, licences or rights (including stock image licences, platform permissions and hosting rights) are obtained at the Client's expense.

The Service Provider shall not be responsible for any delay or failure caused by the Client's failure to provide access.

## **2.8 Third-Party Platforms and Services**

The Client acknowledges that certain Services require use of third-party tools or platforms (including Google, Meta, TikTok, LinkedIn, hosting providers, automation platforms, stock libraries and analytics tools).

The Service Provider:

2.8.1 is not responsible for the performance, uptime, availability, suspension, cost increases or policy changes of any third-party platform;

2.8.2 makes no guarantee regarding results generated through third-party platforms;  
and

2.8.3 may require the Client to maintain active billing or subscription arrangements directly with the relevant third party.

## **2.9 Agency and Authority**

The Service Provider may act on the Client's behalf where reasonably required to perform the Services, including:

- creating and managing advertising campaigns;
- posting content to social or digital channels;
- managing automation or email delivery;
- submitting technical changes to hosting or website platforms.

This authority applies only to activities necessary for the delivery of the Services and may be withdrawn by the Client at any time on written notice.

## **2.10 No Guarantee of Results**

Digital marketing performance is influenced by external factors beyond the Service Provider's control, including market conditions, competitor activity, algorithm changes and Client responsiveness.

Accordingly, the Service Provider does not warrant or guarantee:

- 2.10.1 particular rankings, traffic levels, conversions or sales;
- 2.10.2 specific campaign outcomes; or
- 2.10.3 that any stated projections or forecasts will be achieved.

## **2.11 Cooperation**

The Client shall cooperate fully with the Service Provider and provide timely responses, materials, approvals and access as required. Failure to do so may affect delivery timelines and outcomes.

## **2.12 Subcontracting**

The Service Provider may, at its discretion, subcontract elements of the Services to suitably qualified third parties. The Service Provider shall remain responsible for the performance of its subcontractors.

# **3. Fees and Annual Price Increase**

## **3.1 Fees**

The Fees payable by the Client are those set out in the Booking Confirmation or Proposal and shall be payable for the duration of the Term unless varied in accordance with the Agreement.

## **3.2 Annual Price Increase**

With effect from 1 January each year, all Fees shall automatically increase by the higher of:

- 3.2.1 4%, or
- 3.2.2 4% above the Bank of England Base Rate in force on 1 January.

This increase shall apply automatically and without notice. The revised Fees shall apply to all invoices issued after 1st January each year.

### **3.3 Additional Charges**

The following are not included in the Fees unless expressly stated:

- 3.3.1 advertising spend on Google, Meta, LinkedIn, TikTok or other platforms;
- 3.3.2 third-party software subscriptions, hosting, stock imagery, automation licences, fonts or plugins;
- 3.3.3 travel, accommodation or subsistence costs (if agreed);
- 3.3.4 additional work outside the agreed Scope of Services, charged at the Service Provider's prevailing hourly rate.

## **4. Invoicing & Payment Terms**

### **4.1 Invoicing**

The Service Provider shall invoice the Client on the 1st day of each calendar month in advance for that month's Services, unless otherwise stated in the Booking Confirmation.

### **4.2 Payment Deadline**

The Client must pay all invoices within 30 days of the invoice date ("Due Date").

Invoices must be paid in full, without deduction, set-off or withholding, unless required by law.

### **4.3 Payment Method**

The Client shall ensure payment is made by direct debit or standing order, or by bank transfer to the account specified by the Service Provider.

Where direct debit is required, the Client shall maintain an active mandate at all times.

## **5. Late Payment, Interest & Statutory Compensation**

### **5.1 Statutory Interest**

If any invoice is not paid by the Due Date, the overdue amount shall accrue interest on a daily basis at:

- 8% above the Bank of England Base Rate,

- calculated in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*,

from the day after the Due Date until payment is received in full.

## **5.2 Late Payment Compensation**

For each overdue invoice, the Client must also pay the statutory late-payment compensation amounts permitted under the 1998 Act:

- £40 for debts under £1,000
- £70 for debts between £1,000 and £10,000
- £100 for debts over £10,000

These amounts apply automatically.

## **5.3 Service Suspension after 7 Days Overdue**

If any invoice remains unpaid 7 days after the Due Date, the Service Provider may, at its sole discretion:

- 5.3.1 suspend all Services;
- 5.3.2 revoke or restrict access to systems, platforms or accounts;
- 5.3.3 pause campaigns, hosting, creative output or content production;
- 5.3.4 withhold deliverables, reports or assets.

Suspension shall not affect the Client's obligation to pay Fees in full during the suspension period.

## **5.4 Referral to Debt Recovery Agent**

If any invoice remains unpaid 60 days after the invoice date, the Service Provider may refer the debt to:

Town & County Legal Services LLP,  
or another appointed recovery agent.

Upon referral:

- 5.4.1 the Client shall be liable for all recovery, administrative and legal costs;
- 5.4.2 the Service Provider may terminate or continue suspension of the Services;
- 5.4.3 the Client remains liable for all Fees and interest until the debt is paid in full;



5.4.4 the Client shall continue to be liable for interest, which will be calculated as per clause 5.1.

## **6. Fees Payable on Termination**

### **6.1 Notice Period Fees**

Where either Party serves notice to terminate the Agreement:

6.1.1 the Client must pay all Fees due for the full 90-day notice period, regardless of whether the Client wishes Services to continue during that period.

### **6.2 Third-Party Costs**

The Client shall also pay:

6.2.1 any committed third-party costs already incurred or contracted by the Service Provider; and

6.2.2 any additional wind-down, administrative or transfer costs reasonably incurred.

### **6.3 No Set-Off**

The Client may not withhold or delay payment of Fees during a dispute or termination period.

### **6.4 Survival of Payment Obligations**

The Client's payment obligations under this section shall survive termination for any reason.

## **7. Liability, Indemnity and Insurance**

### **7.1 Limitation of Liability**

The Service Provider's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Agreement, shall not exceed a sum equal to three (3) months of Fees paid or payable by the Client immediately prior to the event giving rise to the claim.

This limitation shall apply to all claims, losses and causes of action, whether arising individually or cumulatively.

## **7.2 No Liability for Indirect or Consequential Loss**

The Service Provider shall not be liable for:

- 7.2.1 loss of profits, sales, revenue, business or opportunity;
- 7.2.2 loss of anticipated savings;
- 7.2.3 loss of data or corruption of data;
- 7.2.4 loss of reputation or goodwill;
- 7.2.5 loss arising from downtime, hosting outages or platform outages;
- 7.2.6 indirect, consequential or economic loss of any kind.

## **7.3 External and Uncontrollable Factors**

The Service Provider shall not be liable for losses arising from:

- 7.3.1 changes in search engine algorithms, advertising policies or platform terms;
- 7.3.2 actions taken by Google, Meta, LinkedIn, TikTok or any third-party platform;
- 7.3.3 Client delays, inaction, approval failures or late supply of materials;
- 7.3.4 third-party hosting issues, cyberattacks, or force majeure events;
- 7.3.5 any advice, instructions or content supplied by the Client.

## **7.4 Non-Excludable Liabilities**

Nothing in the Agreement shall limit or exclude liability for:

- 7.4.1 death or personal injury caused by negligence;
- 7.4.2 fraud or fraudulent misrepresentation;
- 7.4.3 any other liability which cannot be legally excluded or limited under the laws of England and Wales.

## **7.5 Client Indemnity**

The Client shall indemnify and keep indemnified the Service Provider against all liabilities, costs, damages, claims and expenses (including legal fees) arising from:

- 7.5.1 content supplied by the Client (including copyright breaches, defamation, or regulatory non-compliance);
- 7.5.2 unauthorised access to platforms, accounts or systems controlled by the Client;
- 7.5.3 damage to equipment, systems or materials belonging to the Service Provider or its subcontractors;
- 7.5.4 the Client's breach of the Agreement or breach of data protection laws.

## **7.6 Professional Indemnity & Insurance**

The Service Provider shall maintain appropriate insurance cover including:

- Professional Indemnity
- Public Liability
- Employer's Liability

The Service Provider shall provide evidence of insurance to the Client on reasonable request.

## **8. Confidentiality**

### **8.1 Confidentiality Obligations**

Each Party shall, during the Term and for a period of 12 months thereafter:

- 8.1.1 keep all Confidential Information strictly confidential;
- 8.1.2 not disclose Confidential Information to any third party except as permitted;
- 8.1.3 use Confidential Information solely for the performance of the Agreement;
- 8.1.4 ensure that employees, contractors and agents comply with these obligations.

### **8.2 Permitted Disclosure**

Confidential Information may be disclosed:

- 8.2.1 where required by law, court order or regulatory authority;
- 8.2.2 to professional advisers (subject to confidentiality obligations);
- 8.2.3 to subcontractors where necessary for delivery of the Services, provided equivalent confidentiality obligations are imposed.

### **8.3 Exclusions**

Information shall not be considered confidential if:

- 8.3.1 it becomes public through no fault of the receiving Party;
- 8.3.2 it was lawfully known before disclosure;
- 8.3.3 it is independently developed without reference to the Confidential Information.

## **9. Data Protection (UK GDPR)**

### **9.1 Compliance with Data Protection Law**

Each Party shall comply with its obligations under:

- the UK General Data Protection Regulation (UK GDPR);
- the Data Protection Act 2018;
- the Privacy and Electronic Communications Regulations (PECR);
- all applicable ICO guidance.

### **9.2 Roles of the Parties**

9.2.1 The Client shall be the Data Controller.

9.2.2 The Service Provider shall act as Data Processor when Processing Personal Data on behalf of the Client.

### **9.3 Data Processing Obligations**

The Service Provider shall:

- 9.3.1 process Personal Data only on documented instructions from the Client;
- 9.3.2 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- 9.3.3 ensure staff with access to Personal Data are subject to confidentiality obligations;
- 9.3.4 notify the Client without undue delay of any Personal Data breach;
- 9.3.5 assist the Client, where reasonable, with data subject requests and regulatory matters;
- 9.3.6 delete or return Personal Data at the end of the Term, unless legally required to retain it;
- 9.3.7 maintain a written record of Processing activities as required by law.

### **9.4 Sub-Processors**

The Service Provider may engage sub-processors for Processing activities.

Where it does so, the Service Provider shall:

- 9.4.1 ensure that sub-processors provide equivalent data protection standards;
- 9.4.2 remain fully liable for the acts and omissions of its sub-processors.

## **9.5 International Transfers**

Where Personal Data is transferred outside the UK, the Service Provider shall ensure that such transfers comply with:

- UK adequacy regulations;
- ICO-approved International Data Transfer Agreements; or
- other lawful mechanisms.

## **9.6 Data Protection Liability**

Liability for breaches of data protection laws shall be subject to the liability cap set out in clause 7.1, except where such liability cannot lawfully be limited.

# **10. Term and Termination**

## **10.1 Term**

The Agreement shall commence on the Commencement Date and shall continue:

10.1.1 for any minimum term specified in the Booking Confirmation; and

10.1.2 thereafter on a rolling monthly basis, until terminated.

## **10.2 Termination by Notice**

Either Party may terminate the Agreement by giving the other Party not less than 90 days' written notice, such notice to take effect at any time following the expiry of any minimum term.

## **10.3 Termination for Non-Payment**

The Service Provider may terminate the Agreement immediately by written notice if:

10.3.1 any invoice remains unpaid 30 days after the Due Date; or

10.3.2 the Client fails to remedy a payment default within 7 days of receiving written notice of suspension under clause 3.

This right is in addition to the Service Provider's rights to suspend Services and refer debts to recovery agents.

## **10.4 Termination for Breach**

Either Party may terminate the Agreement immediately by written notice if the other Party commits:

10.4.1 a material breach of the Agreement which is incapable of remedy; or

10.4.2 a remediable breach which is not remedied within 30 days of written notice requiring remedy.

## **10.5 Termination for Insolvency or Corporate Events**

Either Party may terminate the Agreement immediately if the other Party:

10.5.1 enters into liquidation, administration or receivership;

10.5.2 is unable to pay its debts as they fall due within the meaning of s.123 Insolvency Act 1986;

10.5.3 proposes or enters into any voluntary arrangement with creditors;

10.5.4 ceases or threatens to cease trading; or

10.5.5 suffers any analogous event in any relevant jurisdiction.

## **11. Effects of Termination**

### **11.1 Payment of Outstanding Fees**

Upon termination for any reason:

11.1.1 all outstanding Fees shall become immediately due and payable;

11.1.2 the Client shall pay all Fees due for the full 90-day notice period, irrespective of whether the Client requires the Services during that period;

11.1.3 all statutory interest, late-payment compensation and recovery costs shall continue to accrue until paid.

### **11.2 Third-Party and Committed Costs**

The Client shall also pay:

11.2.1 all third-party costs already incurred or contractually committed (including advertising spend and platform fees);

11.2.2 any wind-down, transfer or administrative costs reasonably incurred by the Service Provider.

### **11.3 Return and Deletion of Data**

Following termination:

11.3.1 the Service Provider shall cease Processing all Personal Data except as required by law;

11.3.2 Personal Data shall be returned or securely deleted in accordance with clause 9 of these Terms and Conditions;

11.3.3 the Client must provide all necessary cooperation to enable secure transfer of access and assets.

### **11.4 Access to Accounts and Platforms**

The Service Provider shall revoke all access to its systems, tools and platforms on expiry of the notice period or earlier termination date.

Access managed by the Client (e.g., Google Ads, Meta Business Manager, hosting, analytics) shall be transferred back to the Client subject to payment of all outstanding sums.

### **11.5 Survival of Obligations**

11.5.1 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of either Party that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the termination date.

11.5.2 All provisions of the Agreement which expressly or by implication are intended to come into or continue in force after termination shall remain in full force and effect, including but not limited to:

- (a) Fees and payment obligations;
- (b) Limitation and exclusion of liability;
- (c) Confidentiality;
- (d) Data protection and data return/deletion;
- (e) Intellectual property rights;
- (f) Indemnities;
- (g) Non-solicitation;
- (h) Governing law and jurisdiction; and
- (i) Any other provision which by its nature is intended to survive termination.

11.5.3 For the avoidance of doubt, the survival of obligations under this clause shall apply to the entire Agreement and shall not be limited to the provisions expressly listed above.

## **12. Non-Solicitation**

### **12.1 Non-Solicitation of Staff**

The Client shall not, without the prior written consent of the Service Provider, during the Term and for a period of 24 months following termination:

12.1.1 employ;

12.1.2 engage as a contractor; or

12.1.3 solicit or entice away

any employee, consultant or subcontractor who was involved in delivering the Services.

12.1.4 Where consent is given, the Service Provider will be entitled to a recruitment fee of 10% of the contractual salary.

12.1.5 Where consent is not given, the Service Provider will be entitled to invoice a recruitment fee of 10% of the contractual salary, or a one-off fee for solicitation at the rate of £12,500, whichever is higher.

### **12.2 Non-Solicitation of Clients**

Neither Party shall, during the Term and for 24 months following termination, intentionally solicit or induce a client of the other Party where such solicitation would materially damage the other Party's business.

## **13. Intellectual Property**

### **13.1 Ownership of Pre-Existing IP**

All intellectual property rights ("IPR") owned by either Party prior to the Commencement Date shall remain the exclusive property of that Party.

### **13.2 IP Created by the Service Provider**

Unless otherwise agreed in writing:

13.2.1 all IPR created by the Service Provider in the course of providing the Services (including campaign assets, creative content, strategy documents, templates,



automations, code or technical configurations) shall remain the property of the Service Provider;

13.2.2 the Service Provider grants the Client a non-exclusive, non-transferable, royalty-free licence to use such deliverables for the duration of the Agreement and for internal business purposes thereafter.

This licence may be revoked if outstanding Fees remain unpaid.

### **13.3 Client Content**

The Client warrants that all content provided to the Service Provider:

13.3.1 is owned by the Client or properly licensed;

13.3.2 does not infringe any third-party rights; and

13.3.3 complies with all applicable laws and regulations.

The Client shall indemnify the Service Provider against any breach of this clause.

## **14. Notices**

### **14.1 Form of Notice**

All notices must be:

14.1.1 in writing;

14.1.2 addressed to the Parties' most recent notified address; and

14.1.3 delivered by email or recorded delivery post.

Email notices are deemed received at the time of successful transmission.

### **14.2 Service of Notices**

Notices shall be deemed delivered:

14.2.1 when delivered by hand, during normal business hours;

14.2.2 48 hours after posting by recorded delivery;

14.2.3 when sent by email, provided no bounce-back is received.

## **15. Assignment and Sub-Contracting**

### **15.1 Assignment by the Client**

The Client may not assign, transfer or subcontract any of its rights or obligations under the Agreement without the prior written consent of the Service Provider.

### **15.2 Assignment by the Service Provider**

The Service Provider may assign or subcontract its rights and obligations:

15.2.1 to any group company; or

15.2.2 to any suitably qualified subcontractor;

provided that the Service Provider remains responsible for performance.

## **16. Relationship of the Parties**

Nothing in the Agreement shall be construed as creating a partnership, joint venture, employment relationship or other fiduciary arrangement.

Each Party is an independent contractor and may not bind the other Party except as expressly permitted.

## **17. Variation**

The Service Provider may update these Terms & Conditions from time to time to reflect:

- changes in law or regulation;
- industry or technological developments;
- operational or commercial requirements.

Any updated Terms shall take effect 30 days after publication on the Service Provider's website or notification to the Client. Continued use of the Services constitutes acceptance.

## **18. Waiver**

Failure or delay by either Party to exercise a right or remedy shall not constitute a waiver of that or any other right or remedy.

## **19. Severance**

If any provision of the Agreement is found to be invalid or unenforceable:

19.1 that provision shall be deemed deleted; and

19.2 the remaining provisions shall continue in full force.

Where deletion materially affects the Agreement, the Parties shall negotiate a valid replacement provision.

## **20. Force Majeure**

Neither Party shall be liable for delay or failure to perform obligations caused by events beyond reasonable control, including:

- power or internet failure;
- industrial action;
- fire, flood or natural disaster;
- war or terrorism;
- government action;
- platform or hosting outages.

Where an event continues for more than 30 days, either Party may terminate the Agreement on written notice.

## **21. Third-Party Rights**

No third party shall have any rights to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **22. Entire Agreement**

The Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, proposals or understandings.

Each Party acknowledges that it has not relied on any representations not expressly set out in the Agreement.

## **23. Governing Law & Jurisdiction**

### **23.1 Governing Law**

The Agreement and any non-contractual obligations arising from it shall be governed by the laws of England and Wales.

### **23.2 Jurisdiction**

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Agreement.

ADR or arbitration shall not be required prior to court proceedings.

## **24. Acceptance of Terms and Conditions**

The Board of Directors approve these Terms and Conditions for use with all Booking Confirmations and Agreements.

By approving, signing, or digitally accepting the Booking Confirmation, the Client confirms that they have read, understood and agreed to be bound by these Terms and Conditions of Business, which together constitute the Agreement. The Client acknowledges that digital acceptance (including electronic signature, typed name, tick-box confirmation, or email confirmation) has the same legal effect as a handwritten signature for the purposes of forming a binding contract under the laws of England and Wales.