

Virtual College Customer Terms and Conditions

(Version 1.001)

These terms and conditions (the “**Conditions**”) apply generally to all Virtual College’s Services. These Conditions should be read in conjunction with the Proposal, Service Description and any schedule(s) referenced therein.

These Conditions govern Your access to and use of the Services (as defined below) and are between Virtual College Limited (company number: 03052439) whose registered office is at Marsel House, Stephenson’s Way, Ilkley, West Yorkshire, LS29 8DD (“**Virtual College**”, “**We**”, “**Us**”, and “**Our**”) and the Customer (as defined in the Proposal) (“**You**” and “**Your**”).

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in the Agreement.

“**Agreement**” means the contract between Us and You for the supply of Services in accordance with these Conditions.

“**Authorised Users**” means the Learners and System Administrators.

“**Content**” means software, data, documents, text, video, audio or other content including E-Learning Materials.

“**E-Learning Materials**” means learning courses delivered by electronic means.

“**Initial Term**” means the initial period during which You are obliged to pay for the Services as set out in the Proposal.

“**Insolvency Event**” means a Party: (a) enters liquidation; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; or (c) proposes to make and/or makes any arrangement with its creditors.

“**Intellectual Property Rights**” means any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world.

“**Learner**” means the individuals who You authorise to use the Services and have been supplied usernames and passwords by You or Virtual College.

“**Parties**” means You and Us collectively, each being a “**Party**.”

“**Proposal**” means a proposal for the supply of Services as provided in writing by Us to You.

“**Service Descriptions**” means the documents and online information setting out the descriptions of the applicable Services and any terms and conditions specific to such Services included with or referenced by the Proposal.

“**Services**” means the services made available by Us as described in the Service Descriptions and Proposal and any other product or service provided by Us under the Agreement.

“**System Administrators**” means Your employees, representatives, consultants, agents and independent contractors authorised to use the Services for administration purposes.

“**Third Party Content**” means Content made available to You by any third party in conjunction with the Services including E-Learning Materials.

“**User Subscriptions**” means the user subscriptions purchased by You which entitle Learners to access Content utilising the Services in accordance with the Agreement. User Subscriptions may alternatively be described as “**Learner Fees**” or “**Licences**” in Service Descriptions or the Proposal.

“**Virtual College Content**” means any Content We (or Our sub-contractors) make available to You in connection with the Services including E-Learning Materials.

“**Virus**” means anything or any device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); steal or redirect data in bad faith or attempt to do the same; or adversely affect the Authorised User experience, including worms, malware, Trojan Horses, viruses and other similar things or devices.

“**Your Content**” means Content that You or any Authorised User run on, cause to interface with, or upload to, the Services, under Your account including E-Learning Materials.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

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- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders.
- 1.5 Any phrase introduced by the words "including", "includes", "in particular" or "for example" or similar shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.6 Subject to clause 1.7, in the event of any inconsistency between these Conditions and the Proposal, Service Descriptions or any schedules to the Agreement then these Conditions shall prevail except where amended by specific reference and agreement between Virtual College and You in the Proposal or otherwise in writing.
- 1.7 Where schedule B (Virtual College Content Development Terms) applies, clause 4 (Intellectual Property Rights) of that schedule B shall prevail in the event of any inconsistency as set out at clause 1.6.

2. Basis of Agreement

- 2.1 These Conditions apply to the Agreement 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 The signed Proposal constitutes an offer by You to purchase the Services in accordance with these Conditions.
- 2.3 The Proposal shall only be deemed to be accepted when We issue a written acceptance of the Proposal at which point and on which date the Agreement shall come into existence.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in Our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

3. Use of the Services

- 3.1 We grant You a non-exclusive, non-sub-licensable, non-transferrable right during the Initial Term of the Agreement to:
 - 3.1.1 access and use the Services set out in the Proposal solely in accordance with the Agreement; and
 - 3.1.2 use the Virtual College Content solely to the extent required for Your permitted use of the Services.
- 3.2 You may access and use the Services set out in the Proposal in accordance with the Agreement, and We

will provide such Services in accordance with the applicable Service Descriptions and these Conditions.

- 3.3 We shall use reasonable endeavours to maintain all necessary licences, consents, and permissions necessary for the performance of Our obligations under the Agreement.
- 3.4 You and Your Authorised Users will comply with all laws, rules, and regulations applicable to Your use of the Services, including those specified in the Service Descriptions.
- 3.5 Third Party Content may be made available directly to You by other companies or individuals under separate terms and conditions, including separate fees and charges, and Your use of Third Party Content is at Your sole risk.
- 3.6 The rights provided by Us under the Agreement are granted to You only, and shall not be considered granted to any subsidiary or holding company of Yours, unless agreed by Us in writing.

4. Virtual College Content

- 4.1 We will use reasonable endeavours to ensure the accuracy of Virtual College Content, including the E-Learning Materials.
- 4.2 We may update the Virtual College Content from time to time and without notice.
- 4.3 We reserve the right to suspend User access to Virtual College Content upon discovery of error or inaccuracy in the E-Learning Materials. We will use reasonable commercial endeavours to correct any error or inaccuracy within Virtual College Content and restore User access following such suspension.
- 4.4 We reserve the right to suspend or withdraw User access to Virtual College Content in the event that new legislation or regulations supersede any element of the E-Learning Materials.
- 4.5 In any event We reserve the right to withdraw User access to Virtual College Content including the E-Learning Materials following provision to you by Us of 12 months' advance notice.

5. Your Content and Data

- 5.1 For the purposes of this clause 5, the terms "data controller", "data processor", "personal data", and "processing" shall have the meanings given in the Data Protection Act 1998 ("DPA"). References to Your personal data include the personal data of the Learners.
- 5.2 Save as where set out at schedule B (Virtual College Content Development Terms) as applicable, You shall own all rights, title and interest in and to all of Your Content and shall have sole responsibility for the

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legality, reliability, integrity, accuracy and quality of Your Content.

- 5.3 In the event of any loss or damage to Your Content, Your sole and exclusive remedy shall be for Us to restore Your Content which has been lost or damaged from the latest back-up of Your Content maintained by Us. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Content caused by any third party (except those third parties sub-contracted by Us to perform services related to maintenance and backup of Your Content).
- 5.4 We shall, in providing the Services, comply with Our Privacy Policy relating to the privacy of Your Content available at <http://www.virtual-college.co.uk> or such other website address as may be notified to You from time to time, as such document may be amended from time to time by Us in Our sole discretion.
- 5.5 Where We process any personal data on Your behalf when performing Our obligations under the Agreement the Parties record their intention that You shall be the data controller and We shall be a data processor and in any such case and:
- 5.5.1 You acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where You and the Learners are located in order to carry out the Services and Our other obligations under the Agreement;
- 5.5.2 You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully use, process and transfer such personal data in accordance with the Agreement on Your behalf;
- 5.5.3 You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- 5.5.4 We shall process the personal data only in accordance with the terms of the Agreement, the DPA and any lawful instructions reasonably given by You from time to time; and
- 5.5.5 each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 5.5.6 It is acknowledged that if a Learner elects to use a personal learning service and/or other learning function provided by Us and agrees to the applicable privacy policy, the data (including personal data) input by the Learner into such areas will be provided to Us outside the scope of this Agreement and We shall, to the extent such data is personal data, be the data controller. If We process any personal data on Your behalf when performing Our obligations under

the Agreement which is used to determine the training outcome for that person from a course which is Virtual College Content, We shall be the data controller.

6. Learners and Authorised Users

- 6.1 In relation to the Learners, You undertake that:
- 6.1.1 Learners shall register via Our website and be bound by the terms and conditions set out on Our website Usage Policy and Privacy Policy which can be viewed at <http://www.virtual-college.co.uk>;
- 6.1.2 the maximum number of Learners that You authorise to access and use each of the Services shall not exceed the number of User Subscriptions You have purchased for those Services from time to time;
- 6.1.3 You will not allow or suffer any User Subscription to be used by more than one individual Learner; and
- 6.1.4 each Learner shall keep a strong and secure password for his use of the Services, which shall be kept confidential; You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Us by email to customersupport@virtual-college.co.uk.
- 6.2 You are responsible for all activities that occur upon access to the Services, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents) and, except to the extent caused by Our breach of the Agreement, We are not responsible for unauthorised access to Your account. You will ensure that all Authorised Users comply with Your obligations under the Agreement. If You become aware of any violation of Your obligations under the Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

7. Your Obligations

- 7.1 You shall:
- 7.1.1 not access, store, distribute or transmit any Viruses, or any material during the course of Your use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; or is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity, and We reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of this clause;
- 7.1.2 not access all or any part of the Services in order to build a product or service which competes with the Services (or any part of them) or attempt to obtain,

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or assist third parties in obtaining, access to the Services, other than as provided under the Agreement;

- 7.1.3 provide Us with all necessary co-operation in relation to the Agreement and all necessary access to such information as We may require in order to render the Services;
- 7.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary that it is responsible for (including in respect of Your Content), to enable Us to provide and You to use the Services;
- 7.1.5 ensure that Your internet connectivity and systems comply with the relevant specifications provided by Us from time to time, including promptly complying with any reasonable requests from Us in connection with the same; and
- 7.1.6 be solely responsible for procuring and maintaining Your internet connectivity to enable access to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your internet connectivity.

8. Fees, Charges and Payment

- 8.1 You will pay Us the applicable fees and charges in accordance with the Proposal for the Services without setoff or counterclaim, and without any deduction or withholding. If any deduction or withholding is required by law, You will notify Us and will pay Us any additional amounts necessary to ensure that the net amount that We receive after any deduction and withholding equals the amount We would have received if no deduction or withholding had been required. All fees and charges shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Our invoices at the appropriate rate.
- 8.2 You will pay Our undisputed invoices within 30 days after the date of such invoices.
- 8.3 Interest shall accrue on any overdue amounts at an annual rate equal to 1% over the then current base lending rate of NatWest Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.4 Unless otherwise stated, reasonable out-of-pocket expenses incurred by Us (for example travel) incurred in the delivery of professional services will be charged in addition to the amounts specified in the Proposal in respect of the Services. Our expense policy is to use the most effective form of transport having due regard to cost, distance to be travelled, length of travel time and time of travel.

- 8.5 We may increase fees and charges for any existing Services after the expiry of the Initial Term by giving You at least 30 days' advance notice provided that such increases do not exceed the increases in the Consumer Price Index over the period from the later of the commencement of the Agreement or any previous price increase.

- 8.6 All sums payable to Us under this Agreement will become due immediately upon termination of the agreement.

9. Suspension

- 9.1 We may suspend Your or any Authorised User's right to access or use all or any part of the Services immediately upon notice to You if We determine that:
 - 9.1.1 You are, or any Authorised User is, in breach of the Agreement, including if You are late in making any payments hereunder by more than 10 days following notification from Us of any such overdue payments; or
 - 9.1.2 Your or an Authorised User's use of the Services:
 - 9.1.3 breaches Our website Usage Policy or Privacy Policy; or
 - 9.1.4 creates a security risk to the Services or any third party; or
 - 9.1.5 may adversely impact the Services or the systems or Content of any other of Our customers.
- 9.2 If We suspend Your right to use or access all or part of the Services You remain responsible for any applicable fees and charges for the Services.

In the event of a suspension of Services, We will recommence the provision of Services within 10 days following the remedy of all breaches of the Agreement.
- 9.3 For the avoidance of doubt, in the event that an Authorised User or Authorised Users (and not You) are in breach as described in 9.1.1, We may, at our sole discretion, only suspend the Service of the Authorised User or Users in breach.

10. Term and Termination

- 10.1 This Agreement shall remain in force until terminated by You or Us in accordance with this clause 10 or until such date set out in the Proposal. Either Party may terminate the Agreement for convenience by providing the other Party with not less than 3 months' advance notice in writing to expire on or after the Initial Term.
- 10.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may

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terminate the Agreement without liability to the other if:

- 10.2.1 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
- 10.2.2 an Insolvency Event applies to the other Party.
- 10.3 On termination of the Agreement for any reason:
 - 10.3.1 all fees and charges that are payable by You under the Agreement shall become due for payment immediately;
 - 10.3.2 all rights granted to You under the Agreement shall immediately terminate;
 - 10.3.3 You will immediately return or (at Our request) destroy all Virtual College Content in Your possession; and
 - 10.3.4 You are responsible for removing all Your Content by 23:59:59 on the effective date of termination. If Content is not removed by this time We may destroy or otherwise securely dispose of any of Your Content in Our possession unless We have agreed in a Proposal or relevant Service Description to back-up Your Content, in which case You may retrieve Your Content in accordance with the provisions of such Proposal or Service Description (as such document may be amended by Us from time to time).
- 10.4 The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, including without limitation clauses 1 (Definitions and Interpretation), 5 (Your Content and Data), 6 (Learners and Authorised Users), 8 (Fees, Charges and Payment), 10 (Term and Termination), 11 (Intellectual Property Rights), 12 (Indemnities), 13 (Limitation of Liability), 14 (Confidentiality) and 16 (General) shall not be affected or prejudiced.
- 10.5 We will provide reasonable commercial assistance to facilitate the smooth transition of the Services to You or any replacement supplier appointed by You provided that You reimburse our reasonable costs, which are to be agreed in advance.

11. Intellectual Property Rights

- 11.1 All Intellectual Property Rights belonging to a Party prior to entering into the Agreement will remain vested in that Party.
- 11.2 Save as where set out at schedule B (Virtual College Content Development Terms) as applicable, as between You and Us, You own all right, title, and interest in and to Your Content. Save as expressly provided in the Agreement, We shall obtain no rights

from You or Your licensors to Your Content. You hereby consent to Us and Our sub-contractors using Your Content to provide the Services. We may disclose Your Content and any confidential information You provide Us with to the extent required to comply with any request of a governmental or regulatory body (including without limitation, any court orders).

- 11.3 Save as where set out at schedule B (Virtual College Content Development Terms) as applicable, You acknowledge and agree that We and/or Our licensors own all Intellectual Property Rights in the Services. You shall not use any Intellectual Property Rights in Our trademarks or brands for any purpose without Our prior written consent and then only if used in accordance with Our instructions as provided from time to time.
- 11.4 We confirm that We have all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.
- 11.5 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Virtual College Content, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Virtual College Content.
- 11.6 You undertake that the performance of Your obligations under the Agreement and Our use of Your Content will not infringe any Intellectual Property Rights of any third party.

12. Indemnities

- 12.1 You shall, at all times during and after the term of the Agreement, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Us arising from or in connection with:
 - 12.1.1 Your breach of the Agreement or violation of applicable law by You or any Authorised User;
 - 12.1.2 Your or any Authorised Users' use of the Services (including any activities under Your Virtual College account and use by Your personnel);
 - 12.1.3 Your Content or the combination of Your Content with other applications or Content, including any claim involving alleged infringement of third-party rights by Your Content or use thereof; or

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12.1.4 Your disclosure of any personal information (as defined by the DPA) to Us; We shall only process information that is subject to the DPA as expressly directed by You.

12.2 We shall notify You of any such third-party claim, allow You to conduct all negotiations and proceedings and provide You with such reasonable assistance as is required by You (at Your cost), and not, without prior consultation with You, make any admission relating to such claim or attempt to settle it, provided that You consider and defend the claim diligently, Using competent counsel and in such a way as not to bring Our reputation into disrepute.

13. Limitation of Liability

13.1 This clause 13 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, sub-contractors and licensors) to You in respect of:

- 13.1.1 any breach of the Agreement howsoever arising;
- 13.1.2 any use made by You of the Services or any part of them; and
- 13.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.2 We warrant that We will perform the Services in accordance with the Service Description and Proposal, with all reasonable skill and care.

13.3 We do not warrant that the Services will be uninterrupted or error free or fit for any particular purpose.

13.4 Any typographical, clerical or other error or omission in any Service Description, sales literature, price list, Proposal or invoice issued by Us will be subject to correction without liability on Our part.

13.5 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

13.6 All warranties, conditions and other terms, express (other than those set out in the Agreement) or implied, by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

13.7 Nothing in the Agreement excludes Our liability for:

- 13.7.1 death or personal injury caused by Our negligence; or
- 13.7.2 fraud or fraudulent misrepresentation; or

13.7.3 any other act or omission, liability for which may not be limited or excluded by law.

13.8 Subject to clause 13.7, We shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for:

- 13.8.1 loss of profits; or
- 13.8.2 loss of business; or
- 13.8.3 depletion of goodwill and/or similar losses; or
- 13.8.4 loss of anticipated savings; or
- 13.8.5 loss or corruption of data or information; or
- 13.8.6 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

13.9 Subject to clause 13.7 Our total liability, in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Agreement shall be limited to the amount You have paid Us under the Agreement for the Service giving rise to a claim during the preceding 12 months.

14. Confidentiality

14.1 Each Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other Party or its agents, and any other confidential information concerning each Party's business or products and services which the other Party may obtain. Each Party shall restrict disclosure of such confidential material to such of its employees, agents or contractors as need to know it for the purpose of discharging its obligations under the Agreement, and shall ensure that such employees, agents or contractors comply with the provisions of this clause 14.1.

14.2 Subject to Your prior written consent, which will not be withheld unreasonably, We may refer to You in Our marketing materials and on Our websites as being one of Our customers, and You grant Us a non-exclusive licence to use Your trademarks solely to the extent reasonably necessary for such purposes.

15. Force Majeure

15.1 We shall not in any circumstances have any liability to You under the Agreement if We are prevented from, or delayed in, performing Our obligations under the Agreement or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or

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other industrial disputes (whether involving Our workforce or that of any third party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

16. General

- 16.1 Notices required to be given under the Agreement shall not be sent by email by You. Notices shall be deemed to have been duly received: (i) if delivered by hand when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery); (ii) if sent by pre-paid first-class post or recorded delivery, at 9.00am 2 business days after posting; and (iii) if sent by facsimile process or email, at the expiration of four hours after the time of despatch, if despatched before 3.00pm on any business day, and in any other case at 10.00 am on the next business day following the date of despatch. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when We send the email, whether or not You actually receive the email.
- 16.2 Neither Party may assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).
- 16.3 We may sub-contract all or any of its obligations under this Agreement.
- 16.4 At any time, each Party shall sign all documents and do or cause to be done all further acts and things as that party so requiring may reasonably require to give full effect to the terms of this Agreement.
- 16.5 The Agreement contains all the terms which the Parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the Parties (whether oral or in writing) relating to such subject matter. Each Party acknowledges and agrees that it has not been induced to enter into this Agreement by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in this Agreement are (to the fullest extent permitted by law) excluded from the Agreement.
- 16.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to the

Agreement shall have any right to enjoy the benefit or enforce any of the terms of the Agreement.

- 16.7 Except as set out in these Conditions, any variation to the Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Us.
- 16.8 Failure by either Party to exercise any right or remedy under the Agreement does not constitute a waiver of that right or remedy. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 16.9 If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 16.10 The Agreement shall be governed by English Law. The Parties agree to submit to the exclusive jurisdiction of the English Courts.