

PIPPA CAMPBELL HEALTH - THE FEMALE FOOD CLUB

MEMBERSHIP TERMS & CONDITIONS

Background

These Terms & Conditions, together with any documents referred to therein, set out the terms under which You can purchase a Membership Subscription to The Female Food Club. Membership Subscriptions are purchased via [Our website](#) ("Our Site"). Please read these Terms & Conditions carefully and ensure that You understand them. If You do not agree to be bound by the Terms & Conditions, You will not be able to subscribe to and participate in The Female Food Club membership programme.

1. Definitions and Interpretation

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

- "Agreement"** means the contract between You and Us, pursuant to which You have agreed to purchase a Membership Subscription on the terms set out in these Terms & Conditions;
- "Commencement Date"** means the date on which You enter into the Agreement with Us;
- "Confidential Information"** means information which is confidential in nature or which is or may be commercially sensitive, and which is disclosed as a result of or in connection with Your participation in the Membership. Confidential Information may include (but is not limited to):
- (1) information of a secret, sensitive or confidential nature relating to Our business, dealings, affairs, practice, accounts, finances, trading, software or know-how, and includes the Membership Materials; and / or
 - (2) information of a secret, sensitive or confidential nature which is disclosed in the course of the Membership by another Member, whether to You individually or in the context of Membership group discussions and/ or Facebook Group posts;
- and in each case, whether that disclosure is made orally or in writing, and whether or not the information is expressly stated to be secret, sensitive or confidential or marked as such;
- "Consumer"** Means an individual who is purchasing a Membership Subscription for their personal use, and for purposes wholly or mainly outside their business and who is a Consumer for the purposes of the Consumer Rights Act 2015 and associated legislation;
- "Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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;

"Intellectual Property Rights"	means: (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights in or in relation to the Confidential Information; (c) rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
"Fees"	means the fees payable by You for the Membership Subscription in accordance with Clause 7;
"Member"	means a member from time to time of The Female Food Club membership programme;
"Membership"	means The Female Food Club membership programme provided by Us, as further described in Clause 3 of these Terms & Conditions;
"Membership Materials"	means any and all materials, including (but not limited to) live or recorded sessions delivered by Us or on Our behalf and/ or written materials in soft or hard copy, to which You may have access as a result of Your participation in the Membership;
"Membership Subscription"	means Your subscription to The Female Food Club membership programme;
"Order"	means Your order for Your Membership Subscription;
"Order Confirmation"	means Our acceptance and confirmation of Your Order;
"Platform"	means the Searchie online platform through which We shall release the Membership Materials to You, or such other online platform as We may use from time to time;
"Us" or "We"	means Pippa Campbell Health Limited, a company registered in Jersey, The Channel Islands, under number 132072 whose registered office address is at Mayfield, La Rue Belin, St Martin, JE3 6BH, Jersey; and
"You"	means the individual to whom We shall provide the Membership Subscription under the Agreement.

2. How the Agreement is formed

- 2.1. In order to place Your Order, You will need to create an account on the Platform which You will access via Our Site.
- 2.2. No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer to purchase a Membership Subscription on these Terms & Conditions. We may, at Our sole discretion, accept that offer. Our acceptance is indicated by Us sending You an Order Confirmation by email. Only once We have sent You an Order Confirmation will there be a legal, binding Agreement between You and Us.
- 2.3. If, for any reason, We cannot accept Your Order, then any Fees paid by You will be refunded to You as soon as possible.

- 2.4. We shall provide the Membership Subscription to You on the terms set out in these Terms & Conditions.

3. The Membership

- 3.1. The Membership is more particularly described on [Our Site](#) and shall consist of:
 - 3.1.1. access via the Platform to the 5-step Reset & Rebalance Guide;
 - 3.1.2. Live online sessions, on topics and at a frequency determined by Us, which may include master classes and Q&A sessions;
 - 3.1.3. Access to a closed Facebook Group for Members, monitored by Us; and
 - 3.1.4. Access via the Platform to other Membership Materials developed by Us or on Our behalf.
- 3.2. You shall have access to the Membership Materials via the Platform once We have accepted Your Order and You have paid the Membership Subscription Fees.
- 3.3. In providing the Membership to You, We shall be acting as an independent membership provider. Nothing in these Terms & Conditions or in the Agreement shall be deemed to create any:
 - 3.3.1. partnership, joint venture or agency between You and Us;
 - 3.3.2. employment relationship between You and anyone engaged by Us; or
 - 3.3.3. other fiduciary relationship between You and Us,other than the contractual relationship expressly provided for in these Terms & Conditions.
- 3.4. The Membership provided by Us (and any persons engaged by Us) under the Agreement will at all times be under Our exclusive supervision, direction and control.
- 3.5. We shall be solely responsible for organising when and how the Membership is provided under the Agreement.
- 3.6. We shall make all reasonable efforts to ensure that the general description of the Membership which appears on Our Site corresponds to the actual Membership that will be provided to You. However, We reserve the right to update and / or change the nature and contents of the Membership from time to time, at Our sole discretion.
- 3.7. We expect You to satisfy Yourself that the Membership will meet Your needs. We do not make any guarantee that You will obtain a particular outcome or result from the Membership. Decisions as to whether and how to incorporate the principles covered in the Membership Materials into Your personal life are entirely Your responsibility.
- 3.8. You understand that any testimonials provided on Our Site do not and are not intended to represent or guarantee that You or any other Member will receive the same or similar results.
- 3.9. You understand that the Membership is not intended to be a substitute for medical or other professional advice (including but not limited to advice from a medical doctor, nutritionist, dietitian, psychiatrist or psychologist) and that it is Your responsibility to seek such independent professional advice where necessary.

4. Live online sessions

- 4.1. Live sessions shall be delivered online via Facebook or Zoom, or such other videoconferencing platform as We may select, and will be scheduled by Us on a regular basis during Your Membership Subscription.
- 4.2. We will advise You of the dates and times of the live sessions in advance. Live sessions cannot be rescheduled at the request of Members.
- 4.3. You understand that the dates and times for live sessions advised to You may be subject to change, depending on the availability of the persons delivering those sessions to You and other matters which may be beyond our control.
- 4.4. If You cannot attend a live session at the scheduled date and time, You may (provided You have paid the Membership Subscription Fees) be given access to a recording of the live session through the Platform. No refunds will be given in respect of missed live sessions.
- 4.5. If You cancel or We terminate Your Membership Subscription, Your access through the Platform

to the recorded live sessions and other Membership Materials shall cease.

5. Our obligations

- 5.1. In providing the Membership Subscription to You, We shall act at all times with reasonable skill and care, consistent with prevailing standards in the health & wellness membership industry in the United Kingdom.
- 5.2. We shall ensure that any persons engaged by Us to provide the Membership to You have the requisite skills and experience to provide the Membership.
- 5.3. Our obligations to You under this Agreement are limited to providing the Membership features described in Clause 3.1. We, and the persons engaged by Us to provide the Membership, cannot offer personalised nutritional or other health and wellbeing advice in the Facebook Group, in live online sessions or in personal correspondence as part of the Membership. If you require personalised advice, this service is not included in the Membership and You must book an individual consultation [via Our Site](#) or, if you prefer, with an alternative nutritionist, dietitian or health and wellbeing practitioner. If you book an individual consultation with Us, additional charges will apply which will be agreed with You in advance.
- 5.4. The Facebook Group for Members referred to in Clause 3.1.3 shall be monitored by Us or on Our behalf between the hours of 9.00 am and 5.00pm Monday to Friday excluding public holidays, or as otherwise notified by Us. Monitoring is not available outside these periods.
- 5.5. We shall not be responsible for the contents of advice and support given to You by other Members, nor do We have any obligation to check or correct any incorrect or inaccurate advice given in the Facebook Group by other Members. You understand that the other Members are not medically qualified or trained and that it is Your responsibility to check and confirm the content of any such advice with an appropriate professional before acting upon it.
- 5.6. We will make every reasonable effort to provide the Membership in a timely manner. In certain circumstances, including (but not limited to) where We encounter a technical issue, or there are interruptions in service on the Platform, We may need to postpone the delivery of live online session, and/ or Your access to Membership Materials via the Platform may be interrupted. We shall use all reasonable endeavours to resolve any such issues. However, We shall not be liable for any delay in the provision or access to a live session or other Membership Materials due to technical issues which are outside Our control or to any Event Outside Out Control as described in Clause 15.

6. Your obligations

- 6.1. You will be prompted to create an Account when signing up for the Membership via the Platform, and to enter a user ID and create a password (together the “**Log In Details**”). Your Log In Details will be used to access the Membership via the Platform. You agree that You will not under any circumstances share Your Account or Your Log In Details with any other person. If You believe that Your Account or Your Log In Details are being used without Your permission, You must contact Us immediately at members@pippacampbellhealth.com.
- 6.2. You understand and acknowledge the importance of the Confidential Information and Intellectual Property Rights to Our business, and warrant and undertake to comply at all times with Your obligations in relation to the Confidential Information and Intellectual Property Rights as set out in Clauses 8 and 9 below.
- 6.3. When communicating in any way using Our Site, the Platform, Zoom (or other video conferencing platform) and/ or the closed Facebook Group provided as part of the Membership, You must not communicate or otherwise do anything that:
 - 6.3.1. is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 6.3.2. promotes or assists in any form of unlawful activity;
 - 6.3.3. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, marriage or civil partnership, pregnancy or maternity, religion or belief, nationality, disability, gender reassignment, sexual orientation or age;
 - 6.3.4. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 6.3.5. is calculated or is otherwise likely to deceive;

- 6.3.6. claims or implies any medical or professional expertise which You do not possess;
 - 6.3.7. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that You do not have a right to;
 - 6.3.8. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party;
 - 6.3.9. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence; and/ or
 - 6.3.10. otherwise infringes the Terms of Use of Our Site, the Platform, Zoom (or such other videoconferencing platform as We may use) and/ or Facebook.
- 6.4. We reserve the right to suspend or terminate Your Membership Subscription, Your access to the Membership, Our Site, the Platform and/ or the closed Facebook Group if You materially breach the provisions of this Clause 6 or any of the other provisions of the Agreement. Specifically, We may, in the exercise of Our sole discretion, take one or more of the following actions:
- 6.4.1. issue You with a written warning;
 - 6.4.2. take legal proceedings against You for damages and/ or reimbursement of any and all costs on an indemnity basis resulting from Your breach;
 - 6.4.3. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 6.4.4. any other actions which We deem reasonably appropriate and lawful.
- 6.5. If We suspend or terminate Your Membership Subscription as a result of Your breach of this Clause 6 or any other breach of the Agreement, no refund shall be due to in respect of the Membership Subscription Fees (or any part thereof).

7. Membership Subscription Fees

- 7.1. In consideration for Us providing the Membership Subscription to You under the Agreement, You agree to pay the Membership Subscription Fees in accordance with this Clause 7.
- 7.2. The Fee for the Membership shall be the annual or monthly Membership Subscription Fees selected by You and displayed on Our Site at the time of Your Order.
- 7.3. The Membership Subscription Fees shall be charged to Your credit card or debit card, via the payment gateway on the Platform.
- 7.4. Any fees charged by Your debit or credit card provider in connection with Your payment of the Membership Subscription Fees are for Your own account and We shall not be responsible for these.
- 7.5. You shall be responsible for all costs You incur in connection with Your access to the Membership Materials via the Platform.
- 7.6. If the Membership Subscription Fees are not paid in accordance with this Clause 7, We reserve the right to:
 - 7.6.1. charge interest on any overdue sum at the rate of 4% per annum above the base rate of Barclays Bank plc from time to time. Interest under this Clause 7.6.1 will accrue from the due date for payment until the actual date of payment of the overdue sum; and/ or
 - 7.6.2. suspend Your access to the Membership Materials, the closed Facebook Group for Members and/ or the Platform until payment of all outstanding Membership Subscription Fees (together with any interest charged under Clause 7.6.1 above) is made in full.
- 7.7. We make all reasonable efforts to ensure that the Membership Subscription Fees shown on Our Site are correct at the time of publication. We reserve the right to change the Membership Subscription Fees advertised on Our Site and to add, alter or remove special offers from time to time. Changes in the Membership Subscription Fees will not affect the Membership Subscription Fees payable by You if have already entered into the Agreement, unless You terminate the Agreement and then later wish to rejoin the Membership (in which case You shall enter into a separate Agreement with Us and the Membership Subscription Fees at the time you

rejoin shall apply).

- 7.8. If You think You have not been charged the correct Membership Subscription Fees, please contact Us at members@pippacampbellhealth.com to let Us know. You will not have to pay interest under Clause 7.6.1 until We have investigated and the dispute is resolved. Once the dispute is resolved, We will charge You interest on correctly charges sums from the original due date.

8. Confidential information

- 8.1. As a result of Your participation in the Membership, We may disclose Confidential Information to You.
- 8.2. You may also, as a result of Your participation in the Membership, be privy to Confidential Information (including secret, sensitive or otherwise confidential information) disclosed by or relating to other Members.
- 8.3. You undertake that You will, at all times during the continuance of the Agreement and after its termination:
 - 8.3.1. keep confidential all Confidential Information;
 - 8.3.2. not disclose (either directly or indirectly) any information disclosed by or relating to any other Member (including but not limited to any Confidential Information) to any other person;
 - 8.3.3. not use any Confidential Information other than for the purpose of Your participation in the Membership and subject to these Terms & Conditions; and
 - 8.3.4. not make any copies of, record in any way or part with possession of any Confidential Information or any information (irrespective of whether that information is secret, sensitive or confidential in nature) relating to any Member.
- 8.4. The obligations contained in this Clause 8 shall survive the termination of Your Membership and the Agreement.

9. Intellectual property

- 9.1. All Intellectual Property Rights subsisting in the Membership Materials shall at all times remain Our exclusive property (or the property of Our licensors, as appropriate). Nothing in these Terms & Conditions or in the Agreement shall vest in You any rights in the Membership Materials or any other material provided by or belonging to Us (or Our licensors, as appropriate).
- 9.2. When We provide You with access to the Membership Materials through the Platform, We will grant You a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Membership Materials for Your own use. The licence granted to You does not give You any rights in the Membership Materials (including any materials that We may licence from third parties).
- 9.3. You may not, for the term of the Agreement or after its termination:
 - 9.3.1. copy, record, reproduce, modify, rent, sell, publish, republish, sub-licence, post, broadcast, distribute, share or otherwise transmit the Membership Materials (or any part of them) or make the Membership Materials (or any part of them) available to any other person; or
 - 9.3.2. use the Membership Materials in the provision of any other course or training
- 9.4. Without prejudice to the generality of the foregoing, You may not record any live session (in full or in part) without Our advance permission.

10. 'Cooling Off Period'

- 10.1. If You enter into the Agreement as a Consumer, You have a statutory right under the Consumer Contracts Regulations 2013 to a "cooling off period". This period will begin on the Commencement Date, and end at the end of 14 calendar days after that date (the "**Cooling Off Period**").
- 10.2. If You wish to cancel the Agreement within the Cooling Off Period, You may do so by selecting the 'Cancel My Membership' option in your Account Profile on the Platform. Your cancellation will take effect immediately.

- 10.3. If You cancel the Agreement within the Cooling Off Period, You are entitled to a refund of any Membership Subscription Fees paid by You. Refunds shall be made as soon as possible, usually within 21 days of Your cancellation, to the payment method used by You when paying Your Membership Subscription Fees.

11. Cancellation by You after the Cooling Off Period

- 11.1. You may cancel the Agreement at any time after the expiry of the Cooling Off Period, by selecting the 'Cancel My Membership' option in your Account Profile on the Platform. That cancellation will take effect on the day immediately preceding the date on which Your next Membership Subscription Fee would have been due, but for Your cancellation.
- 11.2. If you cancel the Agreement under Clause 11.1:
- 11.2.1. You shall not be entitled to any refund of the Membership Subscription Fees (or any part thereof) already paid by You; and
- 11.2.2. You shall not be liable to pay any further Membership Subscription Fees after the date on which Your notice of cancellation takes effect.
- 11.3. Under the Consumer Rights Act 2015, You may also be entitled to cancel the Agreement immediately and obtain a refund if the Membership we provide is not as described, is not fit for purpose and/ or is not of satisfactory quality. If You have any questions or complaints about the Membership, or believe You are entitled to exercise the right to cancel and obtain a refund under this Clause 11.3, please contact Us at members@pippacampbellhealth.com. We will be happy to work with You to try to resolve any complaints or concerns You may have.

12. Our right to terminate the Agreement

- 12.1. We shall have the right to terminate the Agreement immediately if You breach any of the terms set out in these Terms & Conditions or any other term of the Agreement including, but not limited to:
- 12.1.1. Your obligations as set out in Clause 6;
- 12.1.2. Your obligation to pay the Membership Subscription Fees in full and on time, in accordance with Clause 7; or
- 12.1.3. Your obligations in respect of the Confidential Information (Clause 8) and Our Intellectual Property (Clause 9)
- 12.2. We shall have the right to terminate the Agreement immediately if You have in our reasonable opinion acted in such a way as might affect Our goodwill or reputation, or our ability to deliver the Membership to other Members and/ or Our other services to other clients.
- 12.3. We shall have the right to terminate The Female Food Club membership programme and/ or the Agreement, at any time and for any reason, on 30 days written notice.
- 12.4. We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than 60 days, or if We are unable to provide or continue to provide the Membership (or part of it) due to the non-availability of the necessary personnel and/ or materials.
- 12.5. If We terminate the Agreement under this Clause 12:
- 12.5.1. You shall not be entitled to any refund of Membership Subscription Fees paid by You as at the date of termination (in whole or in part); and
- 12.5.2. You shall not be liable to pay any further Membership Subscription Fees after the date of termination by Us.

13. Effects of cancellation or termination

- 13.1. Upon cancellation or termination of the Agreement under Clauses 10 – 12, for any reason:
- 13.1.1. any outstanding Membership Subscription Fees due from You to Us in accordance with the Agreement shall become immediately due and payable;
- 13.1.2. the licence granted to You by Us under Clause 9.2 shall terminate immediately;
- 13.1.3. You will cease to have access to the Membership Materials through the Platform;
- 13.1.4. You will cease to have access to the closed Facebook Group for Members;

- 13.1.5. We shall have no obligation to return to You or remove any content contributed by You in the course of Your participation in the Membership;
- 13.1.6. all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 13.1.7. termination or cancellation shall not affect any remedy which the terminating party may have in respect of the event giving rise to the termination or cancellation or in respect of any breach of the Agreement which existed at or before the date of termination; and
- 13.1.8. subject as provided in this Clause 13, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

14. Our liability

- 14.1. We make reasonable efforts to ensure that the Membership Materials are accurate, complete and up-to-date at the time they are delivered and/ or uploaded to the Platform. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Membership Materials are accurate, complete or up-to-date. We are under no obligation to update the Membership Materials after they are uploaded to the Platform.
- 14.2. We shall not be liable to You for any inaccuracy or misleading information provided in the Membership or Membership Materials and any reliance by You on any such information; any loss or corruption of data; any loss of profit, loss of business, interruption to business, loss of business opportunity or any other indirect, special or consequential loss or damages.
- 14.3. In providing the Membership to You, We (and the persons engaged by Us) are not acting in the capacity of doctor, psychiatrist, psychologist, nutritionist, dietician or other licensed or registered professional, and any advice given by Us or on Our behalf is not intended to take the place of such professional advice. We shall not prescribe or provide health care or medical services, or diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body in the course of providing the Membership. If You are under the care of a health care professional or currently use prescription medications, You should discuss any dietary changes or potential dietary supplements with Your doctor, and should not discontinue any prescription medicine without first consulting Your doctor.
- 14.4. We shall not be liable to You for the contents of advice and support given to You by other Members, nor do We have any obligation to check or correct any advice given in the Facebook Group by other Members which may be incorrect or inaccurate. You understand that the other Members are not medically qualified or trained and that it is Your responsibility to check and confirm the content of any such advice with an appropriate professional before acting upon it.
- 14.5. Subject to the remainder of this Clause 14, Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Membership Subscription Fees paid by You to Us under the Agreement.
- 14.6. Nothing in these Terms & Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation, or for breach of Your legal rights as a Consumer.

15. Events outside Our control

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to power failure, internet service provider failure, service interruptions on the Platform, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic or other natural disaster or any other event that is beyond Our reasonable control.

16. Data protection

- 16.1. All personal information that We may use will be collected, processed, and held in accordance with Our obligations under the Data Protection Legislation.
- 16.2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to [Our Privacy Policy](#) on Our Site.

17. Contacting Us

If You wish to contact Us about any aspect of Our service, or to serve any notice under the Agreement, You may do so by email at members@pippacampbellhealth.com.

18. No Waiver

No failure or delay by Us in exercising any of Our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. Assignment, Sub-Contracting and Third Party Rights

- 19.1. We may transfer (assign) Our rights under these Terms & Conditions (and under the Agreement, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing.
- 19.2. You may not transfer (assign) Your obligations and rights under these Terms & Conditions (and under the Agreement, as applicable) without Our express written permission.
- 19.3. We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.
- 19.4. The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 19.5. Subject to the above provisions of this Clause 19, the Agreement shall continue and be binding on Your and / or Our transferee, successors and assigns, as required.

20. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

21. Amendments to these Terms & Conditions

We may revise these Terms & Conditions from time to time. If We make changes to these Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect. If You wish to cancel the Agreement as a result of those changes, You should refer to Clause 11.1 of these Terms & Conditions.

22. Dispute resolution

- 22.1. Any dispute, controversy or claim arising out of or in connection with the Agreement shall be governed by, and construed in accordance with the law of England & Wales.
- 22.2. Any dispute, controversy or claim arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England & Wales.