

TERMS AND CONDITIONS

Terms and conditions for the supply of services by ActivKids UK LTD

THE SCHOOL'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12 (LIMITATION OF LIABILITY) AND THE CANCELLATION FEE PAYABLE UNDER CLAUSE 14.1.

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these General Terms (unless the context requires otherwise):

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges	the charges payable by the School for the supply of the Services in accordance with clause 7 or the cancellation fee payable in accordance with clause 14.1.
Code of Fundraising Practice	means the Code of Fundraising Practice issued by the Fundraising Regulator from time to time. A copy of the Code of Fundraising Practice can be assessed at https://www.fundraisingregulator.org.uk or provided by the Supplier upon written request.
Commencement Date	has the meaning given in clause 2.3.
Contract	the contract between the Supplier and the School for the supply of Services in accordance with these General Terms.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Data Protection Legislation	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, the requirements of the Telephone Preference Service, 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 and privacy of electronic communications.

Event	the sports participation event or other event proposed by the Supplier under the Contract as more particularly described in the Specification.
General Terms	these general terms and conditions as amended from time to time in accordance with clause 15.6.
ICO	the Information Commissioner's Office or its statutory successor;
Participant	any School Personnel who participates or is reasonably expected to participate in the Event.
Participation Fee	has the meaning set out in clause 7.1.1.
Proposal Letter	the Supplier's letter or email setting out (amongst other things) the proposed details relating to the Event, the Charges and the Services;
School	the school, academy or other organisation which agrees to purchase the Services from the Supplier.
School Default	has the meaning set out in clause 5.2.
School Personnel	any governor, director, officer, employee, contractor, agent, volunteer and pupil/student of the School (excluding the Supplier).
School Voucher	has the meaning set out in clause 7.5.
Services	the services and any deliverables supplied by the Supplier to the School in connection with the Event as set out in the Specification.
Services Fee	has the meaning set out in clause 7.4.2.
Specification	the description or specification of the Services set out in the Proposal Letter or as otherwise provided in writing by the Supplier to the School.
Supplier	ActivKids UK LTD, a limited company incorporated and registered in England and Wales with company number 14587249.
Supplier Materials	has the meaning set out in clause 5.1.8.

Supplier Personnel

any director, officer, employee, consultant, agent, subcontractor or professional adviser of the Supplier.

1.2 A reference to legislation or a legislative provision:

1.2.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes email but not fax.

1.5 The Supplier is a social enterprise with a mission to encourage children to be more physically active, resilient and lead healthy lives. The Supplier pursues this mission by various means including by bringing elite athletes into schools across the United Kingdom to motivate and inspire children and young people to be physically active and by helping schools to raise funds for programmes, products or resources designed to improve and increase physical activity at the school. In turn schools organise an event and encourage their pupils/students and other supporters to participate and raise funds to purchase these programmes, products or resources. These principal objectives and methods shall apply to any Contract relating to a fundraising-related Event.

2. Basis of contract

2.1 There shall be no contractual relationship between the Supplier and the School unless and until the Supplier has sent the Proposal Letter to the School.

2.2 The Proposal Letter constitutes a contractual offer by the Supplier to supply the Services in accordance with the terms of the Proposal Letter and these General Terms. In the event of any conflict between these General Terms and any terms set out in the Proposal Letter the terms of the Proposal Letter shall prevail.

2.3 The Proposal Letter shall be deemed to be accepted when the School (a) confirms in writing its acceptance of the Proposal Letter or (b) having received the Proposal Letter then takes any action or instructs the Supplier in writing to take any action consistent with its implied acceptance of the Proposal Letter, whereupon the Contract shall be formed (Commencement Date). Once the Contract has been formed (and if the School has not already done so), the School agrees upon the Supplier's

written request to promptly sign and date the Proposal Letter (whether digitally or by hand) and to provide a copy of the same to the Supplier in electronic form or hard copy form.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's 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 Contract or have any contractual force.

2.5 These General Terms apply to the Contract to the exclusion of any other terms that the School seeks to impose or incorporate or which may be implied by law, trade custom, practice or course of dealing.

3. Term

3.1 The Contract shall commence (or shall be deemed to have commenced) on the Commencement Date and, unless the Proposal Letter specifies otherwise, shall expire once the Supplier has completed the Services (unless the Contract is terminated earlier in accordance with its terms).

4. Supply of Services

4.1 The Supplier shall supply the Services to the School in accordance with the Specification in all material respects.

4.2 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the School in any such event. For the avoidance of doubt, the Supplier substituting any elite athlete named in the Specification for any other elite athlete to deliver any part of the Services shall not be deemed as materially affecting the nature or quality of the Services.

4.3 Subject to the School providing the relevant documents and information to the Supplier, the Supplier shall comply with the School's health and safety, security and safeguarding policies;

4.4 The Supplier warrants to the School that the Services will be provided using reasonable care and skill and in accordance with all applicable law.

4.5 The School acknowledges and accepts that, except as may be set out in the Specification, the scope of the Services in connection with any fundraising-related Event is limited to:

4.5.1 arranging for suitable people (including for example an elite athlete) to visit the school to speak at the Event;

4.5.2 assisting the School to organise the Event;

4.5.3 providing template sponsorship forms and other related materials

4.6 The School acknowledges and accepts that the Supplier and the Supplier Personnel shall not promote the Event nor procure gifts of money or other property, and it is the responsibility of the School and the School Personnel to promote the Event and raise funds for the School.

4.7 The School further acknowledges and accepts that the online fundraising platform is provided under clause 4.5.4 only on an 'as is' and 'as available' basis.

5. School's obligations

The School shall:

5.1.1 provide reasonable co-operation with and assistance to the Supplier and the Supplier Personnel in all matters relating to the Services;

5.1.2 provide the Supplier and the Supplier Personnel with access to the School's premises and such other premises as may be relevant for the Event (**Premises**) and other facilities as reasonably required by the Supplier;

5.1.3 provide the Supplier with such documents and information as the Supplier may reasonably require in order to supply the Services or calculate the Charges, and ensure that all such documents and information are complete, accurate and up-to-date and not misleading;

5.1.4 prepare the Premises as may be applicable for the supply of the Services and ensure that the Premises are in good condition and safe for their intended use;

5.1.5 remain responsible at all times for the health and safety of the School Personnel and any visitors to the Premises and the safeguarding of its pupils/students, and for the avoidance of doubt, the School shall remain in loco parentis of its pupils/students at all times;

5.1.6 provide the Supplier with its health and safety, security and safeguarding policies procedures before the Event together with such other policies and procedures as the Supplier thinks fit;

5.1.7 obtain and maintain all necessary licences, permissions and consents (including any parental consents) which may be required for the Services before the date on which the Services are to start;

5.1.8 review and modify any template Supplier Materials in such manner, and circulate such modified Supplier Materials by such means and to such persons, as it thinks fit;

5.1.9 be responsible for the solicitation of Donations by the School Personnel for the benefit of the School or its purposes;

5.1.10 ensure that any Donations paid to the School are collected, stored and banked or processed and held safely and in accordance with good practice; and

5.1.11 comply with any additional requirements or advice as set out in the Specification.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the School or failure by the School to perform any relevant obligation

(School Default):

5.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the School remedies the School Default, and to rely on the School Default to relieve it from the performance of any of its obligations in each case to the extent the School Default prevents or delays the Supplier's performance of any of its obligations;

5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the School arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations under the Contract; and

5.2.3 the School shall reimburse the Supplier on written demand for any costs or losses reasonably sustained or incurred by the Supplier arising directly from the School Default.

6. Fundraising

6.1 Each party shall comply with the requirements of the Code of Fundraising Practice to the extent applicable to the Contract.

6.2 Each party shall (and shall use reasonable endeavours to procure that any third parties shall):

6.2.1 protect vulnerable people and other members of the public from:

6.2.1.1 unreasonable intrusion on their privacy;

6.2.1.2 unreasonably persistent approaches for the purpose of soliciting or otherwise procuring gifts of money or other property; and

6.2.1.3 undue pressure to give money or other property,

directly or indirectly resulting from or in connection with the Contract; and

6.2.2 put in place, monitor and review policies and procedures with a view to achieving the same.

6.3 Each party shall ensure that any solicitation for Donations includes a statement which clearly indicates:

6.3.1 the School and, where applicable, any other charitable institution as the beneficiary or beneficiaries of the Donation (if a Donation were to be made);

6.3.2 where any other charitable institution is also to benefit, the proportions in which the School and each other charitable institution are to benefit; and

6.3.3 the method by which the Supplier's remuneration is to be determined and the notifiable amount of that remuneration being the actual amount (if known) or (if not known) an estimate of that remuneration calculated as accurately as is reasonably possible in the circumstances.

6.4 Each party shall monitor and review compliance with this clause 6 and shall notify the other if it considers or suspects, or it is alleged, that it, the other party or any third party has failed to comply with the requirements of the Code of Fundraising Practice in connection with the Contract.

6.5 In the event of any third party complaint made to the School and/or the Supplier in connection with the Services or the Event the Supplier shall in its reasonable discretion determine whether such complaint falls to be dealt with (whether wholly or in part) in accordance with its complaints policy and procedure and/or the School's complaints policy and procedure.

6.6 Each party shall give reasonable assistance and cooperation to the other in connection with any complaint or enquiry made by any third party (including any governmental or regulatory body) in connection with the Services or the Event.

7. Charges

7.1 Unless the Proposal Letter specifies otherwise, the Charges for the supply of the Services shall be calculated based upon the standard formula set out in this clause 7, namely:

7.1.1 the number of Participants who participate or are expected to participate in the Event **(Administration / Participation Fees)**; and

7.1.2 the donations paid by the School Personnel or any supporters of the School to the Supplier and/or the School directly or indirectly as a result of or in connection with the Services **(Donations)**.

7.2 Subject to clause 3 below, the Supplier shall charge a Administration/ Participation Fee per Participant in the Event as set out in the Specification.

7.3 If the total sum of Donations is less than or equal to the total sum of Administration/ Participation Fees then the Charges will be equal to the total sum of Donations and no Administration/ Participation Fees shall be payable.

7.4 But if the total sum of Donations is greater than the total sum of Participation Fees then the Charges will comprise:

7.4.1 the total sum of Participation Fees; plus

7.4.2 a fee equal to the total sum of Donations less the total sum of Participation Fees where that sum is then multiplied by a percentage set out in the Specification (**Services Fee**).

7.5 The School shall be entitled to retain the balance of the Donations less the Charges in the form of cash.

7.6 By way of example only the standard formula provides that:

7.6.1 if the total of the fees per pupil came to £300 and the total donations came to £150 then the ActivKids UK would receive just the £150 in total and the school would not receive a cash sum; or

7.6.2 if the total fees per pupil came to £200 and the total donations came to £2,000 then ActivKids UK would receive $£300 + (£2,000 - £300) \times 40\% = £300 + £680$ which comes to £980 in total. The school would receive a cash sum with a value of $£2,000 - £980 = £1,020$.

8. Payment

8.1 The School shall notify the supplier of the Donations it has received in connection with any fundraising-related Event and the Supplier shall determine the Charges payable in accordance with clause 7 above or as otherwise specified in the Proposal Letter.

8.2 The School will bank all moneys they receive into their own bank account, while the Supplier will bank moneys received through the sponsorship into their own bank account.

8.3 The Supplier shall invoice the School for the Charges a day before the event. Invoices can be paid in cash on the day (sponsorship money).

8.4 The School shall pay each invoice submitted by the Supplier on the day of the event either in cash or transferred in Supplier bank account unless stated differently on proposal letter.

8.5 Time for payment shall be of the essence of the Contract.

8.6 All amounts payable by the School under the Contract are stated exclusive of any value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the

Contract by the Supplier to the School, the School shall (on receipt of a valid VAT invoice) pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services (or any part of them) at the same time as payment is due for the supply of the Services.

8.7 If the School fails to make any payment due to the Supplier under the Contract by the due date then (without limiting the Supplier's remedies under clause 13 below, the School shall pay interest on the overdue sum from the due date until payment of the overdue sum whether before or after judgement. Interest under this clause 6 shall accrue each day at 5% per annum above the Bank of England's base rate from time to time or at 5% per annum for any period where that base rate is below zero.

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

9. Intellectual property rights

9.1 All intellectual property rights and know-how of any kind in or arising out of or in connection with the Services (other than any intellectual property rights and know-how in any materials provided by the School) shall be owned by the Supplier.

9.2 The Supplier grants the School a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any template Supplier Materials provided to the School and use such modified Supplier Materials for the term of the Contract for the purposes of the Contract only.

10. Data protection

10.1 Each party shall comply with its obligations under the Data Protection Legislation to the extent applicable to the Contract and the Services.

10.2 Where either party as data controller (**discloser**) shares any personal data with the other party, the discloser shall ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of the shared personal data to the other party and any agreed recipients for the purposes of the Contract, and each party shall:

10.2.1 give full information to any data subject whose personal data may be processed under the Contract of the nature and purpose of such processing and such other information as is required by the Data Protection Legislation;

10.2.2 process the shared personal data only for the purposes of the Contract;

10.2.3 not disclose or allow access to the shared personal data to any third party other than any agreed recipients;

10.2.4 ensure that all agreed recipients are subject to written contractual obligations concerning the shared personal data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;

10.2.5 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

10.2.6 not transfer any personal data received from the Data Discloser outside the United Kingdom unless the transferor ensures that (i) the transfer is to a country approved under the Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the Data Protection Legislation applies to the transfer.

10.3 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

10.4 A copy of the Supplier's privacy policy can be accessed at <https://activkidsuk.com/privacy-policy> or supplied on written request.

11. Records and inspection

11.1 During the term of the Contract and for a period of 12 months thereafter each party shall keep and make available to the other, on request and at all reasonable times, any books, documents or other records relating to the Contract in a legible form.

11.2 The inspecting party shall use its reasonable endeavours to ensure that the conduct of any inspection does not unreasonably disrupt the other party or delay or interfere with the provision of any services by the other party.

12. Limitation of liability.

12.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause 12 reflect the insurance cover the Supplier has been able to arrange and the School is responsible for making its own arrangements for the insurance of any excess loss.

12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 Nothing in the Contract excludes or limit any liability which cannot legally be excluded or limited, including either party's liability for:

12.3.1 death or personal injury resulting from its negligence; and

12.3.2 fraud or fraudulent misrepresentation.

12.4 The School is reminded that it shall be responsible for the organisation and safe running the Event including the health and safety of the School Personnel and any visitors to the Premises. Subject to clause 3 above, the Supplier shall have no liability for any injury, loss or damage suffered or incurred by any School Personnel or any visitors to the Premises. Furthermore the School shall indemnify the Supplier in respect of any demands, claims, proceedings, liabilities, losses, damages, costs or expenses of any kind suffered or incurred by the Supplier arising from any third party claim threatened or made against the Supplier in connection with any incident occurring at the Event or at the Premises.

12.5 Subject to clauses 3 and 12.4 above, the Supplier shall have no liability to the School for any indirect or consequential loss or damage and the Supplier's total liability to the School shall not exceed a sum equal to the Charges payable or, if greater, the sum recovered by the Supplier under its insurance policies.

12.6 This clause 12 shall survive expiry or termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract for any reason by giving the School at least one day's written notice before the Event or such other notice period as may be specified in the Specification.

13.2 Without affecting any other right or remedy available to it, the School may terminate the Contract for any reason by giving the Supplier at least six weeks' written notice before the Event or such other notice period as may be specified in the Specification.

13.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.3.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

13.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business; or

13.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the School if:

13.4.1 the School is an academy and a termination notice has been issued by the Secretary of State for Education in respect of the School; or

13.4.2 the School is a maintained school and a decision to close the School pursuant to section 15 of the Education and Inspections Act 2006 is published by the relevant local authority;

13.4.3 the School is an independent school and the Secretary of State has issued a notice to remove the School from the register pursuant to section 116 of the Education and Skills Act 2008; or

13.4.4 the School is otherwise subject to any other restriction or measure which in the opinion of the Supplier is reasonably equivalent or similar, in nature or effect, to any of the circumstances set out in clauses 13.4.1 to 13.4.3 above.

14. Consequences of termination

14.1 If the School terminates the Contract before the Event by giving shorter notice than is required under or in accordance with clause 2 above, the Supplier shall be entitled to charge a cancellation fee of £495 or such higher fee as may be set out in the Specification.

14.2 On termination of the Contract:

14.2.1 the School shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice which shall be payable by the School immediately on receipt; and

14.2.2 the School shall return all of the Supplier Materials. Until they have been returned, the School shall be solely responsible for their safe keeping and will not use them for any purpose.

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

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

15. General

15.1 Warranties. Each party represents and warrants that it (or its authorised representative) has read and understood, and accepts, the terms of the Contract; it has the lawful power and authority to enter into and perform the Contract; and it has duly authorised its execution.

15.2 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract (excluding any obligation to make payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control including acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, armed conflict; nuclear, chemical or biological contamination; any law or any action taken by a governmental or public authority; collapse of buildings, fire, explosion or accident; non-performance by suppliers or subcontractors; and interruption or failure of utility service.

15.3 Assignment and other dealings.

15.3.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.3.2 The School shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.4 Confidentiality.

15.4.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 4.2 below.

15.4.2 Each party may disclose the other party's confidential information:

15.4.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or

advisers to whom it discloses the other party's confidential information comply with this clause 15. 4;
and

15.4.2.2 as may be required by applicable law, a court or tribunal of competent jurisdiction or any governmental or regulatory body.

15.4.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15.5 Entire agreement.

15.5.1 The Contract (including the Proposal Letter and these General Terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and undertaking between the parties, whether written or oral, relating to its subject matter.

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

15.6 Variation. Except as set out in these General Terms, no variation of the Contract shall be effective unless it is in writing, agreed by the parties (or their authorised representatives) and is signed by the Supplier (or its authorised representative) whether by hand or digitally.

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

15.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract deleted under this clause 15.8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.9 Notices.

15.9.1 A notice given to a party under or in connection with the Contract:

15.9.1.1 shall be in writing;

15.9.1.2 shall be signed by or on behalf of the party giving it;

15.9.1.3 shall be sent to the party for the attention of the contact and at the address or email address set out in clause 9.2 below or to such other address or email address as that party may from time to time notify to the other party in writing;

15.9.1.4 unless proved otherwise, is deemed received as set out in clause 9.3 below if prepared and sent in accordance with this clause.

15.9.2 The address and email address for service of notices to the Supplier are:

Address: 35 Chester Street, Wrexham, LL13 8AH

Email address: info@activkidsuk.com

For the attention of: Nathan Dodd

The address and email address for service of notices to the School are those set out in the Proposal Letter or as the School shall otherwise promptly supply to the Supplier upon written request.

15.9.3 Any notice or communication shall be deemed to have been received:

15.9.3.1 if delivered by hand, at the time the notice is left at the proper address;

15.9.3.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or

15.9.3.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.3.3, business hours means 9.00am to 5.00pm on a Business Day.

15.9.4 This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

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

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

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