



1. Interpretation

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1.1 Definitions

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

Adventure(s): The activities arranged by TYF for the customer forming part of the customer(s) activity programme.

Booking: The customer's booking for services, including making the deposit payment.

Booking Confirmation: A document setting out the agreed programme of Adventures, number of customers and the price for the Customer's signature.

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

Commencement Date: Has the meaning given in clause 3.3.

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

Contract: The contract between TYF and the customer for the supply of services in accordance with these conditions.

COVID-19: Means coronavirus.

Customer: The person or groups of persons specified by the lead guest or otherwise referred to as "You" throughout these conditions.

Deposit Payment: Means a non-refundable sum equal to forty percent (40%) of the sum quoted by TYF to the customer in the booking confirmation.

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

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

Intellectual Property Rights: Means all intellectual property rights, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each



case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Lead Guest: The person making the customer(s) booking who shall be TYF's principal contact in relation to all matters in respect of the contract.

Quotation: This means an estimate of the price for the booking submitted by TYF to the customer prior to the contract being made.

Services: The adventure-related services are to be provided by TYF, its agents, or contractors as detailed in the booking confirmation.

TYF: The TYF Adventure Ltd (Company Number: 15225387) whose registered office is situated at 20 High Street, St Davids, Pembrokeshire, SA62 6SD or otherwise referred to as "We", "Us", throughout these conditions.

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

1.2 Interpretation

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

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

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

2. This Agreement

This agreement is made between TYF and the customer in accordance with the conditions.

3. Your Contract

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

3.2. The booking constitutes an offer by the customer to purchase services in accordance with these conditions.

3.3. A contract shall only be deemed to be accepted when TYF issues the booking confirmation to the customer after the payment (as detailed in the quotation) has been received by TYF from the customer at which point and on which date the contract shall come into existence (commencement date).

3.4. The lead guest confirms and warrants to TYF that it is authorised to make the booking on behalf of the customer and the lead guest confirms that it will ensure that all members of the customer's group shall comply and adhere with the provisions of these conditions at all times.



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

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

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

3.8. These conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless confirmed by us to you in writing.

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

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

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

3.12. Any typographical, clerical or other omission in any sales literature, quotation, booking confirmation, invoice or other document issued by TYF should be subject to correction without any liability on the part of TYF.

4. Quotations, Booking & Payments

4.1. TYF will provide the customer with a quotation detailing the price, a draft adventure programme which will be amended where necessary to suit your school/college/group needs, based on expected numbers attending TYF.

4.2. Once the adventure programme, an approximate number of customers and the quotation has been agreed, TYF will issue an invoice to the customer.

4.3. Upon receipt of the signed copy of the conditions and payment of the invoice will issue a booking confirmation to the customer.

4.4. If your booking is made more than 4 months from the date of your adventure commencing at TYF we shall only require a deposit payment to secure the booking. The balancing payment must be made no later than 2 months prior to the date of your adventure at TYF.



4.5. You must provide TYF with confirmation of the final numbers and your completed group registration form not less than 2 months prior to the booking date to the customer.

4.6. If your booking is made within 2 months of your programme start date, you will be required to confirm numbers at the time of your booking and you will be invoiced in full at the time of your booking.

4.7. Payments can be made to TYF by cheque or bank transfer. If the deposit payment is paid by credit or debit card, the balance will be automatically debited from your card on the due date and may be subject to additional fees.

4.8. All amounts payable by the customer under the contract are exclusive of amounts in respect of value-added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the contract by TYF to the customer, the customer shall, on receipt of a valid VAT invoice from TYF, pay to TYF such additional amounts in respect of VAT as are chargeable on the supply of the services at the same time as payment is due for the supply of the services.

4.9. If the customer fails to make a payment due to TYF under the contract by the due date, then, without limiting the TYF's remedies under clause 14, the customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

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

4.11. Bookings made through agents or third-party websites may be subject to their own terms and conditions and payment policies. Our contract will be held with the agent and all communication will be made through them.

5. Customer's Responsibilities and Obligations

5.1. You will be issued with an itinerary by TYF prior to arrival, with full details confirmed as part of your welcome meeting. This will include all mealtimes and adventure times. We ask you to attend on time for all bookings and the adventures. TYF and partners reserve the right to cancel a meal/adventure should your group be late to attend. This includes evening meals on the day of arrival. We may be unable to offer meals with a late arrival/early departure.

5.2. It is the customer's responsibility to arrive on time for their scheduled adventure. If you do not arrive on time TYF cannot guarantee your participation at the scheduled adventure.

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

5.4. TYF operates a strict no smoking policy in all centre buildings and vehicles.



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

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

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

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

6. Safety, Fitness & Property

6.1. The customer warrants that it shall comply with the instructions and guidelines given by TYF's adventure guides, employees, agents and contractors at all times during the booking.

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

6.3. The health and safety of our customers is our highest priority and we only permit customers to participate in the adventures who are fit and free from the influence of alcohol or illegal drugs prior to and during their adventure. If in our opinion the customer is not considered to be sufficiently well, fit or able to take part in their adventure, we reserve the right to exclude them at any time before or during the adventure, in which case TYF will not accept liability for any damages, loss or expenses.

6.4. Your property: We can store phones, wallets or keys whilst you are with us, but it helps us if you minimise the amount of belongings you bring with you. The customers acknowledge items left in our care are left at the owner's own risk and personal items taken on sessions remain customers' sole responsibility.

6.5. TYF Property: We expect you to take care of TYF property, and you agree to incur the cost of replacement or repair of any TYF equipment damaged as a result of your negligence or misconduct.

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

6.7. Self-Led Activities

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

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



7. Accommodation

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

7.2. All rates are based on shared accommodation on full room occupancy. All rooms are private, shared only with your group. The customers staff rooms are allocated based on two sharing. We can offer single supplements for guests over the age of 18 at an additional cost (subject to availability).

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

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

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

7.6. It is the lead guest's responsibility to ensure that no group member:

7.6.1. Under the age of 18 consumes alcoholic beverages or any prohibited drugs;

7.6.2. Smokes in any accommodation or on TYF premises; or

7.6.3. Behaves in any other way which may cause a fire hazard or risk to the health and safety of any person including TYF employees, agents or contractors.

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

8. Adventure Partners

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

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

9. Organiser Declaration

9.1. TYF has a strong track record of introducing people to a lifetime of adventure. We employ expert guides and have over thirty years' experience operating on the Pembrokeshire coast, so you can be confident that your group is in safe hands.



9.2. TYF shall send a form (in the form set out in schedule 1) to be completed via Google to the lead guest in order for the lead guest to distribute this form to all members of the customer's group to complete and submit to TYF. The customer acknowledges that the forms will need to be completed and submitted by the parents or guardians of any person under the age of 18.

9.3. The customer and the lead guest acknowledge that any person that is attending TYF who has not completed and submitted the necessary information and/or consents to TYF shall not be permitted to participate in any of the adventures.

9.4. In addition, TYF require that the lead guests ensure that the following statements are sent to each customer and their parents or guardian if the members are under the age of 18.

9.4.1. "TYF may take photos during activities to share with your group, and occasionally use them for marketing purposes. Please indicate if you are happy for photos to be used for promotional purposes".

9.4.2. " Each adventure session may require participation in continuous, moderate exercise for several hours. I believe that the named participant is capable of this, taking the factors I have stated above into consideration."

9.4.3. "TYF's strict risk assessments and operating procedures are designed to minimise risk. However, adventurous activities are inherently hazardous and cannot be completely risk free; without undermining the adventure experience or the reason for taking part. TYF has a duty of care to make the activities as safe as is reasonably practical. The participant must therefore help our staff to look after their safety by listening carefully to instructions and by doing what they are asked to do."

9.5. Where any members of the customer's group are under the age of 18, the lead guest is deemed to be acting in loco parentis for the participants listed, with the knowledge and permission of their legal parent or guardian.

9.6. The customer and the lead guest acknowledge that the lead guest shall retain ultimate responsibility for all members of the customer's group at all times during the adventures.

10. Limitation of Liability

10.1. TYF has obtained Public Liability insurance cover in respect of our own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and the customer is responsible for making its own arrangements for the insurance of any excess loss. TYF's insurance documents will be provided to you as part of the booking confirmation and are available on request at any time if you request them in writing.

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



10.3. In no event shall TYF be liable to any customers whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with these conditions for any:

10.3.1. Loss or damage;

10.3.2. Loss of profit;

10.3.3. Loss of reputation;

10.3.4. Loss of business, revenue or goodwill;

10.3.5. Loss of anticipated savings;

10.3.6. Loss as a result of theft;

10.3.7. Pledges made on your behalf or by you to any charity; or

10.3.8. Consequential or indirect loss, regardless of whether the loss or damage:

(a) Would arise in the ordinary course of events;

(b) Is reasonably foreseeable; or

(c) Is in the contemplation of the parties or otherwise.

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

10.5. TYF will only be liable for loss or damage caused by the proven negligence or fault of the company or its employees in performing their obligations under this contract.

10.6. Subject to the provision of this clause 10, TYF's total liability to the Customer's in respect of all other losses arising from the Contract, whether in contract, tort or otherwise shall be limited to a maximum sum equal to the total amount paid by the Customer under the Booking.

11. Intellectual Property Rights

11.1. All Intellectual Property Rights (IPR) in or arising out of or in connection with this contract, the provision of the services or the adventures shall belong to the TYF and the customer shall not be authorised to use or reproduce any of TYF's IPR without its written consent.

11.2. The customer acknowledges that any audio, visual or audio-visual recordings that are made during your experience with TYF (or any part of it) are for personal

12. Data Protection

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

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



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

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

12.5. The customer acknowledges and confirms that the medical information may also be used by TYF to allow medical assistance to be given to the customer during the adventure.

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

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

13. Alterations to the Booking

TYF reserves the right to make any reasonable or necessary alterations to the booking and/or adventure programme (or any part of it) at any time whether before or during the adventure due to circumstances beyond its control (including for example weather or sea conditions) or any necessary or desirable changes to the adventure to protect the health and safety of the customers.

14. Cancellation & Amendments

14.1. By you:

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

14.1.2. Should you wish to cancel the booking or make a significant change which greatly reduces the package you have booked (for instance cancelling of group places or specific elements of your package) under the booking confirmation the following cancellation schedule will be used to determine outstanding fees:

Months before first adventure	Charge
2-4	50%
0-2	100%

14.1.3. When making a booking for more than 2 months ahead, TYF acknowledges that expected numbers of attendees can change. TYF allow for such changes to be made to attendee numbers, such allowances will be addressed on a case by case basis with a TYF manager. Where further resources or services are required due to the change in numbers, TYF reserves the right to change the 'per person' rate.



TYF reserve the right to charge an admin fee for late payment at the rate of £25. Interest will be charged at Bank of England base rate at the time of the charge accrued.

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

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

14.2. By TYF:

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

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

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

14.2.4. In the event of a location change to any activities or adventure, customers who are not using transport provided by TYF will have to make their own way to the alternative adventure venue.

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

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

15. Covid-19

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

15.2. In order to ensure the health and safety of all persons attending TYF or any of the adventure(s) including TYF's employees and guides TYF requires the customer to immediately notify us if anyone in the customer's group is

(i) Self-isolating or



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

15.3. The customer acknowledges that:

15.3.1. If any persons in the customer's group is self-isolating prior to the booking or should be self-isolating shall not be permitted to attend TYF or participate in any of the adventures;

15.3.2. TYF reserves the right to cancel any bookings, reservations or adventures, before or during the booking, to the extent that it arises from or relates to Covid-19 issues or the customer's breach of this clause 15; and

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

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

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

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

16. Complaints

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

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

17. Assignment, transfer and other dealings

17.1. TYF may at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under the contract.

17.2. The customer shall not assign, transfer or deal in any other manner with any of its rights and obligations under the contract without the prior written consent of the TYF.

18. Sub-Contracting

TYF may sub-contract any part of this contract without obtaining the prior consent of the customer.



19. Entire Agreement

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

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

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

20. Variation

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

21. Waiver

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

22. Severance

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

23. Notices

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

(b) Any notice or communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; an (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.



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

24. Third party rights

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

25. Governing Law

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

26. Jurisdiction

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

Signatures

Customer
Signature:

Name:

Role:

Date:

TYF
Signature:

Name: Richard Carpenter

Role: Director & Head of Centre

Date: 01/01/2024