

TERMS AND CONDITIONS

Welcome to CJNSOCIAL LTD! We provide a virtual training program on digital marketing, selling digital products and how to grow your business on social media.

In these terms and conditions (**Terms**), when we say **you** or **your**, we mean the person enrolling in our virtual training program (**Training Program**) on our website (**Site**). When we say **we**, **us** or **our**, we mean CJNSOCIAL LTD, a company registered in England and Wales with company number 15664429. These Terms are entered into between us and you, each a **Party** and together the **Parties**.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Training Program unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning throughout these Terms or at the end of these Terms.

For questions about these Terms, or to get in touch with us, contact us using the details below:

Our contact details:

CJNSOCIAL LTD a company registered in England and Wales. Our company registration number is 15664429.

Address: Castle Farm Barn North Denmead Road, Southwick, Fareham, Hampshire, United Kingdom, PO17 6EX

Phone: 07305114698

Email: charlie@cjnsocial.com

Our registered VAT number is 486663049.

These Terms

1. **What these Terms Cover:** These Terms contain the terms and conditions on which we supply the Training Program to you.
2. Please read these Terms carefully before you accept these Terms. These Terms tell you who we are, how we will provide the Training Program to you, how you and we may change or end these Terms, what to do if there is a problem with the Training Program and other important information. If you think that there is a mistake in these Terms or require any changes to these Terms, please contact us to discuss (using our contact details above).
3. **How to tell us about problems:** If you have any questions or complaints about the Training Program, please contact us to discuss (using our contact details above).
2. **Acceptance and Term**
 - 2.1. You accept these Terms by checking the box at the time of enrolling in the Training Program.
 - 2.2. These Terms apply from when you have accepted these Terms in accordance with clause 2.1, until the date on which your Account is terminated in accordance with these Terms.
 - 2.3. **If you enrol in our Training Program through the Site, your enrolment will be considered your express request that we start providing the Training Program to you within your 14-day cancellation period. You acknowledge that in such case, where the Training Program has been provided to you, you will lose your right to cancel within the first 14 days under the consumer laws.**
3. **Disclaimer**
 - 3.1. You acknowledge and agree that any information, advice, material or work provided by us on the Site, in the Training Program and the Program Materials (collectively **Materials**) does not constitute legal, taxation or financial advice. We are not financial planners, brokers or tax advisors. The Materials are general information only and have not been adapted to your personal circumstances. Your personal financial situation is unique, and any information and advice obtained through the Materials may not be appropriate for your situation. Accordingly, before making any financial decisions or implementing any financial strategy, you should obtain additional information and advice from your accountant or financial advisor who can provide you with personalised advice.
4. **Use of the Site**
 - 4.1. You must not use the Site, the Platform and/or enrol in the Training Program through the Site unless you are at least 16 years old.
 - 4.2. When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal data without an individual's consent) or any other legal rights;
 - (b) using the Site to defame, harass, threaten, menace or offend any person;
 - (c) using the Site for unlawful purposes;
 - (d) interfering with any user of the Site;
 - (e) tampering with or modifying the Site (including by transmitting viruses and using trojan horses);
 - (f) using the Site to send unsolicited electronic messages;

(g) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or

(h) facilitating or assisting a third party to do any of the above acts.

4.3. All personal data that you give to us will be treated in accordance with our privacy policy. You can find our privacy policy at [\[insert link\]](#).

5. Accounts

5.1. When you enrol in the Training Program, you will receive an email with a link to create an account on the Platform.

5.2. The Training Program will be provided to you via the Platform, and you must create an account on the Platform in order to receive access to the Training Program (**Account**).

5.3. You must ensure that any personal data you give to us when creating an Account is accurate and up to date, in particular you must use your correct identity when creating an Account.

5.4. It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including purchases made using your Account details.

6. Our supply of the Training Program

6.1. In consideration of your payment of the Price, we will provide the Training Program in accordance with these Terms and all applicable Laws, whether ourselves or through our Personnel.

6.2. We warrant to you that the Training Program will be provided using reasonable care and skill.

6.3. We will not be responsible for any services unless expressly set out in the inclusions on the checkout page at the time of placing your order.

7. Program and Program Materials

7.1. The Training Program will be delivered via self-learning modules and may interact with, or be reliant on, certain third party inputs, such as your internet provider or the Platform (**Third Party Services**). Your use of the Third Party Services may be subject to additional terms and conditions set by the provider of the Third Party Services. Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with any Third Party Services.

7.2. We reserve the right to remove you from the Training Program or block your access to the Training Program (including any updates or future releases) if your conduct is deemed inappropriate, disruptive, or in violation of these Terms.

7.3. Following completion of the Training Program, all relevant Program Materials will be made available to you via the Platform. We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use the Program Materials solely for your own personal use and enjoyment of the Training Program as contemplated by these Terms. You must not use the Program Materials for any commercial purposes.

8. Cancelling Your Enrolment

8.1. Nothing in this clause 7 limits your consumer law rights, and this clause 7 is subject to your rights set out in clause 9.

8.2. Where you wish to cancel your enrolment in the Training Program, you must provide us with written notice via the Site. You acknowledge and agree that you will not be entitled to any refund of the Price paid by you to us and upon receipt of your written notice, we will remove your access to the Training Program.

9. Affiliate Links

9.1. While you have an Account, you may refer customers (**Referrals**) to us by sending them the Affiliate Link available in the settings section of your Account (**Referral Process**) [please watch the affiliate marketing modules and lessons to participate in this.](#)

9.2. Where a Referral enrolls in our Training Program via your Affiliate Link, we agree to pay you a **70%** commission (**Commission**) in accordance with this clause 8, provided that we receive payment from the Referral for their enrolment.

9.3. You acknowledge and agree that you will not be entitled to any Commission or other benefit in respect of any Referral which is introduced to us in any manner other than the Referral Process, including where a Referral enrolls in our Training Program without using your Affiliate Link.

9.4. We reserve the right to validate the eligibility of any Referral, and may, at our sole discretion, determine any Referral to be ineligible. Where we determine a Referral to be ineligible, you will not be entitled to any Commission in respect of that Referral.

9.5. Promptly following the end of each month, we agree to calculate the Commission payable to you and remit this amount to the bank account notified by you to us.

9.6. If a third party makes a claim for a commission (or part thereof) in respect of a Referral, then we may apportion the Commission under these Terms among the claimants at our sole discretion. We will make reasonable efforts to consult with all relevant parties regarding any apportionment, but any decision we make regarding the apportionment is final.

9.7. If a Referral receives a refund for any Training Program, you will not be entitled to any Commission in relation to the Training Program the subject of the refund. If we have already paid you the Commission in relation to any Training Program the subject of a

refund, then we will deduct the relevant Commission from the Commission due to you in the subsequent month, or in our discretion, send you an invoice to settle any outstanding payments owing from you to us.

10. Exercising your right to change your mind (Consumer Contracts Regulations 2013)

- 10.1. You have 14 days after the day you enrol in the Training Program or, if earlier, until you start downloading or streaming the Training Program. We agree not to commence the provision of the relevant Training Program during this cancellation period, unless you make an express request for us to do so. You acknowledge and agree that after you have accepted these Terms, if you instruct us to provide the relevant Training Program within this cancellation period, this will be taken to be an express request by you, and you will lose your right to cancel if the relevant Training Program is fully supplied by us. **When you don't have the right to change your mind:** You do not have a right to change your mind in respect of:
- (a) the Training Program, after you have started to download or stream any of the modules; and
 - (b) the Training Program already supplied to you if you expressly requested us to provide them during the cooling off period, even if the cooling off period is still running.
- 10.2. **Tell us you want to cancel these Terms:** To exercise your right to cancel these Terms under this clause 9, please let us know by contacting us by email using the email address at the start of these Terms.
- 10.3. **When your refund will be made:** We will make any refunds due to you as soon as possible, and in any event, within 14 days of your telling us you have changed your mind.

11. Payment

- 11.1. You must pay us the purchase price of the Training Program (the **Price**) in accordance with this clause. All amounts are stated in pounds sterling, being the currency of the United Kingdom from time to time, and are inclusive of value added tax (or any equivalent tax in the UK), where applicable.
- 11.2. You will not be entitled to any part of the Training Program until the Price has been paid in full.
- 11.3. You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 11.4. The payment methods we offer are set out on the Site. We may offer payment through a third-party provider, for example, Klarna. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions. We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

12. Warranties and Representations

- 12.1. You represent, warrant and agree:
- (a) to comply with these Terms and all applicable Laws;
 - (b) that all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (c) to comply with our reasonable requests or requirements;
 - (d) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Training Program;
 - (e) that you have not relied on any representations or warranties made by us in relation to the Training Program (including as to whether the Training Program is or will be fit or suitable for any particular purposes), unless expressly stipulated in these Terms and without limiting your consumer law rights;
 - (f) that any information, advice, material, work and services (including the Training Program) provided by us under these Terms does not constitute legal, financial, merger, due diligence or risk management advice; and
 - (g) that you will be responsible for the use of any part of the Training Program and Program Materials, and you must ensure that no person uses any part of the Training Program or Program Materials:
 - (1) to break any Law or infringe any person's rights (including Intellectual Property Rights);
 - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
 - (3) in any way that damages, interferes with or interrupts the supply of the Training Course.

13. Intellectual Property

- 13.1. As between the Parties:
- (a) we own or license all Intellectual Property Rights in Our Materials;
 - (b) you own or license all Intellectual Property Rights in Your Materials; and
 - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.

- 13.2. As between the Parties, ownership of all Intellectual Property Rights in any New Materials or Improvements will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials and/or Improvements do not automatically vest in us, you agree to do all things necessary or desirable to assure our title in such rights.
- 13.3. We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you, the New Materials and Improvements, solely for the purposes for which they were developed and for your use and enjoyment of the Training Program, as contemplated by these Terms.
- 13.4. You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials that you provide to us solely for the purposes for which they were developed and solely for the performance of our obligations under these Terms.
- 13.5. If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and agree to ensure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.
- 13.6. This clause 12 will survive termination or expiry of these Terms.

15. Confidential Information

- 15.1. Subject to clause 14.2, each Receiving Party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 15.2. The obligations in clause 14.1 do not apply to Confidential Information that:
- (a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;
 - (b) is authorised to be disclosed by the Disclosing Party;
 - (c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
 - (d) must be disclosed by Law or by a regulatory authority, including under subpoena, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.
- 15.3. Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 14. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 14.
- 15.4. This clause 14 will survive the termination of these Terms.

16. Limitations on and exclusions to our liability

- 16.1. The restrictions on liability in this clause 15 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.
- 16.2. Nothing in these Terms limits any Liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) defective products under the Consumer Protection Act 1987.
- 16.3. This clause 15.3 applies to the extent that the Training Program contains digital content. If the Training Program is defective and damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 16.4. Subject to clause 15.1 (liability which cannot legally be limited), and clause 15.3 (damage caused by defective digital content) but despite anything else to the contrary, to the maximum extent permitted by law:
- (a) we only supply the Training Program and Program Materials for domestic and private use. If you use the Training Program or Program Materials for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;
 - (b) a Party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
 - (c) our aggregate liability for any and all Liability arising from or in connection with these Terms will be limited to 100% of the Price paid or payable by you to us under these Terms.
- 16.5. We have given commitments as to the compliance of the Training Program with these Terms and applicable Laws in clause 5. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

16.6. This clause 15 will survive the termination or expiry of these Terms.

17. Termination

17.1. Nothing in this clause 16 limits any right you have to change your mind under clause 9. If you want to cancel or terminate these Terms, you may use the Model Cancellation Form at Attachment 1.

17.2. These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material provision of these Terms and that breach has not been remedied within **10** Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party is unable to pay its debts as they fall due.

17.3. Upon termination of these Terms:

- (a) we will immediately revoke your access to the Training Program;
- (b) to the maximum extent permitted by law, you agree that any payments made by you to us are not refundable to you; and
- (c) you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or material owned by us that is in your possession or control, subject to any rights you may have to any Intellectual Property in accordance with clause 12.

17.4. We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

17.5. Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

17.6. This clause 16 will survive the termination of these Terms.

18. General

18.1. **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.

18.2. **Assignment:** Subject to clause 17.3, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

18.3. **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

18.4. **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

18.5. **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first complying with this clause 17.5. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute.

If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may:

- (a) where you are resident or incorporated in the UK, refer the matter to mediation, administered by The Centre for Effective Dispute Resolution, in accordance with the Model Mediation Procedure.
- (b) where you are not resident or incorporated in the UK, refer the matter to arbitration administered by the London Court of International Arbitration (**LCIA**), with such arbitration to be conducted in London, before one arbitrator, in English and in accordance with the LCIA Arbitration Rules.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

18.6. **Entire agreement:** Subject to your consumer law rights, these Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede and extinguish all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

18.7. **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
 - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 18.8. **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 18.9. **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 18.10. **Publicity:** With your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Training Program to you, including on our website or in our promotional material.
- 18.11. **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 17.3, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.12. **Third party sites:** The Site may contain links to website operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase products from a third party website linked on the Site, such third party provides the products to you, not us.

19. Definitions

Affiliate Link means a unique referral URL which is available in

Business Day means a day on which banks are open for general banking business in England and Wales, excluding Saturdays, Sundays and bank holidays.

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) is prepared or produced under or in connection with these Terms at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Dispute has the meaning given in clause 17.5.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

Intellectual Property means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, 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, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Training Program.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Moral Rights means any moral rights, including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Training Program, whether before or after the date of these Terms, but excludes Our Materials and Your Materials.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services that we may provide to you under these Terms, including the Program Materials and the Platform, and which may contain material which is owned by or licensed to us, and is protected by United Kingdom and international laws.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Platform means the platform via which we make the Training Program available to you, available at [insert].

Program Materials means any and all materials made available to you as part of the Training Program, including but not limited to any audio or video recordings, text documents, sample code, presentations, workshop booklets and any other resources or content provided to supplement the Training Program.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned or licensed by you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of these Terms.

20. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- (h) a reference to time is to local time in London; and
- (i) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.

ATTACHMENT 1 – MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*/,

Ordered on [*/received on [*/,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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