

Bluegrove Terms and conditions

THIS AGREEMENT is made BETWEEN

(1) Bluegrove Financial Solutions Limited (company number: 6363970) registered address The Stables, The Grove, Pipers Lane, Harpenden, Herts AL5 1AJ ("We" or "Us" which term shall be deemed to include any successor, holding or subsidiary company or any permitted assign);

AND

(2) the sole trader, partnership or company signing or accepting the Registration Form ("You" or "Your").

RECITALS

- (A) We own the Intellectual Property Rights in certain materials and data (the "Bluegrove Materials") which can be used in conjunction with the report writing software known as eSuitability (the "eSuitability Software") licensed by Independent Specialist Technology (UK) Limited ("IST").
- (B) We are willing to make the Bluegrove Materials available to You and Your Authorised Users via the internet or through private networks on and subject to the terms and conditions of this Agreement and You are willing to accept a licence of the Bluegrove Materials on and subject to such terms and conditions.

We will host and provide access to the Bluegrove Materials as more particularly described in this Agreement which We make available on the Internet or through private networks to You and Your Authorised Users.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions And Interpretation

1.1 In this Agreement and the Schedules hereto the following expressions shall bear the following meanings:

"Act" means the Data Protection Act 1998 as modified or re-enacted from time to time;

"Additional Services" means any additional services or Third Party Services provided to You and Your Authorised Users from time to time as selected from the Tariff;

"Agreement" means this agreement, the Schedules, the Tariff and the Registration Form;

"Anonymised Data" means Data which have had details which identify Clients as living individuals removed in accordance with Your instructions;

"Password" means the authorisation code provided to You or an employee or agent of You or of Your Group for the purpose of gaining access to the Bluegrove Materials suitability report writing service;

"Authorised User" means You or an employee or agent of You or of Your Group holding appropriate authorisation pursuant to Laws or Regulations who has been nominated by You as an authorised user and who has been registered with Us as such in the Registration Form to access and use the Bluegrove Materials on Your behalf;

"Business Day" means any day (except a Saturday or a Sunday) between the hours of 9.00 am and 5.00 pm on which banks in England are open for business except where otherwise notified on the Bluegrove Technical Services web site;

"Client(s)" means any client(s) of You or Your Authorised Users;

"Commencement Date" means the date upon which We authorise You and Your Authorised Users to access and use the Bluegrove Materials by releasing the Password to You;

"Communicate/Communications" means any contact with You or Your Authorised Users by letter, phone, fax, text, email, video, picture or WAP messaging and/or by any method of communication that becomes available from time to time during the terms of the Agreement in compliance with the Telecommunications (Data Protection and Privacy) Regulations 1999 and the Act by Us, Our Group or from any third party that we need to provide the Data to in order to with Our obligations under this Agreement;

"Confidential Information" means any information of a confidential nature about the disclosing party or its Group including commercial, financial, technical or software information, know how, trade secrets, and passwords;

"Data" means any personal or sensitive personal data as defined by the Act as provided by You or Your Authorised Users about You, Your Authorised Users or Clients;

"Bluegrove Materials" means the subscription service which You and/or Your Authorised Users have subscribed to as set out in accordance with the Tariff, as updated and varied from time to time by Us including any Additional Services or Third Party Services You and/or Your Authorised Users have subscribed to whether provided by Us or by a Third Party Provider;

"FSMA" means the Financial Services and Markets Act 2000 as modified or re-enacted from time to time;

"FSA" means the Financial Services Authority or any successor of it;

"Group" means the group of companies of which the party referred to forms part of comprising of that party and all other companies from time to time being subsidiaries of that party, subsidiaries of that party's holding company, or subsidiaries of such subsidiaries: "subsidiary" and "holding" bearing the meanings ascribed to them in Section 736 of the Companies Act 1985;

"Intellectual Property Rights" means all intellectual property and related rights of any nature whatsoever throughout the world for the full duration of the same including, without limitation: (i) all patents, registered or unregistered designs or unregistered trade marks, service marks, copyrights, designs, utility models, design rights and any and all applications for registration of any of the same wheresoever made; (ii) computer software and database rights of any nature, semi-conductor topographies

and know-how; and (iii) any right or interest in any of the foregoing together with any applications and or any similar or equivalent rights arising or subsisting throughout the world;

"Laws or Regulations" in relation to You or Your Authorised Users means all laws or regulations that are applicable to You or Your Authorised Users, including, without limitation, the rules of the FSA and the requirements of the Secretary of State for Trade and Industry or any other regulations, requirements, stipulations or conditions made by any professional or regulatory organisation or association of which You or Your Authorised Users may from time to time be a member or which You or Your Authorised Users may be subject to either on Your own behalf or on behalf of Us from time to time;

"Losses" means any losses, costs, damage, actions, claims, expenses or liabilities;

"Password" refers to the Bluegrove Materials individual application username and password which provide access to and use of the Bluegrove Materials;

"Registration Form" means the form to be completed, signed or accepted and processed before a Password is provided to You and/or Your Authorised Users which sets out the legal entity entering into this Agreement, which services You and/or Your Authorised Users are subscribing to the Bluegrove Materials including what, if any Additional Services or Third Party Services You and/or Your Authorised Users are subscribing to from the Commencement Date;

"Tariff" means the document which sets out a description of and the schedule of fees and charges of the various the Bluegrove Materials services offered as amended from time to time including any Additional Services or Third Party Services;

"Third Party Provider" means a company that provides Third Party Services via the Bluegrove Materials;

"Third Party Services" means the software, services information or data owned or controlled by Third Party Providers which is provided via the Bluegrove Materials ; and

"Unacceptable Content" means any material of any nature which is unlawful, defamatory, indecent, obscene, abusive, menacing or harassing in nature, or contains any criticism of Us, the Bluegrove Materials or Our Group or which would if published: constitute a contempt of court, promotes violence or illegal activities or promotes discrimination based on race, sex, religion, national origin, physical disability or age; or contains any viruses, worms, Trojan horses or other contaminants or disabling devices that may modify, delete, disable or damage any data, files, software or systems.

1.2 References to a statute or a statutory provision include a reference to that statute or statutory provision as from time to time modified or re-enacted.

1.3 Where We provided the Bluegrove Materials to members of Your Group references to You in this Agreement shall be deemed to include such members of Your Group.

2 Grant

2.1 Subject to the payment of the applicable fees and charges that You and/or Your Authorised Users are required to pay in accordance with Clause 6 and the Tariff We grant from the Commencement Date to You and Your Authorised Users a non-exclusive, non-transferable licence (without rights to sub-license) to have access to and use of the Bluegrove Materials.

2.2 You and Your Authorised Users may only;

2.2.1 use the Password for The Bluegrove Materials allocated to You and Your Authorised Users by Us for the lawful purposes of Your business as financial advisers and/or the provision of administration services to financial advisers; and

2.2.2 access and use the Bluegrove Materials for lawful purposes only;

2.2.3 access and use the Bluegrove Materials strictly in accordance with the terms of this Agreement.

2.3. This Agreement shall apply to the supply of the Bluegrove Materials that You and/or Your Authorised Users have subscribed to as amended from time to time and shall apply to any Additional Services and Third Party Services unless You or Your Authorised Users are asked to enter in to alternative terms directly with the Third Party Provider whereupon Your entire recourse and sole remedy for that Third Party Services shall be directly against the Third Party Provider.

2.4 You shall not and You shall procure that Your Authorised Users shall not modify, translate, reverse engineer, decompile, disassemble reformat, adapt, modify or edit the Bluegrove Materials (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on it; nor shall You or Your Authorised User alter or remove any copyright, trademark, Intellectual Property Rights and other protective notices contained in the Bluegrove Materials.

2.5 We may change this Agreement at any time by posting changes online at the Bluegrove Technical Services web site. You agree that it is Your responsibility to make You and Your Authorised Users aware of any such changes. You and Your Authorised Users continued use of the the Bluegrove Materials means that You and Your Authorised Users agree to be legally bound by this Agreement as updated and/or amended from time to time on the Bluegrove Materials.

2.6 If You have submitted any information or comments to Us or through You or Your Authorised Users use of the Bluegrove Materials, You and Your Authorised Users hereby agree to grant to Us and Our Group a perpetual, royalty free, non exclusive license to use, reproduce, modify, adapt, publish or create derivatives in order to provide any of the services as set out in the Tariff and You and Your Authorised Users waive any moral rights that You or Your Authorised Users may have in relation to such information or comments.

3 Term and Termination

3.1 This Agreement shall be for an initial period of three months from the Commencement Date and shall continue thereafter until or unless terminated by either party as follows:

3.1.1 on three months' notice to expire at any time after the first three months following the Commencement Date;

3.1.2 forthwith by either party given written notice to the other if:

3.1.2.1 any Laws or Regulations require such termination;

3.1.2.2 the other party (including an Authorised User) commits a material breach of this Agreement and fails to remedy such material breach (or in so far as such breach is not capable of remedy, to furnish adequate compensation therefore) within 30 days of receipt of the notice;

3.1.2.3 the other party (including an Authorised User) shall present a petition or have a petition presented by a creditor for its winding up which is not dismissed within 30 days, enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), shall have a receiver of all or any of its undertakings or assets appointed, shall be deemed by virtue of the applicable law to be unable to pay its debts, or shall cease to carry on business.

3.2 We may suspend or terminate this Agreement (at our discretion) on giving You one week's written notice if We reasonably believe that You or any of Your Authorised Users are using the Bluegrove Materials other than in strict accordance with the terms of this Agreement.

3.3 The provisions of Clauses 2.4, 2.6, 7, 9, 11, 12.1, 13, 20, and 21 will survive termination of this Agreement.

4. You and Your Authorised Users Obligations

4.1 Neither You nor Your Authorised User may use the Bluegrove Materials :

4.1.1 to transmit download or access Unacceptable Content;

4.1.2 for commercial time sharing, rental or service bureau use, advertising or spamming, or the use of the Bluegrove Materials as part of an outsourcing service for a third party.

4.2 You agree to inform Us of any change of details contained in the Registration Form together with any change in Your or any of Your Authorised Users authorisation under the FSMA and its terms, or any other details We may reasonably require from You or Your Authorised Users.

4.3 We will allocate a Password to You and to each individual Authorised User. The Password is provided to You and Your Authorised User on an individual basis and no concurrent use of the Password is permitted.

4.4 You agree not and will procure that the Authorised User does not disclose the Password to any other person. If it becomes known that a disclosure has taken place or a password is no longer secure, You will inform Our helpdesk immediately. Our helpdesk may require You and/or Your Authorised Users to change the Password where we consider it necessary.

4.5 In due course, We reserve the right to introduce, and potentially mandate, the use of digital certificates ("Digital Certificates"). You and Your Authorised Users will only be entitled to use the Bluegrove Materials if you are abiding by the relevant terms and conditions that You and Your Authorised Users will have to sign up to in order to have a Digital Certificate. Under no circumstances must You or Your Authorised Users give details of, or access to Your, or their, Digital Certificate to any third party. In the event that You or Your Authorised Users breach Your Digital Certificate terms and conditions, which causes Us any loss, costs, claims, damages or expenses, You will defend and fully indemnify Us and hold Us harmless against all such losses, costs, claims, damages or expenses whatsoever incurred. You will make available to Us Your, or Your Authorised Users will make available to us, their Digital Certificate for Us to read. We can pass the information read from Your certificate, or from that of Your Authorised User, to a Third Party Provider. Each year as You and Your Authorised Users renew Your Digital Certificate, You will renew the information provided to Us.

4.6 You shall only permit access to the Bluegrove Materials to Your Authorised Users.

4.7 You shall not permit the downloading or reproduction of material from the Bluegrove Materials for redistribution or use by a third party who is not authorised by Us to do so.

4.8 If You wish to add or remove any of Your Authorised Users, You will need to notify Us to amend Our records accordingly, and these terms and conditions will apply to any such new Authorised Users. You must also obtain the necessary direct consents from any new Authorised Users to the processing of Data in accordance with this Agreement.

4.9 You shall not assign any of Your rights and obligations under this Agreement, without the express written consent of Us.

4.10 You will comply with and will procure the compliance of Your Authorised Users within the terms of this Agreement.

5 The Bluegrove Materials Availability

5.1 We shall from the Commencement Date host and maintain the Bluegrove Materials. We do not warrant that the Bluegrove Materials will be continuously available 24x7x365 but We will use Our reasonable endeavour to keep downtime to a minimum.

5.2 We may (at Our discretion) refuse to accept the registration of You or any of Your Authorised Users or if You fail to meet a request for payment when due in accordance with Clause 6 We may suspend You and Your Authorised Users access to and use of the Bluegrove Materials. You will continue to be liable for paying all fees, charges and interest that accrue under this Agreement during the period of such suspension.

5.3 We may make changes to the Bluegrove Materials from time to time at Our discretion. For the avoidance of doubt, any such changes may include removing or adding functionality as well as corrections and modifications. For the avoidance of doubt, some new functionality may only be offered as an Additional Service or a Third Party Service.

5.4 You acknowledge that the Internet, World Wide Web, FTP, Usenet, Email and services provided via any of the aforementioned are inherently uncontrollable by Us and that We cannot be held responsible or liable for any errors, omissions, delays, inability to use such services or if any Unacceptable Content is introduced by such services.

5.5 We will provide to You and Your Authorised Users the following support services:

5.5.1 Reasonable helpdesk support during the Business Day will be available covering the use of the Bluegrove Materials, Additional Services and Third Party Services. All helpdesk support will be provided via telephone, facsimile, electronic

mail or post. Visits to Your sites are not included within the support services and will be charged for separately.

5.5.2 helpdesk support shall not be given where the problem is caused directly or indirectly by operator error or omission or any modifications made by You, Your Authorised Users or any unauthorised third parties.

5.5.3 Helpdesk support does not include matters relating to You and Your Authorised Users operating systems, software network, accessories, peripherals, machines, systems or devices, howsoever caused, or the Internet.

6 Fees and Charges

6.1 You shall pay to Us the fees (together with value added tax thereon where applicable) set out in the Tariff for the services that You and/or Your Authorised Users have subscribed to, as amended from time to time.

6.2 You will be responsible for paying all other charges incurred whilst using the Bluegrove Materials or any Additional Services or Third Party Services, such as telephone charges and charges for access to premium rate Internet based sites and services.

6.3 If any amount due by You or Your Authorised User have not been paid within 30 days of the date upon which it becomes due under the provisions of this Agreement, We reserve the right to charge interest at the rate of 3 per cent over Barclays Bank plc base rate from the due date until the total amount including interest has been paid in full.

7 Intellectual Property Rights

7.1 You acknowledge that any and all domain names and other Intellectual Property Rights subsisting in or used in connection with the Bluegrove Materials, the Additional Services and or Third Party Services are and shall remain the property of Us and/or the relevant Third Party Providers and neither You nor Your Authorised Users shall question or dispute the ownership thereof or infringe such Intellectual Property Rights in any manner.

7.2 You nor Your Authorised User shall during or after the expiry or termination of this Agreement, without the prior written consent of Us, use or adopt any domain name, trade mark, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any domain name trade mark, trade name, trading style or commercial designation used by Us.

7.3 You hereby grant to Us an irrevocable, perpetual, exclusive, royalty free licence to use the Anonymised Data for Our own business purposes. We may sell, disclose, sub licence or otherwise deal with the Anonymised Data as We consider appropriate.

7.4 You acknowledge that advice, recommendation and actions resulting from the use of the Bluegrove Materials by You and Your Authorised Users are the responsibility of You. We are not making or giving any representations guarantees or warranties. You further acknowledge You and Your Authorised Users, and not Us are responsible for compliance with all Laws or Regulations concerning Your business irrespective of the use of or access to the Bluegrove Materials..

8 Monitoring and Audit

8.1 We may retain details of all transactions or instructions received by You and Your Authorised Users via the Bluegrove Materials and these will be regarded as definitive evidence of such transactions or instructions. We reserve the right to record all electronic transactions, and Communications with You and Your Authorised User in respect of the Bluegrove Materials in accordance with this Agreement and/or the Act.

8.2 You will upon reasonable notice permit Us or persons duly authorised by Us or any third party authorised pursuant to Laws or Regulations, access to Your records (to the extent the same may be accessible through the Bluegrove Materials) during normal working hours, for the purposes of verification of the nature and content of such records or for such other purpose as may be permitted or required by Laws or Regulations. Such access shall not include the right to take any copies, unless expressly permitted in writing by You.

9 Confidentiality

9.1 Subject to the provisions of Clause 2, each party (including any and all Authorised Users) (the "Restricted Party") shall, and shall ensure that every other member of its Group shall, keep confidential and shall not use for its own purposes, nor disclose, any other party or Groups Confidential Information which becomes known to the Restricted Party unless such Confidential Information is already in the public domain otherwise than by reason of a breach by the Restricted Party of its obligations under this Clause.

9.2 Disclosure is, however, permitted to the extent that the disclosure is:

9.2.1 required by law;

9.2.2 requested by the Restricted Party's professional advisers or a regulatory body to whose jurisdiction or rules the Restricted Party is subject or another member of the Restricted Party's Group;

9.2.3 to the Restricted Party's employees, agents or professional advisers where it is reasonably necessary or desirable to enable the Restricted Party to comply with this Agreement and before the disclosure takes place the Restricted Party makes such employees, agents or professional advisers aware of its obligations of confidentiality under this Agreement and at all times procures compliance by such employees and agents therewith; or

9.2.4 made with the prior written consent of the disclosing party.

9.3 Each party agrees that damage will be an insufficient remedy for breach of the provisions of this Clause 9 and that the disclosing party shall be entitled to seek an injunction for any such breaches.

10 Compliance

You acknowledge that advice, recommendations and actions resulting from the use of the Bluegrove Materials by You and Your Authorised Users are the responsibility of You. We are not making or giving any representations guarantees or warranties except as set out in Clause 12. You further acknowledge You and Your Authorised Users, and not We, are responsible for compliance with all Laws or Regulations concerning Your business irrespective of the use of or access to the Bluegrove Materials.

11 Data Protection

11.1 In respect of any Data supplied by You and Your Authorised Users You warrant and will procure that Your Authorised Users will:

- 11.1.1 have all necessary registrations, consents or authorisation necessary under the Act to permit Us or any Third Party Provider to store and process the Data in order to comply with Our and any Third Party Provider obligations to You under this Agreement;
- 11.1.2 comply and will continue to comply with the Act and any regulation, guidelines and codes of practice made thereunder (including but not limited to the Data Protection Principles); and
- 11.1.3 provide Us with any necessary corrections to or changes in the Data from time to time;
- 11.1.4 inform Us when You or Your Authorised Users no longer comply with the provisions of this Clause 15;
- 11.1.5 ensure that the Data provided is correct as far as reasonably possible;
- 11.2 If Data is to be accessed by more than one of Your Authorised Users that You and/or Your Authorised Users have previously obtained the necessary consents to allow Us to disclose the Data to any of Your Authorised Users;
- 11.3 Where You or Your Authorised Users supply Data to Us, We will:
 - 11.3.1 ensure that such Data is only used for purposes authorised by You or permitted under the Act or under this Agreement;
 - 11.3.2 promptly notify You of any request We receive from data subjects for access or rectification of such Data or any correspondence with the Information Commissioner relating to the Data;
 - 11.3.3 hold any Data as a "data processor" as defined by the Act and Your and Your Authorised Users hereby acknowledge that.
- 11.4 During the course of Your and Your Authorised Users use of the Bluegrove Materials and the Additional Services, the pages that You see will be monitored by Our software and systems which We can use against the Password to identify You and/or Your Authorised Users. Most websites, portals and extranets use similar tools as Cookies. We use the information We obtain from our software to provide You with an improved service and to better Our understanding of the usage of Our services by You and Your Authorised Users. The information that We gather is non-personal statistical information about the pages You and Your Authorised Users visit, in what order and for what duration. By entering into this Agreement, You are providing and will procure Your Authorised Users consent for Us to use or provide the same to Us, Our Group, and any Third Party provider, data sellers, and market research companies in accordance with the terms of this Agreement.
- 11.5 You hereby instruct Us to create such Anonymised Data as We consider appropriate in order to meet the needs of product providers, and other third parties. You warrant that such processing by Us is in accordance with Your obligations under the Act.

12 Warranty

- 12.1 We warrant that We own or have all necessary Intellectual Property Rights, licences and permissions to grant the licence granted in Clause 2.
- 12.2 the Bluegrove Materials is software, services and content, including information, names, images, pictures, logos and icons regarding or relating to Us, Our Group and or to Third Party Providers, is provided 'As Is' and on an 'As Available' basis without any representations or any kind of warranty made (whether express or implied by law), including implied warranties of satisfactory quality, fitness for a particular purpose, non infringement compatibility, security and accuracy.
- 12.3 Any Third Party Services supplied to You and for Your Authorised Users by any Third Party Provider are subject to the terms and conditions of the relevant Third Party Provider. Where possible We will pass to you the benefit of any warranty given by such Third Party Provider so far as We are in a position to do so but with no other liability on the part of Us.
- 12.4 Where there are any Third Party Services provided or hypertext links to other websites, extranets, portals the same does not constitute an endorsement of the same and that You and Your Authorised Users shall access and use the Third Party Services and links at Your and Your Authorised Users own risk and that We and Our Group accepts no responsibility for the same or for any losses associated with such access and use. Furthermore, We have not attempted to verify the truth, accuracy or completeness of any data or information provided to Us by any Third Party Providers and We accept no responsibility or liability for the truth, accuracy or completeness of the same.
- 12.5 Each party's undertakings set out in this Agreement shall be the full extent of its obligations to the other party concerning its performance or non-performance under this Agreement. Accordingly, except as aforesaid, all warranties, conditions or representations, expressed, implied, statutory or otherwise and whether arising under this Agreement or under any prior agreement or in oral or written statements made by or on behalf of either party or its representatives are hereby excluded, insofar as the same are capable of exclusion by law.

13 Liability and Indemnity

- 13.1 Nothing in this Agreement shall be deemed or construed so as to limit, restrict or exclude the liability of either Us or You (which shall include on behalf of Your Authorised Users) for death or personal injury caused by the negligence of that party or for any loss, damage or other liability arising out of either party's fraudulent or criminal acts, statements or omissions.
- 13.2 Subject to Clause 13.1 above and to the extent permitted by law, We shall not be liable in contract or tort or otherwise for:
 - 13.2.1 any purely economic loss;
 - 13.2.2 loss of profit;
 - 13.2.3 turnover;
 - 13.2.4 sales;
 - 13.2.5 revenue;
 - 13.2.6 indirect loss;
 - 13.2.7 special losses; or
 - 13.2.8 consequential losses whatsoever incurred by You, Your Authorised Representations or any third party for the access to and use of the Bluegrove Materials and Additional Services.

13.3 Subject to Clauses 13.1 and 13.2 above and to the extent permitted by law, the entire liability of Us to You arising out of or in connection with this Agreement howsoever occurring including, for the avoidance of doubt, any liability with respect to any indemnities given in this Agreement by Us, and any liabilities arising from any claims by or on behalf of You for breach of tort (including but not limited to claims for misrepresentation and negligence) shall not exceed £100,000.00 (one hundred thousand).

13.4 Subject to Clause 13.1, formal proceedings relating to any claim against Us arising out of or in connection with this Agreement howsoever occurring must be served on Us within 12 months from the end of the month in which You become aware or should reasonably have become aware of the events giving rise to the claim. Failure to commence proceedings in accordance with this Clause 13.4 will bar You from bringing any claim howsoever arising under the terms of this Agreement against Us.

13.5 You shall procure Your Authorised Users compliance with the terms of this Agreement. In the event that We and/or Our Group incurs any Losses of whatever nature arising out of or in connection with the acts or omissions of Your Authorised Users You hereby agree to defend and indemnify Us and Our Group against such Losses without limit.

13.6 We are not liable in contract, tort (including liability for negligence) or otherwise for the acts or omissions of providers of telecommunications services or for faults in or failure of their apparatus.

13.7 This Clause 13 shall not impose any Losses upon Us which would not have existed but for this Clause 13.

14 Force Majeure

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

15. Waiver

Failure or neglect by Us to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Our rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Our rights to take subsequent action.

16 Severability

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

17 Notices

17.1 All notices to or by the respective parties hereto shall be in writing in the English language and shall be deemed to have been duly given when delivered by hand, posted by recorded delivery post or sent by facsimile and confirmed email to the party to which such notice is required to be given under this agreement addressed as follows: You/Your Authorised User: to the address set out in the Registration Form; Us: the Company Secretary, The Stables, The Grove, Pipers Lane, Harpenden, Herts AL5 1AJ; or to such other address, or facsimile number address as the respective parties hereto may hereafter specify to the others in writing.

17.2 Notices delivered by hand or sent by facsimile shall be deemed received the first working day following such delivery or sending. Notices sent by email must be confirmed to have been received. Notices which have been posted as above shall be deemed received on the fifth working day following posting.

18 Third Party Rights

This Agreement does not create any rights enforceable by a person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement.

19 Additional Services

- 19.1 You and Your Authorised Users may request and We may make available to You and Your Authorised Users Additional Services as are set out in the Tariff.
- 19.2 This Agreement shall govern the provision of the Additional Services unless We make You and/or Your Authorised Users aware of any further terms and conditions applicable to such Additional Services.
- 19.3 Each subscription for an Additional Service may be terminated by You or Us independently of this Agreement (i) upon the terms specified in the invitation to subscribe; (ii) in the absence of any such terms, upon three months written notice by either party to the other; or (iii) as set out in Clause 3.

20 No Partnership

The relationship between the parties is as set out in this Agreement and no employment, joint venture, partnership or agency will be deemed to subsist between the parties and neither will have the authority to bind the other.

21 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the Bluegrove Materials and Additional Services and supersedes any previous agreements between the parties relating to the Bluegrove Materials and any Additional Services.

22 Law

The parties hereby agree that this Agreement shall be construed in accordance with English Law and subject to the non-exclusive jurisdiction of the English Courts.