

In this document you will find the detailed Terms and Conditions of the energy procurement service offered by Tritility Business Energy Consultants (A trading style of Tritility Limited).

This service involves us agreeing terms and acquiring goods, services or works from an external source, on your behalf.

If you have any specific questions in relation to our terms and conditions, our Customer Service team will be more than happy to help. You can call us at 0191 694 1234 (Monday – Thursday 8:30am-5:00pm and Friday 9:00am-3:00pm) or via email at [office@tritility.com](mailto:office@tritility.com) where we will endeavour to get back to you within 1 working day.

## TERMS AND CONDITIONS OF SERVICE

These Terms govern the use by the Customer of any of the Services that Tritility Limited (“TL”) agrees to provide to the Customer from time to time, whether via the Site, the Call Centre or otherwise. Please read these Terms carefully before accepting these Terms and using the Services. By using the Services, you signify that you have read, accept, and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

**The Customer’s attention is specifically drawn to the provisions of clauses 6 and 10.**

### 1. Definitions

The following definitions apply to these Terms and Conditions of Service (the “Terms”):

**Call Centre:** means the Call Centre operated by TL for the purposes of providing the Services.

**Commission:** means the amount included within any Quotation which will be paid to TL by the Supplier in consideration for TL securing and finalising the Supply Contract between the Customer and the Supplier.

**Contract Checking Service:** means the contract checking service that TL agrees to provide to the Customer whereby TL obtains, on the Customer’s behalf, information about the Customer’s existing contractual position with the Customer’s Existing Supplier.

**COO:** means, in respect of premises to which energy/utilities supply services are supplied under a Supply Contract made between the Customer and a Supplier following provision of the Procurement Service by TL, any change in the occupancy of those premises such that the new occupier is entitled to change supplier of energy/utilities supply services.

**Credit Score Criteria:** means the credit rating requirements as may be determined and required by TL and/or the Supplier from time to time in order for a Customer to qualify to use the Services and contract with a Supplier.

**Customer:** means any non-domestic commercial customer who satisfies the eligibility requirements set out in clause 3.2 herein and to whom TL agrees to supply any of the Services from time to time.

**Customer Services:** means all ongoing services provided by TL to the Customer which might include, but are not limited to, taking meter readings and providing them to the Supplier; providing support and information with regards to the Customer’s energy supply with any energy supplier; energy management services provided by the relevant department at TL when applicable; and all other such services in connection with the Customer’s energy supply as procured by TL.

**Existing Supplier:** means the Customer’s existing third-party energy/utilities supplier.

**Intellectual Property Rights:** means any and all intellectual property rights, including without limitation; copyright, patents, rights in inventions, design rights, trademarks, service marks (in each case whether registered, unregistered or the subject of an application to register), moral rights, database rights, rights in computer programs, semi-conductor topographies, confidential information, trade secrets, know-how, business, trade and domain names, rights in goodwill and rights to bring a claim for passing off, unfair competition rights and all similar, like and analogous rights wherever held in the world and all extensions revivals and reversions thereof and, in each case, all equivalent forms of protection which subsist now or which subsist in the future.

**kWh:** Kilo-watt hour (a unit of measurement for energy).

**Letter of Authority:** means a letter that you sign authorising TL to approach your current supplier(s) and prospective new suppliers directly, without your having to do so, as may be required in the course of TL providing the Services.

**p/kWh:** pence per kilo-watt hour.

**Procurement Service:** means, where the Customer has accepted a Supplier's Quotation presented to it, the procurement service that TL agrees to provide to the Customer whereby TL agrees to either: (i) facilitate the switching of the Customer to the Supplier; or (ii) assist in the renegotiation of the Customer's arrangements with its Existing Supplier.

**Quotation:** means a quotation provided to the Customer by TL on behalf of a Supplier which sets out the terms and prices upon which a Supplier may be prepared to supply the Supplier Services to the Customer.

**Quotation Acceptance:** means the affirmative response from the Customer to TL in response to a Quotation, confirming the Customer's agreement to proceed with any proposed Supply Contract(s). For the avoidance of doubt, this may be received from the Customer by any method, including in writing (letter, email, signature (including e-signature) on contract paperwork, text message), electronically (by completion of an electronic request on our Site) or verbally (by telephone).

**Services:** means the services provided by TL whether via the Site, the Call Centre or otherwise, to which the Customer chooses to subscribe from time to time.

**Service Charge:** means the total amount charged by TL for the Services provided to the Customer and is determined and calculated in the manner outlined in clause 5 below.

**Site:** means the website of TL hosted at [www.tritility.com](http://www.tritility.com).

**Supplier:** means any third-party energy/utilities supplier of services and/or products as may be selected by TL and/or listed on the Site from time to time.

**Supplier Services:** means the energy/utilities supply services and/or products as may be agreed to be provided by a Supplier to a Customer from time to time.

**Supply Contracts:** means contracts with energy Suppliers for the supply of electricity and/or gas.

**Supply Number:** means the Meter Point Administration Number (MPAN) for electricity and/or the Meter Point Reference (MPR) for gas as appropriate to the Supply Contract.

**TL:** means Tritility Business Energy Consultants which is a trading style of Tritility Limited. Tritility Limited is a company which is registered in England and Wales under company number 11790834 and which has its registered office at Tritility, Waterloo Road, Washington, Tyne and Wear, NE37 3BJ.

## **2. Application of Terms**

2.1 These Terms shall apply between TL and the Customer immediately upon TL receiving Quotation Acceptance from the Customer.

2.2 These Terms shall apply to the provision of any Service by TL to a Customer and shall apply in place of, prevail over and supersede any other terms or conditions contained or referred to elsewhere (whether in correspondence or otherwise) or implied by trade, custom, practice or course of dealing unless specifically and expressly agreed to in writing by TL or a TL authorised representative.

## **3. Subscribing to the Services**

- 3.1 In order to use any of the Services, the Customer will need to register with TL via the Call Centre. TL may, in their sole discretion, refuse to register any business as a Customer.
- 3.2 In order to be eligible to register to use the Services, the Customer must:
- (a) be a business that is resident in the UK or The Republic of Ireland;
  - (b) be aged eighteen years or over (if a sole trader or unincorporated partnership);
  - (c) agree to a business credit check being undertaken by either TL or any Supplier (or both);
  - (d) meet any Credit Score Criteria required by TL and/or any Supplier; and
  - (e) be able to provide TL with all such relevant information as TL may require in order to provide the Services to the Customer.

#### **4. Provision of Services**

##### **Procurement Service**

- 4.1 If the Customer makes an offer based on a Quotation and if the Supplier accepts the Customer's offer, TL will provide the Procurement Service which will include organising the contract between the Supplier and the Customer for the supply and purchase of the Supplier Services. TL shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to affecting any transfer.
- 4.2 TL will arrange the Supply Contract based on the information provided by the Customer to TL. Prior to completion of the Supply Contract, the Customer's information will be confirmed by TL with the Customer by email, via the Call Centre or by letter. It is the Customer's responsibility to ensure at this point that all the Customer information is true, accurate, complete, reliable and current in all respects and to inform TL promptly if there are any errors and/or if any amendments are required. If any of the Customer information needs to be amended or rectified, this may result in the transfer being delayed or rejected by the Supplier.
- 4.3 Once the Supply Contract is in final form, TL will send a summary of the key terms of the Supply Contract to the Customer. The Customer must check that all the details are correct and must inform TL of any errors and/or amendments within 24 hours of receipt.
- 4.4 The Customer agrees that within a reasonable time and in all circumstances a reasonable time shall be by no later than 15 days prior to the last day upon which notice to terminate the Supply Contract can be served by the Customer, the Customer shall contact TL so as to enable TL to provide options again on behalf of the Customer. TL shall also be entitled, but not obliged to, contact the Customer for the same purpose.
- 4.5 The Customer acknowledges and agrees, that by entering into a Supply Contract with a Supplier, the Customer will be contracting directly with the Supplier and not with TL. The Customer agrees and accepts that TL is not, and shall not be, liable in any way in relation to any transactions, dealings or arrangements of any kind made between the Customer and any Supplier and that any such transaction, dealing or arrangements (including, without limitation, any payment obligations of the Customer thereunder) are the Customer's sole risk and responsibility.
- 4.6 TL operates as a service provider and it is expressly agreed between the parties that nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor is it intended, nor shall be deemed to constitute that any party is or shall be, the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## Customer Services

- 4.7 TL's customer service and energy management departments will provide the Customer with ongoing Customer Services and can be reached on business days at 0191 694 1234 (Monday – Thursday 8:30am-5:00pm and Friday 9:00am-3:00pm) or via email at office@tritivity.com where we will endeavour to get back to you within 1 working day.
- 4.8 The Customer Services are provided by TL in consideration for the Customer complying with their obligations set out in clause 7 and in ensuring that the Supply Contract goes live and remains live for its entire duration.

## 5. Charges

- 5.1 Except as set out in clause 6 below, TL will not directly charge the Customer for its Services. TL is remunerated directly by the Supplier and will receive a Commission for securing and finalising the Supply Contract between the Customer and the Supplier.
- 5.2 The amount charged for the Services provided to the Customer by TL ("the Service Charge") is included within the cost of the Supply Contract agreed between the Customer and the Supplier and (unless otherwise stated) will already be included in any Quotation supplied by TL. It is calculated by multiplying the Commission amount by the forecast consumption amount for the whole period of the Supply Contract.
- 5.3 For the avoidance of doubt, Commission will not be separately itemised within invoices or correspondence from TL or Suppliers, nor shall TL be obliged to supply a calculation of Commission or breakdown thereof, or provide a separate Service Charge invoice.

*By way of example: TL secures a price for electricity at 16.22 p/kWh and applies a 0.5 p/kWh Commission. The Quotation provided to the Customer is therefore 16.72 p/kWh and from this, the Supplier would pay TL 0.5 p/kWh for each and every kWh of energy used by the Customer during the period of the Supply Contract. The Service Charge is therefore calculated by multiplying the Commission amount (0.5 p/kWh) by the forecast consumption for the whole term of the Supply Contract.*

*By way of a more detailed example: TL secures a price for a Customer on a 24-month contract at 3.42 p/kWh for their gas usage. TL applies 0.2 p/kWh Commission. The Quotation provided to the Customer is for a 24-month contract at 3.62 p/kWh. The Customer responds with their Quotation Acceptance and the Supply Contract begins. The Customer uses 190,000 kWh of gas over the 24-month duration of the Supply Contract. The Supplier pays TL 0.2 pence Commission for each of the 190,000 kWh of gas used. The Service Charge is £380.00 + VAT. (0.2p x 190,000).*

- 5.4 Commission may alternatively or also be applied to rates/charges other than the energy unit rate. Such rates may include (but are not limited to): Meter Standing Charges, Meter Installation Fees, Meter Operator (MOP) Agreement Charges and DC/DA (Data Collector/Data Aggregator) Agreement Charges.
- 5.5 The amount of the Commission applied depends on several factors such as, but not necessarily limited to:
- (a) the size of the Supply Contract;
  - (b) the contract term;
  - (c) credit risks; and
  - (d) any additional services TL may offer or provide, including but not limited to:
    - (i) account management;

- (ii) meter reading services;
- (iii) AMR/Smart Meter Installation;
- (iv) business energy audits;
- (v) setup and access to our cloud energy monitoring software;
- (vi) energy management including targeting, proactive and reactive exception and event monitoring;
- (vii) bill validation; and
- (viii) KVA Analysis and validation.

5.6 TL shall have sole authority to determine the amount of Commission to be applied within any Quotation and notwithstanding the above, TL shall not be obliged to disclose the value of any Commission applied.

5.7 Any Quotation offered will be from a Supplier or Suppliers with whom TL has a pre-established Third Party Intermediary (TPI) commercial relationship. This does not include all suppliers on the market and may change from time to time. However, upon client request, TL may obtain a Quotation from almost any supplier within the market. To request this, to receive further information on which suppliers TL work with, or more information about how the Service Charge is calculated, please call us on 0191 694 1234 or email [office@trility.com](mailto:office@trility.com).

## **6. Cancellation charges**

6.1 At any time that these Terms are in effect between TL and the Customer, in the event that a Supply Contract has been made between the Customer and a Supplier following provision of the Procurement Service by TL and either:

- (a) the Supply Number does not successfully transfer to the new Supplier within 90 days of the contracted start date; or
- (b) the Supply Contract is cancelled or terminated (howsoever such cancellation or termination arises) at any time after the supply of energy under it has commenced,

the Customer shall, subject to clause 6.3 below, immediately become liable to pay TL a cancellation fee (the “Cancellation Fee”) as set out in clause 6.2. The Cancellation Fee will be levied for each separate Supply Number which does not commence or is cancelled or terminated.

6.2 The Cancellation Fee shall be calculated as being the value of the Service Charge plus VAT. If the Supply Contract is terminated at any time after the supply of energy under it has commenced the Cancellation Fee shall be pro-rated for the period after such termination until the Supply Contract end date.

6.3 For the avoidance of doubt, no Cancellation Fee will be due and payable if a Supply Contract is terminated in consequence of or in connection with a COO unless:

- (a) a Supply Contract is terminated in consequence of or in connection with a COO that has not been notified to TL in accordance with clause 7.2; or
- (b) the proposed new occupier is connected to the Customer,

in which case a Cancellation Fee shall be due and payable in accordance with clause 6.1. In relation to a person, “connected” for the purposes of clause 6.3(b) has the meaning given to it in section 1122 of the Corporation Tax Act 2010.

- 6.4 TL shall be entitled to invoice the Customer for the Cancellation Fee at any time after it becomes aware that it is due, and the Customer shall pay the Cancellation Fee to the specified bank account within 30 days after the date of invoice. Time for payment of the Cancellation Fee shall be of the essence.
- 6.5 If the Customer fails to pay the Cancellation Fee by the due date then, without limiting TL's remedies under clause 9 regarding Termination, 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 under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 6.6 All amounts due under this clause 6 from the Customer to TL 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).
- 6.7 The Customer agrees, accepts, and hereby confirms that the Cancellation Fee is reasonable and proportionate to protect TL's legitimate interest in the Supply Contract reaching full term.
- 6.8 The Customer acknowledges that any Cancellation Fee charged by or paid to TL will not obviate or indemnify the Customer against any separate cancellation charges that the Supplier may be contractually entitled to make.

## **7. Customer's obligations**

- 7.1 In addition to the Customer's other obligations set out in these Terms, the Customer undertakes the following conditions:
- (a) to co-operate with the Supplier(s) in all matters relating to the Services including, without limitation, providing all relevant information in a timely manner as the Supplier(s) and/or TL may require from time to time and that all such Customer information will be true, accurate, complete, reliable and current in all respects;
  - (b) to take all reasonable steps, including those in clause 7.1(a) above, to ensure that the Supply Contract goes live;
  - (c) to make prompt payments to the Supplier(s) in respect of the Supply Contract as a condition of this Agreement; and
  - (d) to comply at all times with these Terms and any applicable terms and conditions imposed by a Supplier in relation to the supply of the Supplier Services.
- 7.2 The Customer shall give TL not less than 35 days' notice in writing of any proposed COO. Notice of COO must:
- (a) summarise the nature and details of the proposed COO and provide full details of any proposed occupant of the relevant premises;
  - (b) be provided 7 working days before the relevant Supplier is notified of the COO; and
  - (c) be accompanied by documentation in accordance with clause 7.3 to verify that the COO is genuine.
- 7.3 Documentation for the purposes of 7.2(c) must be sufficient evidence to satisfy TL that the COO is genuine, and shall include but not be limited to the following:
- (a) a Certified copy of a signed and executed lease agreement;

- (b) a Certified copy of a signed and executed Assignment of Lease agreement;
- (c) a copy of the signed and executed TR1 – Transfer of Freehold or Leashold Property; or
- (d) a letter from a solicitor who has acted on behalf of the Customer in the property transaction confirming the COO is genuine.

## **8. Intellectual property rights**

The Customer agrees that any and all Intellectual Property Rights in or to the Services, any information and/or materials provided the Customer, the Site and any content therein (including, without limitation, the look and feel of the Site) shall remain owned by TL and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of TL's (and/or its licensors') Intellectual Property Rights and may expose the Customer to both civil and criminal liability.

## **9. Termination**

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

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) there is a change of Control of the Customer; or
- (c) TL suspects on reasonable grounds that the Customer may have committed or attempted to commit any fraud against TL or any Supplier.
- (d) Without affecting any other right or remedy available to it, TL may suspend the supply of Services under the Contract or any other contract between the Customer and TL if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.1, or TL reasonably believes that the Customer is about to become subject to any of them.

## **10. Limitation on Liability**

10.1 TL will exercise all reasonable skill and care in providing the Services. However, the performance of the Services by TL may be dependent upon third parties (including, without limitation, Suppliers and Existing Suppliers) and

TL is not able to guarantee or accept any responsibility for any failure or delay caused by such third parties or for any inaccurate, incomplete or unreliable information provided to the Customer by such parties via TL.

- 10.2 TL shall use its reasonable endeavours to ensure that all pricing information provided by TL to the Customer as part of the Procurement Service is accurate, current and reliable in all material respects. However, save in respect of the foregoing, TL does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purposes or legality of any information accessed as a result of the Customer's use of the Services, the Site or the Call Centre or otherwise communicated by TL to the Customer.
- 10.3 Except as expressly provided in these Terms, the Services and the Site are provided on an "as is" basis without representation or warranty of any kind and to the fullest extent permissible pursuant to applicable law TL disclaims all other conditions, representations, statements and warranties, either express or implied (whether by common law, custom, statute or otherwise).
- 10.4 TL does not exclude or limit its liability (if any) in any way:
- (a) for death or personal injury caused by TL's negligence;
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) for any matter from which it is unlawful to exclude, or attempt to exclude, TL's liability.

## **11. Indemnity**

The Customer hereby agrees to indemnify, keep indemnified, defend and hold TL and its parent companies, subsidiaries, affiliates and each of their respective officers, directors, employees, owners, agents, suppliers, contractors, partners, information providers and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any of such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with any use by or conduct of the Customer in relation to any of the Services, any transactions, dealings or arrangements made with any third party as a result of using the Services or any breach of any of the provisions of these Terms or of any law or the rights of any third party.

## **12. Data protection**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed on behalf of the Customer in accordance with TL's Privacy Policy, as is more particularly set out in our Privacy Policy.

The Customer also grants TL permission to query their business and utility supply details on the relevant industry databases (including but not limited to Transco/Xoserve, ECOES, Companies House, HRMC & The Charity Commission) in order to provide any quotation, or facilitate any contract or transfer.

## **13. Force majeure**

TL shall have no liability to the Customer if it is prevented from or delayed in performing any of its obligations in relation to the provision of any of the Services, or from carrying on its business, by acts, events, omissions or accidents beyond TL's reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of TL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or

subcontractors, and TL shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

#### **14. No Waiver**

Any failure or delay by TL to enforce any of its rights under these Terms is not to be taken as or deemed to be a waiver of that or any other right unless TL acknowledges and agrees to such a waiver in writing.

#### **15. Severability**

If any clause or part of a clause of these Terms is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these Terms. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms.

#### **16. Third Party Rights**

Except as expressly provided in clause 9.2, the parties agree that the provisions of these Terms are personal to them and are not intended to confer any rights of enforcement on any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract or to any of its provisions, other than clause 9.2.

#### **17. General**

- 17.1 Each Party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 17.2 Save as expressly provided otherwise, nothing in the Contract and no action taken by the Parties in connection with it or them will create a partnership or joint venture between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.
- 17.3 If a court or any other competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

#### **18. Dispute Resolution**

- 18.1 In the event of a dispute under the Agreement and prior to initiating any legal proceedings, the parties shall follow the following dispute resolution process procedure:
- (a) in the first instance, either party may call a dispute resolution meeting of the parties by the service of not less than ten days' written notice, and each party agrees to procure that a senior member of its staff shall attend all dispute resolution meetings called in accordance with this clause;
  - (b) the attendees of a meeting called in accordance with 18.1(a) above shall use their best endeavours to resolve disputes arising out of this agreement:

- (c) if the dispute is not resolved within ten business days of it being considered at a dispute resolution meeting, it shall be referred to the managing director of each of the parties for resolution, who shall co-operate in good faith to resolve the dispute amicably: and
- (d) if the dispute is not resolved within further ten business days. either party shall be free to instigate an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties, or in the absence of such agreement, a mediator appointed by the Centre for Dispute Resolution or such other similar body (a “Mediation”);
- (e) if the parties reach a settlement as a result of the Mediation, such settlement shall be reduced to writing, and once signed by a duly authorised representative of each party, the settlement shall be binding;
- (f) the parties shall bear their own legal costs associated with the dispute resolution procedure, save that the costs and expenses of a Mediation shall be borne equally by the parties.

18.2 Subject to clause 18.3, and provided that the right to issue proceedings is not prejudiced by delay, neither party may commence court proceedings in relation to any dispute arising out of the Agreement until:

- (a) it has attempted to settle the dispute by the dispute resolution procedure set out in clause 18. 1 above; and
- (b) either the Mediation has terminated, or the other party has failed to participate in the Mediation.

18.3 Nothing in clause 18.1 shall restrict the right of either party to seek urgent or injunctive relief from a court.

## **19. Transfer of rights and obligations**

19.1 These Terms are binding on the Customer and TL and on each parties’ respective successors and assigns.

19.2 The Customer may not transfer, assign, charge or otherwise dispose of these Terms, or any of its rights or obligations arising under them, without TL’s prior written consent.

19.3 TL may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of its rights or obligations arising under them.

## **20. Entire Agreement**

The warranties, exclusions and other express provisions of these Terms, the Privacy Policy and the Terms of Use set out the full extent of our obligations and liabilities concerning the subject matter and supersede any previous agreements between the parties relating thereto.

## **21. Governing Law and Jurisdiction**

These Terms are governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

