



My Fundraising College Terms and Conditions ("Terms")

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms.

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

Chell Perkins: Chell Perkins Ltd a company registered in England and Wales with company number 11002158 whose registered office address is Levine House 233 Wigan Road, Ashton-In-Makerfield, Wigan, England, WN4 9SL;

Commencement Date: the date that the MFC User is first granted access to My Fundraising College.

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "controls", "controlled" and the expression "change of control" shall be interpreted accordingly.

MFC User Data: the data inputted by MFC User, or Chell Perkins on MFC User's behalf for the purpose of using My Fundraising College or facilitating MFC User's use of My Fundraising College.

Initial Subscription Term: 12 months.

MFC User: the person whose has agreed to purchase a Subscription.

My Fundraising College: means the digital training materials, content, modules, and any related resources or services provided by Chell Perkins through the My Fundraising College website.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 10.1.

Subscription: means the arrangement under which MFC User pays the Subscription Fee at regular intervals, as agreed, in exchange for access to My Fundraising College for the duration of the Subscription Term.

Subscription Fees: means the amounts payable by MFC User for access to My Fundraising College, as set out in the email confirmation sent by Chell Perkins to MFC User and as amended in accordance with these Terms.

Subscription Term: has the meaning given in clause 10.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "Vulnerabilities" shall be interpreted accordingly.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these Terms.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision includes all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

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- 1.9 A reference to writing or written excludes fax but not email.
- 1.10 References to clauses are to the clauses of these terms.

2. User subscriptions

- 2.1 Subject to MFC User purchasing a Subscription, the restrictions set out in this clause 2 and the other terms and conditions of these Terms, Chell Perkins hereby grants to MFC User a non-exclusive, non-transferable right and licence, without the right to grant sublicences to use My Fundraising College during the Subscription Term solely for MFC User's internal business operations.
- 2.2 MFC User undertakes that they:
- (a) will not allow their Subscription to be used by anyone else;
 - (b) shall comply with any forum code of conduct if provided by Chell Perkins;
 - (c) shall keep a secure password for their use of My Fundraising College, and that they shall keep their password confidential;
 - (d) shall not access, store, distribute or transmit any Viruses during the course of their use of My Fundraising College;
 - (e) shall communicate with Chell Perkins and with other users with respect and in a professional and polite manner;
 - (f) shall not post or upload any material to My Fundraising College or any associated social media pages, forum or website that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) is inappropriate for a professional context;
 - (iii) is likely to cause offence or upset to others;
 - (iv) facilitates illegal activity;
 - (v) depicts sexually explicit images;
 - (vi) promotes unlawful violence;
 - (vii) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (viii) is otherwise illegal or causes damage or injury to any person or property.
- 2.3 If MFC User is in breach of clause 2.2, Chell Perkins reserves the right, without liability or prejudice to its other rights to MFC User and without prejudice to its other rights and remedies under these Terms, to disable MFC User's access to My Fundraising College and/or any material that breaches the provisions of clause 2.2.
- 2.4 MFC User shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:

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- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of My Fundraising College in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the My Fundraising College; or
 - (b) access all or any part of My Fundraising College in order to build a product or service which competes with My Fundraising College; or
 - (c) use My Fundraising College to provide services to third parties; or
 - (d) subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make My Fundraising College available to any third party, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to My Fundraising College, other than as provided under this clause 2; or
 - (f) introduce or permit the introduction of, any Virus or Vulnerability into My Fundraising College or Chell Perkins's network and information systems.
- 2.5 MFC User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, My Fundraising College and, in the event of any such unauthorised access or use, promptly notify Chell Perkins.
- 2.6 The rights provided under this clause 2 are granted to MFC User only, and shall not be considered granted to any subsidiary or holding company of MFC User.

3. My Fundraising College

- 3.1 Chell Perkins shall, during the Subscription Term, provide My Fundraising College to MFC User on and subject to the terms of these Terms.
- 3.2 Chell Perkins shall use commercially reasonable endeavours to make My Fundraising College available during Normal Business Hours.
- 3.3 Where there are any issues in the MFC User accessing My Fundraising College, MFC User should email hello@chellperkins.co.uk and within a reasonable time of receiving such email Chell Perkins shall respond and use their commercially reasonable endeavours to provide a solution.

4. Third party providers

MFC User acknowledges that My Fundraising College may enable or assist it to access the content of, correspond with, and purchase products and services from, third parties via third-party websites or through embedded third party content and that it does so solely at its own risk. Chell Perkins makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party content or website, or any transactions

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completed, and any contract entered into by MFC User, with any such third party. Any contract entered into and any transaction completed via any third-party website is between MFC User and the relevant third party, and not Chell Perkins. Chell Perkins recommends that MFC User refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Chell Perkins does not endorse or approve any third-party content or website nor the content of any of the third-party website made available via My Fundraising College.

5. Chell Perkin's obligations

- 5.1 Chell Perkins shall provide My Fundraising College with reasonable skill and care.
- 5.2 Chell Perkins's obligations at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of My Fundraising College contrary to Chell Perkins's instructions, or modification or alteration of My Fundraising College by any party other than Chell Perkins or Chell Perkins's duly authorised contractors or agents. If My Fundraising College do not conform with the terms of clause 7.1, Chell Perkins will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes MFC User's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.
- 5.3 Chell Perkins:
- (a) does not warrant that:
 - (i) MFC User's use of My Fundraising College will be uninterrupted or error-free; or
 - (ii) that My Fundraising College and/or the information obtained by MFC User through My Fundraising College will meet MFC User's requirements; or
 - (iii) My Fundraising College will be free from Vulnerabilities or Viruses;
 - (b) is not responsible for the views of any person presenting training or content through My Fundraising College as these are the presenter's own views and do not necessarily represent the views of Chell Perkins;
 - (c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and MFC User acknowledges that My Fundraising College may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.4 These Terms shall not prevent Chell Perkins from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

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- 5.5 Chell Perkins warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.
- 5.6 Chell Perkins shall follow its archiving procedures for MFC User Data as amended by Chell Perkins in its sole discretion from time to time. In the event of any loss or damage to MFC User Data, MFC User's sole and exclusive remedy against Chell Perkins shall be for Chell Perkins to use reasonable commercial endeavours to restore the lost or damaged MFC User Data from the latest back-up of such MFC User Data maintained by Chell Perkins in accordance with its archiving procedure. Chell Perkins shall not be responsible for any loss, destruction, alteration or disclosure of MFC User Data caused by any third party (except those third parties sub-contracted by Chell Perkins to perform services related to MFC User Data maintenance and back-up for which it shall remain fully liable).

6. MFC User's obligations

6.1 MFC User shall:

- (a) provide Chell Perkins with:
 - (i) all necessary co-operation in relation to these Terms; and
 - (ii) all necessary access to such information as may be required by Chell Perkins;in order to provide My Fundraising College, including but not limited to MFC User Data, security access information and configuration services;
- (b) without affecting its other obligations under these Terms, comply with all applicable laws and regulations with respect to its activities under these Terms;
- (c) carry out all other MFC User responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in MFC User's provision of such assistance as agreed by the parties, Chell Perkins may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) use My Fundraising College in accordance with the terms and conditions of these Terms;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Chell Perkins, its contractors and agents to perform their obligations under these Terms, including without limitation My Fundraising College;
- (f) ensure that its network and systems comply with the relevant specifications provided by Chell Perkins from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Chell Perkins's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to MFC User's network connections or telecommunications links or caused by the internet.

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- 6.2 MFC User shall own all right, title and interest in and to all of MFC User Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such MFC User Data.
- 6.3 MFC User warrants, represents, and undertakes that it is not acting as a consumer for the purposes of any applicable consumer protection legislation in connection with this agreement and is entering into this agreement in the course of its business, trade, craft, or profession.

7. Charges and payment

- 7.1 Chell Perkins will issue an invoice for the Subscription Fees to MFC User and MFC User shall pay such invoice by the due date specified in the invoice.
- 7.2 MFC User must make payment using the method specified in the invoice or as otherwise agreed in writing by Chell Perkins.
- 7.3 If Chell Perkins has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Chell Perkins:
- (a) Chell Perkins may, on no less than 5 Business Days' notice to MFC User and without liability to MFC User, disable MFC User's password, account and access to all or part of My Fundraising College and Chell Perkins shall be under no obligation to provide any or all of My Fundraising College while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Chell Perkin's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.4 All amounts and fees stated or referred to in these Terms or invoiced in accordance with these Terms:
- (a) shall be payable in pounds sterling;
 - (b) are non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to Chell Perkins's invoice(s) at the appropriate rate and payable by MFC User.
- 7.5 Chell Perkins shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to MFC User.

8. Proprietary rights

- 8.1 MFC User acknowledges and agrees that Chell Perkins and/or its licensors own all intellectual property rights in My Fundraising College. Except as expressly stated herein,

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these Terms do not grant MFC User any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of My Fundraising College.

- 8.2 Chell Perkins confirms that it has all the rights in relation to My Fundraising College that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these Terms.

9. Limitation of liability

WARNING: you are strongly advised to read this clause.

- 9.1 Except as expressly and specifically provided in these Terms:

- (a) MFC User assumes sole responsibility for results obtained from the use of My Fundraising College by MFC User, and for conclusions drawn from such use;
- (b) Chell Perkins shall have no liability for any damage caused by errors or omissions in any MFC User Data, information, instructions or scripts provided to Chell Perkins by MFC User in connection with My Fundraising College, or any actions taken by Chell Perkins at MFC User's direction;
- (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (d) My Fundraising College are provided to MFC User on an "as is" basis.

- 9.2 Nothing in these Terms excludes the liability of Chell Perkins:

- (a) for death or personal injury caused by Chell Perkins's negligence; or
- (b) for fraud or fraudulent misrepresentation.

- 9.3 Subject to clause 9.1 and clause 9.2:

- (a) Chell Perkins shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) wasted expenditure,
 - (iv) depletion of goodwill and/or similar losses,
 - (v) loss or corruption of data or information, or
 - (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) Chell Perkins's total aggregate liability to MFC User, in respect of all breaches of duty occurring within any contract year shall not exceed 100% of the total Subscription Fees paid in the contract year in which the breaches occurred. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, Chell Perkins's total liability for those claims

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shall not exceed the single highest annual cap for those contract years. A contract year means a 12 month period commencing on the Commencement Date or any anniversary of it.

- 9.4 References to liability in this clause 9 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.5 Nothing in these Terms excludes the liability of MFC User for any breach, infringement or misappropriation of Chell Perkins's Intellectual Property Rights.

10. Term and termination

10.1 This agreement shall, unless otherwise terminated as provided in this clause 10, commence on the Commencement Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of these Terms;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

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

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) being an individual is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or, being a partnership, has any partner to whom any of the foregoing apply;

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- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (i) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(c) to clause 14.2(j) (inclusive);
- (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (n) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these Terms is in jeopardy; or
- (o) there is a change of control of the other party.

10.3 Without affecting any other right or remedy available to it, Chell Perkins may terminate this agreement at any time, for any reason, by providing MFC User with not less than 30 days' written notice.

10.4 Chell Perkins may terminate this agreement if MFC User has not accessed My Fundraising College for a continuous period of six (6) months. Chell Perkins will provide written notice to MFC User before termination, and, in accordance with the remainder of this clause, access to My Fundraising College will be revoked upon termination.

10.5 On termination of this agreement for any reason:

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- (a) all licences granted under these Terms shall immediately terminate and MFC User shall immediately cease all use of My Fundraising College;
- (b) Chell Perkins may destroy or otherwise dispose of any of MFC User Data in its possession unless Chell Perkins receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to MFC User of the then most recent back-up of MFC User Data. Chell Perkins shall use reasonable commercial endeavours to deliver the back-up to MFC User within 30 days of its receipt of such a written request, provided that MFC User has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). MFC User shall pay all reasonable expenses incurred by Chell Perkins in returning or disposing of MFC User Data; and
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

11. Feedback

MFC User agrees that any feedback, suggestions, ideas, or comments it provides to Chell Perkins about My Fundraising College (together referred to as "Feedback") may be used by Chell Perkins without any restriction or obligation to MFC User. By providing Feedback, MFC User grants to Chell Perkins a worldwide, perpetual, irrevocable, royalty-free licence to use, reproduce, modify, adapt, publish, translate, distribute, and display MFC User's Feedback in any format and for any purpose, including improving Chell Perkins's services or products.

12. Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

13. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Waiver

- 14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

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- 14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

- 16.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
- 16.2 If any provision or part-provision of these Terms is deemed deleted under clause 16.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Entire agreement

- 17.1 These Terms constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. Assignment

- 18.1 MFC User shall not, without the prior written consent of Chell Perkins, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 18.2 Chell Perkins may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

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19. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Third party rights

20.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

21. Notices

21.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the email address provided on registration in the case of MFC User and hello@chellperkins.co.uk in the case of Chell Perkins.

21.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

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

22. Governing law

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

23. Jurisdiction

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

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