

Telephone Number Solutions Limited
Terms and Conditions for all Telephone Services
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Definitions

"Agreement" means this agreement entered into between Telephone Number Solutions and the Customer in respect of the Service or services commencing on the Commencement Date

"Business Customer / Customer" any Customer Telephone Number Solutions makes this Agreement with in respect of where the Service is to be provided to a place of business for business purposes. It includes a person (individual) who Telephone Number Solutions reasonably believes is acting with the Customer's authority or knowledge

"Call" means a signal, message or communication that is silent, spoken or visual on each line or number that Telephone Number Solutions agrees to provide to the Customer under this Agreement

"Call Charges" means the sum of money (plus VAT) which is payable to Telephone Number Solutions by the Customer per call

"Charges" means all sums (plus VAT and local taxes where applicable) payable by the Customer to Telephone Number Solutions in respect of the Service including but not limited to the connection charge (in respect of the Customer being connected to the Network). Line and service rentals and call charges for incoming and outgoing calls and any other charges for any other services provided by Telephone Number Solutions

"Commencement Date" means the date of the service is made available to the Customer

"Customer" means the Customer Telephone Number Solutions makes this Agreement with. It includes a person who Telephone Number Solutions reasonably believes is acting with the Customer's authority or knowledge

"Early Termination Charges" means the charges (plus VAT) for early termination calculated pursuant to clause 14.6

"Equipment" means equipment that is not part of the Network and which the Customer uses or intends to use with the Service

"Fault" means the continuous total loss of the ability to make or to receive calls or the continuous total loss of a related service

"Invoice" means the monthly itemised list of call charges and Services incurred and due for payment by the Customer, supplied to the Customer monthly in arrears for call charges, delivered electronically via electronic-mail (e-mail) or by post (at an additional cost of £10.00 per invoice) should the Customer fail to provide a valid email address. Line rentals, services and special numbers are billed monthly in advance and paid for by means of a Direct Debit

"Line" means a connection to the Network

"Line Rental" means the monthly fixed charge (plus VAT) to be paid by the Customer for the Service as set out in the contract

"Number Rental" means the monthly fixed charge (plus VAT) to be paid by the Customer for the Service as set out in the contract

"Minimum Term" means the period of [12] [24] or [36] months, as notified to the Customer by Telephone Number Solutions on entering into this Agreement and in the contract or Notification Letter or e mail confirmation of the ordered service

"Network" means telecommunications network or networks operated by the Network Operators regardless of Country or location

"Network Operator" means the network operator who operates a network to which the telephone number or line is connected

"Telephone Number Solutions" means Telephone Number Solutions Ltd (Company number 9462638) whose registered office is 35 Holmesdale Road, Reigate, Surrey, RH2 0BJ

"Parties" means Telephone Number Solutions and the Customer and references to "Party" shall be construed accordingly

"Premises" means the place where the Service is or will be provided, usually the Customer's place of business unless agreed otherwise

"Price List or Price" means the price as agreed and set out on the contract and this can be varied by Telephone Number Solutions from time to time and on such occasions Telephone Number Solutions will endeavour to advise the Customer with 30 days written notice via post or e mail (including information updates and price changes included on the monthly invoice from Telephone Number Solutions to the Customer

"Relevant Standards" means the standards designated under Section 22 of the Telecommunications Act 1984 as amended by the Communications Act 2003

"Service" means all or part of the Service or services explained in clause 1 of these terms and conditions and any related services that Telephone Number Solutions agrees to provide to the Customer under this Agreement and "Services" shall be construed accordingly

"Service Provider" means any Public Electronic Communications Network Provider as defined in the Communications Act 2003

"Switchover Date" means the date of transfer of the Service to Telephone Number Solutions as notified to the Customer

"Website" means the website www.telephonenumberolutions.com

1. What the Service is

1.1 The Service Telephone Number Solutions supplies to the Customer is the ability to make and or receive a Call using any number range including ranges beginning 01,02,03,04,05,06,07,08,09 and 1,2,3,4,5,6,7,8,9 or any combination of numbers in any Country also including any rentals and services as shown on the order form – the service connects to a telecommunications network for the provision of lines, numbers and access numbers

1.2 The Service does not include any phones or other equipment. In providing the Service, Telephone Number Solutions will endeavour to use the reasonable skill and care of a competent telecommunications service provider.

2. Things Telephone Number Solutions may have to do

From time to time Telephone Number Solutions may have to:

(a) change the code or telephone number or the technical specification of the Service due to mandatory changes imposed on Telephone Number Solutions; or

(b) interrupt the Service for operational or emergency reasons; although Telephone Number Solutions will restore the interrupted Service as quickly as possible; or

(c) give the Customer instructions that Telephone Number Solutions believe are necessary for health or safety reasons, or to maintain the quality of the Service that Telephone Number Solutions supplies to the Customer or to other Customers: or

(d) the service or number may from time to time need to be substituted with an alternative number from the one ordered and advised to the Customer and the Customer is advised to always test the number and the service to check it is working correctly prior to any advertising being commenced

3. Phone number

3.1 The Customer may not sell or agree to transfer their telephone number(s) provided to it for use with the Service

4. The Phone Book and Directory Enquiries

4.1 Telephone Number Solutions will not put the Customer's name, address and the phone number for the Service in the phone book or a directory enquiries service unless the Customer requests Telephone Number Solutions to do so within 14 days of entering into within 14 days of entering in to this agreement and in such cases additional rental costs may be incurred

5. Call Monitoring

Telephone Number Solutions may occasionally monitor and record calls made to or by Telephone Number Solutions by or to the Customer, for training and quality purposes

6. Use of the Customer's information

6.1 Telephone Number Solutions complies with its obligations under the Data Protection Act 1998 ("the Act")

6.2 Telephone Number Solutions will not pass Personal Data obtained from the Customer to any third parties for marketing purposes

6.3 The Customer agrees that Telephone Number Solutions may search the files of credit reference agencies, which will keep a record of that search. Telephone Number Solutions may also carry out identity and anti-fraud checks with fraud prevention agencies. Telephone Number Solutions may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies whilst the Customer retains a financial obligation to Telephone Number Solutions

7. When Telephone Number Solutions will provide the Service

7.1 Telephone Number Solutions will use all reasonable endeavours' to provide the Service by the date agreed with the Customer with any such date being the date informed to the Customer either verbally or in writing

7.2 Telephone Number Solutions will use the reasonable skill and care of a competent telecommunications service provider to provide the Service however, Telephone Number Solutions cannot guarantee that the Service will always be fault free as other third party companies provide the Network

7.3 The service is provided subject to all of the limitations of a telecommunications network including the risk of imposed prefixed or number changes (and pricing) In particular Telephone Number Solutions is unable to guarantee that all overseas and International networks will be able to access the number or service using the telephone network including calls from standard lines, VoIP, SIP and mobile networks

7.4 In addition Telephone Number Solutions gives no warranty or guarantee that the service is suitable for the Customers purposes. All warranties relating to the service are excluded even if implied and no warranties, statements or representations made prior to concluding the order and this agreement forms any part of the contract

8. Duration of this Agreement

8.1 This Agreement will come into force on the date on which the Customer orders the Service or in the case of the service already existing resigns a contract or agrees to migrate or port a service on a contract. The Service is supplied by Telephone Number Solutions subject to a Minimum Term unless this Agreement is otherwise terminated prior to expiry of the Minimum Term or additional term or terms in accordance with its terms. The Minimum Term will commence on the go live date or the Switchover Date or if a re signed contract for services the date of that contract being signed this then becomes the anniversary date

8.2 Upon expiry of the Minimum Term, or any anniversary thereafter, this Agreement will renew automatically for further periods of 12 months (Additional Term) unless terminated by either party with 30 days written notice prior to the end of the Minimum term or in writing 30 days prior to the start of the 12 Months Additional Term in accordance with the terms of this Agreement and any notification to cancel or change the service. Any notification outside of these dates will incur the outstanding monies for that period as detailed in 14.3

9. Repairing faults

9.1 If there is a Fault, the Customer must report this directly to Telephone Number Solutions by either by calling the main number 0333 323 4000 and selecting the option for support or e mail the fault to support@telephonenumberolutions.com between the hours of 0830 to 1730 Monday to Friday GMT Greenwich Mean Time and this exclude weekends and UK public bank holidays

9.2 If the Customer reports a Fault in respect of the service, Telephone Number Solutions will report the Fault to the Network Operator as soon as reasonably practicable so that the Network Operator can arrange for an engineer to test the service as soon as possible.

9.3 Telephone Number Solutions will not be responsible for any faults in respect of any Customer who does not or has not paid for the service or the number rental pursuant to this Agreement

10. Paying Telephone Number Solutions charges for the Service

10.1 The Customer agrees to pay all of the charges and calls due in respect of the Service as set out in the contract

10.2 The Customer is responsible for all Call Charges incurred as a result of use of the Service by the Customer or any third party using the Service

10.3 Telephone Number Solutions will calculate the Call Charges using the details recorded by the network operator and supplier. Call Charges will normally be invoiced monthly in arrears. Where possible, Call Charges will appear on the Customer's next invoice, but sometimes there may be a delay and call charges may appear on a subsequent invoice

10.4 Invoices shall be supplied to the Customer monthly in arrears via email (Telephone Number Solutions 'e billing') to the Customers registered email address, or alternatively should the Customer fail to provide a valid e-mail address invoices shall be provided by post at an additional cost

10.5 If the Customer does not pay an invoice within 14 calendar days of the date of that invoice, Telephone Number Solutions will send the Customer a reminder by e mail. If Telephone Number Solutions does not receive payment of that invoice within a further 7 calendar of the date of that reminder, Telephone Number Solutions may charge the Customer daily interest on the overdue amount(s) at a rate equal to 4% above the base lending rate of Barclays Bank plc for the period beginning on the date on which payment is due and ending on the date on which payment is made

10.6 If the invoice remains unpaid 7 calendar days after the reminder Telephone Number Solutions will suspend the service without any further notice

10.7 Telephone Number Solutions reserves the right to issue the Customer with an interim invoice if the Customer has exceeded 50% of any previous months calls. Telephone Number Solutions may also ask the Customer to pay a deposit at any time, as security for payment of future invoices

10.8 Charges are payable by Direct Debit, unless agreed otherwise with Telephone Number Solutions. If a Customer cancels an active Direct Debit without Telephone Number Solutions consent reasonable administrative charges may apply

10.9 The Customer must pay all Charges in accordance with their direct debit authority, or if, for some reason, their direct debit payment fails, in accordance with the time for payment detailed in the invoice. The Customer must pay all deposits when Telephone Number Solutions asks for them

10.10 If the Customer's payment is rejected, or becomes, or is, invalid or unavailable, thereby preventing Telephone Number Solutions from recovering the sums due under your account within 5 calendar days following the due date for payment, Telephone Number Solutions reserves the right immediately to withdraw access to the Services and thereby suspend the service. The Customer will also be charged a reasonable administration fee

10.11 In these circumstances, the Customer will be sent a letter or e mail giving them a further 7 calendar days in which to arrange for their account to be discharged in full – on paid in full a security deposit or an annual payment in advance for the service will be required before Telephone Number Solutions reinstate the service

10.12 If the Customer's account remains unpaid for a further period of 5 calendar days after the date as per clause 10.11 the service will be ceased and any outstanding monies due will be handed on to a solicitor or an established debt collection agency to pursue. If Telephone Number Solutions are required to instruct their solicitors or other professional advisers to collect any outstanding sums on the Customer's account, the Customer will be responsible for, and Telephone Number Solutions will look to the Customer to discharge, those costs that are incurred by Telephone Number Solutions in taking such action

10.13 Telephone Number Solutions may amend the charges for services and calls at any time. Telephone Number Solutions will advise the Customer at least 30 days before the change is to take effect by e mail or via a notice on their monthly invoice. On occasions regulators and network operators increase their charges and such increases are outside our control and in turn we pass on these charges. If the Customer does not accept the proposed increase in the charges, the Customer must notify Telephone Number Solutions within 14 days of receipt of the notice of the proposed increase, otherwise the Customer will be deemed to have accepted the proposed increase

10.14 Telephone Number Solutions reserves the right to apply a monthly minimum threshold of £10.00 excluding VAT in respect of inbound and outbound calls for each invoiced account to keep the account operating at a viable level. In the event that the actual outbound and inbound calls billed amount does not reach the threshold level the Customer agrees to pay the difference between the actual calls billed amount and the threshold

11. The Customer's obligations

11.1 The Customer may only connect phones, extension wiring, sockets or other equipment to the Network using a Main Telephone Socket that the Network Operator have fitted unless the Parties agree otherwise.

11.2 The Equipment must only be used with the Network in a way that meets the Relevant Standards, is technically compatible with the Service and complies with the terms under which Telephone Number Solutions or the Network Operator was granted Authorisation

11.3 The Customer must ensure the Service is not used:

- (a) to make offensive, menacing, indecent, nuisance or hoax Calls;
- (b) fraudulently or in connection with any criminal offence;

In the event that the Customer uses the Service in breach of this clause shown in 11.3, Telephone Number Solutions reserves the right to suspend the Service pursuant to clause 15. The Customer will fully reimburse Telephone Number Solutions in respect of any sums Telephone Number Solutions is obliged to pay to any third party, and any other costs incurred by Telephone Number Solutions (including without limitation properly incurred legal fees), as a result of the Customer's misuse of the Services in breach of this clause 11.3

12. Liability

12.1 Telephone Number Solutions liability under this Agreement for a failure in provision of the Service or the Service itself is detailed in this clause 12

12.2 Telephone Number Solutions does not exclude or limit its liability for death or personal injury resulting from its negligence of its employees whilst acting in the course of their employment. Each party's liability to the other shall be limited to £500,000.00 for any one incident or series of incidents and to no more than £1,000,000.00 in total

12.3 Subject to clause 12.2, Telephone Number Solutions shall not be liable to the Customer for any indirect, special or consequential loss arising under this Agreement, including but not limited to loss of profit, business or revenue, loss of anticipated savings, wasted management time, loss of contracts, loss of business or any other loss, damage cost or expense arising out of any breach of this Agreement by Telephone Number Solutions which was not reasonably foreseeable

Telephone Number Solutions cannot guarantee that the Service will operate Fault free as other third party companies provide the Network. This is beyond Telephone Number Solutions reasonable control and Telephone Number Solutions are not therefore liable for faults due to these matters. For the avoidance of doubt Telephone Number Solutions shall not be liable for any delay in the repair of any fault except to the extent that Telephone Number Solutions delays or fails to report the fault (as notified to Telephone Number Solutions by the Customer under clause 9) to the Network Operator as soon as reasonably practicable

12.5 Subject to clauses 12.2 and 12.3 above, Telephone Number Solutions total liability to the Customer (in contract, tort and including negligence, breach of statutory duty, restitution or otherwise in respect of any loss or damage howsoever arising is limited to a total of £10.00 for each number or line affected and subject to an overall total of £200.00 per event or series of events

12.6 Unless clause 12.2 applies, Telephone Number Solutions liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to £200.00 (two hundred pounds) in any 12 month period

12.7 Except as set out expressly in this Agreement, all conditions, warranties, undertakings and obligations implied by statute, common law, custom, trade, usage or otherwise are excluded to the extent permissible in law

12.8 Nothing in this clause 12 will exclude liability, which one Party would otherwise have to the other Party in respect of any statements made fraudulently

12.9 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law

12.10 Telephone Number Solutions does not accept liability for the acts or omissions of other providers of telecommunication services (including for the avoidance of doubt the Network Operator)

12.11 Telephone Number Solutions does not accept liability to the Customer for any third party interference (either internally at your premises or externally on the network using your service (eg) Hackers with the services nor as a consequence of abuse or misuse thereof

12.12 Any network services or network features which are provided by a third party to Telephone Number Solutions will not in any circumstances be the responsibility of telephone Number Solutions

13 Force Majeure

Telephone Number Solutions will not be liable for failure to comply with its obligations as set out in this Agreement due to matters beyond its reasonable control including but not limited to lightning, flood, or exceptionally severe weather, fire or explosion, terrorism, strikes, civil disorder, riot, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind or in respect of any acts or omissions of OFCOM or any other Public Electronic Communications Network Providers as defined in the Communications Act 2003

14. Termination of this Agreement

14.1 The Customer may terminate this Agreement by written notice to Telephone Number Solutions only if Telephone Number Solutions is in material breach of its terms and fails to remedy such breach within 30 days of receiving notice from the Customer requiring such breach to be remedied

14.2 In the event that the Customer terminates this Agreement prior to expiry of the Minimum Term or additional term, other than in respect of termination by the Customer pursuant to clause 14.1 the Customer shall pay the Early Termination Charges, calculated in accordance with clause 14.3

14.3 The Early Termination Charges shall be for each number, line or service that a Customer cancels:-

- (a) the sum of the line, service and number rental charges payable by the Customer from the date of actual termination until the date of expiry of the Minimum Term or Additional Term; and
- (b) any actual call charges or rentals accrued up to and including the date of termination; and
- (c) the average monthly call spend multiplied from the date of the actual termination until the date of expiry of the Minimum term or Additional Term; and
- (d) an administration charge of £50.00 (fifty pounds) plus VAT.

14.4 In the event that Telephone Number Solutions terminates this Agreement after the expiry of the Minimum Term, other than in respect of termination by Telephone Number Solutions pursuant to clauses 15(d), or 15(e), the Customer shall pay the Charges up to the end of the notice period

14.5 In the event that the Customer terminates this Agreement after the expiry of the Minimum Term or additional term, other than in respect of termination by the Customer pursuant to clause 14.2, the Customer shall pay the Charges up to the end of the notice period in accordance with clause 14.1 or until 30 days from the date the notice is received by Telephone Number Solutions whichever is the later

14.6 If this Agreement ends, Telephone Number Solutions will refund any money owed to the Customer, after first deducting any money the Customer owes to Telephone Number Solutions under this Agreement or any other agreement Telephone Number Solutions has with the Customer

14.7 In the event that the Customer terminates any service prior to expiry of the Minimum or additional Term, other than in respect of termination by the Customer pursuant to clauses 14.2, and 14.4, Telephone Number Solutions shall be entitled to charge the Customer such an amount as would be reasonable in covering Telephone Number Solutions losses as a result of such a termination for the period outstanding on the contract

14.8 The complete set of Terms & Conditions are available on the Telephone Number Solutions website at www.telephonenumberolutions.com

15. Suspension or termination of the Service for breach

15.1 Telephone Number Solutions reserves the right to suspend the Service or terminate this Agreement immediately at any time without giving the Customer prior notice, and without prejudice to Telephone Number Solutions other rights and remedies, if:

- (a) the Customer breaches this Agreement or any other agreement it has with Telephone Number Solutions for telephone service, including lines, telephone numbers and rented services and fails to remedy the breach within 14 days of Telephone Number Solutions notifying the Customer of such breach and requesting that such breach is remedied;
- (b) Telephone Number Solutions believes that the Service is being used in breach of clauses 3.2 or 11.3, whether the Customer is aware of such misuse or not;
- (c) the Customer, being an individual, partnership or firm has entered into any composition or arrangement with its creditors, has a petition presented by it or by any other person for its bankruptcy or has a bankruptcy order made against it; or, being a company, is subject to any winding up or administration proceedings, or in any event ceases, or threatens to cease to trade;
- (d) Telephone Number Solutions Authorisation (or the authorisation of any relevant third party telecommunications supplier or regulator) expires or is revoked or modified in any respect which materially or adversely affects Telephone Number Solutions ability to provide the Services to you; or
- (e) if Telephone Number Solutions have to do so to comply with any order, instruction or request of any authorised government body or authority or any emergency service; or
- (g) any direct debit details submitted by the Customer for payment are found not to be or cease to be valid; or
- (f) Telephone Number Solutions are directed by any competent authority to cease the provision of the Services or any part of it; or
- (h) Telephone Number Solutions contract with any third party who assists Telephone Number Solutions in providing the Services to the Customer is terminated

15.2 If the Customer has a limited payment history for the Service (being less than 3 invoices received and paid in full) Telephone Number Solutions reserves the right to restrict the Customer's ability to make or receive calls via their numbers or service pending payment of charges accrued on Telephone Number Solutions invoicing system.

15.3 If the Customer does not pay an invoice in accordance with clause 10.4, Telephone Number Solutions reserves the right to suspend the Service and will lift the suspension following full payment being made by the Customer to Telephone Number Solutions

15.4 If Telephone Number Solutions suspends the Service pursuant to this clause 15 (other than pursuant to clauses 15.1(d) and (e)), Telephone Number Solutions will not be obliged to recommence provision of the Service until the Customer does what it is obliged to do under and in accordance with the terms of this Agreement or satisfies Telephone Number Solutions that the Service will not be used in a way that is in breach of this Agreement

15.5 The Customer is still liable to pay the Charges applicable to any period of suspension of the Service (other than in respect of a suspension pursuant to clauses 15.1 (d) or (e))

15.6 In the event the Service is suspended by Telephone Number Solutions for reasons as set out in clause 15.1 (c) above, Telephone Number Solutions reserves the right to charge the Customer an administration fee of £50 payable by the Customer within 14 days of the Service being suspended by Telephone Number Solutions

15.7 In the event the Service is recommenced, Telephone Number Solutions reserves the right to charge a reconnection fee of £50.00 plus VAT per affected number and service

16. Validity

If any provision of this Agreement becomes invalid or unenforceable the other provisions of this Agreement shall not be affected by such invalidity or unenforceability

17. Disputes

17.1 If the Customer has a complaint or query regarding any aspect of the Service, the Customer should contact Telephone Number Solutions Customer services department or write to Telephone Number Solutions at the address given in clause 21

17.2 If Telephone Number Solutions cannot resolve any dispute with the Customer after a 12 week period, either Party can refer the dispute to the Telecoms Ombudsman at

www.otelo.org.uk or on 0845 050 1614 or to OFCOM, the communications regulator at www.ofcom.org.uk or call OFCOM on 0845 456 3000 for resolution

17.3 Nothing in this clause 17 will prevent either Party from:

(a) seeking injunctive relief in the case of any breach or threatened breach by the other Party;

(b) commencing any proceedings where this is reasonably necessary to avoid any loss of a claim due to the rules on limitation of actions; or

(c) commencing proceedings in the case of non-payment of the charges.

18. Changing this Agreement

18.1 If the Customer asks Telephone Number Solutions to make any change or changes to the Service, Telephone Number Solutions may ask the Customer to confirm its request in writing. If Telephone Number Solutions agrees to a change, this Agreement will be changed when Telephone Number Solutions confirms the change to the Customer in writing

18.2 Telephone Number Solutions can change the conditions of this Agreement including its Charges at any time

19. Assignment

Telephone Number Solutions shall have the right to assign or otherwise delegate all or any of its rights and obligations under this Agreement to any Associated Company third party

The Customer cannot assign or try to assign this Agreement or any part of it to a third party without Telephone Number Solutions prior written consent

20. Codes of Practice

In response to directives of the Regulator (OFCOM) which require all providers of fixed-line voice telephony services to maintain and follow a sales and marketing, and dispute resolution codes of practice in relation to Customer service, Telephone Number Solutions have produced a Sales and Marketing Code of Practice and a Complaint Handling and Dispute Resolution Code of Practice to protect the Customer's rights in this area and a full copy of this is available on the OFCOM Website

21. Notices

Any notice given under this Agreement must be delivered by hand, sent by email or sent by prepaid post as follows:

(a) to Telephone Number Solutions, First Floor, 33 Nork Way, Banstead, Surrey, SM7 1PB or such other address as may be notified to the Customer; or

(b) to the Customer at the address the Customer has asked Telephone Number Solutions to send invoices to

22. Entire Agreement Clause

22.1 This Agreement constitutes the entire agreement between Telephone Number Solutions and the Customer and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the Services

22.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation

23. Third Party Rights

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act

24. Waiver

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion

25. Law and Jurisdiction

This Agreement or any term of this Agreement will be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement