

UCBC Student Agreement (Terms and Conditions) Entry Academic Year 2019/20

1. Introduction

- i. The purpose of this document is to identify the basis of the agreement (**Agreement**) which you will have with Blackburn College (**the College**) if you accept the offer of a place on a programme of study (**Programme**) which has been made to you (**Offer**). The Agreement is comprised of these terms and conditions (**Terms**) (and the documents referred to in them) and any of the College's rules, regulations, policies and codes that are in force from time to time (**Policies**).
- ii. **You will be asked to sign to confirm your acceptance of the Agreement upon enrolment and by doing so you warrant that you have read, understood and agree to the terms of this Agreement and understand that a legally binding contract is then formed between you and the College.**
- iii. If you do not act in accordance with this Agreement, the College may take disciplinary action against you in accordance with its student disciplinary regulations. You hereby agree that all relevant staff will be advised of the outcome of any such action. Please be fully aware that, one of the possible outcomes of disciplinary action is that your enrolment at the College may be terminated.
- iv. The College reserves the right to make reasonable changes at any time to the Agreement as it deems appropriate or necessary. Copies of the current version of the Terms and the Policies will be made available by electronic means and any substantial changes will be brought to your attention.
- v. If you have secured a place in College accommodation, your right to that place is subject to your continued enrolment as a student at the College. The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.

2. Delivery of and Changes to Your Programme and Exclusion of Liability

Delivery of your Programme

- i. The College will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your Programme and modules. Specific details relating to the delivery of your Programme will be provided before or at the time of your enrolment on your Programme.
- ii. Where circumstances change outside of the College's reasonable control, the College reserves the right to make changes to or cancel certain elements of or the entirety of the Programme at any time without liability to you. Circumstances falling outside of the College's control shall include but not be limited to acts of God, industrial action or disputes (including action or disputes involving the College's employees), over or under demand from students, staff illness, lack of funding, extreme or severe weather, fire, malicious damage, flood, natural disaster, war, terrorism, civil disorder, political unrest, explosion, national emergencies, government restrictions, failure of a utility service, transport or telecommunication network, default of third party suppliers and subcontractors and concern with regard to the transmission of serious illness (**Event Beyond the College's Control**).

Changes to Your Programme

- iii. Information provided to you about the academic content, delivery and assessment of your Programme is indicative only. The College does not undertake to offer the Programme precisely as stated nor does it undertake to adhere to indicated delivery arrangements. The College does, however, unless prevented by circumstances outside its reasonable control, undertake that you will be provided with a route to the named award for which you enrol over the same time period as was agreed at enrolment. For full time programmes the College further undertakes that the tuition fees for your studies will not rise by more than the current rate

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of inflation as calculated with reference to the percentage change in the Retail Price Index as produced by the Office for National Statistics (**RPI**) during your period of enrolment for your named award, unless such a change is the result of legislation or changes in the external funding of Higher Education. For part time programmes the tuition fees will not be higher than the equivalent full time programme, pro rata, and are subject to annual review which may be higher than the applicable change in RPI. For international students, fees are subject to annual review which may be higher than the applicable change in RPI.

- iv. The College has the right to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Programme, provided such alterations are reasonable. In particular:
 - a. Students on full-time programmes, that is students enrolled for 90 credits or more in one academic year, are expected to be available between 8:30am and 9:00pm from Monday to Friday during term time. The College reserves the right to amend full-time timetables within these limits but will not timetable outside these limits without your explicit consent.
 - b. Students on part-time programmes have a reasonable expectation that the College will in the first year of study require attendance only within the time-slots stated at the time you enrolled. The College reserves the right to amend part-time timetables in the first year of study but will not timetable outside these limits without your explicit consent. Where a Programme extends over more than one academic year, the College does not undertake that the dates and times of attendance set for the first year will remain the same through all subsequent years.
- v. The College has the right to discontinue or decide not to provide the Programme or to merge or combine it with other Programmes of study, if such action is reasonably considered to be necessary by the College in the context of its wider purposes (for example, because too few students apply to join, or continue on, the Programme for it to be viable in the College's reasonable opinion). The College will not normally withdraw a Programme until all students registered on that Programme have reached the original expected end dates of their studies. The College does not undertake to keep a Programme open for students who have extended their studies beyond their original expected end date. In any event, a pathway to the named award for which you have enrolled will be maintained unless this is not possible for reasons outside the College's control and in which case the College shall explore with you the opportunities for transferring to another programme at the College or another institution, and shall seek to ensure that you receive recognition or credits for any modules that you have successfully completed up to that date.
- vi. In the event of any discontinuance of or fundamental changes to your Programme the College will give you reasonable notice and you will be entitled to withdraw your application or withdraw from your Programme by telling the College in writing. You may make a claim for a refund of any tuition fees and deposits you have paid.
- vii. In the event of any discontinuance of or fundamental changes to your Programme the College will give you reasonable notice and you will be entitled to withdraw your application or withdraw from your Programme by telling the College in writing. You may make a claim for a refund of any tuition fees and deposits you have paid.

Exclusion of Liability

- viii. The College will be liable to you for any direct loss or damage you suffer if the College either fails to carry out its obligations under this Agreement to a reasonable standard; or breach any relevant duties that the College owes to you that are imposed on the College by law (including if the College causes death or personal injury to you by its negligence), but not to the extent that such failure is attributable to:
 - a. your own fault;
 - b. the fault of a third party; or
 - c. an Event Beyond the College's Control.

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- ix. The College does not accept responsibility, and expressly excludes liability to you or any third party arising out of or in connection with this Agreement, for the following, in respect of which you are advised to arrange appropriate insurance cover:
- a. any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the College, unless caused by the negligence of the College or its employees;
 - b. death or any personal injury suffered by you unless caused by the negligence of the College or its employees;
 - c. loss of profit, loss of earnings, loss of opportunity, loss of business or contract, loss of goodwill or reputation, disappointment, distress or injury to feelings, living expenses and any indirect, special or consequential loss or damage, unless these were reasonably foreseeable at the commencement of your studies and were the result of a failure on the part of the College to act reasonably.
- x. Although the College shall endeavour to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you do use such computer equipment and any software provided by the College at your own risk. The College shall not therefore be liable for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the College to you, including (but without limiting the general nature of this clause) any contamination of software or loss of files as a result of using the College equipment or software. In addition, the College will not be liable for the College website or the Moodle learning platform (or any functionalities thereof) being temporarily unavailable.
- xi. If the College is found liable to you for any breach of this Agreement or for any other act or omission of the College or its employees or agents the liability of the College shall be limited to the fees actually paid by you or on your behalf for the year of study in respect of the Programme to which that liability relates.
- xii. Nothing in this section or in the rest of this Agreement shall operate to exclude the College's liability for death or personal injury caused by the College's negligence, fraud or for fraudulent misrepresentations.

3. Payment of Fees

- i. The responsibility for the timely payment of tuition and accommodation fees and all other charges incurred at the College lies exclusively with you unless the otherwise agreed in writing with the College.
- ii. You must make payment promptly on demand for fees and charges due to the College or other parties helping deliver part of your Programme. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. Demand for payment will be made in accordance with the College's practice at the time, and additional charges may be levied if payment is not made as required. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from the College. If any fee or charge remains outstanding after the due date, the College reserves the right to terminate services this Agreement. The College may take such action (including legal action) as it deems necessary to recover such fee or charge. In addition, where there is non-payment of fees the College may exclude you from the College, prevent you sitting examinations, withhold certificates, prevent your re-enrolment and / or exclude you from ceremonies but will not apply an academic penalty.
- iii. You agree that the full fee is payable if you decide not to complete the Programme and that refund of fees will only be made in accordance with the provision set out in the Tuition Fee Policy 2018/19.
- iv. Other costs associated with completion of your Programme, both mandatory and optional costs, are as set out in the course leaflet and are available on the College website.

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4. Other Obligations and Expectations

i. Programme and learning environment	
You can expect the College to:	The College expects you to:
act openly and in good faith at all times.	<p>be honest and truthful in all your dealings with the College. In particular, you should note that this Agreement can be terminated if it is discovered that you have made false statements to the College or have failed to disclose significant information.</p> <p>to comply with any Home Office requirements and visa restrictions in relation to the terms of your immigration status, leave to remain in the United Kingdom and sponsorship by the College (Visa Status) including, but not restricted to, attendance at all College expected contacts, restrictions on the number of hours you may work, the requirement to register with the police as necessary, to provide on an annual basis, or at any other time required by the College, copies of your passport, visa and other associated documents including up-to-date contact details and to inform both the College and Home Office should there be any changes in your circumstances that may have an impact upon your Visa Status and make arrangements to leave the United Kingdom as necessary.</p>
make reasonable efforts to provide you with the tuition and learning support associated with your Programme with reasonable care and skill.	take responsibility for your own learning, working in partnership with staff to become a self-reliant, independent learner.
make reasonable efforts to deliver your Programme.	pursue your studies diligently, contributing effectively to your Programme and not to hinder the studies of others.
let you know as soon as possible if the College needs to alter anything related to your Programme, such as a change in timetabling, location, type of class, assessment or syllabus.	attend teaching and learning events (lectures, seminars, tutorials, laboratory classes, work placements etc.) associated with your Programme, subject to absence for medical or other agreed reasons. Unauthorised absence can lead to disciplinary action and/or exclusion.
give you access to all formal College policies, including regulations, codes of practice and guidelines, within which your Programme will be delivered.	familiarise yourself and comply with relevant College rules and regulations, including those relating to your Programme and the award for which you are enrolled.
make available appropriate infrastructure to support your learning, including teaching and learning space, library and information and communications technology (ICT) facilities.	make appropriate use of all the resources available, including staff, other students and library and ICT facilities, and comply with the College usage policies.

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provide clear information about your Programme and modules, and about the College's expectations of what you need to achieve to complete your Programme successfully.	be aware of the information provided to you about the College and your Programme and know where to look for reference to detailed information and guidance, whether electronic or paper based.
communicate with you by post or via your College email address as appropriate.	check your College email account regularly and frequently both during and outside of term time.
return marked work in a timely manner and according to the guidance set out in the College's Academic Regulations.	complete and submit by the required deadlines any work to be assessed as part of your Programme, including any assignments, laboratory or project work related to individual modules.
encourage a professional and responsible learning environment and suitably support you, academically and pastorally.	play an effective part in the academic community and respond to requests to give your opinion about your learning and other experiences at the College.
carry out regular monitoring of the quality of learning and teaching offered as part of your Programme. Where sponsored by an employer this may include sharing monitoring information with the employer.	contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students.
ii. Accountability and conduct	
You can expect the College to:	The College expect you to:
treat you professionally and with respect.	co-operate with members of staff and behave appropriately, responsibly and with respect; not to harass any other student, staff or member of the public; and to refrain from causing damage to property at all times whilst you are a student of the College. to act in accordance with any reasonable instructions or requirements issued to you from time to time by, or on behalf of, the College.
act in accordance with College procedures and Academic Regulations: 1. give you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you; and 2. operate a fair and transparent disciplinary procedure.	be aware of the College's procedures and Academic Regulations, including the rules relating to submission of extenuating circumstances, complying with deadlines by which representations have to be made.
give you the right to be represented in the College's academic governance and to encourage student representation on relevant College committees, boards and working groups.	when acting as a student representative on College committees, take care to consult fellow students and to represent their views accurately and in a balanced way.

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<p>take reasonable care to keep your personal details secure at all times, and to comply with the College's obligations under the applicable data protection legislation.</p>	<p>ensure that the personal details the College holds about you, including your current term-time and home address, are accurate and updated as soon as they change. This will help the College to contact you quickly as and when needed.</p>
<p>conduct fair procedures for dealing with students who disclose criminal convictions either before or after enrolment, and other non-academic Programme requirements.</p>	<p>disclose any unspent criminal convictions and cautions when applying to the College and during your studies. "Unspent convictions" are defined in the Rehabilitation of Offenders Act 1974.</p> <p>For some programmes, including, but not limited to, social work, Post Graduate Certificate in Education and healthcare, you will also be required to disclose spent convictions and obtain a Disclosure and Barring Service check.</p> <p>Your Programme may also be subject to other non-academic requirements set in the light of the expectations of relevant professional, statutory or regulatory bodies. Your continuing enrolment on such a Programme will be dependent upon your continuing to satisfy these requirements.</p>
<p>make publicly available (and annually update if required) details of the tuition fees and any other expenses relating to all the Programmes of study offered by the College.</p>	<p>make sure all tuition fees and other expenses relating to your Programme are paid by the due date and agree to be bound by the College's regulations on the payment of fees.</p>
<p>provide you with a fair, equitable and supportive environment in accordance with the College's Equality and Diversity policy.</p>	<p>comply with College rules and regulations regarding student behaviour and attendance.</p>

5. Data Protection and Recording

- i. The College will securely hold and process your personal data including some sensitive personal data whilst you are a student of the College and after you have left the College in accordance with the College's data protection policy and any and all applicable data protection legislation. Sensitive personal data includes information held by the College as to your physical or mental health, sexual life, racial/ethnic origin, the commission or alleged commission of any offence by you and any proceedings for an offence committed or alleged to have been committed by you (including the outcome or sentence in such proceedings). You agree to this personal data being processed in accordance with the College's policies. The College will process your data necessary for completion of your studies, administrative purposes, use of College services, to meet legal duties and Alumni activities. Where required to do so by law, your data may be disclosed to third parties such as the Higher Education Statistics Agency, the Home Office and other Government agencies.
- ii. The College may video record educational activities in which you may be involved. Please note that generally you are not entitled to record College educational activities yourself.

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- iii. You hereby give explicit consent for the College to check, verify or communicate with any government department, agency or similar body, any personal data that you have provided at any time during and in support of your application for admission to, and continued studies with the College.
- iv. In some circumstances, the College uses data in the form of photographs of classroom situations, including students in a classroom setting, as part of general marketing materials, for example in the College's annual report, prospectus or Programme materials. The College will make use of these photographs without requesting further consent. Personal data alongside photographs will only be used with explicit consent.

6. Confidentiality

- i. You undertake to keep confidential and not disclose to any third party, or use yourself (other than for the purposes permitted under or in accordance with this Agreement), any:
 - a. confidential or secret information in any form directly or indirectly belonging or relating to the College, or its business or affairs and whether disclosed by the College and received by you or otherwise gathered by you and whether or not such information has been developed, modified or improved;
 - b. any issues which you have experienced or are experiencing at the College or in relation to your Programme;
 - c. any disciplinary or investigative proceedings;
 - d. the terms of this Agreement;
 - e. anything else which the College notifies to you as being confidential from time to time, **(Confidential Information)**.
- ii. These confidentiality obligations shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:
 - a. is publicly known at the time of disclosure; or
 - b. becomes publicly known otherwise than through a breach of this Agreement by you; or
 - c. can be proved by you to have reached you otherwise than by being communicated by the College including being known to you prior to disclosure, having been developed by or for you wholly independently of the College, or having been obtained from a third party without any restriction on disclosure on such third party of which you are aware, having made due enquiry; or
 - d. is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by you, provided that, where practicable, the College is given reasonable advance notice of the intended disclosure.
- iii. You shall not use any of the College's Confidential Information for any purpose other than to perform your obligations under this Agreement.

7. Notices

- i. Any formal notice that is required to be given by either the College or you relating to this Agreement must be in given writing and where and to the extent possible (as the case may be) transmitted either by hand, by post, registered or recorded delivery service, by email or by posting to your Virtual Learning Environment (VLE) account.
- ii. A notice shall be deemed to have been received by the other party either at the time at which it was delivered by hand, at the time at which the registered or recorded delivery services has recorded or 48 hours after transmission in the event of electronic communication.

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- iii. The College may also draw your attention to important information through announcements on the College's website, VLE and through messages displayed on the computer desktop displayed when you log-on to the College network.
- iv. You may give any notice required by this Agreement to the College's Academic Registrar by post or by email to registrar@blackburn.ac.uk.

8. Intellectual Property

- i. According to the College's policy on intellectual property rights, the intellectual property in all ideas, materials or work produced by you and submitted as part of the requirements of the Programme will belong to its originators, unless specifically agreed to the contrary. Assignment of these rights may be a requirement of certain programmes, projects, etc. but where this is the case it will be made clear to you and covered by separate written agreements.
- ii. The College either owns or has licensed to it the intellectual property in all Programme materials produced by the College or on its behalf and such materials should only be used for your own personal study purposes. For the avoidance of doubt, they shall not be reproduced or otherwise used for commercial gain without the College's prior written consent, which consent may be subject to a separate written agreement.
- iii. You hereby grant the College without cost and in perpetuity a non-exclusive, worldwide, royalty-free licence for the use of any intellectual property materials generated by you in connection with your Programme.
- iv. In some instances, where working with employers, you may be asked to sign a confidentiality agreement which you will be bound by.

9. Complaints

- i. If you wish to make a complaint about the College, you must use the College's complaints procedure. This procedure has been devised to help to resolve any complaints by you as promptly and fairly as possible. The College complaint procedure is available from the College website or from Student Services.
- ii. If you remain dissatisfied after following the College's complaints procedure to completion, you may have the right to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review the complaint.

10. Termination

- i. This Agreement will end automatically:
 - a. if you withdraw from your Programme at the College;
 - b. if you are required to withdraw in accordance with the College's disciplinary or non-academic requirements procedures or by a decision of the appropriate board based on your academic performance;
 - c. when you complete your Programme; and/or
 - d. for non-payment of fees in accordance with the Colleges' fee regulations.
- ii. The College may terminate its relationship with you in writing with immediate effect if:
 - a. you are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Programme;
 - b. between accepting the Offer and starting your Programme there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on your Programme;

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- c. The College become aware of information about you which the College did not know before and which, in the College's reasonable opinion, makes it inappropriate for you to study on your Programme;
- d. in the College's reasonable opinion you have failed to provide the College with all relevant information, or have supplied false or misleading information, relating to your application for your Programme;
- e. your behaviour represents a significant risk to the health, safety or welfare of yourself or others;
- f. you have committed a material breach of this Agreement which is irremediable or, if remediable, you have failed to remedy within such period of time that the College has afforded you;
- g. you repeatedly commit breaches of this Agreement such that the College is of the opinion that your conduct is not commensurate with an intention to comply with this Agreement;
- h. your sponsorship as an international student is revoked; and/or
- i. if your continuing enrolment at the College puts the College in breach of any of its legal obligations to comply with UK immigration requirements.

You will have the right to submit a complaint should the relationship between you and the College be terminated under this sub-section.

- iii. If you fail to meet the conditions of the Offer or if you have not already enrolled at the time of termination the College shall be entitled to refuse to enrol you on your Programme. If, at the time of termination you have enrolled, the College shall be entitled to require you to stop studying on your Programme and leave the College immediately.
- iv. On termination, you are required to return all property owned by the College. You must pay all outstanding fees immediately. Any agreement you have for College accommodation will terminate in accordance with its terms.
- v. Any action the College take under the above provisions will not restrict its ability to take any other action against you that the College have the right to take.
- vi. The College will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the College to terminate this Agreement or disciplinary action by the College (provided the action by the College is taken properly in accordance with these Terms or the College's procedures).
- vii. Termination of this Agreement howsoever arising shall not affect any provisions coming into or continuing in force which are to do so either expressly or by implication.

11. Cancellation Rights

Right to Cancel

- i. For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this Agreement constitutes an 'off-premises' contract or 'distance contract', then as a consumer you have a statutory right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire the earlier of 14 days from the day you received the material information relating to your course for which you have accepted the Offer of a place or 14 days from you signing the liability form at enrolment.
- ii. To exercise the right to cancel, you must inform the College of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post or e-mail). The College's preference is for you to send an email to he-admissions@blackburn.ac.uk, including the word 'cancellation' in the subject.

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- iii. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effect of Cancellation

- iv. If you cancel this Agreement as set out above, the College will reimburse to you all payments received from you.
- v. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this Agreement.
- vi. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Cancellation After the Statutory Cancellation Period

- vii. If you cancel the Agreement after the statutory cancellation period has expired, the College will not refund payments received from you. Depending on when you cancel the Agreement (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the College's Tuition Fee Policy 2018/19.

Courses that Begin Within the Statutory Cancellation Period

- viii. If your course is due to begin within 14 days of the date on which you receive the material information or sign the liability form, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the Agreement within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the College's service to you to the date of cancellation, as set out in the College's Tuition Fee Policy 2018/19.

12. General

- i. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, undertakings and any other communication, document or representation made between the parties, whether made in writing or orally. All representations, warranties, terms and commitments not expressly set out in this Agreement (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law and each party agrees that it shall have no remedies in respect of them.
- ii. This Agreement is only enforceable by you and the College. No other person shall have any rights in connection with this Agreement. You are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party. The College may assign, transfer, charge, subcontract or deal in any other manner with this Agreement or any of its rights and obligations under it without your prior consent. Neither party intends that any of the terms of this Agreement will be enforceable by any third party, by virtue of the Agreements (Rights of Third Parties) Act 1999.
- iii. If you breach this Agreement and the College chooses not to exercise any right which it may have against you, that shall not prevent the College from taking action against you in the future in respect of that breach or any further breaches by you.
- iv. If any part of this Agreement becomes illegal or invalid, the parts of the Agreement which are not illegal or invalid shall remain in force and the part which is found to be illegal or invalid shall be modified to the minimum

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extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed severed from the Agreement.

- v. Except as expressly provided for in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- vi. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- vii. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.