



Please read these terms and conditions carefully

By accessing and/or using ILX's Products the Customer will be deemed to have accepted these terms and conditions.

## 1. Definitions:

In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in the U.K. are open for business.

**Blended Learning:** where training is provided through a combination of software/E-Learning and Classroom training

**Charges:** the fee(s) for the supply of Product, payable by the Customer in accordance with these Terms and Conditions

**Course Materials:** any physical and electronic material provided by ILX to the Customer

**Customer:** The person or entity purchasing the Products

**Documentation:** any written or electronic materials provided by ILX to the Customer other than the Course Materials

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**ILX:** shall mean either ILX Group plc a company incorporated in England under company number (08827824) and has its registered office at 3rd Floor, 86-90 Paul Street, London, EC2A 4NE UK or one of its trading subsidiaries, namely ILX Group Pty Ltd Australia, ILX Group Ltd New Zealand.

**Licence Period:** The period, as specified by ILX upon acceptance of the Customer's order, which ILX will grant the Customer a non-exclusive, non-transferrable licence to use the ILX e-learning portal

**Product:** any classroom training, books and/or training provided through the ILX e-learning portal online to the Customer by ILX.

## 2. Supply of Products and Services:

2.1 ILX shall:

- a) supply the Products to the Customer in accordance with these Terms and Conditions.
- b) In the event that the Customer purchases a training course that has an e-learning element, then ILX shall grant the Customer, with effect from the purchase date a limited non-exclusive, non-transferable licence to use the ILX e-portal and any related electronic course materials. The Customer must only use the Product for internal use and its use is limited to use by one person. The Customer may use the Products during the Licence Period and will cease to make use of the Product(s) following expiry of the Licence Period.
- c) have the right to make any changes at any time to the Product which is necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Product, and ILX shall notify the Customer in any such event.
- d) warrant to the Customer that the Product will be provided using reasonable care and skill.

## 3. Delivery, Installation and Support:

3.1 Any Products that require shipping within the United Kingdom will be subject to a standard shipping charge of £15.00. All orders from the United Kingdom to the European Union will be subject to a shipping charge of £25.00, all others outside the United Kingdom will be subject to a shipping charge of £40.00 unless otherwise stated by ILX before the Customer's order is accepted.

3.2 The Customer may not make a copy of the Product(s) for any reason; and

3.3 In the event of any inherent defect in any digital media (in consequence of which they fail to conform in all material respects with the Product specification) being notified to us by the Customer, in writing, within 30 days of the purchase date, ILX will replace the Product. Our entire liability in such circumstances is to provide the Customer with a replacement copy. ILX is not liable to the Customer after the expiry of this period nor are ILX liable to the Customer where the defect in the Product, or the media containing them, has been caused by the Customer. The Customer shall provide all information that may be necessary to assist ILX in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable us to recreate the defect or fault. If ILX find that the defect is caused by a virus caused by the Customer or if the defect is caused by the Customer, then ILX will not replace the Product free of charge. If ILX also do not receive enough information for us to assess the Customer's claim, ILX will not replace the

Product(s). Approval of all replacement claims are subject to our discretion.

3.4 Access to the ILX e-learning portal will be provided to the Customer(s) from a site hosted by us (or on our behalf), details of which ILX will notify to the Customer from time to time.

3.5 ILX retain the right to temporarily suspend the hosted access at any time to make any modification, change, addition to, or replacement of any part of the hosted access service where this is required to conform to any applicable safety or any other statutory or legal requirements. In addition to the above, scheduled maintenance may be carried out as required between 07:00 and 10:00 GMT during Business Hours, or otherwise with 24 hours advance notice to the Customer. This downtime is excluded from the service levels outlined above. ILX only have control over network availability onto the public Internet.

3.6 Network connectivity between the Customer's site and our hosting partner network are beyond our reasonable control and cannot be guaranteed. Any failure of the Hosted Access due to Force Majeure is excluded from the service levels.

3.7 ILX will provide technical support within a reasonable timeframe should the Customer require assistance. Technical support will be provided only to the Customer. ILX aim to respond to all support requests within 48 Hours.

3.8 ILX shall have the right to make any changes to the content of ILX's e-learning portal which it deems necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of ILX's e-learning portal. ILX does not guarantee that the information contained within ILX's e-Learning will be free from errors or omissions.

## 4. Customer's obligations

4.1 The Customer shall:

- a) ensure that any information it provides to ILX is complete and accurate at all times;
- b) co-operate with ILX in all matters relating to the Products;
- d) provide ILX with such information and materials as ILX may reasonably require in order to supply the Products and ensure that such information is accurate in all material respects;
- e) not copy the Course Materials or Documentation without the prior written authorisation of ILX.
- f) not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Product, Course Materials or Documentation at any time;
- g) not alter, or modify, the whole or any part of the Product(s), Course Materials or Documentation, nor procure or permit the Course Materials or any part of them to be combined with, or become incorporated into, any other materials;
- h) not provide or otherwise make available the Product(s), Course Materials or Documentation in whole or in part, in any form to any person other than the Customer
- i) The Customer undertakes not to make the Products available to more than one user within its organisation if the customer is an entity. One user equals one licence.

4.2 The Customer shall keep the password for accessing the ILX e-learning portal safe and that such password shall be changed regularly and shall be kept secure;

4.3 The Customer will:

- a) ensure, when making use of the ILX e-learning portal, that the Customer shall not transmit viruses, worms, Trojan horses and other similar things or devices.
- b) not use, reproduce, dispose of, deal with, rent, lease, sub-license, loan, modify, adapt, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Product(s), c) not incorporate the Product(s) into or allow them to be incorporated into any other product;
- c) not change, remove or obscure any labels, plates, notices, insignia, lettering, statements or markings which are on or embodied in the Product(s) or the media on which they are held at the time of their delivery to the Customer;
- d) promptly inform us in the event that the Customer become aware of any unauthorised use of the Product(s) and co-operate with us in taking any action which may be necessary to bring to an end any such use;

4.4 The Customer will be solely responsible for procuring and maintaining the Customer's network connections and telecommunications links from the Customer's systems to the site from which hosted access is available and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

4.5 If ILX's performance of any of its obligations is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- a) ILX without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays ILX's performance of any of its obligations;
- b) ILX shall not be liable for any costs or losses sustained or incurred by the



Customer arising directly or indirectly from ILX's failure or delay to perform any of its obligations as set out in this clause and the Customer shall reimburse ILX or on written demand for any costs or losses sustained or incurred by ILX arising directly or indirectly from the Customer Default.

## 5 Intellectual Property:

All Intellectual Property Rights in or arising out of or in connection with the Products and Services shall be owned by ILX.

The Customer acknowledges that it shall have no rights in or to the Intellectual Property Rights, and that all rights in and to the Property and Services belong exclusively to ILX and our licensors and that the Customer shall have no right in or to them other than to the right to use them as expressly set out in the Contract.

## 6 Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract.

## 7 Data Protection:

ILX will process the information it receives from the Customer in accordance with these Terms and Conditions. ILX will use such information including but not limited to (i) performance of its obligations and enforce its rights under these Terms (ii) inform the Customer of feedback and results (iii) contact the Customer by e-mail, telephone or post to inform them about ILX's Products and Services which may be of interest (iv) ILX may share information with its agents and service providers for these purposes.

Unless otherwise contacted, the Customer agrees that ILX may share information with other members of the ILX Group of companies, who may contact the Customer by e-mail, telephone or post to inform the Customer about other products and services.

## 8 Warranties and Indemnities:

8.1. ILX warrant that ILX have all necessary rights to deliver the Product(s) under the Terms of Engagement. ILX warrant that the Product(s) will conform in all material respects to specifications published by ILX and provided to the Customer, that they shall be of satisfactory quality and fit for the specified purposes for which ILX are supplying them to the Customer.

8.2. ILX shall indemnify the Customer against any actions, proceedings, losses or damages suffered directly by the Customer as a result of a claim that use of the Product(s) infringes third-party intellectual property rights provided that: (i) ILX is given prompt notice of any such claim; (ii) Customer provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and

8.3. ILX are given sole authority to defend or settle the claim. In the defence or settlement of any claim ILX may procure the right for the Customer to continue using the Product(s), replace or modify the Product(s) so that they become non-infringing or, if such remedies are not reasonably available, terminate the licence of the relevant Product(s) on written notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

8.4. ILX shall have no liability under the foregoing indemnity to the extent that the alleged infringement is based on: (i) a modification to the Product(s) by anyone other than ILX; (ii) the Customer's use of the Product(s) in a manner contrary to the terms of the Contract and/or instructions given to Customer by ILX; or (iii) the Customer's use of the Product(s) after notice of the alleged or actual infringement from ILX or any appropriate authority.

8.5. While reasonable care is taken to ensure that all content is accurate and complete ILX do not warrant or represent that the Product(s) are free from errors or omissions.

8.6. It is the Customer's sole responsibility to satisfy itself prior to entering into a contract with ILX that the Product will meet the Customers requirements and that the Product will be compatible with any equipment on which Customer intend to run them, and the Customer has the necessary level of prior knowledge and competence to achieve the objectives of the Product(s).

8.7. The Customer warrants that it has not been induced to enter into the Contract by any statement, representation or warranty however made by ILX before the Contract Date and not contained in the Contract and the Customer warrants that the Customer will not make any allegation, claim or bring any action against ILX arising from any such statement, representation or warranty, but Customer are not prevented by this clause from making any allegation, claim or bringing any action against ILX that ILX made a representation to the Customer fraudulently and the Customer entered into the Contract in reliance on it.

8.8. All other conditions, warranties or other terms which might have effect between the Customer and ILX or be implied or incorporated into this Contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permissible by law, including without limitation any implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## 9 Limitation of Liability:

9.1. The Customer uses the Product(s) at its own risk and ILX shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Terms and Conditions;

9.2. ILX's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer for the Product.

9.3. Nothing in these Conditions shall limit or exclude ILX's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)

9.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.6. This clause 10 shall survive termination of the Contract.

## 10 Termination:

10.1 ILX may terminate the contract and these Terms and Conditions:

(a) if the customer fails to make payment of the charges when it is due, and the customer still fails to make payment within 3 days of ILX reminding the customer that payment is still due and outstanding

(b) the customer fails to provide information to ILX that is necessary to provide the Product(s)

(c) the customer is in breach of any of its obligations other than payment under these Terms and Conditions, and where remediable, the Customer fails to remedy such breach within 7 days of being notified that it is required to remedy the breach.

(d) If the Customer is acting in a personal capacity and is not acting on behalf of its trade, business craft or profession, then the Customer may be entitled to a 14 day cooling-off period during which it may cancel the contract if certain circumstances apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Consumer Protection (Distance Selling) Regulations 2000.

## 11. Consequences of termination of the Contract for any reason:

a) the Customer shall immediately pay to ILX all of ILX's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, ILX shall submit an invoice, which shall be payable by the Customer immediately upon receipt;

b) the Customer shall return all of ILX's Course Materials and Documentation Products which have not been fully paid for. If the Customer fails to do so, then ILX may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms and Conditions;

c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

d) clauses which expressly or by implication survive termination shall continue in full force and effect.

e) Where ILX terminates under the situations set out at Clause 10.1 then the Customer will not be entitled to a refund for any Product(s) which the Customer has already used. In the event that any Product has not been used, then ILX will be entitled to charge a reasonable compensation for the loss of profit and costs ILX will incur as a result of the termination.

## 12. E-Licence Term and Termination:

- 12.1 E-learning access is for one (1), three (3), twelve (12) months from the date on which they are purchased by the Customer.
- 12.2 No refunds shall be given for the cancellation of E-learning courses no matter when cancellation is notified to us if the E-learning licence was issued.
- 12.3 Under online and distance selling regulations E-Learning is considered computer software/computer programs. By accessing our E-Learning content, Customers acknowledge their loss of the 14 day right to cancel.
- 12.4 The exam vouchers purchased in connection with each licence must be redeemed before the licence expires.
- 12.5 Exams and classroom work shops associated with our Blended Learning courses must be booked and attended during the Licence Period
- 12.6 The Licence will terminate immediately on the expiry of the Licence Period.
- 12.7 ILX reserves the right to terminate the Licence immediately if the Customer is in breach of any of its terms, save that if the breach is capable of remedy, the Customer will be allowed a period of 14 days within which to remedy the breach and only if the breach is not remedied within this period will our termination be effective. A breach by the Customer of any terms relating to the protection of our proprietary or intellectual property rights or those of our licensors will not be considered remediable.
- 12.8 Upon the termination of the Licence the Customer will cease to use and to access and, if the Customer is authorised to allow access to Permitted Users, procure that all Permitted Users cease to use and to access the Product(s) and (where the Product(s) have been supplied to the Customer via a media device or similar durable media) surrender up or (at our request) return to us immediately the Product(s) and all media on which they are held and the Customer will delete all copies of the whole or any part of them in the Customers possession or control and the Customer will permit us, our employees and agents to enter the Customer premises for the purposes of repossessing the same and/or verifying that the same has been done.

## 13. Classroom

- 13.1 At the time of the Contract Date, the Customer may choose classroom courses as part of the Products.
- 13.2 Classroom courses will be held at a time and venue which will be confirmed by ILX to the Customer.
- 13.3 Classroom courses and their respective exams must be attended within 12 months of the date on which they are purchased by the Customer.
- 13.4 ILX reserves the right to:
- (i) Refuse attendance to any delegate who is late for the start of a course
  - (ii) Refuse attendance to any delegate who is not dressed in suitably appropriate business attire for the course
  - (iii) Eject any delegate from the classroom training venue who ILX reasonably find to have been rude to ILX staff, representatives, and or other delegate(s) or any other person in the venue
  - (iv) Refuse and or eject from the venue any delegate who by his or her conduct is found to have breached and or caused the Customer to breach any of its obligations under Clause 5
  - (v) Refuse and or eject from the classroom venue any delegate who is found to have cheated and or plagiarised during the course

The Customer will not be entitled to any refund, deduction or any right to set off against the fee in the event of 14.5(i) to (v) inclusive.

## 14. Classroom Cancellations and Transfers

- 14.1 The venue and date of the course will be as advised to the Customer at the time of booking. ILX reserves the right to change the location of the course and will advise the customer as soon as this change is known. ILX reserves the right to cancel or reschedule any course and will advise the customer as soon as this change is known. ILX will use all reasonable endeavours to avoid changes of this nature.
- 14.2 When this is unavoidable ILX will refund, in full, all monies paid by the customer, or at the customer's option apply all monies to a rescheduled or alternative course.
- 14.3 Customer Cancellations and transfers will only be accepted if made in writing and received at least four weeks before the start of a classroom course. Where the notice to cancel and or transfer is given is less than four weeks but more than two weeks, cancellations or transfers will incur a charge equivalent to 50% of the course fee. Where cancellations or transfers are made less than two weeks to the start of a course, a charge equivalent to 100% of the course fee will still be payable by the Customer. The Customer accepts that cancellations and transfers made with four weeks or less notice

means that ILX will have difficulty in finding a new customer to take the customers place and that the above fees represent a real and fair pre-estimate of the costs and loss of profits ILX could have made had the customer not cancelled or requested to transfer.

14.4 Transfers beyond this point can be arranged but the Customer will be liable to pay a fee.

14.5 In respect of Blended Learning courses containing an e-learning and workshop or exam element, the Customer must attend the workshop and or exam element(s) within the Licence Period. Should the Customer fail to attend within this period then ILX reserves the right to charge the Customer another fee to book the workshop and or exam element, which will charged at the market rate (in current).

## 15. Charges:

All fees stated by ILX are exclusive of sales tax (VAT, GST or other sales tax as applicable) which will be added where applicable. Sales tax shall be paid by the Customer at the rate and in the manner prescribed by law when payment is due.

- a) The Customer is liable to ILX for payment of the Fees. Unless purchased online, the Customer will be invoiced on acceptance of these Terms and Conditions r. These must be paid to us on or before the Payment Date. Unless otherwise set out in the Contract, the Payment Date is 30 days from the date of receipt of invoice or 14 days prior to the start of delivery of the Service, whichever is the earlier Instructions for payment will be contained on the Customers invoice. ILX will not treat any amount as paid until ILX are in receipt of the full amount due to us in cleared funds.
- b) When ordering via our website, the Customer will need to browse the ILX website and add any Products the Customers wishes to buy into the shopping cart. After the Customer has finished, it will need to click on 'Checkout' and it will then be asked for a few details that ILX needs to complete the order. After the Customer has completed the further details ILX needs to be able to complete the order request, and submitted the order for payment with, the order will then be sent to ILX. The price for the Products will be due and become immediately payable. The price will debited from the Customers payment card then. ILX will then send out a confirmation e-mail to acknowledge receipt, but this is not acceptance. ILX's acceptance of the order will take place once ILX has contacted the Customer to confirm that the order has been accepted, at which point a contract will come into existence between the Customer and ILX. These Terms and Conditions will apply to the contract.
- c) Where the Customer is purchasing Products off the ILX premises in a personal capacity and not acting on behalf of its trade, business, craft or profession or via the ILX website, the Customer's acceptance of these Terms and Conditions shall be taken to mean the Customer has given an express request for the purposes of Regulation 36 and Regulation 37 of the Consumer Contracts Regulations 2013.
- d) In the event of late payment the Customer will be liable to payment of interest accruing daily at the rate being 4 percent above the UK base rate percentage for the time being of HSBC Bank plc from the date when payment first became due until the date of actual payment both before and after any judgement. All interest is payable to us on demand.

## 16. Notice:

Any notice or other communication given to a party under or in connection with the Terms and Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 17. Severance:

If any provision or part-provision of the Terms and Conditions becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

If one party gives notice to the other of the possibility that any provision or part-provision of the Terms and Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**18. Assignment and other dealings:**

ILX may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Conditions and may subcontract or delegate in any manner any or all of its obligations under the Conditions to any third party or agent.

The Customer shall not, without the prior written consent of ILX, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms and Conditions

**19. Force majeure**

For the purposes of the Terms of Engagement, a Force Majeure Event means an event beyond the reasonable control of ILX including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of ILX or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

ILX shall not be liable to the Customer as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event.

If the Force Majeure Event prevents ILX from providing any of the Products and Services for more than 30 Days, ILX shall, without limiting its other rights or remedies, have the right to terminate the Terms of Engagement immediately by giving written notice to the Customer.

**20. Waiver:**

A waiver of any right under the Terms and Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**21. Third parties:**

A person who is not a party to the Terms and Conditions shall not have any

rights to enforce its terms.

**22. Variation:**

These Terms and Conditions are subject to review from time to time, and you will be informed in writing of any material changes.

Otherwise, and except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised signatory of ILX.

**23. Governing law:**

The Terms of Engagement 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 construed in accordance with the law of England and Wales.

**24. Jurisdiction:**

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 Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

**25. Entire Agreement:**

The Sales Memorandum and these Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between ILX and the Customer, whether written or oral.

Each party agrees that it shall have no remedies in respect of any statement representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.