

BOOKING TERMS AND CONDITIONS

1. GENERAL TERMS

- 1.1. These Terms and Conditions cover all of Templesprings Courses. Before booking a Course, Clients should read these Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not book the Course. If, however, you agree to them unconditionally you may attend the Course subject always to these Terms and Conditions.
- 1.2. Each Client warrants to Templesprings that it has the full right, power and authority to enter into and perform its obligations under these Terms and Conditions and has not entered into any arrangement which in any way conflicts with these Terms and Conditions or inhibits, restricts or impairs its ability to perform its obligations under these Terms and Conditions.
- 1.3. By booking Courses with Templesprings, you indicate your acceptance of these Terms and Conditions.
- 1.4. In order to access Online Music Course Materials it is also necessary for the Client and each User/Student to register with the Site and accept the General Terms.
- 1.5. Templesprings may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site. The version of the Terms and Conditions that applies to Courses shall always be the latest version as published on the Site.
- 1.6. In these Terms and Conditions, unless the context requires otherwise:
 - 1.6.1. Any reference to a clause is to the relevant clause of these Terms and Conditions;
 - 1.6.2. Headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions;
 - 1.6.3. The singular includes the plural and vice versa;
 - 1.6.4. Any gender includes the other gender;
 - 1.6.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.6.6. Any reference to "in writing" shall include email.

Page | 1

2. DEFINITIONS

- 2.1. In these Terms and Conditions the following words shall have the following meanings, unless the context requires otherwise:

BOOKING CONFIRMATION Templespring's booking confirmation sent in accordance with clause 3.1.

CLIENT The person who orders Courses from Templesprings; In the case of a minor, the Client is the Parent/Guardian.

FEE(S) The fee(s) payable by the Client for the relevant Courses which comprises of the Booking Fee and Course Fee;

DONATIONS Templesprings is a registered charity and all payments made are treated as a donation. We are able to claim Gift Aid from the government to further the Objects of the Charity

TERM Templesprings Term is 12 weeks long. It is mainly aligned to the Thurrock Council Education Calendar.
With an optional week for Retakes

GENERAL TERMS The general terms and conditions to which Membership and use of the Site is subject as available on the Site from time

	to time;
INTELLECTUAL PROPERTY RIGHTS	Intellectual property rights including, for the avoidance of doubt, patents, copyright, performers rights, rights in databases, design rights, trademarks and trade names whether registered or unregistered and subsisting anywhere in the World
MEMBERSHIP	Means any registration by the Client with Templesprings and the connected right to use restricted areas of the Site (e.g. Parent/Student Portal);
ONLINE MUSIC COURSE MATERIALS	The Online Music Course Materials made available by Templesprings and accessible by Users via the Site in support of Courses provided;
SITE	The website located at www.templesprings.com and including the same located at such other domain names nominated by Templesprings from time to time; (e.g. Parent/Student Portal)
TERMS AND CONDITIONS	These terms and conditions as varied by Templesprings by posting the amended terms and conditions on the Site from time to time;
TUTOR	The person providing the Course on behalf of Templesprings;
COURSES	The courses that Templesprings agrees to provide subject to these terms and conditions as set out in more detail on the site and the booking confirmation;
ARTS AWARD	<p>Templesprings is an Arts Award Centre and all our courses are accredited by Art Council England.</p> <p>Arts Award is a range of unique qualifications that supports anyone aged up to 25 to grow as artists and arts leaders, inspiring them to connect with and take part in the wider arts world through taking challenges in an art form.</p> <p>We offer the Arts Award in the following art forms: Craft, Dance, Film and video, Music, Photography, Technical/ Studio Production, Theatre/drama, Visual arts.</p>
ADMISSIONS	<p>Booking is PROVISIONAL and Students will ONLY be admitted to the course upon</p> <ul style="list-style-type: none"> • Completion of the booking form • Payment of the booking fees • Payment of the course fee in full or instalment • Setup of a Direct Debit when paying by instalment • Attendance of an Admissions Day Session
COURSES MATERIALS	Any materials and content provided by or on behalf of Templesprings as part of the Course including, without limitation, printed materials, electronic documents and files and online course materials;
USER/STUDENT	Any and all persons who access the Sites or Courses

provided by Templesprings;

VENUE	The premises where the Courses are to be provided as indicated in the Booking Confirmation. Templesprings 4 George Street, Grays, Essex RM17 6LY
MAKE-UP CREDIT	A credit issued for any cancellations in relation to lessons
COURSE CREDIT	A credit issued for cancellation in relation to part or all of the course.

3. FORMATION OF CONTRACT

- 3.1. Courses can be booked online using the Templesprings Music Course Booking Form on the Site. The arrangements for Courses are subject to Templesprings confirmation of the booking by email which will normally set out the details and timing of the Courses, the Booking Fees paid and the Course Fee due for the Term.
- 3.2. Notwithstanding any contract formed in accordance with clause 3.1, access to receive or use Courses is dependent on each User/Student accepting and complying with these Terms and Conditions and it is the responsibility of the Client to ensure that all User/Student accept and comply with these.

4. YOUR INFORMATION

- 4.1. "Your Information" is defined as any information you provide to Templesprings when registering with the Site or booking Courses or in the process of assisting the arrangement, organisation and preparation of Courses or Course Materials.
- 4.2. Your Information and conduct (or any items listed therein) shall:
 - 4.2.1. Not be false, inaccurate or misleading;
 - 4.2.2. Not be fraudulent or involve the sale of counterfeit or stolen items;
 - 4.2.3. Enable Templesprings to use Your Information supplied, such that we are not violating any rights you might have in that information.
- 4.3. Templesprings will only use Your Information in accordance with the Privacy Policy of the organisation.

5. PAYMENT SCHEDULE

- 5.1. Templesprings Arts Award courses are subject to a fee payable to us which may be subject to change, as posted on our site from time to time. Our fees are set out here: <https://www.templesprings.com/book-on-a-course.html>
- 5.2. All fees are payable in advance of lessons being taken.
- 5.3. Fees can be paid in Full or by instalments
- 5.4. Fees MUST be paid in Full for all our group classes (Under 5's Mini-mixers, Dancing and Singing)
- 5.5. There are no discounts applied for group classes (Under 5's Mini-mixers, Dancing and Singing)
- 5.6. For those paying by instalments:
 - 5.6.1. You will be required to setup a Monthly Direct Debit as part of our admissions process.
 - 5.6.2. Direct Debits are collected on the 1st or 26th day of the month depending when you register for the course.
- 5.7. In the case of Fees which are to be paid in instalments to Templesprings, the Client agrees and acknowledges that they will be required to pay the Fees in full regardless of whether the

Client subsequently cancels the Course subject to the Cancellation clause.

5.8. Booking is PROVISIONAL and Students will ONLY be admitted to the course upon completion of the Admissions process:

5.8.1. Completion of the booking form

5.8.2. Payment of the booking fees

5.8.3. Payment of the course fee in full or instalment

5.8.4. Setup of a Direct Debit when paying by instalment

5.8.5. Attendance of an Admissions Day Session

5.9. Following confirmation of your booking and the admissions process completed, Clients have 14 days cooling period to cancel the course, after which the Cancellation policy applies.

6. FEE SCHEDULE FOR GROUP COURSES (UNDER 5'S MINI-MIXERS, DANCE & SINGING)

6.1. A non-refundable Booking Fee of £35 is payable immediately online at the time of booking the course;

6.1.1. Lessons must commence within a week of the booking, otherwise both the booking fee and lesson slot selected will be forfeited.

6.2. The total Fees of £150 is payable immediately online and in advance of the lessons being taken.

6.2.1. The duration of the course is for 12 weeks. (6 Hours of Music Training)

6.2.2. Students are expected to come for thirty minutes (30 mins) of music training once every week

6.3. In case of non-payment of any sum due from the Client (whether formally demanded or not) or of any other breach or non-observance by the Client of any of these Terms and Conditions, Templesprings shall have the right to terminate the Client's attendance on the Courses immediately without prejudice to the right to recover all sums payable by the Client or to any other right or remedy available to Templesprings.

7. FEE SCHEDULE FOR CHILDREN OVER 5 YEARS OLD

7.1. A non-refundable Booking Fee of £35 is payable immediately online at the time of booking the course to secure the lesson slot;

7.1.1. Lessons must commence within a week of the booking, otherwise both the booking fee and lesson slot selected will be forfeited.

7.2. The total Fees is £360. This is payable immediately online either in full or in instalments of £90 per month via Direct Debit.

7.2.1. The duration of the course is 12 weeks. (6 Hours of Music Training)

7.2.2. Students are expected to come for thirty minutes (30 mins) of music training once every week

7.2.3. Fees shall be calculated at a rate of £30.00 per half hour.

7.3. In case of non-payment of any sum due from the Client (whether formally demanded or not) or of any other breach or non-observance by the Client of any of these Terms and Conditions, Templesprings shall have the right to terminate the Client's attendance on the Courses immediately without prejudice to the right to recover all sums payable by the Client or to any other right or remedy available to Templesprings.

8. FEE SCHEDULE FOR ADULTS

8.1. A non-refundable Booking Fee of £35 is payable immediately online at the time of booking the course to secure the lesson slot;

8.1.1. Lessons must commence within a week of the booking, otherwise both the booking fee and lesson slot selected will be forfeited.

8.2. The total Fees is £420. This is payable immediately online either in full or in instalments of £105 per month via Direct Debit.

8.2.1. The duration of the course is 12 weeks. (12 Hours of Music Training)

8.2.2. Students are expected to come for sixty minutes (60 mins) of music training once every week

8.2.3. Fees shall be calculated at a rate of £35.00 per hour.

8.3. In case of non-payment of any sum due from the Client (whether formally demanded or not)

or of any other breach or non-observance by the Client of any of these Terms and Conditions, Templesprings shall have the right to terminate the Client's attendance on the Courses immediately without prejudice to the right to recover all sums payable by the Client or to any other right or remedy available to Templesprings.

9. FEE SCHEDULE FOR CLIENTS ENROLLING MULTIPLE STUDENTS

- 9.1. A non-refundable Booking Fee for the appropriate total amount is payable immediately online at the time of booking the course;
 - 9.1.1. Lessons must commence within a week of the booking, otherwise both the booking fee and lesson slots selected will be forfeited.
- 9.2. Templesprings will give sibling discounts based on the number of children registering.
- 9.3. A 5% sibling discount will be applied for two kids and a 10% sibling discount will be applied for 3 kids.
- 9.4. Fees may be payable in full or by instalments in accordance with our Payment Schedule clause
- 9.5. There is no discounts given for siblings attending Group Courses.

10. COURSE SERVICES

- 10.1. As a UK registered charity with the Object of promoting music education, Templesprings runs a unique adult Masterclass Music Program where parents of children registered on a course will receive free one-to-one music lessons on any instrument of their choice
 - 10.1.1. The Adult Master Classes will remain FREE for the parent for as long as the child is registered on the course
- 10.2. Templesprings is an Arts Award Centre and all our courses are accredited by Art Council England. Arts Award is a range of unique qualifications that supports anyone aged up to 25 **to grow as artists and arts leaders**, inspiring them to **connect** with and **take part** in the wider arts world through taking challenges in an art form.
- 10.3. We offer the Arts Award in the following art forms: Music, Singing, Craft, Dance, Film Video, Photography, Technical/ Studio Production, Theatre/drama, Visual arts.
- 10.4. For each Award Level, there are recommended guided learning hours plus independent learning hours which needs to be completed to qualify for an Award

Qualification Title	Guided Learning Hours	Independent Learning Hours	Total Qualification Time (TQT)
Discover			20
Explore	25	10	35
Bronze	40	20	60
Silver	60	35	95
Gold	90	60	150

- 10.5. Templesprings will use reasonable endeavours to ensure that the Courses shall take place

on the relevant date(s) and time(s) as agreed, but where this is not possible, Templesprings reserves the right to alter the date(s), and/or time(s), provided that Templesprings shall give the Client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to terminate.

- 10.6. Lessons are one-to-one for the over 5 courses. Templesprings will use reasonable endeavours to ensure that any individually named Tutor(s) shall provide the relevant Courses, but where this is not possible, Templesprings reserves the right to procure and assign suitable alternative Tutor(s). Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to terminate.
- 10.7. The Client acknowledges that some of the Tutors are not employees of Templesprings and that Templesprings may, at its sole discretion, procure the services of third parties to provide any part of or all of the Courses.
- 10.8. The Tutors do not represent Templesprings and the views and opinions (including as expressed on social media) of the Tutors are not necessarily the views and opinions of Templesprings. Templesprings disclaims all and accepts no liability for any acts or omissions of the Tutors, or the statements they make or information that they provide.

SAFEGUARDING AND RECRUITMENT POLICY

- 10.9. At Templesprings, we ensure that good practice is maintained in terms of all Tutors, staff, student and volunteer recruitment, vetting, induction and training.
- 10.10. Tutors are vetted in line with regulatory requirements which include a DBS enhanced disclosure check; and receive induction training which includes Health and Safety, Safeguarding and Child Protection policies and procedures during their first week of employment.

STUDENT MENTORS & VOLUNTEER PLACEMENT POLICY

- 10.11. We are aware that our Centre provides an ideal place for students from various schools or colleges to undertake work experience as part of their course.
- 10.12. As a registered charity, Templesprings recruits volunteers to complement the work being carried out by paid staff. We value and support all volunteers at the Charity. We recognise that the time and contribution made by volunteers is of equal status to that of the paid staff.
- 10.13. The Student Mentors and Volunteers:
 - 10.13.1. Help the Charity achieve and maintain its high standards
 - 10.13.2. Meet the commitments and standards which have been mutually agreed
 - 10.13.3. Perform the role to the best of their ability.

11. ATTENDING THE LESSONS

- 11.1. Templesprings works with the Thurrock School Calendar on a termly basis; Our Term Calendar is viewable on the website. LESSONS DO NOT TAKE PLACE ON PUBLIC AND BANK HOLIDAYS.
- 11.2. Templesprings runs Holiday Music Schools to facilitate the completion of Total Qualification Time required for the Arts Awards

LESSONS CANCELLATION

- 11.3. The Student may miss a lesson by giving at least 24 hours prior notice to Templesprings via the Parent/Student Portal.
- 11.4. If the Client cancels the lesson before the deadline of 24 hours is reached, the Student will be automatically marked as 'Absent' and a Make-Up Credit given;
- 11.5. If the Client cancels the lesson after the deadline of 24 hours is reached, the Student will be automatically marked as 'Absent' and No Make-Up Credit will be given; that class is deemed as forfeited.

- 11.6. The maximum amount of lessons allowed to be missed in a 12 week term is two (2). Any additional lessons missed by the Student after this will not qualify for Make-Up Credit and therefore deemed as forfeited.
- 11.7. Templesprings will offer the Student 2 Make-Up Credit which is redeemable during the retake week.
- 11.8. The under 5 Mini Mixers music course is a group class. Singing and Dance Lessons are also group classes. The Lesson cancellation clause does not apply to these group classes. Any lessons missed cannot be retaken.

LESSONS RETAKE WEEK

- 11.9. Lesson retakes will take place at the end of every term to allow the Client to use the Make-Up Credit accrued.
- 11.10. The dates for the Retake Week will be published on the website under the Termly Calendar Page. It will also be posted on the Parent/Student Portal News.
- 11.11. It is the responsibility of the Client to book which date, day and time the student will attend the retake session based on the available slots.
- 11.12. The Make-Up Credit accrued will automatically expire by the end of the Retake Week in the current term.
- 11.13. Under no circumstances will any lessons be carried over to the next term.

LATE ARRIVAL OR NON-ATTENDANCE

- 11.14. Fees are calculated according to the times stipulated in the lesson schedule and no adjustment shall be made for time lost because of late arrival or non-attendance by the student.
- 11.15. Any lost time because of the late arrival of Templesprings Trainers shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost.

CHANGES TO LESSON SLOTS

- 11.16. The end of term and the first week of a new term is an opportunity and the ONLY times for the Client to request a change to the student's lesson day, time or instrument.
- 11.17. The Client should complete the renewal form and state the changes required. Templesprings is unable to guarantee that all request for changes will always be met.
- 11.18. We will check availability and confirm if the requested slot is available. If not, we will propose alternatives.
- 11.19. Lessons slots will be reallocated on a first-come-first-serve basis, and will only be guaranteed upon receipt of a renewal form and course payment.
- 11.20. We operate a waiting list for our most popular lesson slots, so the Client's request will be added to the list as required.
- 11.21. Under no circumstances will Templesprings accommodate changes to lesson slot, day or instrument once the new term commences.

12. COURSE MATERIALS

- 12.1. Templesprings hereby grants to the Client a non-exclusive worldwide license for the duration of the Client's Membership (if any) to download, store, reproduce, transmit, display, copy, and provide access to the Online Course Materials only to Users/Students who attend the relevant Courses and then only within the Client's single entity and providing always that they are used only for learning and non-commercial purposes.
- 12.2. The Client shall not alter or remove any copyright notices or other notices indicating rights in the Courses Materials
- 12.3. For the avoidance of doubt, the license granted shall not permit the Client to do any of the following without the prior written consent of Templesprings:
 - 12.3.1. Download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, sell, publish, distribute, provide access to or otherwise use the Courses Materials for any purposes other than for the Student to learn.

- 12.3.2. Disclose the Courses Materials whether in part or in their entirety to any third party, including any associated or affiliated company;
- 12.3.3. In any way commercially exploit any of the Courses Materials content;
- 12.3.4. Use the Courses Materials for any unlawful purpose.

12.4. Without prejudice to the generality of the non-exclusive license clause above, the Client acknowledges and accepts that there may be technical downtime or errors relating to the provision of Online Course Materials. Such downtime or errors may prevent Courses and Online Course Materials being accessed by Users/Student of the Site and Templesprings shall not be liable if access is delayed, prevented from access or displayed incorrectly by any cause beyond our control including server downtime or errors.

Page | 8

12.5. Although Templesprings believes the content of the Course Materials to be accurate, complete and current, to the fullest extent permitted by law, Templesprings provides all Course Materials on an “as is” basis and disclaims all warranties regarding the Course Materials.

12.6. The Course Materials may include technical inaccuracies or typographical errors. Templesprings may make changes to the Course Materials at any time to correct these.

12.7. Further, no advice or information given by Templesprings or its employees, agents, contractors or suppliers shall create any warranty. It is the Client’s responsibility to verify any information before relying on it.

13. WARRANTIES & WAIVER

13.1. Within 3 months of starting the course, the student (over 6 years old only) will be able to play the keyboard or drums confidently provided the following conditions are fully met:

- 13.1.1. The student has their own personal instrument.
- 13.1.2. The student is willing to complete all practical homework assigned.
- 13.1.3. The student is willing to commit to the 12 weeks intensive course.
- 13.1.4. The student is willing to perform in a Mini Concert on their chosen instrument. This performance is at the discretion of Templesprings.

13.2. Templesprings makes no promises or warranties with regards to a student's performance as a result of any training provided if the above mentioned conditions are not fully met by the student.

13.3. Templesprings training levels are entry level beginners

14. CONSENT

14.1. The Client agrees to photographs and videos which may include me and my child (ren) being taken during music lessons and events. This may be used in any marketing materials such as newsletters, social media and other promotional publications as produced by Templesprings.

14.2. From time to time Templesprings may ask you to complete a Satisfaction survey. You hereby consent to any comments you provide to be used by Templesprings for marketing purposes.

14.3. The Client may withdraw their consent at any time.

15. COURSE CANCELLATION POLICY

REFUNDS

15.1. Following confirmation of your booking and the admissions process completed, Clients have 14 days cooling period to cancel the course at no cost to you and we will arrange a full refund.

15.1.1. Templesprings will make the refund no later than one (1) Calendar month after the receipt of the cancellation notice

15.2. Cancellation of the course by the Client should be made formally by sending full details in writing to derin@templesprings.com.

15.3. Verbal notification of any kind will not be acceptable and does not constitute cancellation

of course.

NON REFUNDS

- 15.4. If you cancel your booking after the 14 days cooling period is passed, or fail to attend the whole training course, you acknowledge and agree that you will be charged the full fee for the course. Templesprings will NOT make a refund under no circumstances.

POSTPONING

- 15.5. In the alternative, you may wish to follow the procedure set out below for postponing your course in order to preserve your original fee, and simply postpone your booking to another date.
- 15.6. Request for postponement must be sent formally in writing to derin@templesprings.com.
- 15.6.1. Templesprings will issue a Course Credit upon receipt of this request.
- 15.6.2. Course credit can be redeemed no later than the next term after the original course start date
- 15.6.3. Course Credit not redeemed within this period will be forfeited.
- 15.7. You may postpone your booking to another date at any point before the start of the course date.
- 15.7.1. Provided you postpone and re-book onto a course no later than the next term after the original course date, your first date change will be free of charge.
- 15.7.2. Any subsequent changes made will be charged at £35 per change.

Page | 9

16. TERMINATION

- 16.1. Without limiting other remedies, Templesprings may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate any contract for Courses and refuse to provide the Courses to the Client if:
- 16.1.1. The Client breaches these Terms and Conditions
- 16.1.2. Templesprings are unable to verify or authenticate any information the Client provides to us;
- 16.1.3. Templesprings believe that the Client's actions may cause legal liability for us and other clients;
- 16.1.4. If the Client is persistently late with payments
- 16.1.5. If the Client does not respond to the termly renewal notification
- 16.2. Templesprings reserves the right, at its sole discretion, to dismiss, without refund, a User/Student for inappropriate or unsafe conduct (which results in non-compliance for policies such as Safeguarding and Health & Safety) if such dismissal is in the best interests of the User/Student, other Students or the class.

17. TERMLY RENEWAL

- 17.1. Independently of the initial registration, in each new term, current Clients will be required to confirm their continuity with Templesprings by completing the Renewal form online.
- 17.2. Both the renewal form and course payment must be received by the due date in order to guarantee the student's place on the course.
- 17.3. If the Client does not respond by the due date, the Client's contract will be terminated and the student will be inactivated.

18. NOTICES

- 18.1. All notices required to be served on Templesprings shall be sent to the contact address Templesprings 4 George Street, Grays, Essex, RM17 6LY, email: info@templesprings.com, or as otherwise notified on the Site from time to time for such purpose.

19. LIABILITY LIMIT

- 19.1. Nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of Templesprings for fraud or for negligence causing death or personal injury or where and to the extent that applicable law prohibits such exclusion or limitation.

- 19.2. Subject to the Liability Clause above, in no event shall Templesprings or its tutors be liable in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with these Terms and Conditions for: (a) direct, consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), and in each case whether advised of the possibility of such loss or damage and however incurred including as a result of negligence arising out of or in connection with the Site or Courses.

20. INDEMNITY

- 20.1. The Client agrees to indemnify (and to keep indemnified) on demand, defend and hold harmless Templesprings and its, tutors, directors, and employees, from and against any claim, demand, liability, cost, damage or loss it may incur, including legal fees, made by any third party due to or arising out of the Client's breach of these Terms and Conditions or the documents incorporated by reference, or your violation of any law or the rights of a third party.

21. GENERAL

- 21.1. **Entire agreement:** Each party confirms that these Terms and Conditions and any document incorporated by reference set out all of the terms governing the provision of Courses to the Client and that it takes priority over all previous agreements, arrangements and understandings between them relating to the subject matter of Courses. The Client confirms that it has not relied upon any statement, representation or understanding that is not an express term and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.
- 21.2. **Severance:** To the extent that any provision of these Terms and Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms and Conditions, it shall not affect the validity, lawfulness or enforceability of the remainder of these Terms and Conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 21.3. **Force Majeure:** A party will not be liable for any failure/delay in performing its obligations under these Terms and Conditions to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of that party including acts of god, war, civil commotion or industrial dispute and that failure could not have been prevented or overcome by that party acting reasonably and prudently. If consequently either party is prevented from performing its obligations for a period exceeding three (3) months then the other party may terminate any agreement for the provision of Courses immediately on written notice.
- 21.4. **Rights of Third Parties:** Nothing in these Terms and Conditions shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to these Terms and Conditions. Templesprings 4 George Street, Grays, Essex, RM17 6LY 01375 800 979, info@templesprings.com, www.templesprings.com
- 21.5. **Further Assurance:** Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under these Terms and Conditions.
- 21.6. **Governing Law:** These Terms and Conditions and every agreement for the provision of

Courses shall be governed in all respects by English law as if the contract was wholly entered into and wholly performed within England. The parties hereby submit to the exclusive jurisdiction of the English courts.