

Webinar Terms and Conditions (the Terms)

Last updated on 21 September 2026

These Terms apply only where the Customer is acting for purposes relating to its trade, business, craft or profession. They are not intended for consumers.

Paid live webinars and recorded/on-demand webinar content

Parties and background

Wolters Kluwer (UK) Limited, a company registered in England and Wales with company number 00450650 whose registered office is at 145 London Road, Kingston upon Thames, Surrey KT2 6SR (Supplier), provides paid professional training webinars and related recordings.

The person or organisation identified as purchaser in the Booking (Customer) wishes to purchase one or more places for its nominated Attendees. The Supplier agrees to provide the Webinar subject to these Terms.

1. Definitions and interpretation

1.1 In these Terms: Attendee means each individual nominated under a Booking to attend or access a Webinar; Booking means the Customer's order placed through the Booking Platform; Booking Confirmation means the automated confirmation issued following acceptance of a Booking; Booking Platform means Eventbrite or any replacement platform identified on the Event Page; Delivery Platform means Zoom or any replacement platform identified on the Event Page; Event Page means the Supplier's description of the relevant Webinar on the Booking Platform or Supplier website; Fees means the charges shown at checkout; Live Webinar means a live online training session; Materials means slides, handouts, templates and other materials supplied for a Webinar; On-demand Content means a recording of a Live Webinar or other pre-recorded training made available by the Supplier; Platform Providers means the operators of the Booking Platform and Delivery Platform; Recording Access Period means the period stated on the Event Page or Booking Confirmation; and

Webinar means a Live Webinar, On-demand Content and any Materials purchased under a Booking.

- 1.2** A reference to writing includes email. "Including" means including without limitation. Clause headings do not affect interpretation. A reference to legislation includes amendments, re-enactments and subordinate legislation from time to time.
- 1.3** If there is a conflict, the following order of precedence applies: (a) any written terms expressly agreed by an authorised representative of the Supplier; (b) the Booking Confirmation; (c) these Terms; (d) the Event Page. A Customer purchase order or other customer terms do not apply unless the Supplier expressly agrees otherwise in writing.

2. Business customer status and authority

- 2.1** The Customer warrants that it is acting in the course of business and not as a consumer. The individual placing a Booking warrants that they are authorised to bind the Customer.
- 2.2** The Customer is responsible for ensuring that each Attendee complies with these Terms. An Attendee must be a full time or part-time employee, or a contract/temporary worker, working for Customer primarily out of Customer's office(s) (including remote users assigned to such office(s)) for the purpose of assisting Customer in its day-to-day business activities. An act or omission of an Attendee is treated as an act or omission of the Customer.
- 2.3** The Supplier may cancel a Booking and refund the Fees if it reasonably believes that the Customer is a consumer or that the Booking has been made without authority.

3. Booking and contract formation

- 3.1** The Event Page is an invitation to treat. A Booking is an offer by the Customer to purchase the Webinar on these Terms.
- 3.2** To place a Booking, the Customer must provide complete and accurate purchaser and Attendee information, accept these Terms using the mandatory checkbox, and pay the Fees through the Booking Platform.
- 3.3** The contract is formed when the Booking Platform issues the Booking Confirmation after successful payment. A payment receipt or

invoice does not by itself oblige the Supplier to accept a Booking.

- 3.4** The Supplier may reject or cancel a Booking before delivery where there is an obvious pricing or description error, suspected fraud, sanctions or compliance concern, capacity constraint, or other reasonable operational or legal reason. If the Supplier does so, it will arrange a refund of Fees paid for the affected Webinar.
- 3.5** The Customer must retain the Booking Confirmation and ensure the Supplier and Platform Providers have current email addresses for the purchaser and each Attendee. It is the responsibility of the Customer to ensure that email addresses are correct.

4. Fees, VAT and payment

- 4.1** Fees are those displayed at checkout and are exclusive of VAT unless expressly stated otherwise. VAT and any other applicable taxes are payable in addition.
- 4.2** Payment is processed by the Booking Platform or its payment provider. The Customer authorises those providers to process the payment and acknowledges that their separate platform, payment and privacy terms may apply.
- 4.3** The Customer must not initiate a chargeback for a genuine and properly delivered Booking. This does not prevent the Customer from exercising any legal right or disputing an unauthorised or incorrectly processed payment.
- 4.4** The Supplier may suspend access while any amount properly due remains unpaid or is reversed.

5. Attendees, substitutions and joining arrangements

- 5.1** The number of Attendees must not exceed the number of places purchased. Access links are personal to the named Attendee and must not be shared.
- 5.2** The Customer may request an Attendee substitution by updating the Booking Platform or contacting the Supplier before the Live Webinar. A substitution is subject to any deadline on the Event Page and the

replacement Attendee accepting these Terms and applicable privacy information.

- 5.3** Joining instructions are normally issued through the Delivery Platform. The Customer must check spam filters and contact the Supplier promptly if instructions have not been received.
- 5.4** Late attendance, non-attendance, failure to use On-demand Content, or an Attendee's inability to participate for reasons not caused by the Supplier does not entitle the Customer to a refund.

6. Technology and third-party platforms

- 6.1** Webinars are booked through the Booking Platform and delivered using the Delivery Platform. Platform Providers are independent third parties and are not authorised to make commitments on behalf of the Supplier.
- 6.2** The Customer is responsible for suitable hardware, software, internet connectivity, security settings, permissions, audio equipment and a supported browser or application. The Customer should test access before the Live Webinar.
- 6.3** The Supplier does not warrant uninterrupted or error-free operation of third-party platforms. It will use reasonable endeavours to provide the Webinar and, where a material Delivery Platform failure prevents delivery, may reschedule, provide equivalent On-demand Content or refund the affected Fees.
- 6.4** The Customer and Attendees must comply with reasonable platform rules and must not introduce malware, attempt unauthorised access, disrupt the Webinar, or circumvent access controls.

7. Live Webinars and changes

- 7.1** The Supplier will use reasonable endeavours to deliver a Live Webinar substantially in accordance with the Event Page.
- 7.2** The Supplier may change the speaker, agenda, timing, format, Materials or other details where reasonably necessary, provided the overall nature and learning purpose are not materially reduced.
- 7.3** The Supplier may remove or mute an Attendee, or suspend access, where reasonably

necessary to protect security, confidentiality, intellectual property, the orderly delivery of the Webinar or other participants. No refund is due where action results from a breach of these Terms.

- 7.4** Participation does not guarantee CPD accreditation, a certificate, a particular outcome or competency unless the Event Page expressly states otherwise. Any certificate may be conditional on attendance or other stated requirements.

8. Recordings and On-demand Content

- 8.1** A Live Webinar may be recorded. The Event Page, joining information or an in-session notice will indicate recording. Attendees may keep their camera and microphone off and submit questions privately where the functionality permits.
- 8.2** An Attendee who chooses to speak, appear on camera, share their screen or post a question acknowledges that their contribution, display name, voice or image may be included in the recording. The Customer must ensure Attendees do not disclose confidential, personal, special-category or third-party information during the Webinar.
- 8.3** Where recording access is included, the Supplier will make it available through an individual on-demand link for the Recording Access Period. Unless the Event Page states otherwise, the Recording Access Period is 30 (thirty) days from the date the link is issued.
- 8.4** Access expires automatically at the end of the Recording Access Period. The Supplier is not obliged to update, maintain or provide a replacement recording after expiry.
- 8.5** The Supplier may edit a recording, including to remove participant contributions, confidential material, errors or content that should not be retained.

9. Licence and permitted use

- 9.1** Subject to payment, the Supplier grants each named Attendee a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence during the applicable access period to access the Webinar and use the Materials solely for that Attendee's internal professional learning and development.

- 9.2** The Customer and Attendees must not: (a) share, disclose or transfer credentials, passwords, joining instructions or links or allow any person other than the named Attendee to access the Webinar or Materials; (b) record, download, copy, reproduce capture, photograph, transcribe, extract or store all or any part of the Webinar or Materials whether by screen recording, screen capture, audio or video recording, automated transcription, artificial intelligence tool or otherwise, except to the extent expressly pre-authorised in writing by the Supplier; (c) distribute, publish, upload, transmit, broadcast, communicate, display, disclose or otherwise make all or any part of the Webinar or Materials available to another person, whether internally or externally and whether through email, shared drives, collaboration platforms, social media, websites, intranets or otherwise; (d) modify, translate, create derivative works from, scrape or use the Webinar or Materials to train an artificial intelligence or machine-learning system; (e) input, upload or otherwise provide the Webinar or Materials, or any summary, transcript, extract or other reproduction of them, to any artificial intelligence, machine-learning or automated processing system, including for training, fine-tuning, testing, benchmarking, retrieval, prompt enrichment, content generation or the creation or improvement of any model, dataset, product or service; (f) remove, obscure or alter any copyright notice or proprietary notice or protection; (g) sell, resell, license, sublicense, rent, lend, supply, commercially exploit or otherwise make the Webinar or Materials available in return for payment or other benefit; (h) use the Webinar or Materials to develop or to provide competing training or services; (i) use another person's identity or credentials, misrepresent an Attendee's identity or entitlement to access, or circumvent any restriction on the number of Attendees, permitted devices, access period or authorised use; or (j) do, attempt to do, or encourage, procure or facilitate anything that would infringe the Supplier's or its licensors' intellectual property rights or otherwise exceed the licence granted under clause 9.1.

- 9.3** A permitted download of Materials is licensed, not sold, and may be retained by the named

Attendee for internal reference, subject to these Terms.

- 9.4** The Customer must notify the Supplier promptly of suspected unauthorised access or use, include details of the nature and extent of the incident and the persons and materials affected, preserve evidence and cooperate in reasonable protective steps.

10. Intellectual property and Customer materials

- 10.1** All intellectual property rights in the Webinar, Materials, recordings, Event Page and Supplier content belong to the Supplier or its licensors. No rights transfer except the limited licence in clause 9.
- 10.2** The Customer retains ownership of material it submits. It grants the Supplier and relevant Platform Providers a non-exclusive, royalty-free licence to host, reproduce and use that material only as needed to administer and deliver the Webinar, moderate participation and create or edit the recording.
- 10.3** The Customer warrants that submitted material and participant contributions are lawful, accurate so far as reasonably required, non-infringing, and free from confidential information that the Customer is not authorised to disclose.
- 10.4** The Customer will indemnify the Supplier against third-party claims, losses and reasonable costs arising from the Customer's material, an Attendee contribution, or use of the Webinar outside the licence, except to the extent caused by the Supplier's breach or negligence.

11. Professional information disclaimer

- 11.1** Webinars and Materials provide general training and information only. They do not constitute legal, tax, accounting, financial, investment, regulatory or other professional advice and are not a substitute for advice addressing the Customer's particular circumstances.
- 11.2** Law, regulation, guidance, professional practice, software and factual circumstances may change. Unless the Supplier expressly states otherwise, content speaks as at the date of delivery or recording and the Supplier is not obliged to update it.

- 11.3** The Customer is responsible for its decisions, professional judgement, implementation, compliance obligations and verification of information before relying on it.

- 11.4** The Supplier does not warrant that participation will achieve any particular business, professional, examination, accreditation or financial result.

12. Customer cancellation and refunds

- 12.1** The Customer may cancel a Live Webinar Booking through the Booking Platform up to 7 (seven) clear days before the scheduled start time and will receive the refund made available under the Event Page refund policy.
- 12.2** No refund is due for a cancellation made after that deadline, non-attendance, partial attendance or failure to access the Webinar, except where clause 13 applies or the Supplier agrees otherwise in writing.
- 12.3** An order for On-demand Content, or a Live Webinar Booking where recording access is supplied before the cancellation deadline, is non-cancellable once access has been issued, except where required by law or the content is not supplied substantially as described.
- 12.4** Approved refunds are administered through the Booking Platform to the original payment method. Processing times and any separately identified platform charges are subject to the Booking Platform's processes.
- 12.5** This clause reflects the agreed business to business licence basis. If a person books as a consumer despite clause 2, mandatory consumer rights are not excluded.

13. Cancellation, rescheduling and disruption by the Supplier

- 13.1** The Supplier may cancel, postpone or reschedule a Webinar where reasonably necessary, including because of speaker unavailability, illness or emergency, insufficient bookings, operational or technical difficulties, security or compliance concerns, changes in law or guidance, third-party failure, or circumstances beyond its reasonable control.
- 13.2** If a Live Webinar is cancelled and not rescheduled, the Supplier will arrange a refund of Fees paid for that Webinar. If it is

rescheduled, the Customer may accept the new date, receive equivalent On-demand Content where offered, or request a refund within the period specified in the notice.

13.3 A refund under this clause is the Customer's sole remedy for cancellation, postponement or rescheduling, except that this does not limit liability that cannot lawfully be limited.

13.4 The Supplier is not responsible for travel, accommodation, subsistence, staff time, third-party charges, loss of opportunity or other indirect or consequential costs connected with a Webinar or any cancellation, postponement, rescheduling or change to it.

14. Confidentiality and conduct

14.1 Each party must keep confidential information received from the other confidential and use it only to perform or receive the Webinar. This does not apply to information that is public other than through breach, already lawfully known, received lawfully from a third party, independently developed, or required to be disclosed by law.

14.2 The Customer must ensure that Attendees behave professionally and respectfully and do not submit, display, share or communicate any content that is unlawful, defamatory, discriminatory, abusive, threatening, harassing, misleading, infringing, obscene, malicious or confidential; disclose personal data or third-party information without authority; advertise, promote, recruit or solicit business without permission; impersonate another person or misrepresent their identity or affiliation; disrupt or obstruct the Webinar; interfere with, intimidate or inconvenience other participants; compromise security; or engage in any unlawful, fraudulent or unauthorised activity.

14.3 The Supplier may moderate, edit, remove, disable or decline to display or reproduce any Attendee content that it reasonably considers to breach these Terms, infringe third-party rights, compromise security or disrupt the Webinar. The Supplier may preserve relevant evidence and report suspected unlawful conduct to the relevant platform provider, regulator, law-enforcement body or other competent authority, and may provide

information where reasonably necessary or required by law.

15. Data protection and communications

15.1 Each party will comply with applicable data protection law in relation to personal data it processes under the contract.

15.2 The Supplier processes purchaser and Attendee information to administer bookings, take payment-related actions, send service communications, deliver and secure Webinars, provide access and certificates, maintain records, handle enquiries and protect its rights, as further described in the applicable Wolters Kluwer privacy notice [Privacy notice for Wolters Kluwer Tax & Accounting UK | Wolters Kluwer](#).

15.3 The Customer must provide the applicable privacy information to Attendees before supplying their details and warrants that it is authorised to provide those details for booking and delivery purposes.

15.4 Where a Customer purchases places for multiple Attendees and the Supplier processes their personal data solely on the Customer's documented instructions as its processor, the parties will enter into, or be bound by, the Supplier's applicable data processing agreement before that processing begins. Except to that extent, each party acts as an independent controller of the personal data it processes under the contract.

15.5 Personal data is shared with Platform Providers where necessary for booking, payment, communications, access, hosting, reporting and support. Platform Providers may also process personal data for their own purposes under their privacy terms.

15.6 Service communications relating to a Booking are not marketing. Marketing communications will be sent only where permitted by applicable law and may be opted out of using the method provided.

15.7 The Customer must not provide unnecessary personal data or special-category data through registration fields, chat, Q&A or shared materials.

16. Compliance with laws and sanctions

- 16.1** Each party will comply with laws applicable to its performance of the contract, including applicable anti-bribery, anti-corruption, export control and sanctions laws.
- 16.2** The Customer must not purchase, access, export, re-export, transfer or use a Webinar in breach of trade controls or sanctions, or for an unlawful purpose.
- 16.3** The Supplier may reject a Booking, withhold access or terminate immediately where reasonably necessary to comply with law, a regulator, sanctions or a binding group compliance requirement. Any refund is subject to applicable law and the Supplier's rights in respect of breach.

17. Warranties

- 17.1** SUPPLIER'S SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 17.2** The Supplier will provide the Webinar with reasonable care and skill. Except as expressly stated, all warranties, conditions and other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 17.3** The Supplier does not warrant that the Webinar, Materials or any related content will be complete, accurate, error-free, up to date, continuously available, uninterrupted, secure, compatible with every device, system, browser or application, or suitable for the Customer's or any Attendee's particular purpose, circumstances or intended use. The Supplier does not warrant that all defects, errors, interruptions or security vulnerabilities will be identified or corrected, or that access will be free from malware, unauthorised access or other security risks. The Supplier will, however, use reasonable care and skill and apply security measures it considers appropriate to the nature of the service.

18. Liability

- 18.1** NOTHING IN THE CONTRACT LIMITS OR EXCLUDES LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION;

(C) OR ANY LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

- 18.2** SUBJECT TO CLAUSE 18.1, NEITHER THE SUPPLIER NOR ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFIT, REVENUE, SALES, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL, REPUTATION, DATA, USE, OPPORTUNITY OR BUSINESS INTERRUPTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION, RESTITUTION OR OTHERWISE, EVEN IF THAT LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR THE RELEVANT PARTY HAD BEEN ADVISED OF ITS POSSIBILITY.

- 18.3** SUBJECT TO CLAUSES 18.1 AND 18.2, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH A BOOKING, THE AFFECTED WEBINAR OR ANY RELATED ACT OR OMISSION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION, RESTITUTION OR OTHERWISE, WILL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER FOR THAT WEBINAR.

- 18.4** THE CAP IN CLAUSE 18.3 APPLIES ONCE IN AGGREGATE TO ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE SAME WEBINAR, INCLUDING ITS CANCELLATION, RESCHEDULING, DELIVERY, RECORDING, MATERIALS AND ON-DEMAND CONTENT, AND IS NOT A SEPARATE CAP FOR EACH CLAIM, ATTENDEE, LOSS, CAUSE OF ACTION OR LEGAL BASIS.

- 18.5** THE SUPPLIER IS NOT LIABLE FOR A FAILURE CAUSED BY THE CUSTOMER, AN ATTENDEE, INCOMPATIBLE TECHNOLOGY, INTERNET OR TELECOMMUNICATIONS FAILURE OUTSIDE THE SUPPLIER'S CONTROL, OR A PLATFORM PROVIDER, EXCEPT TO THE EXTENT THE SUPPLIER FAILED TO EXERCISE REASONABLE CARE IN SELECTING, CONFIGURING OR MANAGING A PROVIDER WITHIN ITS CONTROL.

- 18.6** NO CLAIM MAY BE BROUGHT MORE THAN 12 MONTHS AFTER THE EVENT GIVING RISE TO THE

CLAIM, EXCEPT WHERE A SHORTER PERIOD WOULD BE UNLAWFUL OR IN RELATION TO LIABILITY UNDER CLAUSE 18.1.

18.7 THE PARTIES AGREE THAT THE FEES AND OTHER PROVISIONS REFLECT THE ALLOCATION OF RISK IN THIS CLAUSE.

19. Suspension and termination

19.1 The Supplier may suspend access immediately while investigating suspected breach, security risk, fraud, unauthorised sharing or unlawful use.

19.2 Either party may terminate a Booking immediately by written notice if the other commits a material breach that cannot be remedied or, if remediable, is not remedied within 14 days after written notice. The Supplier may terminate a Booking immediately if the Customer becomes insolvent, enters liquidation or administration, has a receiver or similar officer appointed over any material part of its assets, makes an arrangement with its creditors, ceases or threatens to cease carrying on business, or becomes subject to any analogous event in any jurisdiction.

19.3 The Supplier may terminate a Booking immediately by written notice if the Customer or an Attendee: (a) fails to pay any amount properly due; (b) repeatedly or materially breaches these Terms or engages in serious or repeated misconduct; (c) misuses the Webinar, Materials, recording, access credentials or the Supplier's intellectual property; (d) shares access without authorisation, circumvents access controls or otherwise exceeds the licence granted; (e) engages in actual or suspected fraud, unlawful activity or conduct giving rise to sanctions, export-control or other compliance concerns; or (f) creates a material security, legal, regulatory, operational or reputational risk for the Supplier, its affiliates, Platform Providers, speakers or other participants.

19.4 On expiry or termination of a Booking: (a) all rights to access or use the Webinar, recording and Materials end immediately, except that an Attendee may retain Materials expressly permitted under clause 9.3; (b) the Customer and Attendees must cease all unauthorised use and, on request, return or destroy the Supplier's confidential information

and any unauthorised copies of the Webinar or Materials; (c) all Fees and other amounts properly accrued and unpaid become immediately due; (d) where the Supplier terminates because of the Customer's or an Attendee's breach, no refund is due except to the extent required by law; and (e) termination does not affect accrued rights, payment obligations or any other remedy available to either party.

19.5 Clauses intended by their nature to survive expiry or termination will continue in force, including clauses 9 to 11, 14 to 18 and 21 to 23.

20. Events beyond reasonable control

20.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, excluding the Customer's obligation to pay Fees already due.

20.2 The affected party will use reasonable endeavours to mitigate the effect. The Supplier may use an alternative speaker, platform, format, date or recording.

20.3 If the event prevents a Live Webinar for more than 60 days after its scheduled date, either party may cancel the affected Booking. The Supplier will refund Fees for the undelivered element, less any element already delivered or made available.

21. Notices

21.1 The Supplier may send operational notices and service communications concerning a Booking or Webinar, including confirmations, joining instructions, access information, reminders, changes, cancellations, rescheduling, refunds, security alerts and support communications, to any purchaser or Attendee email address supplied in connection with the Booking. Formal notices to the Supplier must be sent to uk-taa.professionalservices@wolterskluwer.com and data-administration@wolterskluwer.co.uk and copied to its registered office. Formal notices to the Customer may be sent to the purchaser email address in the Booking. The Customer is responsible for keeping its contact details current, monitoring the relevant inboxes and ensuring that communications are not blocked by spam filters or security settings.

21.2 A notice sent by email is deemed received at 9.00 am on the next business day after transmission, provided no delivery failure message is received. A notice delivered by prepaid next-business-day service is deemed received at 9.00 am on the second business day after posting.

21.3 This clause does not apply to service of legal proceedings.

22. General

22.1 The Supplier may assign or transfer the contract to an affiliate or in connection with a reorganisation, merger or sale of business. The Customer may not assign, transfer, subcontract or deal with its rights or obligations without the Supplier's prior written consent.

22.2 The Supplier may use its affiliates, Platform Providers, speakers, consultants and other subcontractors to administer, support and deliver the Webinar, including to process bookings and payments, provide communications and access, host or record the Webinar, supply Materials and provide technical support. The Supplier remains responsible for performing its contractual obligations, but is not liable for an independent Platform Provider's acts or omissions except as expressly stated in these Terms. The Customer acknowledges that relevant information may be shared with those parties to the extent reasonably necessary for these purposes, subject to clause 15.

22.3 The contract constitutes the entire agreement concerning the Booking and supersedes all prior statements and communications relating to it. The Customer acknowledges that it has not relied on a statement not set out in the contract, but nothing excludes fraud or fraudulent misrepresentation.

22.4 A variation is effective only if agreed in writing by an authorised representative of the Supplier, except that the Supplier may make non-material administrative changes or changes required by law, security or a Platform Provider, with reasonable notice where practicable.

22.5 If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect.

22.6 A delay or failure to exercise a right is not a waiver. Rights and remedies are cumulative.

22.7 No person other than the parties has a right to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.

22.8 Nothing creates a partnership, joint venture, agency, fiduciary or employment relationship.

23. Governing law and jurisdiction

23.1 The contract and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

23.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with the contract.