

Consultancy services terms and conditions



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1. Introduction

We are Causeway Creative Limited "Causeway"), a business dedicated to conceptualising, strategising and executing consultancy services on your behalf ("you/Client").

2. Application

These Terms and Conditions ("Terms") shall apply to all Orders for Services placed by you and you hereby expressly accept these Terms as governing the Subscription Contract. The Subscription Contract is formed at the moment you complete the subscription order process on the Website or otherwise and Causeway accepts such Order. The specific terms related to the subscription, including but not limited to the Services to be provided, the duration of the subscription, and payment terms will be set out in the Order and confirmed by Causeway in writing.

1 Definitions and interpretation

1.1 In these Terms, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Agreement	these Terms including the schedule;
Bribery Legislation	the Bribery Act 2010;
Business Day	a day other than a Saturday or Sunday, on which banks are open for normal business in England;
Causeway	Causeway Creative Ltd a company incorporated in England and Wales whose registered number is 12945392 and whose registered office is at The Gateway, 85 Sankey Street, Warrington, WA1 1SR

Commencement Date	the date upon which you submit your Order;
Confidential Information	all information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by Causeway, which is labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Client, including Intellectual Property Rights and trade secrets;
Fees	the Subscription Fee and the cost of any Additional Credits;
Intellectual Property Rights	<p>any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case:</p> <ul style="list-style-type: none">(a) whether registered or not;(b) including any applications to protect or register such rights;(c) including all renewals and extensions of such rights or applications;(d) whether vested, contingent or future; and(e) wherever existing;
Interest Rate	8% per annum above the base rate of the Bank of England base rate from time to time;
Order	the specific request made by the Client to Causeway for the Services, communicated in writing, detailing the scope of services to be provided under these Terms;

Personal Data	any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: (a) an identifier such as a name, an identification number, location data or an online identifier, or (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
Services	the consultancy services defined in clause 1;
Subscription Contract	these Terms together with your Order;
Website	the URL: www.causewaycreative.co.uk and its related domains;
Work	any and all materials, media including video, documents, operating or training manuals, instructions, notes and data in whatever form, including hard copy and electronic form, created or developed by Causeway in providing the Services.

1.2 In these Terms:

- 1.2.1 any reference to these Terms or to any other document will include any permitted variation or amendment to these Terms or such other document;
- 1.2.2 any reference to a clause is, except where expressly stated to the contrary, reference to the relevant clause of these Terms;
- 1.2.3 a reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of these Terms) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;

- 1.2.4 the words 'include', 'including', 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.5 the use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;
- 1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.7 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns.

2 Acceptance and duration of the Subscription Contract

Your Subscription Contract will commence our acceptance of Your Order and will continue until termination of the Services, subject to the terms and conditions of these Terms. We may at any time give you not less than 1 weeks' notice in writing terminating these Terms.

3 Provision of services

3.1 Causeway shall use reasonable endeavours to ensure that the Services are performed when you request assistance. However, Causeway's staff time is subject to availability and time shall not be of the essence in such performance.

3.2 The Services shall be deemed performed on completion of the performance of the Services.

3.3 Causeway shall not be liable for any delay in or failure of performance caused by:

3.3.1 the Client's failure to provide all required information as required for the performance of the Services;

3.3.2 the Client's failure to provide Causeway with adequate instructions for performance or otherwise relating to the Services;

3.3.3 Force Majeure.

4 Client Obligations

4.1 During the Term, the Client will afford Causeway such access to content, information, records and other materials of the Client as Causeway may reasonably require in order to enable Causeway to provide the Services.

4.2 The Client will agree with Causeway to schedule work to the best convenience of both parties.

4.3 The Client agrees that they will provide Causeway with the identity of the person(s) who will act as the sole point of contact and channel of communication for the provision of Causeway's Services during the engagement period. The Client agrees to inform Causeway immediately of any changes in the identity of such person(s).

4.4 Causeway shall not be liable for any delay in provision of the Services caused by the Client's failure to comply with this clause 4.

5 Warranty

- 5.1 Causeway warrants that the Services shall:
- 5.1.1 be supplied with reasonable care and skill; and
 - 5.1.2 in the case of media on which the results of the Services are supplied, be free from defects in material and workmanship and of satisfactory quality.
- 5.2 The Client warrants that it has provided Causeway with all relevant, full and accurate information as to the Client's business and needs.
- 5.3 As the Client's sole and exclusive remedy, Causeway shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 4.1, provided that:
- 5.3.1 the Client serves a written notice on Causeway not later than 5 Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
 - 5.3.2 such notice specifies that some or all of the Services do not comply with clause 4.1 and identifies in sufficient detail the nature and extent of the defects; and
 - 5.3.3 the Client gives Causeway a reasonable opportunity to examine the claim of the defective Services.
- 5.4 The provisions of this Contract shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 5.5 Except as set out in this clause 4:
- 5.5.1 Causeway gives no warranties and makes no representations in relation to the Services; and
 - 5.5.2 shall have no liability for their failure to comply with the warranty in clause 4.1,
 - 5.5.3 and all warranties, conditions, representations, or terms, whether express or implied by statute, common law, custom, usage, or otherwise as to any matter, including but not limited to performance, results, security, non-infringement, merchantability, integration, quiet enjoyment, satisfactory quality, and fitness for any particular purpose, are hereby excluded to the maximum extent permitted by applicable law.

6 Fees

- 6.1 By submitting an Order, the Client agrees to pay a Subscription Fee for access to and use of the Services provided by Causeway. The Subscription Fee grants the Client the right to utilise the Services in accordance with these Terms and Conditions up to their subscription cap as laid out in the Order.
- 6.2 The Subscription Fee will be billed on a monthly basis, commencing on the date of the Client's subscription activation and recurring on the same date of each subsequent month ("Billing Date"). The Client will provide Causeway with a valid payment method for the payment of the Subscription Fee and shall keep it updated.
- 6.3 The Client authorises Causeway to automatically charge the Subscription Fee to the Client's provided payment method on each Billing Date. If the Billing Date falls on a day not contained in a given month, Causeway shall charge the Subscription Fee on the last day of such month.
- 6.4 The amount of the Subscription Fee will be communicated to the Client at the time of the Order and confirmed in writing by Causeway. The Subscription Fee is subject to change by Causeway upon providing the Client with 30 days' written notice. The Client agrees to pay the Subscription Fee without deduction, set-off, or withholding except as required by law.
- 6.5 Causeway reserves the right to modify the Subscription Fee in accordance with clause 5.7 and will notify the Client by email at least 30 days in advance of any changes. The new Subscription Fee will take effect from the next billing cycle following the notification period. If the Client does not agree to the new Subscription Fee, they may terminate their subscription in accordance with the termination provisions of these Terms and Conditions.
- 6.6 If the Subscription Fee is not paid, Causeway reserves the right, at its sole discretion, to suspend the provision of the Services until such time as the outstanding balance is paid in full.
- 6.7 Despite any other provision in these terms and conditions, Causeway reserves the right to increase Fees. We will notify you about any Fee changes by email at least 30 days in advance. Such an increase will be limited to a maximum of 10% per annum and shall not be applied more than once in any 12-month period. This right to increase the Fees is intended to allow Causeway to adjust for inflation, increased costs of providing the Services, or changes in market conditions. The Client shall have the right to terminate these Terms by providing written notice to Causeway within 15 days of receipt of the notice of the fee uplift if the Client does not agree to such an increase. If the Client does not exercise its right to terminate the Contract under this clause, the increased Fees shall be deemed accepted and will take effect from the date specified in Causeway's notice.

7 Subscription Credits System

- 7.1 Each Order for a subscription by the Client shall be for a number of monthly credits ("Subscription Credits"). Each Subscription Credit is valued at the cost of £50hr+VAT and can be redeemed against the Services by the Client.
- 7.2 Clients shall choose a plan upon signing up, which details the number of Subscription Credits allocated monthly. The specifics of the plan, including the number of Subscription Credits and the monthly Subscription Fee, shall be detailed in the Order and confirmed by Causeway in writing. The redemption of Subscription Credits is always subject to availability although Causeway uses reasonable endeavours to ensure that we have sufficient resources to deal with any Client requests.
- 7.3 Unused Subscription Credits shall rollover and may be accumulated within a consecutive 12-month period ("Subscription Year") from the date of subscription. Rollover credits that remain unused during the Subscription Year shall expire and will not be refunded or transferred.
- 7.4 When requesting Services, Clients will be informed of the credit deduction based on the scope of the requested service. For Services requiring a significant amount of Subscription Credits, Causeway will alert the Client if the requested Services are likely to exceed their available credits for that month. Clients will be required to confirm whether to proceed with the deduction of Subscription Credits from future months within the Subscription Year accordingly.
- 7.5 Whenever a Client exhausts their credits within a month or entirely for the Subscription Year, they will be alerted of their credit status. Clients have the option to purchase further Subscription Credits ("Additional Credits") or utilise future month's credits within the Subscription Year as applicable. The terms for purchasing Additional Credits, including pricing and processing, will be specified by Causeway at the time of purchase.
- 7.6 Upon cancellation of the subscription, any unused Subscription Credits will be forfeited and shall not be eligible for a refund or transfer.

8 Expenses

Causeway will be entitled to be reimbursed for all out-of-pocket expenses (including travelling and entertainment expenses but not parking or road traffic offence fines) reasonably incurred by Causeway in the proper provision of the Services, subject to the production of such receipts or other evidence as the Client may reasonably require and will include any such expenses on invoices rendered pursuant to Clause 5.2.

9 Disclaimer

By Submitting an Order for our Services, you acknowledge and agree that the Work and the intellectual property rights connected with it are provided "as is" and "as available". Causeway expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. The Client acknowledges that Causeway provides general advisory services only and that any specific messaging drafted following, strategies, content, or materials provided by Causeway is based on input by the Client and are always subject to the Client's agreement and sign-off of the Client prior to release. Under no circumstances shall Causeway be liable in relation to any claim that results from the content of any material that comprises the Work whether after approval or prior to release or implementation. Causeway shall not be held liable for any claim, loss, damage, or consequence that arises from the content of any material that comprises the Work, the Client's use of the Work, or any actions taken based on the Work. This includes, but is not limited to, any claim of defamation, infringement, loss of profit, or any other harm or loss that may occur.

10 Limitation of liability

10.1 Our liability under these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) is as set out in this section.

10.2 Subject to Clause 8.4:

10.2.1 Causeway's total liability shall be limited to the total Fees paid by the Client under the Subscription Contract in the one (1) period prior to the event giving rise to any claim;

10.2.2 Causeway shall not be liable for consequential, indirect or special losses; and

10.2.3 Causeway shall not be liable for any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss of data;
- (c) loss of use;
- (d) loss of production;
- (e) loss of contract;
- (f) loss of opportunity; and/or
- (g) loss of savings, discount or rebate (whether actual or anticipated); and/or
- (h) harm to reputation or loss of goodwill.

- 10.3 Except as expressly stated in these Terms, and subject to section 8.4, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 10.4 Notwithstanding any other provision of these Terms and Conditions, Causeway's liability shall not be limited in any way in respect of the following:
 - 10.4.1 death or personal injury caused by negligence;
 - 10.4.2 fraud or fraudulent misrepresentation; and/or
 - 10.4.3 any other losses which cannot be excluded or limited by applicable law.

11 Confidential Information

- 11.1 Except in the proper performance of its obligations under these Terms and Conditions, Causeway will not, during the term of the Client's use of the Services or for the period of 5 years after the termination of use of the Services, without the Client's prior approval (such approval not to be unreasonably withheld), use for its own benefit or for the benefit of any other person, firm, company or organisation or directly or indirectly divulge or disclose to any person any Confidential Information which has come, or may come, to Causeway' knowledge during or in connection with the Client's use of the services.
- 11.2 The restrictions contained in this section 10 will not apply to:
 - 11.2.1 any Confidential Information which is already in or (otherwise than through Causeway' unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; or
 - 11.2.2 any use or disclosure authorised by the Client or required by law.

12 Intellectual property

- 12.1 For the avoidance of doubt, Causeway retains ownership in the Work created in providing the Services. However, in consideration of your payment for the use of the Services, Causeway grants you a non-exclusive, non-transferable licence to use the Intellectual Property Rights in the Work:
 - 12.1.1 in any sector and for any purpose;
 - 12.1.2 in perpetuity;
 - 12.1.3 with effect from the date on which all payments due for the Services have been made.

- 12.2 You acknowledge that Causeway provides no warranties whatsoever in relation to the Intellectual Property Rights in the Work. Causeway excludes any and all liability to you (to the extent permissible by law) that may arise in relation to the Intellectual Property Rights.

13 Data protection

- 13.1 In the course of providing the Services under these Terms, Causeway may process personal data on behalf of the Client. Where such processing occurs, Causeway shall act as a Data Processor and the Client shall act as the Data Controller, as those terms are defined in the applicable data protection legislation.
- 13.2 Causeway agrees to process personal data received from or on behalf of the Client solely for the purpose of providing the Services in accordance with the specifications of the Order, these Terms, and in compliance with the Client's written instructions and applicable data protection laws. Causeway shall not process, transfer, modify, amend, or alter the personal data or disclose or permit the disclosure of the personal data to any third party unless specifically authorised in writing by the Client or as required by law.
- 13.3 Causeway shall ensure that its personnel engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities, and are under obligations of confidentiality. Causeway shall implement and maintain technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.
- 13.4 Causeway shall not engage any sub-processor in the processing of the Client's personal data without the prior written consent of the Client. Where Causeway engages a sub-processor with the Client's consent, Causeway shall enter into a contract with the sub-processor which imposes on the sub-processor data protection obligations equivalent to those imposed on Causeway under this clause. Causeway shall remain fully liable to the Client for the performance of the sub-processor's obligations.
- 13.5 Causeway shall provide reasonable assistance to the Client, at the Client's expense, in facilitating the Client's obligations to respond to requests from data subjects exercising their rights under the applicable data protection legislation (e.g., rights of access, correction, erasure, data portability, and objection to processing).
- 13.6 Causeway shall notify the Client without undue delay upon becoming aware of any personal data breach affecting the Client's personal data, providing the Client with sufficient information to allow the Client to meet any obligations to report or inform data subjects of the personal data breach under the applicable data protection laws.

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- 13.7 Upon the termination of the Services, Causeway shall, at the choice of the Client, delete or return all the personal data to the Client and delete existing copies unless applicable law requires storage of the personal data.
- 13.8 Causeway shall not transfer the personal data provided by the Client outside the United Kingdom or European Economic Area (EEA) or any other territories ensuring an adequate level of protection without the prior written consent of the Client and only in compliance with the applicable data protection legislation, including the provision of appropriate safeguards.

14 Anti-bribery and corruption

- 14.1 The parties will comply in all material respects with the Bribery Legislation.
- 14.2 Without limitation to section 13.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and both parties will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.
- 14.3 The parties will use all reasonable efforts to ensure that:
- 14.3.1 all of their respective personnel;
 - 14.3.2 all others associated with them; and
 - 14.3.3 all of their respective subcontractors
- involved in providing the Services comply with the obligations set out in sections 13.1 and 13.2.
- 14.4 In this section 13, the expressions 'adequate procedures' and 'associated' will be construed in accordance with the Bribery Act 2010 and documents published under it.

15 Termination

- 15.1 Notwithstanding the other provisions of these Terms, Causeway reserves the right to terminate this agreement with immediate effect, without liability to pay any compensation or damages, if at any time:
- 15.1.1 if in its sole discretion Causeway believes that the Client has or will act in any way which would bring Causeway into disrepute;
 - 15.1.2 the Client commits any serious or repeated breach or non-observance of any of the terms or conditions of these Terms, and for the avoidance of doubt, a failure to pay the Fees on the due date will be treated as a serious breach; or

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- 15.1.3 the Client or any of its directors, officers, employees or agents commits an act of fraud or dishonesty relating to Causeway or otherwise, or acts in any manner which in the reasonable opinion of Causeway brings, or is likely to bring, Causeway into disrepute; or
- 15.1.4 the Client makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Client; or
- 15.1.5 the Client purports to assign the burden or benefit or to charge the benefit of these Terms.
- 15.2 Notwithstanding the provisions of Clause 2, and subject to the provisions of Clause 15.3, the Client may terminate these Terms with immediate effect with no further obligation to make any further payment to Causeway (other than in respect of amounts accrued prior to the date of termination) by written notice to Causeway if, at any time:
- 15.2.1 Causeway commits any serious or repeated breach or non-observance of any of the terms or conditions of these Terms; or
- 15.2.2 Causeway is guilty of any act of fraud or dishonesty in relation to the Client or acts in any manner which brings the Client into serious disrepute; or
- 15.2.3 Causeway makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to Causeway such that in the reasonable opinion of the Client, Causeway is no longer able to provide the Services.
- 15.3 Neither party will be in breach of these Terms if there is any total or partial failure of performance by it of its duties and obligations under these Terms occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party (each a **Force Majeure Event**). If either party is unable to perform its duties and obligations under these Terms as a direct result of a Force Majeure Event, that party will give written notice to the other of the inability stating the reason in question. The operation of these Terms (including Clause 15.2) will be suspended during the period (and only during the period) during which the Force Majeure Event continues and Causeway will be paid any of the Fee which is outstanding at the

commencement of that suspension forthwith. Immediately upon the Force Majeure Event ceasing to exist the party relying upon it will give written notice to the other of this fact. If the Force Majeure Event continues for a period of more than 90 days and substantially affects the commercial basis of these Terms, the party not claiming relief under this Clause 15.3 will have the right to terminate these Terms upon giving 30 days' written notice of such termination to the other party.

16 Obligations on termination

- 16.1 The parties shall return to each other all Confidential Information and all other materials, assets and other information provided to the other party under these Terms.
- 16.2 In the event that the Subscription Contract is terminated under the provisions of Clauses 15.1.1 or 15.1.2, Causeway may at its discretion request that the Client immediately remove any references to Causeway in any Deliverables or in any of its communications from the date of termination.

17 Restrictions on assignment/sub-contracting

Causeway may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under these Terms to any person, company or other organisation with which it may merge or to which it may transfer its assets and/or undertaking, provided that it gives prior written notice to Causeway. The Client may not assign these Terms or any of its rights and obligations under it without the prior written consent of Causeway, provided that where such consent is given, the Client will not be relieved of liability for any non-performance by any assignee. Notices

- 17.1 Any notices or other communications required or permitted to be given under these Terms must be in writing and delivered by the following methods: (i) by email, (ii) by hand, (iii) by pre-paid, first-class post or recorded delivery, or (iv) by a commercial courier service. Notices sent by email will be deemed received on the next Business Day after sending. Notices given by hand will be deemed received at the time the notice is left at the proper address. Notices sent by post will be deemed received on the second Business Day after posting. Notices sent by commercial courier will be deemed received on the date of signed receipt.
- 17.2 Notices to Causeway Creative Ltd must be sent to notices@causewaycreative.co.uk or to the registered office address at The Gateway, 85 Sankey Street, Warrington, WA1 1SR, United Kingdom, marked for the attention of the Legal Department.
- 17.3 Notices to the Client will be sent to the email address or postal address provided by the Client at the time of placing the Order.
- 17.4 Any changes to the contact details for notices must be notified in writing in accordance with this clause.

18 Entire agreement

- 18.1 The parties agree that the Subscription Contract constitutes the entire agreement between the parties relating to the Services and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 18.2 Each party acknowledges that it has not entered into the Subscription Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Subscription Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Subscription Contract.
- 18.3 Notwithstanding any other provision in these Terms, nothing herein shall purport to limit or exclude any liability for fraud, fraudulent misrepresentation, wilful misconduct or gross negligence of a party, or any other liability to the extent such liability cannot be excluded or limited under applicable law.

19 Further assurance

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to these Terms.

20 Variation

No variation of these Terms shall be valid or effective unless it is in writing, refers to these Terms and is duly signed or executed by, or on behalf of, each party.

21 Set off

Except as expressly set out in these Terms, each party shall pay all sums that it owes to the other party under these Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 No partnership or agency

Nothing in these Terms constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

23 Remedies and waiver

Any remedy or right conferred upon the parties for breach of these Terms will be in addition to and without prejudice to all other rights and remedies available to that party. No failure or delay by either party in exercising any remedy, right, power or privilege under or in relation to these Terms will operate as a waiver of that or any other right, power, remedy or privilege, nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

24 Equitable relief

Each party recognises that any breach or threatened breach of these Terms may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25 Severance

If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.

26 Third party rights

26.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms and no person other than Causeway and the Client will have any rights under it. For the avoidance of doubt the terms of these Terms may be varied, amended or modified (whether in whole or in part) or these Terms may be suspended, cancelled, terminated by agreement in writing between the Client and Causeway or these Terms may be rescinded in each case without the consent of any Third Party.

26.2 For the purposes of this clause a '**Third Party**' means any person who is not a party to these Terms.

27 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, is subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

28 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).