

MTCS (UK) Ltd
STANDARD TERMS AND CONDITIONS OF SALE

DEFINITIONS AND INTERPRETATION

In these Conditions, unless the context requires otherwise, the following definitions apply:

“MTCS”	means MTCS (UK) Ltd, the supplier of the Goods and Services.
“Customer”	means the individual, firm, company or organisation that purchases or agrees to purchase Goods and/or Services from MTCS.
“Candidate”	means an individual nominated or enrolled by the Customer to receive training, undergo assessment or use the Online Platform.
“Goods”	means any physical goods, equipment, materials or other items supplied by MTCS under a Contract.
“Services”	means the training, competence assessment, evidence verification, certification, online access and any related services supplied by MTCS to the Customer in accordance with these Conditions.
“Contract”	means the contract between MTCS and the Customer for the supply of Goods and/or Services under these Conditions.
“Conditions”	means these standard terms and conditions of sale and training and assessment, as amended in accordance with clause 12.
“Fees”	means the fees and charges for the Goods and/or Services set out in MTCS’s quotation, order confirmation, online checkout or other written agreement, including agreed expenses and recharges, but excluding VAT unless stated otherwise. UK VAT will be charged where applicable.
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, trade marks, design rights, database rights, rights in software, domain names, know-how, trade secrets and all other intellectual property rights, whether registered or unregistered, including applications and renewals anywhere in the world.

“Online Platform”

means any website, portal, learning management system or other digital platform made available by or on behalf of MTCS for the delivery of Services.

“Working Day”

means a day other than a Saturday, Sunday or public holiday in England, or any day falling between 25 December and 1 January (inclusive) in any year.

“Force Majeure Event”

means an event beyond the reasonable control of the party affected, including those events described in clause 5.1 and, for MTCS, the unavailability of an instructor, assessor or verifier where MTCS cannot reasonably source a suitable replacement.

References to writing include email; references to clauses are to these Conditions; headings do not affect interpretation; and the singular includes the plural and vice versa.

1 BASIS OF SALE

1.1 These Conditions apply to every Contract between MTCS and a Customer for the supply of Goods and/or Services. They prevail over and exclude any terms proposed by the Customer, including terms in a purchase order, tender, portal, acknowledgement or other document. Any such terms are rejected and shall not form part of the Contract unless MTCS expressly agrees otherwise in a document signed by an authorised representative, subject to any mandatory legal rights.

1.2 A quotation issued by MTCS is subject to these Conditions. The Customer’s acceptance of a quotation, whether by signature, email, payment or conduct, constitutes acceptance of these Conditions.

1.3 A Contract is formed at the earliest of:

- (a) MTCS confirming acceptance of an order in writing, including by email;
- (b) the Customer accepting an MTCS quotation in writing, including by email; or
- (c) MTCS granting access to the Online Platform following payment. Payment or use of the Services following an order or quotation is also deemed acceptance of these Conditions.

2 ORDERS AND SPECIFICATIONS

2.1 No order submitted by the Customer is accepted unless and until MTCS confirms acceptance in writing through an authorised representative. An email confirmation or email containing access credentials satisfies this requirement; an automated acknowledgement of receipt does not.

2.2 The Customer shall ensure that the terms of each order, specification and all information supplied to MTCS are complete, accurate and provided in sufficient time for MTCS to perform the Contract. This includes the full name, email address and date of birth of each Candidate, together with any information required to confirm prerequisites, access or delivery arrangements. The Customer shall promptly notify MTCS of any change.

2.3 The quantity, quality, description and specification of the Goods, and the description and specification of the Services, shall be those set out in MTCS’s quotation or the Customer’s order to the extent accepted by MTCS. MTCS may make reasonable changes to content, trainers, delivery method, venue or schedule where required by the Contract or circumstances beyond its reasonable control.

2.4 No order accepted by MTCS may be cancelled by the Customer except with MTCS’s prior written agreement. Any agreed cancellation is subject to clause 6, including the applicable cancellation charges and reasonable non-recoverable costs. Nothing in this clause limits any mandatory statutory rights of a Customer who is a consumer.

2.5 Payment in full or in part, or the grant of access to the Online Platform, may constitute acceptance under clause 1.3. Online training and competence packages are personal to the named Candidate, non-transferable and non-refundable once the Candidate has accessed the course or package or 14 days after purchase (whichever is earlier), subject to clause 6 and any mandatory consumer rights. Grant of access is delivery of the online Service.

3 QUOTATIONS

3.1 All quotations are valid for 30 days only or until earlier acceptance by the Customer.

3.2 MTCS may, by giving reasonable written notice before delivery, increase the Fees to reflect any increase in its costs beyond its reasonable control, including foreign exchange fluctuation, currency regulation, duties, labour, materials or other costs, any change requested by the Customer or any delay or additional work caused by the Customer. For ongoing Services, MTCS may increase the Fees once in each 12-month period as part of an annual review, normally no more than once per year, on at least 30 days' notice. Any increase applying to a consumer will be fair, transparent and permitted by law.

3.3 Where face to face training is delivered at the Customer's premises or another venue nominated by the Customer, the Customer shall pay MTCS's reasonable transport, travel, accommodation, subsistence, special packaging and insurance costs, recharged at cost plus 15%. Hire-car, fuel and mileage charges will be as stated in the quotation or otherwise agreed in writing.

3.4 Unless stated otherwise, all Fees are exclusive of VAT and any similar sales tax, duty or levy. MTCS will add UK VAT at the applicable rate, and the Customer shall pay it unless a valid exemption is established. The Customer is responsible for any taxes and duties imposed in its own jurisdiction, but not for any taxes on MTCS's own income or profits.

4 PAYMENT

4.1 All quotations and invoices are in pound sterling and, unless MTCS agrees otherwise in writing, must be paid in cleared pound sterling funds without set-off, counterclaim or deduction except as required by law. Time for payment is of the essence. An individual Customer purchasing online must pay the Fees in full, typically through PayPal or another online payment provider, before MTCS grants access.

4.2 A business Customer purchasing on a pro-forma basis must pay the pro-forma invoice in full before MTCS delivers the Services or Goods. MTCS will enrol Candidates or grant access only after cleared payment is received, unless otherwise agreed in writing.

4.3 A credit account is available only if approved by MTCS in writing, following such credit checks, trade references and other checks as MTCS considers appropriate. MTCS may require a Customer to trade with it for about 12 months before approval. An approved credit account Customer shall provide a valid purchase order; MTCS may invoice after delivery of the Goods or grant of access to the Services and payment is due 30 days after the invoice date. MTCS may require prepayment or a deposit for international work or costs that must be booked in advance.

4.4 MTCS may require a deposit, including a deposit of 20% of the quoted Fees, as a condition of booking or delivery. The amount and timing will be agreed in writing before delivery.

4.5 If any payment is overdue, MTCS may charge daily interest from the due date until payment at the higher of (a) 4% per annum above National Westminster Bank plc's base rate; and (b) the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, where that Act applies, together with any statutory compensation.

4.6 If any sum owed by the Customer to MTCS under this or any other contract is overdue or MTCS reasonably considers that the Customer's credit standing has been impaired, MTCS may, without liability and subject to applicable law, withhold Goods, withhold or suspend access to the Online Platform, suspend all or part of the Services (including training, assessment, verification and certification), refuse to continue work or require prepayment until satisfactory payment or credit arrangements are in place.

4.7 If a payment default continues for more than 30 days, or the Customer becomes insolvent or subject to an analogous event, MTCS may terminate the Contract immediately by written notice, without prejudice to its other rights, and may dispose of any Goods appropriated to the Contract.

4.8 The Customer shall reimburse MTCS for its reasonable costs of recovering overdue sums, including reasonable legal, debt-collection, tracing and court costs, to the extent legally recoverable.

5 FORCE MAJEURE

5.1 Neither party shall be liable for delay or failure to perform an obligation to the extent caused by a Force Majeure Event. Force Majeure Events include, without limitation, act of God, natural disaster, fire, flood, storm, war, terrorism, civil disturbance, requisition, governmental or parliamentary restriction, prohibition or enactment, sanctions, import or export regulation, pandemic, epidemic, strike, lock-out or other industrial dispute, difficulties obtaining personnel or materials, breakdown of machinery, cyber-attack, failure of third-party technology or internet, disruption to travel and the unavailability of an MTCS instructor, assessor or verifier where MTCS cannot reasonably source a suitable replacement.

5.2 The affected party shall notify the other as soon as reasonably practicable, giving the expected duration where known, and use reasonable endeavours to mitigate the effect. MTCS need not incur disproportionate cost or risk personnel safety to source a replacement.

5.3 If a Force Majeure Event affects scheduled training or assessment, MTCS may change the trainer, venue, delivery method or date or postpone or cancel the affected Services. MTCS will use reasonable endeavours to offer an alternative date, and clause 6.3 applies if it cannot deliver the affected Services.

5.4 If a Force Majeure Event continues for more than 90 days, either party may terminate the affected Contract on written notice. The Customer shall pay for Goods and Services supplied before termination; MTCS shall refund Fees paid for affected Services not supplied, and neither party shall be liable for other loss resulting from the Force Majeure Event.

6 CANCELLATION, POSTPONEMENT AND REFUNDS

6.1 A Customer cancellation of face-to-face or scheduled on-site training must be made by email and is effective when received by MTCS. Subject to MTCS's written agreement and any mandatory consumer rights, a cancellation or failure to make the agreed number of Candidates available will attract the following charges, plus reasonable non-recoverable costs already committed by MTCS:

- (a) 20% of the quoted Fees where more than 28 days' notice is given;
- (b) 100% of the quoted Fees where 28 days' notice or less is given, including a no-show.

6.2 Online courses, distance-learning courses and online competence packages are personal to the named Candidate and are non-transferable. Subject to any mandatory consumer cancellation rights, a refund is available only where the wrong course was purchased and the Candidate has not accessed it. A request for refund must be received by MTCS within 14 days of purchase. This does not affect the statutory cancellation rights of a Customer who is a consumer. A course is accessed when the Candidate first opens or views course content, submits evidence or undertakes an assessment. No refund or transfer is available once accessed, or merely because the Candidate does not complete it. For a consumer, any statutory right to cancel applies except to the extent it is lawfully lost when immediate supply begins following the required request and acknowledgement.

6.3 MTCS may cancel or postpone face-to-face training or scheduled assessment where an instructor, assessor or verifier is unavailable and a suitable replacement cannot reasonably be sourced, or for another reason beyond MTCS's reasonable control. MTCS will offer an alternative date where practicable or, if the affected Services are cancelled or no suitable alternative is accepted, refund in full the Fees paid for those Services not supplied. MTCS will have no liability for other losses except as set out in clause 6 and subject to mandatory consumer rights.

6.4 A Customer-requested postponement must be agreed by MTCS in writing and is not effective unless and until so agreed. MTCS will endeavour to offer an alternative date within 6 months of the original date, but is not obliged to hold the original price or incur unrecoverable costs unless agreed. If no alternative date is agreed within that period, the postponement will be treated as a Customer cancellation and the charges in clause 6.1 will apply. A postponement made by MTCS is governed by clause 6.3.

6.5 All assessment, verification, distance-learning and online course packages must be completed within 12 months of purchase or enrolment, as applicable. Completion is the Candidate's responsibility. MTCS is not required to refund or extend access solely because a Candidate fails to complete within that period, subject to any mandatory consumer rights or a written extension agreed by MTCS.

6.6 Where MTCS agrees a refund under these Conditions, it will normally process it within 14 days of approval using the original payment method, subject to any lawful deduction for sums properly due.

MTCS (UK) Ltd
STANDARD TERMS AND CONDITIONS OF TRAINING AND ASSESSMENT

1 ACCREDITATION

- 1.1 MTCS engages with accrediting bodies and seeks to align its processes and procedures for verifying competence with recognised standards of learning and development.
- 1.2 References to industry bodies, guidelines or standards in these Conditions do not constitute endorsement of MTCS by those bodies or a guarantee of a Candidate's competence.
- 1.3 MTCS is a member of the International Marine Contractors Association (IMCA) and has regard to relevant IMCA guidelines where applicable.
- 1.4 MTCS is an EAL Approved Assessment Centre to award Assessor and Internal Verifier NVQ awards.
- 1.5 MTCS operates a Quality Management System (QMS) certified to ISO 9001:2015, as at the date of these Conditions.
- 1.6 MTCS holds Continuing Professional Development (CPD) accreditations, as at the date of these Conditions, for a range of its industry-recognised training and assessment programmes, including ROV and AUV Grade Assessments, Skills Assessor, and Team Leadership for Offshore Industry courses.
- 1.7 MTCS is approved by the Institute of Leadership and Management (ILM), as at the date of these Conditions, to deliver Supervisor, Leadership and Management training. Candidates successfully undertaking these courses may gain internationally recognised ILM qualifications.
- 1.8 MTCS is a member of Renewable UK, the UK's leading renewable energy trade association, specialising in onshore and offshore wind, wave, tidal, energy storage and flexibility.

2 ASSESSMENT AND VERIFICATION

- 2.1 Where required by the applicable programme, assessment will normally take place in the workplace and be carried out by suitably qualified Skills Assessors and/or Witnesses.
- 2.2 MTCS will verify the assessment process and the evidence submitted by the Candidate, including evidence uploaded through the Online Platform where applicable, against the applicable competence standard and programme requirements.
- 2.3 Verification includes checking that the Candidate's evidence is valid, authentic, sufficient and timely and may require clarification from the Candidate, Assessor, Witness, Expert Witness or Employer.
- 2.4 Where applicable, MTCS will issue a certificate only after all applicable training, evidence, assessment and payment requirements have been satisfied. The certificate date is the date verification is successfully completed and it is valid for 3 years from that date. A certificate records the assessment outcome and does not certify the Candidate's ongoing competence.
- 2.5 A certificate will be issued only where the applicable requirements, including any requirements published on MTCS's website, have been met and all Fees due have been paid. MTCS may decline or defer issue where evidence, assessment or other requirements are incomplete or unsatisfactory.

- 2.6 MTCS may withhold certificates and assessment documentation where the Customer or Candidate has failed to comply with these Conditions, the applicable programme requirements or payment obligations, to the extent permitted by law.
- 2.7 Where applicable, MTCS may provide the Candidate with an Action Plan explaining steps towards the next grade or to remain at the existing grade within relevant industry guidelines. An Action Plan is guidance only and does not guarantee a future assessment outcome.
- 2.8 All assessment, verification and distance-learning packages purchased from MTCS must be completed within 12 months of purchase or enrolment, as applicable. Online training and competence packages are personal to the named Candidate, non-transferable and non-refundable, subject to clause 6 of the Standard Terms and Conditions of Sale and any mandatory consumer rights.

3 TRAINING

3.1 Training refers to the delivery of classroom-based or practical courses at the following locations:

- the Customer's premises
- a partner's premises
- the Customer's vessel
- any other agreed venue

3.2 Alternatively, training may be delivered via the Online Platform. Access begins when the course is purchased and the Candidate is enrolled and, for a business Customer, after payment or other written authorisation by MTCS. Access is available for 12 months, subject to clause 6.5. Online and distance-learning courses must be completed within 12 months of purchase or enrolment. The Candidate is responsible for managing completion within that period and no refund is due solely because the Candidate does not complete the course.

3.3 The purpose of training is to:

- Develop the underpinning knowledge of the Candidate.
- Where applicable develop some of the skills of the Candidate.

3.4 Successful completion of training, including any assessment, develops knowledge and, where applicable, skills, but does not by itself establish or guarantee that the Candidate is competent to perform any particular activity in the workplace. Competence depends on the Candidate's experience, workplace conditions, supervision and ongoing performance.

3.5 MTCS will use reasonable endeavours to deliver the agreed course, but may make reasonable changes to content, trainers, delivery method, venue or schedule where required by circumstances beyond its control or by the availability of facilities, Candidates, equipment or work schedules. Any material change or cancellation by MTCS is addressed in clauses 5 and 6.

MTCS may change the course schedule or delivery arrangements for reasons beyond its reasonable control, including instructor unavailability. Where MTCS cannot provide a suitable replacement, clause 6.3 applies.

3.6 CLIENT RESPONSIBILITIES

Where face-to-face or practical training is delivered at the Customer's premises or a venue arranged by the Customer, the Customer shall, at its cost, provide the facilities and access agreed before the quotation, including:

- (a) a suitable classroom with adequate space and seating;
- (b) computers and reliable internet access where required;
- (c) screens, projectors and other presentation equipment;
- (d) suitable practical training facilities and equipment;
- (e) high-voltage/hydraulic equipment and safe access where relevant to the course;
- (f) appropriate site access, permits, inductions, supervision and any required personal protective equipment for MTCS personnel and Candidates.

- (g) brief MTCS personnel on Customer and venue-specific health, safety and emergency protocols before MTCS personnel commence work at the relevant premises or venue.

The Customer shall ensure that all facilities and equipment are safe, properly maintained, legally compliant and available for the scheduled training and shall promptly notify MTCS of any restriction that may affect delivery.

3.7 CANDIDATE RESPONSIBILITIES

Each Candidate shall:

- (a) attend scheduled training and assessment sessions punctually and participate as required;
- (b) complete the relevant course, assessment and evidence submissions within the applicable access period;
- (c) submit evidence that is accurate, authentic, sufficient and timely;
- (d) provide accurate personal information and promptly correct any error;
- (e) comply with MTCS's assessment requirements, reasonable instructions, health and safety rules and applicable workplace requirements;
- (f) use the Online Platform, credentials and course materials only for authorised purposes, keep credentials secure and not permit another person to use them;
- (g) promptly report access, technical or other issues to MTCS.

The Customer shall ensure that each Candidate complies with these responsibilities, and MTCS may delay or refuse delivery, assessment or certification where non-compliance prevents the Services from being properly performed.

4 COMPETENCE

4.1 Competence is assessed by reference to the knowledge, skills and experience required for the specific activity or activities and the applicable Industry Standards or Guidelines.

- Knowledge
- Skills
- Experience.

4.2 To demonstrate competence, a Candidate must undergo the appropriate workplace assessment and provide the evidence required by MTCS and the applicable standard.

4.3 Assessment must be conducted by a suitably qualified Skills Assessor or Expert Witness approved under the applicable programme requirements.

4.4 A suitably qualified Skills Assessor must:

- be occupationally competent in the work activity or activities they assess;
- have completed training as a Skills Assessor in accordance with QCF or equivalent standards or guidelines;

4.5 An Expert Witness must:

- be occupationally competent in the activities in which they witness the Candidate's performance;
- be approved by their employer and MTCS as a suitable Expert Witness;
- be familiar with the applicable assessment process.

4.6 A Candidate will be assessed against the applicable Industry Standards or Guidelines issued by a trade association or similar body, including, where relevant, IMCA Guidelines.

5 CONSENT FOR EVIDENCE VERIFICATION AND QUALITY CONTROL

5.1 Where applicable, MTCS may communicate directly with Candidates, Assessors, Witnesses and Expert Witnesses about the evidence, assessment or verification and may request clarification or further evidence. The Customer consents to and shall facilitate those communications, subject to clause 10.

5.2 MTCS will, where applicable, provide feedback on assessment to the Candidate, Assessor and Candidate's Employer. Feedback is provided for quality and progression purposes and is not a guarantee of certification or future competence.

GENERAL TERMS APPLYING TO BOTH PARTS

6 LIMITATION OF LIABILITY

6.1 Nothing in these Conditions limits or excludes MTCS's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be limited or excluded.

6.2 Subject to clause 6.1 and to the extent permitted by law, MTCS shall not be liable for any indirect or consequential loss, or for loss of profit, business, revenue, anticipated savings, goodwill or reputation, arising out of or in connection with a Contract.

6.3 Subject to clause 6.1, MTCS's total aggregate liability arising out of or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 100% of the Fees paid under the relevant Contract. For ongoing Services, the cap is the Fees paid in the 12 months preceding the date on which the relevant claim arose.

6.4 Training and assessment are intended to develop knowledge and assess evidence; they do not guarantee that a Candidate is competent to perform any activity in the workplace. MTCS is not liable for loss arising from a Candidate's performance or conduct after training or assessment, except to the extent such liability cannot lawfully be excluded or results from MTCS's own breach or negligence.

6.5 A certificate confirms only the assessment outcome recorded by MTCS at the date of successful verification. MTCS is not responsible for a Candidate's ongoing competence, supervision, training, performance or conduct after that date.

6.6 Nothing in this clause affects any statutory rights or remedies that a Customer who is a consumer may have.

6.7 Any claim under or in connection with a Contract must be notified in writing within 12 months of the date on which the claimant became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim. A claim not so notified is barred, to the extent permitted by law.

7 INDEMNITY

7.1 The Customer shall indemnify and keep indemnified MTCS against all losses, damages, costs, claims, demands and expenses (including reasonable legal costs) arising out of or in connection with: (a) any breach by the Customer or any Candidate of these Conditions; (b) any failure by the Customer to provide suitable and safe facilities, equipment or access under clause 3.6; (c) any claim by a third party arising from materials, data or information supplied by the Customer; or (d) any inaccuracy in the information or data supplied by the Customer under clause 2.2 or clause 9.

7.2 The indemnity in clause 7.1 is subject to MTCS: (a) promptly notifying the Customer of the claim; (b) not making any admission without the Customer's prior written consent (not to be unreasonably withheld); and (c) giving the Customer reasonable assistance with the defence, at the Customer's cost.

8 INTELLECTUAL PROPERTY

8.1 All Intellectual Property Rights in or relating to the course materials, training content, assessment materials, Online Platform, software, methods and documentation supplied or used by MTCS belong to MTCS or its licensors.

8.2 MTCS grants the Customer and each Candidate a limited, non-exclusive, non-transferable and non-sublicensable licence during the applicable Contract or access period to use those materials solely for their own internal training and assessment purposes.

8.3 The Customer and each Candidate shall not copy, reproduce, distribute, publish, sell, rent, license, modify, adapt, create derivative works from, reverse engineer or share the materials with any third party, except to the extent required by law. The Customer shall not permit third-party access to the Online Platform or course content.

8.4 The Customer shall ensure that Candidates comply with this clause. The licence ends automatically when the applicable Contract or access period ends, and MTCS may suspend access for breach.

9 DATA PROTECTION

9.1 Each party shall comply with the UK General Data Protection Regulation, the Data Protection Act 2018 and applicable data protection law in connection with a Contract.

9.2 Unless otherwise agreed in writing, MTCS processes personal data relating to Candidates, including names, email addresses and dates of birth, as a controller for account administration, service delivery, communication, assessment, verification, certification, record keeping and legal compliance.

9.3 MTCS's privacy policy, as published on its website and updated from time to time, explains how MTCS processes personal data. The Customer shall ensure that Candidates are directed to the policy and provided with any required information.

9.4 The Customer warrants that it has a lawful basis and has obtained all necessary consents, notices and permissions required to share Candidate personal data with MTCS and to permit MTCS to use it for the Services. The Customer shall ensure that the data supplied is accurate, relevant and limited to what is necessary.

9.5 For an international Customer, the Customer shall ensure that any transfer of Candidate personal data to MTCS in the UK is lawful. The parties shall use an applicable lawful transfer mechanism, such as an adequacy decision, the UK International Data Transfer Agreement, the UK Addendum or another legally recognised safeguard, where required.

9.6 Each party shall provide reasonable assistance to the other in responding to data subject requests, data breaches and regulator enquiries relating to personal data shared under a Contract and shall notify the other without undue delay of any incident materially affecting that data.

10 CONFIDENTIALITY

10.1 Each party shall keep confidential all information disclosed by or on behalf of the other party that is confidential by its nature or is identified as confidential, use it only to perform or enforce the Contract and not disclose it except as permitted by this clause.

10.2 The obligation in clause 10.1 does not apply to information that is or becomes public other than through breach, was lawfully known without restriction before disclosure, is independently developed without use of the information or is lawfully received from a third party without a duty of confidence.

10.3 A party may disclose confidential information to its employees, officers, professional advisers and contractors who need to know it for the Contract and are bound by confidentiality obligations or where disclosure is required by law, a court or a regulator. Where lawful, the other party shall be notified in advance.

10.4 On request, each party shall return or securely destroy the other's confidential information, subject to legal, regulatory and routine backup retention. This clause survives termination of the Contract.

11 ENTIRE AGREEMENT

11.1 The Contract, including any signed agreement, accepted quotation and these Conditions, constitutes the entire agreement between the parties about its subject matter and supersedes all previous discussions, correspondence and arrangements relating to it.

11.2 Each party acknowledges that it has not relied on any statement, representation or assurance not set out in the Contract, except that nothing in this clause limits liability for fraud, fraudulent misrepresentation or any right or remedy that cannot lawfully be excluded.

12 VARIATION

12.1 No variation to a Contract is binding unless it is in writing and signed by authorised representatives of both parties.

12.2 MTCS may update these Conditions from time to time by publishing an updated version on its website. An updated version applies to Contracts formed after publication and, for ongoing Services, from the date stated in MTCS's notice after reasonable notice has been given. Continued use of the Services or Online Platform after that date constitutes acceptance, subject to any mandatory consumer rights.

13 GOVERNING LAW AND JURISDICTION

13.1 The Contract and any dispute or claim arising out of or in connection with it, its subject matter or formation, shall be governed by the law of England and Wales.

13.2 Subject to any mandatory legal rights of a Customer who is a consumer, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract. This applies equally to international Customers.

14 NOTICES

14.1 A notice under a Contract must be in writing and sent by email to the email address stated in the quotation, order, Contract or latest written notification from the receiving party. MTCS may also accept notice by post to its registered office where email is not practicable.

14.2 An email is deemed received on the next Working Day after it is sent, provided the sender does not receive an automated delivery failure.

14.3 A notice sent by email shall be sufficiently proved by showing that it was sent to the correct email address.

15 SEVERANCE

15.1 If any provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid. If modification is not possible, the provision shall be treated as deleted and the remainder of the Contract shall continue in force.

16 THIRD PARTY RIGHTS

16.1 A person who is not a party to a Contract shall not have any right to enforce any term of it under the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary the Contract without that person's consent.

17 WAIVER

17.1 No waiver of any right or remedy is effective unless given in writing. A failure or delay to exercise a right or remedy is not a waiver, and a partial exercise does not prevent any further exercise of that or another right or remedy.

18 TERMINATION

18.1 Without prejudice to any other right or remedy, either party may terminate a Contract by giving the other party not less than 30 days' written notice.

18.2 Without prejudice to any other right or remedy, either party may terminate a Contract with immediate effect by giving written notice if the other party commits a material breach of the Contract and, where the breach is capable of remedy, fails to remedy it within 14 days of written notice specifying the breach and requiring its remedy.

18.3 MTCS may terminate a Contract with immediate effect by giving written notice if the Customer: (a) is unable to pay its debts as they fall due or becomes insolvent; (b) has a receiver, administrator, administrative receiver or liquidator appointed over any of its assets; (c) enters into or proposes any composition or arrangement with its creditors generally; (d) ceases or threatens to cease to carry on business; or (e) undergoes a change of control that MTCS reasonably considers may adversely affect the performance of the Contract.

18.4 On termination of a Contract for any reason: (a) the Customer shall immediately pay all outstanding Fees and other sums due to MTCS; (b) MTCS may invoice the Customer for Services supplied but not yet invoiced; (c) any licences granted under clause 8 shall immediately terminate and the Customer shall cease using and, at MTCS's option, return or destroy all materials; and (d) clauses which by their nature are intended to survive termination shall continue in force, including clauses 6 (Limitation of Liability), 7 (Indemnity), 8 (Intellectual Property), 9 (Data Protection), 10 (Confidentiality), 11 (Entire Agreement), and 13 (Governing Law and Jurisdiction).

19 ASSIGNMENT AND SUBCONTRACTING

19.1 The Customer shall not assign, transfer, subcontract, charge or otherwise deal with any of its rights or obligations under a Contract without the prior written consent of MTCS.

19.2 MTCS may assign, transfer, subcontract or otherwise deal with any of its rights or obligations under a Contract, provided that MTCS remains responsible for the performance of any subcontracted obligation.

20 COMPLIANCE WITH LAWS

20.1 Each party shall comply with all applicable laws, regulations and codes of practice in connection with a Contract, including, without limitation, all applicable anti-bribery, anti-corruption and sanctions laws.

20.2 The Customer shall not do or omit to do anything that would cause MTCS to be in breach of applicable law.