



New Student Welcome Book

Version - v1.2

Progress Music Academy
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Jewellery Quarter
Birmingham
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www.progress-academy.co.uk

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1. Welcome to Progress

Progress Music Academy is the brand new Music Academy in Birmingham, offering professional standard Music Tuition, Workshops, Seminars, Clinics and Shows. Back in 2008, Gary Walmsley and Steve Smith realised they shared an interest in developing a music school, with a further emphasis on personal attention and private tuition. By drawing together their invaluable experience in business and music education, and along with a string of industry contacts, backing and benefits, they set about creating a brand new Music Academy in Birmingham that would operate unlike any other.

The current musical tuition industry is growing year upon year. As technology advances and music performance becomes a more viable option, there are more and more people taking up playing a musical instrument. It is becoming increasingly easier and cheaper for people to make music and market themselves through online resources, that playing a musical instrument and/or playing with a band is more attractive than ever. This is also helped by the huge success in the video gaming industry of Guitar Hero and Rock band style games.

Progress is built on 40 years experience between the owners and prides itself on providing a friendly atmosphere, excellent facilities, professional tuition and information, and all in keeping with the customers' needs and requirements.

A wider vision for Progress is to enhance the relationship between musicians and the music scene in Birmingham together with assisting in the development of the new breed of musicians into the scene. Birmingham and the Midlands hold a wonderful musical heritage and it's important that we strive to maintain that reputation, by generating top quality musicians, providing new opportunities and compacting the thriving network.

2. General Information

2.1 How Lessons are handled

Private Lessons are handled on a 1 to 1 basis and will be based in one of our dedicated teaching studios. All students will have the option of working toward one of the official grades (via examinations), simply just becoming more proficient at their instrument, or a combination of both. All tutors will be working toward a similar path or syllabus so it's easy for a different tutor to take over and continue comfortably.

As part of our ongoing quality control procedures, tutors may be observed during certain lessons by the head of Tutors, Steve Smith.

All instruments and teaching aids are fully provided by Progress Music Academy. If the student wishes to bring along his or her own equipment to the lesson, this has to be pre-arranged at the time of booking.

The student is advised to arrive 10 minutes prior to the lesson start time to assist in making any change over period run as smoothly as possible. The student is also expected to bring along any paperwork from previous lessons.

All students will be provided with their lesson notes and information free of charge but from time to time may be advised to purchase other learning aids/literature at the request of the tutor and/or Academy. A full lesson history can also be obtained by logging into the 'My Progress' area of the website. (see the [My Progress Section](#) later on).

All lessons MUST be pre-booked with Progress Music Academy. All lessons are paid for after the lesson at the reception desk where your next lesson may be booked. Various [payment options](#) and booking block lessons information is available later on in this document.

2.2 Our Tutors

All tutors used by Progress Music Academy are fully CRB checked and agree to operate by our strict Tutor rules and regulations as detailed in their contract to Progress Music Academy.

All tutors operate along the same syllabus path in order to keep all students heading in a recognised direction. However, if a student wishes to concentrate on something more specific then this can be arranged.

Tutors are hand picked by Progress Music Academy in keeping with the image and vision of the Academy. All tutors selected will pass a stringent induction routine, a CRB check and complete a successful trial period before becoming a Progress Music Academy Tutor.

Tutors will be constantly monitored and assessed throughout their teaching time with Progress. From time to time, Steve Smith will monitor tutors during lesson time. Please let us know if you would rather this didn't happen during your lesson time.

A full list of current Tutors is available through our web site.

2.3 Syllabus and Examinations

2.3.1 Our Syllabus

Progress has put together a unique syllabus that provides all of the key requirements designed to help you become a better 'all round' musician in the fastest time possible. Our syllabus works 'in-line' with the major examination boards and as such, the student, if required, will be entered into the appropriate Grade exam when the tutor feels you are ready. Students needs, playing styles, interests and direction can vary enormously and we feel it's restrictive to enforce one type of grading system. The beauty of our syllabus is to draw the key areas from across the board and use them effectively throughout our syllabus to cater directly to that particular students needs.

Of course, entering and passing grade exams is entirely optional.

ALL tutors will work from the same syllabus to guarantee the same path and to avoid interruptions if/when tutors are changed or rearranged and to achieve a high level of consistency throughout.

2.3.2 Examinations

All grades 1-8 and diploma will be available for Progress students. Students will be entered into Examinations with the relevant examination board at the discretion or recommendation of the Tutor or Progress Music Academy. Under no circumstances can a student enter his/her self into an exam and use Progress Music Academy as their referrer.

The student themselves will be responsible for paying any associated examination fees which Progress will organise on the students behalf.

Progress aims to become a certified examination centre, so depending on the exam being taken; students may not have to travel.

It's also worth remembering that Grades 6, 7 and 8 carry UCAS points, which can be used in the University application process.

2.4 Rehearsal bookings

Any of our teaching studios may be booked for private study or rehearsal time. Bookings maybe for half an hour or an hour and need to be conducted the same as booking a regular private lesson.

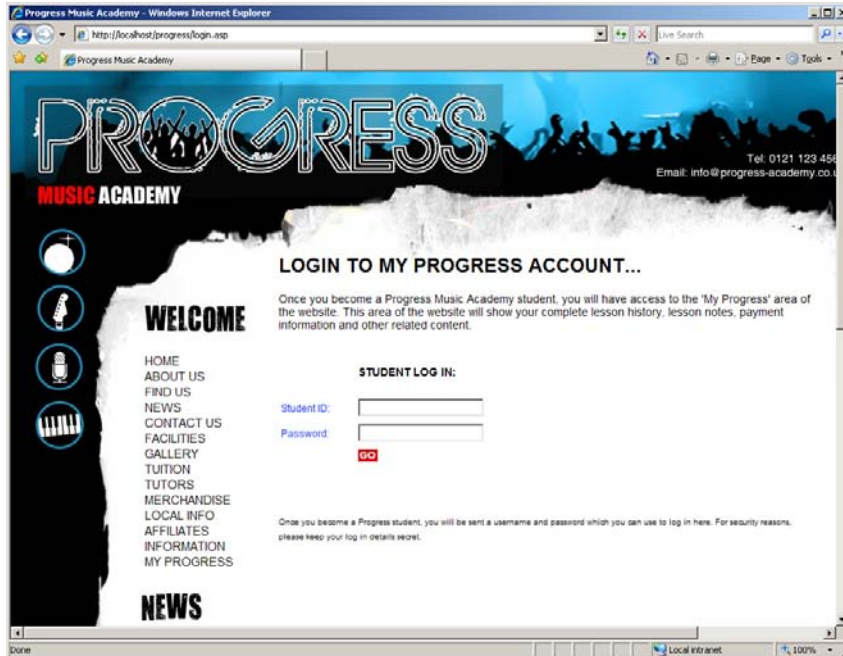
Please enquire about your equipment requirements when booking your rehearsal time.

During busy lesson periods, some teaching rooms may not be available for private study/rehearsal time.

2.5 My Progress

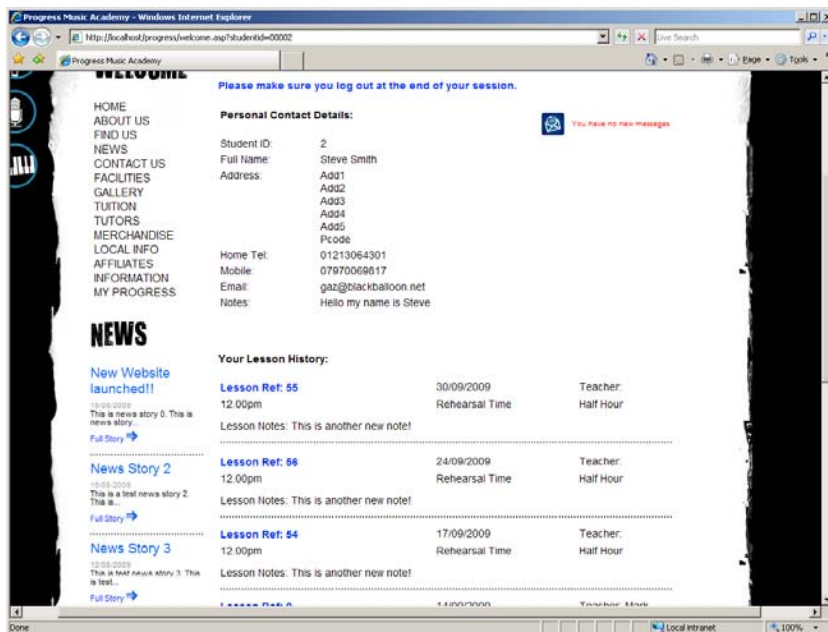
My Progress is a private area of our website where students can log into and retrieve important updates and messages specifically for them. It will give the student a complete lesson history together with any lesson notes and payment information.

To access this area, go to 'My Progress' on the main Progress Music Academy web site as below:



Once you become a Progress Member, you will be allocated a password. The Student ID is your Student number and your password will be given to you separately.

Once you log in you will see the following information specifically to you:



Always remember to log out at the end of your session. The website will not do it for you. If you have any problems with the site then please speak to a member of our team or send an email to info@progress-academy.co.uk.

There are further details regarding [use of our website](#) later on in this document.

2.6 Lost Property

Any items left on the premises or found at Progress will be logged and kept in the Lost Property storage in the office. Please speak to either Steve Smith or Gary Walmsley to claim anything that might be yours.

2.7 Refreshments

Light refreshments may be offered during your visit at Progress, however, vending machines are available which provide a selection of cold drinks and food. Please take care when eating and drinking at Progress and make sure any rubbish or left overs are disposed of correctly.

2.8 Wireless Internet

Wireless Internet is available during your visit to Progress Music Academy. The connection code can be obtained from reception.

Please note: For security issues, the connection code will change periodically. Please check with Reception.

2.9 Smoking, Drugs & Alcohol

Smoking

Smoking is not permitted anywhere inside the Progress building, however, if you want to smoke, there is an ashtray provided outside on the front of the building. If you are smoking outside, please move away from the front entrance keep the access free at all times.

Drugs/Alcohol

No type of illegal drugs or alcohol will be tolerated at Progress Music Academy. If you are found using or possessing illegal substances, you will be ejected from the building immediately, reported to the relevant authorities and will NOT be refunded – you have been warned!

Similarly, alcohol is not permitted so please do not bring your own into the premises.

3 Payment Options

Payment for private lessons can be via cash, cheque, debit card or direct debit.

3.1 Cash

Cash is accepted for payment of all services. Cash can be used to pay for block booking and/or simply lesson by lesson. All payments per lesson should be settled 'after' your lesson has taken place.

3.2 Direct Debit

We offer a discount of £5 per month when paying via monthly Direct Debit. This is only available if paying for an hour (Double) lesson per week by direct debit. The discount reduces to £3 per month if paying for half hour (Single) lessons.

A direct debit form will need to be completed and a full lesson history will be maintained to reconcile against your payments. This information can also be kept up to date using the 'My Progress' section of the website. When paying via Direct Debit, if Progress Music Academy cancels any lesson, you will be credited in due course. If any lessons are missed or cancelled by the student, it will be up to the student to make the lesson time up.

3.3 Debit Card/Credit Card

Payment can indeed be made by Debit card using out chip and pin terminal at reception. Rest assured that we operate via Lloyds/TSB carnet services and are fully protected against card fraud. An additional charge may be added to payment made via a credit card, which will be made known prior to payment being taken.

3.4 Gift Vouchers

Gift Vouchers can be purchased either from the Progress Reception, or via the website. An ideal gift, the voucher can be used as payment towards the value of the lesson. Please speak to a member of staff for information.

3.5 Block Bookings

Block bookings and advance payments are accepted and as such, Progress Music Academy will offer a substantial discount. Please enquire when becoming a Progress Member and discussing your payment/booking options.

3.6 Special Offers

From time to time, special offers will be available for short time periods only. These offers will be displayed at the Progress Music Academy premises and on the website.

Your payment options will be discussed with you when you become a Progress Student.

4. Progress Student Benefits

Apart from enjoying professional tuition, by becoming a Progress Student you can enjoy a host of other benefits. Upon completing a set number of lessons, you will be issued with a Progress Music Academy Student Membership Card (free of charge), which you should bring to each lesson or event with you.

4.1 Discounted Musical Instruments

Progress Music Academy has negotiated discounts with certain Music Shops in Birmingham. By showing your Progress Membership Card you will be entitled to take advantage of these discounts. Further details available.

4.2 Workshops, Seminars, Clinics and Shows

As a Progress Student, you will get first refusal on any tickets for Workshops, clinics, seminars or shows. All tickets will be offered to students before general sale and in some cases, the admission will be free of charge or heavily discounted for students.

4.3 Event Discounts

Progress Music Academy is involved directly, with the production of the DRUMFEST and GUITARFEST events. Discounted tickets and a whole host of other show related benefits would be available exclusively to Progress Members. Again, more details to follow.

4.4 Cheaper Gig Tickets

By showing your Progress Music Academy Membership Card on the door at certain gigs and venues across Birmingham, you can obtain a substantial discount on your admission. Further details of venues and events will be available.

4.5 Free admission to Progress Music Academy Gigs

From time to time, Progress will be hosting shows at local live music venues. All Progress Members will get free admission or a large discount to these types of events.

5. Health & Safety

The Progress Music Academy premises have been approved by IOSH trained safety personnel. Every attempt has been made to make and keep the premises minimal of risk and to provide a safe environment from which to operate.

5.1 Near Miss Policy

A full risk assessment is undertaken annually and we operate a Near Miss Policy. All customers, students, parents or guardians are required to report any potential risks or near misses that they may notice, to a member of staff immediately.

5.2 Accidents

A first Aid kit is kept behind the reception desk for use in emergencies and an accident book is maintained to keep a full record of events.

5.3 Evacuation

On hearing the Fire Alarm:

1. Walk quietly but quickly to the nearest exit and proceed to the fire assembly point – **on the pavement opposite the building.**
2. Do not panic, Do not run, push or overtake.
3. Keep noise to a minimum so that fire officers' instructions can be heard.
4. Do not return to the building until the Fire Officer gives the all clear. (G.Walmsley/S. Smith)

On discovering a fire:

1. Notify a member of staff immediately.
2. If it is safe to do so, and **ONLY** when evacuation has commenced, use the correct fire extinguisher to put out the fire. **REMEMBER THAT FIRE FIGHTING MUST ALWAYS BE SECONDARY TO LIFE SAFETY.**
3. Leave the building via the nearest fire exit.

6. Legal Information

6.1 Public Liability

Progress Music Academy is fully insured for Public Liability. A copy of the Certificate can be found in the Reception area. Please ask Steve Smith or Gary Walmsley for any further information.

6.2 Complaints Procedure

All complaints MUST be made directly to either Steve Smith or Gary Walmsley. At the request of the Student/Parent/Guardian, all complaints will be dealt with in complete confidence and any situation will be acted upon within seven days of the initial complaint and will attempt to be satisfactorily resolved within 14 days.

All complaints will be recorded in writing and used as part of our continual improvement programme.

6.3 Data Protection

Please rest assured that Progress Music Academy work within the requirements of the Data Protection Act. This means that all personal data held about our students or customers will only be used for the specific purpose of which it was obtained. Information will not be passed on to or sold to any other interested parties and will be kept for no longer than which is required.

7. Local Area Information Travel & Parking

Progress is based right in the middle of Birmingham's historic Jewellery Quarter...



Within yards of Progress Music Academy, you will find hundreds of unique shops, pubs, a chip Shop, Tesco, Newsagents, Banks, Music Venues, Health Spa & Gym, NCP Car Park, Pizza, Betting Shops, Coffee Shops, Cafe's, Bistro's and many more... all in walking distance from Birmingham City Centre.

This unique area dates back over 250 years and is home to over 400 jewellery businesses. A designated conservation area with over 200 listed buildings; it is a proposed World Heritage Site. It has been described by English Heritage as a unique historic environment in England, which has few, if any, parallels in Europe. The Quarter also contains Birmingham's last remaining Georgian Square in the tranquil surroundings of St Paul's and has a fine selection of fine restaurants, bars, live music venues and galleries.

You can find Progress Music Academy using the following directions:



VIA BUS

From Colmore Row in the City Centre take the number 101 into the heart of the Jewellery Quarter. Alternative bus routes include the No. 16 (from Corporation St) No. 74 (from Moor St), No. 79 (from Bull St) and the Inner Circle No. 8a and 8C. We recommend that you check bus times before travel.

Traveline 0871 200 22 33

www.travelwm.co.uk



VIA TRAIN

Jewellery Quarter Railway Station, Vyse Street, Hockley, Birmingham, West Midlands, Birmingham B18 6LE

Tel. 0121 634 2040

www.nationalrail.co.uk



VIA CAR

To get to Progress Academy by car, you need to use VYSE ST, turn right into HOCKLEY ST, right again into NORTHAMPTON ST and you'll see us on the right-hand side on the service road immediately after the rear NCP entrance.

Note: Augusta St/Northampton St is a ONE WAY ST

CAR PARKING

Parking is on the street directly outside Progress. Car Parking is chargeable as follows:

Monday - Saturday (8am - 6pm) = 50p per hour

Parking is free of charge outside of these hours.



8. Guidance Notes

1. 48 hours notice is required for any re-arrangement of appointments to take place. This includes cancellations. If a student fails to meet his/her booked lesson, the full lesson fee will be charged.
2. Progress Music Academy does not follow any academic year. You should therefore attempt to attend any lesson you have booked with your assigned teacher. If the teacher provided by us is unavailable to give any scheduled appointment, the appointment will be carried forward to another date. If this is not possible, any fee already paid will be refunded or used to pay for a future appointment. For the avoidance of doubt, 48 hours notice is required for any re-arrangement of appointments to take place.
3. Any Music, books and accessories required by the student in order for scheduled lessons to take place are provided by Progress Music Academy. However from time to time we may ask that the Student purchase a relevant piece of music and/or book in order to further their progress. Any such costs are the responsibility of the Student and/or Parent/Guardian.
4. The Student and/or the Parent/Guardian will be responsible for any loss or damage incurred to any instrument, accessory or music loaned by Progress Music Academy to the student such items will be returned on request.
5. It is illegal to make unauthorised copies of music on any media. This applies to notes and manuscripts supplied by Progress Music Academy during the lessons undertaken by the student.
6. The student will not enter any music examination and list the details of Progress Music Academy or any member of its team where such details are required without prior consent being given. The consent of Progress Music Academy will not be unreasonably withheld. Progress Music Academy will not enter any student for any music examination without the approval of the Student and/or the Student's Parent/Guardian (where applicable.) Any entry fees for examinations will be paid for by the Student and/or Parent/Guardian.
7. In the interests of the student's well being whilst in the care of Progress Music Academy, we ask that you inform us of any medical or other condition affecting the student.
8. All teachers provided by Progress Music Academy are CRB checked and fully insured for public liability.
9. It is important to note that whilst Progress Music Academy will use all reasonable endeavours to ensure the student makes satisfactory progress, this cannot be guaranteed. In particular, careful and regular practise as advised by Progress Music Academy is a prerequisite of success on any musical instrument.

Published August 2010 in accordance with Progress Music Academy terms and conditions. Available upon request.

9. General Terms & Conditions

Trading terms and conditions of Progress Music Academy “Progress”.

These terms and conditions regulate the business relationship between you and us. When you buy from us, you agree to be bound by them.

No person under the age of 18 years may purchase Services. If you are under 18, please ask an adult for help with your purchase.

We are:

Progress Music Academy (Progress) and our principal business is music education, tuition and instruction.

Our address is: Unit 33-35, Northampton Street, Jewellery Quarter, Birmingham B18 6DU

You are:

A visitor to Our Website / our customer or you have contacted us by telephone.

1. The terms and conditions

Definitions

In this agreement:

“Consumer”	means any natural person who, in connection with this agreement, is acting for purposes, which are outside his business.
“Our Website”	means the entire computing hardware and software installation that is or supports Our Website.
“Services”	any of the services we offer for sale on our Website and include generally available updates and support services so far as specified for each service.
“Content”	means any material in any form published on Our Website by us or any third party with our consent.
“Material”	means Content of any sort posted by you on Our Website.

2. Our contract with you

These terms and conditions apply:

- 2.1 So far as the context allows, to you, as a visitor to Our Website or if you have telephoned us; and
- 2.2 In any event to you as a buyer or prospective buyer of our Services.
- 2.3 We shall accept your order by e-mail confirmation via our electronic payment gateway or by oral confirmation in the event of a telephone call being made. That is when our contract is made. Our return message will also confirm details of your purchase and tell you when we shall dispatch your order and/or when the purchased service will commence.
- 2.4 Unfortunately, we cannot guarantee that every Service advertised on our website is available. If at any time a Service for which you have paid becomes unavailable, we will immediately refund any money you have paid. Our refund will cover the period of unavailability and not any period for which Services have been available.
- 2.5 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Services.
- 2.6 If in future, you buy Services from us under any arrangement, which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
- 2.7 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date of your order/change of schedule/resolved dispute.

3. Your account with us

Relating to the information we hold about you

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with our Services.
- 3.2 If you use the website, you are responsible for maintaining the confidentiality of any account and password information and for preventing any unauthorised person from using your computer.

- 3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4 Under the laws of the Data Protection Act, we will use your details for no other purpose than to provide our Services. Your information will not be passed on or sold.

4. Price, payment and service provision

- 4.1 It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.
- 4.2 If you opt to pay via Direct Debit, you agree to pay monthly charge for the Services by cash/cheque/credit or debit card/standing order and where appropriate, you agree to pay the monthly charge for the Services, from the credit card, information for which you have or will have supplied to us. You authorise us to arrange withdrawal of funds on this card each month without further reference to you.
- 4.3 Any appointment missed by you will be paid for unless otherwise agreed by us. If the teacher provided by us is unavailable to give any scheduled appointment the appointment will be carried forward to another date. If this is not possible, any fee already paid will be refunded or used to pay for a future appointment. For the avoidance of doubt, 48 hours notice is required for any re-arrangement of appointments to take place.
- 4.4 Our principal Services will be delivered on site at Progress Music Academy at a pre-arranged time and our electronic Services will be provided by email / making them available for you to download / in the way we have explained on Our Website.
- 4.5 If we are not able to provide your Services within [10] days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.
- 4.6 Once Service provision has started, you may cancel the Services at any time on giving us 28 clear days notice. Payment will be due until the expiry of the notice period. Further in the case of non-payment for Services by you during the notice period, we reserve the right to refer the matter to our debt collection agents whose fees will be added to and payable with any outstanding debt.
- 4.7 We may change the nature or provision of the Services at any time. We may tell you about any such change by email or by posting details on Our Website.
- 4.8 If we change the nature or provision of the Services, you may terminate this contract.
- 4.9 If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice. However the fees and procedures as outlined in 4.6 will still apply.
- 4.10 You may not share or allow others to use the Services in your name.
- 4.11 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of any money you have paid. When we are aware of the likelihood of down time, we will inform you in advance.

5. Cancellation of order

- 5.1 If you are a citizen of the European Union, and you are buying as a consumer, you may cancel your order for the Services at any time before the expiry of 7 working days from the date of order, not including the day you ordered.
- 5.2 The Distance Selling Regulations do not provide for cancellation of a contract for Leisure services and Website services that begin, by agreement, within 7 days of payment. Accordingly, you do not have a right to cancel this contract as per clause 5.1.
- 5.3 This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you.

6. Foreign taxes, duties and import restrictions

- 6.1 If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2 You are responsible for purchasing Services which you are lawfully able to import or use and for the payment of import duties and taxes of any kind levied in your country.

7. Dissatisfaction with the Services

- 7.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Service, please tell us at the earliest opportunity:
- 7.1.1 exactly why you think we have failed;
- 7.1.2 the date, if relevant, of the failure;
- 7.1.3 when and how you discovered the failure;

- 7.1.4 the result of the failure;
- 7.1.5 your suggestion as to action we should take to resolve the situation and restore your faith in us.
- 7.2 To do this, it is essential that you contact us by telephone or by post.

8. Disclaimers

- 8.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Services, at any time and without advance notice.
- 8.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 8.3 We give no warranty and make no representation, express or implied, as to:
 - 8.3.1 the adequacy or appropriateness of the Services for your purpose;
 - 8.3.2 the truth of any Content on Our Website published by someone other than us;
 - 8.3.3 any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;
 - 8.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.
- 8.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 8.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.
- 8.6 In any event, including the event that any term or condition or obligation on our part (“Implied Term”) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.
- 8.7 The above two sub paragraphs do not apply to a claim for personal injury.

9. System Security

- 9.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 9.2 You may not use any software tool for the purpose of extracting data from our website.
- 9.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

10. Confidential Information and Intellectual Property Rights

- 10.1 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.
- 10.2 We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 10.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 10.4 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 10.5 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 10.6 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

11. Your email address

- 11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

- 11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

12. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

13. Miscellaneous provisions

- 13.1 When we communicate with you we do so by email, post and/or telephone. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 13.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 13.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 13.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 13.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 13.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.
- 13.7.1.1.1 This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

