



UK COLLEGE
OF BUSINESS AND COMPUTING

UKCBC Terms and Conditions

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Responsible Committee:	Executive Leadership Team (ELT)
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External reference points:	• Competition and Markets Authority guidance on higher education and consumer protection • Consumer Rights Act 2015 • Consumer Protection from Unfair Trading Regulations 2008 • Office for Students Conditions of Registration (including C1 and C3) • Office for Students regulatory advice on student protection plans • Office of the Independent Adjudicator Good Practice Framework • Quality Assurance Agency UK Quality Code for Higher Education • Universities UK sector guidance on consumer law compliance
Linked policies:	SLCC 6.2 Tuition Fee and Refund Policy; SLCC 6.3 Complaints Policy and Procedure; GA 3.8 Public Information and Consumer Protection Policy

Audience:	Students
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1. Introduction

1.1 These Terms and Conditions set out the contractual relationship between **UKCBC** (“the Institution”, “we”, “us”) and you as an applicant and student. They explain the rights and obligations of both parties in relation to your studies, fees, services, and conduct.

1.2 These Terms and Conditions apply to all programmes delivered directly by UKCBC. Where a programme is delivered in partnership with an awarding or validating body, additional terms may apply and will be provided to you before you accept any offer for such programmes.

1.3 These Terms and Conditions form part of a wider set of information that UKCBC is legally required to provide to you under consumer protection law. This includes clear and accurate information about the programme, fees, additional costs, delivery, assessment, awarding arrangements, and material changes. Information you reasonably relied upon when deciding to accept an offer may form part of the contract.

1.4 You should read these Terms and Conditions carefully, along with the programme information, the Tuition Fee, Refund and Compensation Policy, and all relevant institutional policies referred to in this document. These Terms and Conditions are written to comply with UK consumer protection legislation, including guidance issued by the Competition and Markets Authority (CMA), and the Office for Students regulatory framework.

1.5 If you are studying on a programme delivered under a partnership agreement, you may also be subject to the policies, procedures, and regulations of the awarding body. Where there is a conflict between institutional policies, we will explain which policy takes precedence and why. UKCBC will not rely on precedence to remove or reduce your rights under consumer law

1.6 If you require these Terms and Conditions in an alternative format or need support in understanding any part of the contract, please contact Administration@ukcbc.ac.uk

2. Purpose

2.1 The purpose of these Terms and Conditions is to ensure you have clear and accurate information about your contractual relationship with UKCBC before you decide whether to accept an offer.

2.2 These Terms and Conditions aim to:

- a) enable you to make an informed decision about entering into a contract with UKCBC;
- b) clearly explain the rights and responsibilities of both parties;
- c) comply with the requirements of consumer protection legislation, including the Consumer Rights Act 2015 and CMA guidance;
- d) ensure that written terms are fair, transparent, accessible, and easy to understand.

2.3 These Terms and Conditions apply from the moment you accept an offer of a place at UKCBC and continue throughout your studies, unless terminated earlier in accordance with Section 16.

3. Aims & Objectives

3.1 The aims of these Terms and Conditions are to:

- a) ensure all applicants receive accurate, timely, and material information before entering into a contract;
- b) set out the legally binding terms of the relationship between you and UKCBC;
- c) ensure the contract is fair, balanced, and consistent with consumer protection law;
- d) highlight any essential or unusual terms that may affect your rights or obligations;
- e) ensure that the terms reflect the expectations of the Office for Students (OfS), particularly Conditions C1, C2 and C3;
- f) promote clarity and transparency in how the contract operates throughout your student journey.

3.2 These Terms and Conditions work alongside programme documentation, student policies, and the Tuition Fee, Refund and Compensation Policy, which together outline the full framework governing your studies

4. Scope

4.1 These Terms and Conditions apply to:

- a) all applicants who accept an offer to study a programme delivered directly by UKCBC;
- b) all enrolled students on such programmes;
- c) students studying on programmes delivered in partnership with awarding or validating bodies, where specified.

4.2 Where a programme is validated or awarded by a partner institution, you will also be subject to specific regulations and requirements of that partner. These will be provided to you before offer acceptance and form part of the material information required under consumer law.

4.3 If different terms apply to a partnership programme, UKCBC will ensure that you receive clear information about:

- a) which policies apply to you;
- b) the role of each organisation;
- c) the awarding body for your qualification;
- d) how complaints, academic appeals, and academic regulations operate.

4.4 If you have any queries about the programme, awarding arrangements, or which regulations apply, you should contact **admissions@ukcbc.ac.uk** before accepting an offer.

5. Key Documents

5.1 Before accepting an offer, you will receive or be directed to the following documents, which form the information set that UKCBC must provide under consumer law:

- a) these Terms and Conditions;
- b) programme information, including content, structure, delivery, assessment, costs and awarding arrangements;
- c) the Tuition Fee, Refund and Compensation Policy;
- d) the Student Protection Plan;
- e) the Student Handbook and relevant academic regulations;

f) policies governing conduct, engagement, appeals, and complaints.

5.2 By accepting an offer of a place, you agree to be bound by these Terms and Conditions and acknowledge that you have received the material information necessary to make an informed decision. This does not affect your statutory rights if information provided was inaccurate or misleading.

5.3 All policies referred to in these Terms and Conditions on the college website:

www.ukcbc.ac.uk

5.4 Where policies or procedures change, UKCBC will follow the requirements set out in Section 11 relating to amendments to terms and material changes.

6. Definitions

For the purposes of these Terms and Conditions:

6.1 “UKCBC”, “the Institution”, “we”, “us”, or “our”

means **[Legal Entity Name]**, registered in **[Jurisdiction]** with company number **[Company Number]**, including any lawful successor organisation.

6.2 “Student”, “you”, or “your”

refers to any individual who accepts an offer to study at UKCBC and thereby enters into a legally binding contract.

6.3 “Contract”

means the legally binding agreement between you and UKCBC that is formed when you accept an offer of a place on a programme.

6.4 “Admission”

occurs when you accept the offer of a place.

6.5 “Enrolment”

means completion of UKCBC’s registration processes, including verification of eligibility, identity, and academic records.

6.6 “Re-enrolment”

refers to the process by which continuing students confirm their progression into the next academic period.

6.7 “Programme”

means the course of study you are admitted to, including its modules, assessments, and learning outcomes.

6.8 “Awarding Body”

means the university or organisation responsible for awarding the final qualification, where applicable.

6.9 “Tuition Fees”

means the fees payable for tuition, support, facilities, and delivery of your programme as specified in the Tuition Fee, Refund and Compensation Policy.

6.10 “Self-funded student”

means a student personally responsible for payment of tuition fees.

6.11 “Sponsored student”

means a student whose tuition fees are paid by an approved third-party sponsor.

6.12 “Funded student”

means a student whose tuition fees are paid via Student Finance England (SFE).

6.13 “Public Funds”

means any funding provided directly or indirectly from public bodies, including but not limited to funding administered by the Student Loans Company.

6.14 “Ineligible Attendance”

means attendance, engagement, or participation that does not meet the eligibility criteria required for the receipt or retention of Public Funds.

6.15 “Misrepresentation”

means the provision of information that is false, misleading, incomplete, or not updated when required, whether knowingly or recklessly, where such information relates to eligibility, attendance, engagement, or funding.

6.16 “Student Protection Plan”

means the plan published by UKCBC in accordance with OfS regulatory requirements.

6.17 “Force Majeure Event”

means an event beyond UKCBC’s reasonable control that prevents or limits the delivery of normal services, such as fire, flood, severe weather, strikes, civil unrest, pandemics, or acts of terrorism. Such events do not remove UKCBC’s obligation to take reasonable steps to minimise disruption.

7. Legal Framework

7.1 These Terms and Conditions are informed by, and will be interpreted in accordance with, the following legislation and regulatory frameworks:

- a) Consumer Rights Act 2015
- b) Consumer Contracts Regulations 2013
- c) Competition and Markets Authority (CMA) guidance for Higher Education providers
- d) Equality Act 2010
- e) Education Act (No. 2) 1986
- f) Human Rights Act 1998

- g) Counter-Terrorism and Security Act 2015
- h) Data Protection Act 2018 and UK GDPR
- i) Higher Education and Research Act 2017
- j) Office for Students Conditions of Registration, particularly C1, C2 and C3

7.2 If legislation or regulatory requirements change, these Terms and Conditions will be interpreted in a manner consistent with the updated law.

8. Equality, Diversity and Inclusion

8.1 UKCBC is committed to providing an inclusive learning environment that promotes equality of opportunity for all students and staff.

8.2 UKCBC does not tolerate discrimination, harassment, victimisation or any behaviour that undermines equality.

8.3 UKCBC will make reasonable adjustments for students with disabilities or specific learning differences in accordance with the Equality Act 2010.

8.4 If you require adjustments, you should notify UKCBC as early as possible so that appropriate support can be arranged.

9. Admission and Enrolment

9.1 Admission to UKCBC occurs when you accept an offer of a place. At that point, the contract is formed, and both parties become legally bound.

9.2 Admission is subject to you satisfying the conditions specified in your offer, including identity verification, submission of required documentation, and meeting academic or English language requirements.

9.3 By accepting an offer of a place, you agree to:

- a) these Terms and Conditions;
- b) the Tuition Fee, Refund and Compensation Policy;

- c) the relevant student policies and regulations issued by UKCBC;
- d) the regulations of the Awarding Body (where applicable);
- e) provide accurate and truthful information throughout your application and studies.
- f) promptly notify UKCBC of any change in circumstances that may affect your eligibility to study or eligibility for Public Funds.

9.4 Your offer may be withdrawn, and your admission cancelled if you:

- a) provide false, misleading, or incomplete information;
- b) fail to meet conditions of your offer;
- c) fail to disclose relevant information (such as criminal convictions where required);
- d) fail to complete required enrolment processes;
- e) engage in behaviour incompatible with study at UKCBC.

9.5 After accepting your offer, you must complete enrolment before commencing your studies.

9.6 You may not be permitted to enrol or re-enrol if:

- a. you owe tuition fees from a previous period unless the fees are formally disputed under UKCBC procedures;
- b. you are suspended;
- c. you have been withdrawn for academic or disciplinary reasons;
- d. you fail to comply with UKCBC's enrolment requirements.

9.7 Any new criminal convictions must be reported and may be assessed in accordance with UKCBC policies.

9.8 Where UKCBC identifies that information provided by a student is inaccurate, incomplete, or misleading, and this affects eligibility, attendance, or funding, UKCBC may take action in accordance with these Terms and Conditions, including suspension, termination, and recovery of funds where appropriate.

10. Cooling off period

10.1 In accordance with consumer law, you have **14 days** from the date you accept your offer to cancel your contract with UKCBC without giving a reason.

10.2 This right applies regardless of when enrolment takes place.

10.3 To exercise this right, you must submit a notify UKCBC in writing at: **administration@ukcbc.ac.uk**

10.4 If you have paid any tuition fees during the cooling off period, these will be refunded in full. Refunds will normally be processed within **14 days** of receiving your cancellation notice.

10.5 If you cancel after the cooling off period has ended, your entitlement to any refund will be determined in accordance with the Tuition Fee, Refund and Compensation Policy.

10.6 If you withdraw after the start of teaching, you may be liable for part or all of your tuition fees depending on the timing of your withdrawal.

10.7 Your withdrawal date will be the date UKCBC receives your completed withdrawal form or written notification.

10.8 You may request to defer your place for up to one academic year. UKCBC will consider requests on an individual basis.

10.9 Deferral must be confirmed in writing by UKCBC.

10.10 If you are funded by Student Finance England, you must follow SFE guidance regarding your loan entitlement, payment arrangements and any implications of withdrawal.

10.11 If you are sponsored, UKCBC will notify your sponsor of any changes in your enrolment status where required.

11. Our Obligations

11.1 Quality and Standards

11.1.1 UKCBC will deliver your programme with reasonable care and skill, in accordance with:

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- a. the programme information provided before you accepted your offer
- b. applicable regulatory requirements
- c. the academic standards set by the Awarding Body, where relevant

11.1.2 UKCBC will take reasonable steps to ensure that teaching, assessment, academic support and learning resources are delivered as described in the information provided to you prior to contract formation.

11.1.3 UKCBC does not guarantee any particular academic outcome. Academic success depends on your engagement, effort and progression in accordance with academic regulations.

11.2 Student Protection Plan

11.2. UKCBC maintains a Student Protection Plan in accordance with OfS regulatory requirements.

11.2.5 The Student Protection Plan sets out the measures UKCBC will take to protect students if a risk arises that could materially affect programme continuation, including programme closure, institutional closure, or loss of awarding arrangements.

11.2.6 The Student Protection Plan is available before contract formation and forms part of the material information provided to you.

11.3 Changes to Programmes and Services

11.3.1 UKCBC will not make changes to your programme unless the change is necessary and reasonable.

11.3.2 Changes may be required for reasons including:

- a. regulatory or legal requirements
- b. changes required by the Awarding Body
- c. health and safety considerations
- d. unforeseen events beyond UKCBC's control.
- e. evidence based improvements to maintain academic quality or regulatory compliance.

11.3.3 UKCBC distinguishes between:

- a. minor changes, which do not materially affect the programme
- b. material changes, which may significantly affect content, structure, delivery, assessment, location, or award

11.3.4 Where a material change is proposed:

- a. UKCBC will consult affected students
- b. provide clear information about the change and its impact
- c. give reasonable notice
- d. offer appropriate remedies, which may include the right to withdraw without academic or financial penalty

11.4 Programme Information

11.4.1 Before accepting an offer, you will receive programme information including:

- a. programme content and structure
- b. delivery and assessment methods
- c. duration and academic calendar
- d. awarding arrangements
- e. any compulsory additional costs

11.4.2 UKCBC will ensure that programme information remains accurate and up to date.

11.5 Programme Suspension or Closure

11.5.1 If UKCBC is unable to continue delivering a programme, it will:

- a. notify affected students as soon as reasonably possible
- b. explain the reasons for the closure
- c. offer appropriate options, including transfer to a suitable alternative where available
- d. apply the Student Protection Plan

11.5.2 If no suitable alternative is available, you will be entitled to withdraw without penalty and may be eligible for a refund in accordance with the Tuition Fee, Refund and Compensation Policy.

12. Your Obligations

12.1 Engagement and Conduct

12.1.1 You are expected to engage fully with your programme, including attending teaching sessions, completing assessments, and participating in learning activities.

12.1.2 You must comply with UKCBC's Student Code of Conduct, academic regulations, and behavioural expectations.

12.1.3 Failure to meet behavioural or engagement requirements may result in disciplinary action, suspension, or termination in accordance with published procedures.

12.2 Academic Responsibilities

12.2.1 You are responsible for:

- a. meeting assessment deadlines
- b. complying with academic integrity requirements
- c. adhering to assessment and progression regulations

12.2.2 Academic misconduct will be handled in accordance with the Academic Misconduct Policy.

12.3 Communication and Contact Details

12.3.1 You must maintain accurate personal and contact details and regularly check your institutional email account and learning platforms.

12.3.2 UKCBC will normally communicate with you electronically. You are responsible for responding to communications within reasonable timeframes.

12.4 Attendance and Engagement Monitoring

12.4.1 UKCBC monitors attendance and engagement to support academic success and to meet regulatory, reporting, and funding requirements, including ensuring the accuracy of information submitted to public bodies.

12.4.2 Failure to engage may result in intervention, suspension, or withdrawal, following warnings and opportunities for improvement.

12.5 Disclosure of Relevant Information

12.5.1 You must disclose information that may reasonably affect your ability to study, including:

- a. relevant criminal convictions where required
- b. changes to visa or immigration status
- c. learning support needs

12.5.2 UKCBC will consider disclosures fairly and in accordance with its policies.

12.6 Accuracy of Information and Funding Eligibility

12.6.1 You must ensure that all information you provide to UKCBC remains accurate and up to date throughout your studies.

12.6.2 You must notify UKCBC promptly of any change in circumstances that may reasonably affect:

- a. your eligibility to study;
- b. your attendance or engagement status;
- c. your eligibility for Public Funds.

12.6.3 Failure to provide accurate information, or any Misrepresentation, may result in disciplinary action, suspension, termination of your contract, and recovery of any funds paid inappropriately.

13. Tuition Fees

13.1 Tuition Fee Information

13.1.1 The tuition fee for your programme, together with any compulsory additional costs, will be confirmed before you accept your offer.

13.1.2 Tuition fees are payable in accordance with the Tuition Fee, Refund and Compensation Policy.

13.2 Funded Students

13.2.1 If you are funded by Student Finance England, tuition fees are normally paid directly to UKCBC, subject to SFE eligibility and regulations.

13.2.2 You remain responsible for ensuring that funding arrangements are in place and for any fees not covered by SFE.

13.2.3 Where UKCBC identifies that Public Funds have been claimed or received in error, or as a result of Ineligible Attendance or Misrepresentation, UKCBC reserves the right to take corrective action, including recovery of such sums, in accordance with applicable law and policy.

13.3 Self-Funded and Sponsored Students

13.3.1 If you are self-funded or sponsored, you are responsible for ensuring tuition fees are paid in accordance with agreed schedules.

13.3.1 Failure to pay tuition fees may result in restrictions, suspension, or termination, following reasonable notice.

13.4 Fee Changes

13.4.1 UKCBC will not increase tuition fees during an academic year.

13.4.2 Any increase for subsequent academic years will:

- a. be communicated before re enrolment
- b. comply with regulatory limits
- c. be fair and transparent

13.5 Consequences of Non-Payment

13.5.1 If fees remain unpaid after reasonable attempts to resolve the matter, UKCBC may:

- a. suspend access to services
- b. withhold results or awards where permitted by the Awarding Body and regulatory requirements
- c. terminate the contract

These actions will be taken proportionately and in line with published procedures.

14. Refunds and Compensation

14.1 Refunds

14.1.1 Your eligibility for a tuition fee refund depends on:

- a. when you withdraw
- b. whether the cooling off period applies
- c. the Tuition Fee, Refund and Compensation Policy

14.1.2 Refund requests must be submitted in writing and will be processed within reasonable timescales.

14.2 Compensation

14.2.1 You may be eligible for compensation if UKCBC fails to deliver services with reasonable care and skill, or where material changes or closures occur.

14.2.2 Compensation will be assessed fairly and proportionately, taking account of the Student Protection Plan. Compensation decisions will be made following an individual assessment process

14.3 No Limitation of Statutory Rights

14.3.1 Nothing in this section limits your statutory rights under consumer law.

15. Suspension

15.1 Decision to Suspend

15.1.1 UKCBC may suspend a student from their programme where this is reasonable and proportionate to protect:

- a. the integrity of the academic process
- b. the safety or wellbeing of the student or others
- c. the learning environment
- d. compliance with regulatory or legal obligations

15.1.2 Suspension may be considered where there is evidence or reasonable concern relating to:

- a. alleged serious misconduct
- b. alleged academic misconduct
- c. serious or persistent breaches of the Student Code of Conduct
- d. failure to engage following repeated interventions
- e. concerns arising under the Fitness to Study Policy

15.1.3 Suspension may also be considered where there is evidence or reasonable concern that a student's conduct, engagement, or information provided has resulted in, or risks resulting in, the inappropriate use of Public Funds.

15.1.4 Suspension is a temporary measure and does not in itself constitute a disciplinary outcome.

15.2 Suspension Process

15.2.1 Before a decision to suspend is taken, UKCBC will normally:

- a. inform the student of the concerns
- b. give the student an opportunity to respond
- c. consider alternative measures where appropriate

15.2.2 In urgent cases where there is an immediate risk, UKCBC may impose a temporary suspension pending further investigation.

15.2.3 The terms of any suspension will be confirmed in writing and will specify:

- a. the reason for suspension
- b. its duration or review point
- c. any conditions attached
- d. the student's right to appeal

15.3 Appeal Against Suspension

15.3.1 A student may appeal a suspension decision in accordance with the Student Disciplinary Policy or Academic Misconduct Policy, as applicable.

15.3.2 An appeal must normally be submitted within the timescales specified in the relevant policy.

16. Termination

16.1 Termination by the Student

16.1.1 You may terminate your contract with UKCBC at any time by withdrawing from your programme.

16.1.2 To withdraw, you must:

- a. submit a Student Withdrawal Form, or
- b. notify UKCBC in writing via the designated registry or student services email address

16.1.3 The effective date of withdrawal will be the date UKCBC receives your written notification.

16.1.4 Your financial liability following withdrawal will be determined in accordance with the Tuition Fee, Refund and Compensation Policy.

16.2 Termination by UKCBC

16.2.1 UKCBC may terminate your contract where it is reasonable and proportionate to do so, including where you:

- a. fail to pay tuition fees after reasonable opportunities to resolve the matter
- b. fail to engage with your programme following repeated interventions
- c. fail to meet academic progression requirements
- d. breach the Student Code of Conduct or Academic Misconduct Policy
- e. fail to meet Fitness to Study requirements
- f. pose a risk to the health, safety, or wellbeing of yourself or others
- g. provide false, misleading, or incomplete information
- h. fail to disclose information that materially affects your eligibility to study
- i. engage in conduct that results in, or risks resulting in, the inappropriate use of Public Funds.

16.2.2 Termination will not normally occur without prior warnings and opportunities for improvement, unless the circumstances are sufficiently serious.

16.3 Appeal Against Termination

16.3.1 You have the right to appeal a termination decision.

16.3.2 Appeals must be submitted in accordance with:

- a. the Student Disciplinary Policy
- b. the Academic Misconduct Policy
- c. the Student Concerns and Complaints Policy

17. Complaints and Appeals

17.1 Student Complaints

17.1.1 UKCBC operates a Student Concerns and Complaints Procedure that complies with OfS Condition C3 and the OIA Good Practice Framework.

17.1.2 The procedure sets out:

- a. how to raise a concern
- b. formal complaint stages

- c. investigation processes
- d. timescales
- e. outcomes and remedies

17.2 Completion of Procedures and External Review

17.2.1 When internal procedures are exhausted, UKCBC will issue a Completion of Procedures letter.

17.2.2 You may then refer your complaint to the Office of the Independent Adjudicator for Higher Education (OIA).

17.2.3 Details of the OIA scheme are available at: <https://www.oiahe.org.uk>

18. Data Protection

18.1 Data Protection Obligations

18.1.1 UKCBC processes personal data in accordance with the UK GDPR and the Data Protection Act 2018.

18.1.2 Personal data will be used for purposes including:

- a. admission and enrolment
- b. delivery of education and support services
- c. regulatory and statutory reporting

18.1.3 UKCBC may share personal data with public bodies, including the Student Loans Company and the Office for Students, where necessary for purposes including funding verification, audit, fraud prevention, and compliance with regulatory obligations, in accordance with data protection law.

18.2 Privacy Information

18.2.1 Further information is provided in the Data Privacy Notice and Consent Policy.

18.2.2 You should read this policy before accepting an offer.

19. Events Beyond UKCBC's Control

19.1 Force Majeure Events

19.1.1 A Force Majeure Event is an event beyond UKCBC's reasonable control that prevents or significantly limits delivery of services.

19.1.2 Such events may include:

- a. natural disasters
- b. fire or flood
- c. pandemics or epidemics
- d. industrial action
- e. acts of terrorism or civil unrest

19.2 Impact and Mitigation

19.2.1 Where a Force Majeure Event occurs, UKCBC will:

- a. notify affected students
- b. take reasonable steps to minimise disruption
- c. keep students informed throughout the disruption
- d. consider alternative delivery arrangements

19.2.2 If disruption continues for an extended period, UKCBC will apply the Student Protection Plan.

20. General Legal Terms

20.1 Consumer Rights

20.1.1 This contract is a consumer contract.

20.1.2 Nothing in these Terms and Conditions limits your statutory rights under consumer law.

20.2 Variation of Terms

20.2.1 UKCBC will not make changes to these Terms and Conditions unless:

- a. the change is required by law or regulation, or
- b. the change is fair and reasonable

20.2.2 Where a material change is proposed, students will be informed in advance and appropriate remedies will be provided.

20.3 Liability

20.3.1 UKCBC will provide services with reasonable care and skill. Nothing in these Terms limits or excludes liability that cannot be limited by law. Where UKCBC fails to meet its obligations, you may be entitled to appropriate remedies including refunds or compensation in accordance with consumer law. Nothing in these Terms and Conditions limits UKCBC's liability for:

- a. death or personal injury caused by negligence
- b. fraud or fraudulent misrepresentation

20.4 Third Party Rights

20.4.1 Only you and UKCBC have rights under this contract.

20.5 Governing Law and Jurisdiction

20.5.1 These Terms and Conditions are governed by the laws of England and Wales.

20.5.2 The courts of England and Wales have exclusive jurisdiction.