

## TERMS OF SERVICE

### 1. Definitions and Interpretation

1.1. In these Terms of Service the following expressions shall have the following meanings:

**“Access Criteria”** means the access criteria and any specific requirements as may be applicable for accessing and receiving the relevant Services as published by UCAS on its website or otherwise made available and updated from time to time.

**“Administration Fee”** means such reasonable fees as UCAS may specify from time to time for specified administration or account activity.

**“Admissions Guide”** means the Admissions Guide and Decision Processing Manual, admissions manuals or guides or equivalent as may be applicable for each Scheme as updated and reissued by UCAS in each year and/or otherwise published on the UCAS website.

**“Agreement”** includes these Terms of Service, the Admissions Guide applicable to the relevant Services and any agreement executed by the parties containing the details of particular Services to be provided to the Customer by UCAS.

**“Applicant”** means a person who has submitted an Application.

**“Applicant Data”** means all data and information relating to an Applicant including their Personal Data.

**“Application”** means any submission for one or more Courses, made by an Applicant, through UCAS to include the supporting information used to make the decision on their application.

**“Awarding Body or Bodies”** means an awarding body that is responsible for awarding qualifications and confirming grades achieved by Applicants.

**“C&C”** means the period surrounding the main examination results publication and the processes which support the confirmation of acceptances onto a Course and/or the matching of unplaced Applicants to Courses.

**“Charges”** means the charges for the Services as notified to the Customer or Users. Charges include any Administration Fees payable.

**“Confidential Information”** means, in relation to a party or any Awarding Bodies all information, whether technical or commercial, disclosed in writing, electronically, on disc, orally or by inspection of documents or pursuant to discussions between the parties or between UCAS and an Awarding Body, and including information provided before the date of the Agreement, where the information either (a) is confidential in nature; (b) constitutes commercially sensitive information and/or trade secrets; (c) is identified as confidential at the time of disclosure; and/or (d) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, it being agreed that this definition shall include Embargoed Information.

**“Content”** means information, data, articles, communications, applications, images and sounds, video, games, including any associated software, or any other material contained on or available through the Services which is either owned by UCAS and/or by a third party.

**“Course”** means an undergraduate programme of study offered to Applicants for recruitment through the admissions Services provided by UCAS.

**“Course Data”** means information about all Courses including course title, mode of study, qualifications, entry requirements, campus and such other information relating to the Course.

**“Customer”** means a Higher Education Provider customer of UCAS which meets the Access Criteria as may be applicable to it for accessing and receiving the relevant Services from UCAS.

**“Decision Outcomes”** means the confirmation or rejection of offers made by the Customer to the Applicants and/or the outcomes of applications made by Applicants to the Customer in question.

**“DPA”** means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy including where applicable any guidance and/or codes of practice issued by the Information Commissioner or relevant regulator or government department in relation to such legislation.

**“Embargoed Information”** means any information including the Applicants’ Results and Decision Outcomes including without limitation any

associated information from which the Decision Outcomes can be derived which must not be released by the Customer before P-Day.

**“FOIA”** the Freedom of Information Act 2000 Freedom of Information (Scotland) Act 2002 together with any guidance and/or codes issued by the Information Commissioner or Scottish Information Commissioner or relevant regulator or government department in relation to such legislation.

**“Input Material”** means all documents, information (including contact information) and materials provided by or on behalf of the Customer relating to the Services, including any trademarks, Course Data and Applicant Data.

**“Intellectual Property Rights”** means all patents, copyright and related rights, trademarks, trade, business and domain names, goodwill or actionable claims for passing off, designs, database rights, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**P-Day** means the date(s) of publication of the Results by the Awarding Bodies or such other dates as the Awarding Bodies may stipulate and UCAS may notify the Customer.

**“Personal Data”** shall have the same meaning as in the DPA.

**“Results”** means the marks and outcomes of the exams and qualifications of the Awarding Bodies.

**“Scheme”** means the admissions system for a particular category of Courses and/or Course providers.

**“Services”** means the services provided by UCAS including admissions Services in relation to the Scheme(s) and any other services to include without limitation data information and data analysis products and services pursuant to these Terms of Service.

**“Suspension”** means the temporary or permanent block placed by UCAS on some or all of the Services the Customer normally uses and **“Suspend”** shall be construed accordingly.

**“Third Party Vendor”** means any third party provider which is engaged by the Customer to support the Customer in order for the Customer to receive the Services from UCAS.

**“UCAS Materials”** means all documents, UCAS Software, UCAS Content, products, services, data, text and images and any other materials or equipment supplied by or developed by UCAS in relation to the Services.

**“UCAS Software”** means software which UCAS owns or licenses from a third party and, in either case, licenses and/or otherwise makes available to the Customer via or as part of or in connection with the Services.

**“User”** means an individual who is permitted by the Customer to use the Services in accordance with these Terms of Service including any Third Party Vendor.

- 1.2. References to any statutory or regulatory provision will (a) include any relevant Act of Parliament, subordinate legislation or other enforceable right and (b) be construed as references to that provision as may be amended, replaced, extended, consolidated or re-enacted from time to time.
- 1.3. Headings are for convenience only and shall not affect the construction of the Agreement.

### 2. Provision of Services

2.1 As UCAS is continuously enhancing and evolving its Services and adding new services, UCAS reserves the right to vary, update or replace these Terms of Service by giving reasonable notice to the Customer which shall normally be 30 days’ notice, subject to any changes, such as those demanded by a regulator, which may need to take immediate effect.

2.2 Where the Services are dependent on the Customer supplying Input Material or any general data or information required by UCAS, the Customer undertakes to:

- 2.2.1 provide such Input Material in a timely manner as UCAS may reasonably require;

- 2.2.2 keep the Input Material up to date and in accordance with such timescales as UCAS may advise from time to time; and
- 2.2.3 ensure that all Input Material is correct and accurate and complies with all applicable law.
- 2.3 The Customer shall comply with the requirements set out in the Admissions Guide.
- 2.4 Should the Customer wish to give access to any Third Party Vendor to receive or process on the Customer's behalf any Services and/or Content provided by UCAS, the Customer agrees that it is responsible and liable for the compliance by its Third Party Vendor with the terms of this Agreement and shall be and remain liable to UCAS for any breach of this Agreement by such Third Party Vendor. UCAS reserves the right to deny, limit or withdraw access to any Third Party Vendor in the event of any breach of the Agreement by them or the Customer.
- 2.5 The Customer agrees that for certain Services and to ensure the accuracy of application statistics and to maintain the integrity of the admissions Services provided by UCAS for the benefit of all its Customers, the Customer shall recruit to all its Courses through UCAS.
- 3 Third Party Content**
- UCAS has no or limited control over the availability, value or quality of Content offered by third parties via the Services. Content is obtained from a large range of sources and is supplied to the Customer on an "as is" basis. UCAS is not responsible or liable for any error in any third party Content but shall seek to remedy any such error which is brought to its attention. UCAS is not responsible or liable in any way for any loss or damage resulting from any action that the Customer takes in reliance on any Content.
- 4 General Service Limitations**
- 4.1 UCAS shall take all reasonable steps to make the Services available to the Customer at all times. However, the Customer acknowledges and agrees that no Service can be guaranteed to be a continuous fault-free service. Quality and the availability of Services may sometimes be affected by factors outside UCAS' control. The Customer acknowledges and accepts that it is reasonable that:
- 4.1.1 as UCAS introduces new Services, applications and technologies, these may be made available to the Customer subject to certain limitations or restrictions notified to the Customer at the relevant time; and
- 4.1.2 the UCAS Software and IT systems on which the Services rely may from time to time require upgrading, modification, maintenance or other works. These may result in temporary interruption or unavailability of some or all of the Services although UCAS shall endeavour to keep such disruption to a minimum particularly at peak periods of activity for majority of Customers, such as the C&C period. For any pre-planned work, UCAS shall give as much notice as reasonably practicable before any temporary interruption to Services is effected by UCAS.
- 5 Use of Content**
- 5.1 UCAS shall make Content available to Customers and Users via the Services. All such Content is subject to the terms of the Agreement and on such additional licence or other terms as will be communicated to the Customer by UCAS or a third party, which the Customer accepts by accessing such Content.
- 5.2 UCAS reserves the right to withdraw, limit or suspend access to the Content it makes available under the Agreement at any time. The Customer undertakes that it will not and that its Users will not:
- 5.2.1 copy, modify, store, forward, publish or distribute any Content without the prior written consent of UCAS or the relevant rights owners; or
- 5.2.2 use Content other than for purposes contemplated in these Terms of Service and not for any other commercial purpose or distribution to any third party (unless expressly permitted by the terms upon which such Content has been provided to the Customer).
- 6 Software**
- 6.1 UCAS warrants that the UCAS Software shall conform in all material respects to any associated documentation supplied by UCAS if the UCAS Software is used in accordance with such documentation and no unauthorised modifications are made to the UCAS Software. UCAS does not warrant that the UCAS Software will meet the Customer's requirements or that operation of the UCAS Software will be uninterrupted or error-free. UCAS' sole obligation and liability for breach of this warranty will be to repair or replace the defective UCAS Software as soon as reasonably practicable.
- 6.2 UCAS Software is licensed to the Customer on a non-exclusive, revocable basis solely to access the Services for the duration of the Agreement.
- 6.3 The Customer undertakes that it will not and that its Users will not, copy, adapt, modify, decompile, reverse engineer, disassemble, translate, distribute, sub-licence, rent, lease, allow any third party access to or otherwise deal with any part of any UCAS Software in any way or create derivative works based on the UCAS Software.
- 6.4 The Customer undertakes not to use the UCAS Software to develop or market any software which is substantially similar in function and expression to any UCAS Software.
- 7 Charges and Payment**
- 7.1 UCAS shall invoice the Customer in respect of the Charges together with all VAT due in accordance with the periods set out in the Admissions Guide or otherwise notified to the Customer. The Customer shall pay each invoice submitted to it by UCAS within 30 days of the date of invoice.
- 7.2 UCAS may in its absolute discretion accept payment of Charges by credit card. Any Administration Fee or charges incurred as a result of processing such payment (including for the avoidance of doubt any charges relating to rejected or declined payments) will be passed onto the Customer and invoiced accordingly.
- 7.3 If the Customer disputes any part of an UCAS invoice, the Customer shall notify UCAS in writing of the dispute within 14 days of the date of such invoice. The Customer shall pay the undisputed portion of the invoice in accordance with the terms of the Agreement and in good faith co-operate with UCAS to resolve the dispute.
- 8 Financial and Suitability Assessments**
- 8.1 The Customer agrees and acknowledges that for some Services the relevant Charges may not be invoiced until after the Service has been provided and that it is reasonable for UCAS to assess the Customer's ability to pay for any such Services. The Customer must also meet the requirements of the Access Criteria at all times. Accordingly this Agreement is subject to the Customer's credit or otherwise suitability status, as determined in UCAS' sole opinion, to be sufficient to enable the Customer to comply with its obligations under this Agreement and the Customer's continued compliance with the Access Criteria. The Customer agrees that UCAS may, prior to supplying any particular Services, and at such other times as it may deem appropriate during the provision of the Services, carry out a credit assessment of the Customer and audit the Customer's compliance with the Access Criteria. UCAS may use credit scoring and/or other decision-making systems when assessing the Customer's status from time to time. If the Customer's credit status is not acceptable to UCAS or the Customer does not meet the Access Criteria then UCAS reserves the right to refuse to supply and/or Suspend particular Services, terminate this Agreement by written notice to the Customer, impose a credit limit (where the Customer's credit status is not acceptable) and/or a limit on the supply of Services.
- 8.2 If the Customer believes that UCAS' assessment is incorrect, UCAS will review the Customer's eligibility. However, UCAS cannot accept any responsibility for the accuracy of information provided from credit reference agencies nor does it accept any liability for the consequences of UCAS declining to provide any Services to a Customer, terminating this Agreement or restricting the supply of Services to the Customer.
- 9 Deposits**
- UCAS may request that the Customer pays on account a deposit for such sum as UCAS may deem appropriate prior to the provision of particular Services, or before reinstating Services after any Suspension, or if the Customer fails to pass any credit assessment performed from time to time pursuant to clause 8. Deposits will be held for 12 months from the date of receipt and then refunded to the Customer upon request. UCAS does not pay interest on deposits. UCAS may set off deposits against any amount that the Customer owes under the Agreement. Any balance left after such set off will be refunded to the Customer.
- 10 Customer's Sole Use and Group Company Benefit**
- 10.1 The Customer acknowledges that the Services under the Agreement are for the sole and exclusive benefit of the Customer and its Users and nothing in the Agreement authorises or entitles the Customer to re-sell, re-supply or otherwise distribute the Services without the prior written agreement of UCAS.
- 10.2 If the Customer wishes any other company within its group to receive the benefit of Services under the Agreement, the Customer must first obtain the prior written consent of UCAS (which may be conditional upon the execution of any appropriate documents as may be deemed by UCAS). The

Customer shall be liable to UCAS for any acts or omissions of such affiliates, entities and companies including any Third Party Vendor which constitute a breach of this Agreement.

#### **11 Data Security**

The Customer and UCAS shall comply with their respective obligations in respect of data security as set out in the Agreement or otherwise notified to the Customer.

#### **12 Data Protection**

- 12.1 Each party shall comply with their obligations under the DPA and ensure that Personal Data is used at all times in compliance with the DPA.
- 12.2 The Customer indemnifies UCAS for all liabilities, costs, expenses, damages and losses (including direct losses, loss of profit, loss of reputation and all interest, penalties, legal and other reasonable professional costs and expenses suffered or incurred by UCAS) as a result of the breach of DPA obligations under this Agreement by the Customer.

#### **13 Confidentiality**

- 13.1 Except as otherwise expressly stated in the Agreement, the parties shall keep confidential all Confidential Information including Embargoed Information communicated in confidence or obtained as a result of the relationship under or leading to the Agreement.
- 13.2 Each party shall only use such Confidential Information for purposes related to the performance of the Agreement. This obligation of confidentiality shall survive termination of the Agreement for a period of six years. However disclosure is permitted in the following circumstances:
  - 13.2.1 disclosure of Embargoed Information on P-Day (as defined in clause 1.1) or a date specified by UCAS in writing for release of the Embargoed Information;
  - 13.2.2 by UCAS disclosing any Confidential Information to any company within its corporate group;
  - 13.2.3 by reason of any law, regulatory requirement, court order or order of a competent statutory authority;
  - 13.2.4 by UCAS to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's performance in meeting its obligations under the Agreement; or
  - 13.2.5 by UCAS as may be permitted by UCAS' DPA notification to the Information Commissioner's Office (ICO) or pursuant to the DPA or an investigation by the ICO.

#### **14 Embargoed Information**

- 14.1 In respect of Embargoed Information and where applicable to the Customer, the Customer further undertakes that:
  - 14.1.1 it shall not disclose and/or discuss the Embargoed Information to any Applicant or to any other third party before P-Day or such later date as shall have been notified to it by UCAS;
  - 14.1.2 it shall not respond to any communication from any third party or person who is not a party to the Agreement (including an Applicant, a journalist, or any person representing the same) before P-Day or such later date as shall have been notified to it by UCAS, and shall notify UCAS should it receive any such request from a third party;
  - 14.1.3 it shall immediately notify UCAS if it becomes aware of any breach by the Customer, its agents and/or employees of any obligation in relation to the Embargoed Information or DPA under the Agreement; and
  - 14.1.4 it shall comply with any additional restrictions applicable to the Embargoed Information as may be set out in the Admissions Guide and/or provided by separate instructions from UCAS.
- 14.2 The Customer acknowledges that:
  - 14.2.1 UCAS has entered into an agreement "AB Agreement" with the Awarding Bodies for the provision of Results to UCAS in order that UCAS may provide the Services;
  - 14.2.2 Should the AB Agreement expire or terminate, the Customer's rights to use the Results shall terminate, and the Customer shall, if so requested by UCAS, immediately deliver to UCAS or destroy all copies of the Results in its possession and certify in writing that it has fulfilled its obligations under this clause 14.2.2;
  - 14.2.3 the Intellectual Property Rights in the Results will remain vested in the Awarding Bodies;
  - 14.2.4 UCAS shall not be liable for non-delivery or late delivery of the Results or any errors or omissions in the Results which have been caused directly or indirectly by a breach by one or more of the Awarding Bodies or the termination (including partial termination) of the AB Agreement.

14.3 The Customer shall provide UCAS and the Awarding Bodies with such assurance as they may reasonably require from time to time in respect of the security of the Results processed by the Customer, to comply with this clause 14.

14.4 UCAS reserves the right to withhold or withdraw the Customer's access to the Results or impose any sanction as may be appropriate where there has been a breach of this clause 14 by the Customer.

#### **15 Freedom of Information Act**

The parties acknowledge and agree that they may both be subject to the requirements of the FOIA and shall reasonably assist and cooperate with each other to comply with their respective disclosure obligations. However, the Customer acknowledges that UCAS' obligations to disclose information under FOIA are limited by its status and designation and nothing in the Agreement shall compel UCAS to disclose any information which it would ordinarily be exempt from disclosing.

#### **16 Intellectual Property Rights**

- 16.1 As between the Customer and UCAS, all Intellectual Property Rights and all other rights in the UCAS Materials shall be owned by UCAS.
- 16.2 UCAS hereby grants to the Customer a world-wide, royalty free, non-exclusive, non-transferable licence to use the UCAS Materials for the duration of the Agreement to the extent necessary to enable the Customer to receive the benefit of the Services.
- 16.3 UCAS warrants that it has all necessary rights to grant a licence pursuant to clause 16.2 and that the Customer's use of such licence shall not infringe any Intellectual Property Rights of any third party.
- 16.4 The Customer hereby grants to UCAS a world-wide, royalty free, non-exclusive, non-transferable licence to use all Input Materials supplied to UCAS pursuant to the Agreement for the duration of the Agreement to the extent necessary for the purposes of providing the Services to the Customer.
- 16.5 The Customer warrants that it has all necessary rights to grant a licence pursuant to clause 16.4 and that UCAS' use of such licence shall not infringe any Intellectual Property Rights of any third party.

#### **17 Suspension of Services**

- 17.1 UCAS may Suspend some or all of the Services:
  - 17.1.1 if UCAS has reasonable grounds to believe that the Customer or a User has not complied with the Agreement. UCAS will notify the Customer of such Suspension and the reasons for it as soon as reasonably possible (and where reasonably practical, will endeavour to give notice in advance of such Suspension);
  - 17.1.2 if the Customer does not pay a Charge when due and fails to remedy such non-payment within [7] days of written notification from UCAS (save whether such Charge is disputed in good faith). Such Suspension shall remain in force until the Customer has paid all amounts owed to UCAS;
  - 17.1.3 if in UCAS' reasonable opinion the Customer no longer meets the Access Criteria;
  - 17.1.4 if the provision of the Services to the Customer would or be likely to damage, or the acts or omissions of the Customer have damaged, the goodwill or reputation of UCAS; or
  - 17.1.5 in respect of an individual User without notice if a complaint has been made against that User in relation to a suspected act or omission which constitutes a breach of the Agreement. UCAS will endeavour to notify the Customer at the earliest opportunity of any such investigation or Suspension. The complaint will be investigated and Services will remain Suspended until UCAS receives the results of that investigation.
- 17.2 Suspension shall not affect the Customer's obligation to pay Charges during any period of Suspension. Except where expressly otherwise agreed, UCAS reserves the right to charge the Customer a reasonable Administration Fee for reconnection and removal of any Suspension.

#### **18 Termination for Breach**

- 18.1 Either Party may terminate the Agreement (in whole or in part, including termination of any individual Service) if the other party is in material or persistent breach of the Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be remedied. If the breach is not remedied within 21 days of the date of the notice then the Agreement shall end on the expiry of the 21 day notice period. If the breach is not remediable, termination will take effect immediately.
- 18.2 If UCAS has reasonable grounds for believing that a User or the Customer is in breach of any of clauses 5, 6, 10, 11, 12, 13, or 14, UCAS may immediately Suspend the Services under clause 17 and if the Customer fails

to correct such breach (if capable of remedy) within 7 days of receiving notice of such breach, UCAS may immediately terminate the Agreement by written notice to the Customer.

## **19 Termination for Insolvency**

19.1 Either party may terminate the Agreement in whole or in part immediately by notice in writing if the other party:

19.1.1 ceases, threatens to, or suspends trading or carrying on business (other than temporarily by reason of a strike); or

19.1.2 suspends payment of its debts or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or commits any act of insolvency, or enters into a composition or voluntary arrangements with its creditors, or has a receiver or administrator appointed over the whole or any part of its business or assets, or has a creditor's winding up petition advertised against it in the appropriate gazette, or passes a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction), or is the subject of any action or procedure commenced in any jurisdiction which is similar to or analogous with any above-mentioned action or procedure.

## **20 Termination for Convenience**

Either party may terminate the Agreement in whole or in part by giving the other party not less than 30 days' written notice, such notice to expire after a complete admissions cycle.

## **21 Liability**

21.1 Each party limits its liability to the other in aggregate for all claims (whether brought in contract, tort, (including negligence), breach of statutory duty, misrepresentation, or by way of indemnity or otherwise) arising out of or in connection with the Agreement to 100 per cent of the average annual Charges paid or payable by the Customer.

21.2 Nothing in the Agreement excludes or limits:

21.2.1 either party's liability for negligent acts or omissions of its employees or agents causing death or personal injury to any person;

21.2.2 UCAS from recovering Charges or other sum due from the Customer; or

21.2.3 any liability to the extent it cannot be excluded or limited under applicable law.

21.3 Neither party shall have any liability to the other whether in contract, under statute or tort (including negligence) or otherwise for any of the following loss or damage:

21.3.1 loss of business, revenue or profits,

21.3.2 loss of anticipated savings,

21.3.3 damage to goodwill or reputation,

21.3.4 loss or corruption of data or of software, or

21.3.5 consequential or indirect loss.

21.4 UCAS does not accept liability for the accuracy of any information provided by an Applicant or any referee of an Applicant in relation to his or her identity, education and employment record or other detail within the Application or Applicant Data.

## **22 Notices**

All notices, consents and approvals under this Agreement shall be given in writing and must be served by post, facsimile or e-mail. All invoices and notices served by post will be sent to the address given by one party to the other (or such other address as may be notified from time to time). Notices by post will be deemed served 48 hours after they are sent, or on earlier proof of delivery; facsimiles are deemed served at the time of transmission; and notices served by email, will be deemed served at the time the email was sent on a business day (if not, on the next business day), with proof of copy of the sent email, record of time it was sent and the email address to show notice has been given. Notices must be sent to both UCAS' General Counsel and the Customer's UCAS Relationship Manager.

## **23 Variations**

Save as otherwise provided in the Agreement, the Agreement may be varied or amended only by the written agreement of both parties.

## **24 Waiver**

The failure to exercise or delay in exercising a right or remedy under the Agreement does not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise or waiver of any right or remedy under the Agreement shall prevent any further exercise of the right or remedy.

## **25 Force Majeure**

The parties will not be liable to one another to the extent that the other party is unable to perform an obligation or provide Services because of any factor outside its control, including but not limited to changes in applicable law, Acts of God, industrial action, default or failure of a third party, war, riot, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.

## **26 Exclusion of Third Party Rights**

The Agreement is intended and agreed to be solely for the benefit of the Customer and UCAS and their permitted assignees. No third party shall acquire any benefit, claim or rights of any kind pursuant to, under, by or through the Agreement under the Contract (Rights of Third Parties) Act 1999.

## **27 Assignment**

The Customer may not assign any of its rights under the Agreement without UCAS' prior written consent (such consent not to be unreasonably withheld).

## **28 Whole Agreement**

28.1 The Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all proposals and prior agreements, arrangements and understandings between the parties relating to the subject matter of the Agreement. Services are supplied only on the terms and conditions of the Agreement and no provisions in any purchase order or other document submitted at any time by the Customer will be of any effect.

28.2 Both parties acknowledge that they have not entered into the Agreement (or any part of it) in reliance on any warranties, representations, covenants and undertakings except as expressly stated in the Agreement.

28.3 No term, condition or warranty will be implied into the Agreement by statute or otherwise, whether relating to fitness for purpose or otherwise, except to the extent that such implied provision may not be lawfully excluded by contract.

## **29 Dispute Resolution**

If any dispute arises between the parties with respect to any matter under the Agreement either party may request that the matter be referred for consultation between the parties at senior management level. If the dispute is not resolved through the consultation within 21 days, the parties will attempt in good faith to resolve the dispute through a procedure (such as mediation, conciliation or executive tribunal or other dispute resolution technique) recommended by the Centre for Effective Dispute Resolution or any equivalent replacement body. The costs and fees of any such procedure shall be borne equally by UCAS and the Customer, unless otherwise determined within that dispute resolution procedure.

## **30 Law and Jurisdiction**

The Agreement is governed by and shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.