



TERMS AND CONDITIONS

Thank you for visiting our website <https://www.smscqualitymark.org.uk/> (the “Site”).

The Site is owned and operated by The Citizenship Foundation (“we”, “us”, or “our”), trading as Young Citizens, a company registered in England and Wales with company number 02351363 and with our registered office at 37 Heneage Street, London E1 5LJ. We are a registered charity with registration no. 801360. Our registered VAT number is 867581083.

You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form [<https://www.smscqualitymark.org.uk/contact-us/>];
- (c) by telephone, on the contact number published on our website; or
- (d) by email, using the email address published on our website.

Credit

This document includes content from an SEQ Legal document from Website Contracts (<http://www.website-contracts.co.uk>).

1. THESE TERMS

- 1.1 These Terms and Conditions (the “terms”) together with our [Privacy Policy](https://www.youngcitizens.org/privacy-policy) [<https://www.youngcitizens.org/privacy-policy>], and any other policies that may be posted on the Site from time to time, set out the terms on which you may use the Site. The terms govern any services we provide to you and any purchases you make through the Site or any verification bookings you make through the Site.
- 1.2 Please read the terms carefully before you use the site or purchase the “**self-review tool**” or book a “**verification**” or any other paid-for service on this site as the terms will apply to your use of the site and any purchases made in connection to content delivered through it. The terms are a binding document which govern access to and use of the site by users.
- 1.3 If you are using services or products provided by us to you on a paid-for basis please be aware of our paid-for services terms and conditions which are an integral part of our terms. We recommend that you print a copy of the terms for future reference.



- 1.4 By using the site, you indicate that you accept and agree to the terms. Before purchasing the “**self-review tool**” or booking a verification service or training on the site you will be asked to agree again to the terms. If you do not agree with or refuse to accept the terms, you cannot use the site or any other part of our services or otherwise make any purchases through our site.
- 1.5 Your privacy is very important to us. Please read our [Privacy Policy](https://www.youngcitizens.org/privacy-policy) [\[https://www.youngcitizens.org/privacy-policy\]](https://www.youngcitizens.org/privacy-policy) to understand how we protect your personal information.

2. ABOUT US

- 2.1 Young Citizens hosts the SMSC Quality Mark online self-review tool and booking of the verification and training services on the Site.

3. CHANGES TO THESE TERMS

- 3.1 The terms may be amended or updated from time to time at our sole discretion. If we make material changes to the terms, we will notify you through the email address associated with your account. However, it is your responsibility to access and check the terms every time you access the Site. You can do this at any time by visiting: <https://www.smscqualitymark.org.uk/terms>.
- 3.2 The latest version of the terms will govern any future use by you of the Site. However, please note that if you make any purchase through the Site, the terms in force at the time of your order will apply to your contract with us.
- 3.3 These terms were last updated in October 2020.

4. CHANGES TO THE SITE

- 4.1 We may update and change the Site from time to time. Please note that any of the content on the Site may be out of date at any given time. We are under no obligation to update it and we do not warrant or guarantee that the Site, or any content on it, will be free from errors or omissions.
- 4.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website or to amalgamate its content into an alternative site, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

5. REGISTRATION AND ACCESSING OUR SITE

- 5.1 When you register to access content on the Site you must provide us with your name and contact details. Access to the self-review tool is available only to the registered account holder. It is your responsibility to keep any registration information (including



any email address associated with your account) up to date. You must not misrepresent your identity or impersonate any third person. Unless specified otherwise, registered accounts must not be used by any other person than the registered person or institution.

- 5.2 You are responsible for maintaining the confidentiality of any password or login details associated with your account and you may be held liable for any unauthorised actions and activities associated with your account, even if a third party uses your account without your knowledge. If you become aware of any unauthorised use of your account, we recommend that you change your password immediately. You should notify us immediately via email at smsc@youngcitizens.org if you become aware of any disclosure of your password or of any unauthorised use of your account.
- 5.3 We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the terms.
- 5.4 Users may cancel their Site account at any point by contacting us using the specified methods at the top of these terms.
- 5.5 We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, restrict, discontinue or change all or any part of the Site without notice.
- 5.6 You are responsible for making all arrangements necessary for your access to the Site. We will not be liable to you if for any reason the Site is unavailable at any time or for any period. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of the terms and other applicable terms and conditions, and that they comply with them.

6. PAID-FOR SERVICES

- 6.1.1 The Site is intended for the promotion and delivery of our products for the UK education market. Although we accept orders from addresses outside the UK the fulfilment of services is at our sole discretion. If you are located overseas you are advised to seek guidance prior to making a purchase.
- 6.2 **Self-review tool**
 - 6.2.1 Representatives or employees using the Site (“users”) who purchase the self-review tool by credit card for and on behalf of a school or organisation will gain full access to the self-review tool immediately. Access to the self-review tool will run for three (3) calendar years from the date of payment (“**the subscription period**”).
 - 6.2.2 Representatives or employees using the Site (“users”) who purchase the self-review tool by purchase order or cheque for and on behalf of a school or organisation will

gain full access to the self-review tool following payment. Access to the self-review tool will run for three (3) calendar years from the date of your order (“**the subscription period**”).

6.3 **Verification services**

- 6.3.1 There are two types of verification services: verification or verification-plus (together, the “**verification services**”). The verification services can be paid for by users on the Site.
- 6.3.2 Verification consists of a visit to the users’ designated location by us or our representative in accordance with the suggested timetable (clause 6.3.13), to independently verify the outcome generated from the self-review tool (the “**verification visit**”).
- 6.3.3 Verification-plus consists of two visits. In addition to the verification visit, there will be another 90-minute visit (the “**consultation visit**”), which should take place ideally three to four months prior to the verification visit. The consultation visit is a consultation session using, where possible, the initial responses to the self-review tool as a basis to offer advice, guidance, and support.
- 6.3.4 Visits for either the verification or the verification-plus may be in whole or part through virtual means, for example, through the use of online conference software, by mutual agreement of the purchaser and ourselves.
- 6.3.5 Users who purchase verification or verification-plus on the Site will be contacted by us or our representative, to begin the booking process for the verification visit, and, where applicable, the consultation visit. We cannot guarantee availability of the verification visit and/or consultation visit on any given date. Subject to our privacy policy, we will collect, store, use and share with our contracted representatives, details of your booking and your self-review tool. The person conducting the verification visit and/or consultation visit (the “verifier”) is subject to change at our sole discretion.
- 6.3.6 Users will be invoiced by us shortly after confirming the booking of the verification visit and/or consultation visit (the “booking invoice”).
- 6.3.7 Travel fees incurred in relation to the verification visit and/or consultation visit by us or our representatives are in addition to the fee charged for the verification or verification-plus. We will endeavour to provide an estimate of the travel fees in advance of the booking confirmation. Travel fees will be invoiced in the booking invoice or separately invoiced following the verification visit and/or consultation visit.
- 6.3.8 In rare circumstances, we may need to stay near the users’ designated location in relation to the verification visit and/or consultation visit. Where applicable, the cost of reasonable accommodation (the price of which will be agreed with the users prior to confirming the booking) and subsistence expenses (up to a maximum additional charge of £20 per overnight stay) will be added to the booking invoice.

6.3.9 In relation to any invoice issued, including the booking invoice, payment is due in full within thirty (30) days of when the invoice is issued, and must be accompanied with the invoice reference number.

6.3.10 By confirming the booking with us or our representative, users indicate that they understand and acknowledge that:

(a) A fully completed self-review tool should be submitted at least fourteen (14) days prior to the verification visit and/or consultation visit. If completion of the self-review tool is not possible by that time, users need to inform us as soon as practicable and provide a proposed date for the submission of the fully completed self-review tool, which must, in any event, be no less than seven (7) days prior to the verification visit.

(b) Users may be asked by us or our representative to answer questions regarding the responses given on the submitted self-review tool.

(c) Users have reviewed the suggested timetable for a verification visit, and will communicate any necessary changes to the suggested timetable to suit the particular school day to us or our representative as far as possible in advance of the verification visit, and in any event no less than five (5) days prior to the verification visit.

6.3.11 If users need to change the date of the verification visit and/or consultation visit, they must inform us of the change as soon as possible. We cannot guarantee availability of the verification visit and/or consultation visit on the alternative date proposed. The date of the verification visit and/or consultation visit can only be changed once, **and any new date must take place within 6 months of the previous booking**, unless there are exceptional circumstances. Users will be liable for any non-refundable or non-transferable costs incurred by us or our representatives.

6.3.12 Users can cancel a verification visit and/or consultation visit by giving notice to us. There will be no charge if notice is given more than thirty (30) days in advance of the relevant visit. A charge of fifty (50) per cent of the costs invoiced if notice is made between five (5) working days and thirty (30) days of the relevant visit. Where cancellation is notified within less than five (5) working days of the relevant visit, full payment of the costs invoiced will be required. Exceptional circumstances may be considered at our sole discretion. In any case, users will be liable for any non-refundable or non-transferable costs incurred by us or our representatives.

6.3.13 In rare circumstances, we may need to postpone a verification visit and/or consultation visit due to unforeseen circumstances (including illness of the verifier) or circumstances beyond our control. Due to the level of preparation undergone by the verifier prior to the visit, it is not always beneficial to provide a replacement verifier for the same date. However, we will endeavour to rearrange the verification visit and/or consultation visit for a mutually acceptable date as soon as reasonably practicable.

- 6.3.14 Following the verification visit, the final level will be agreed by way of a written report and confirmed by the SMSC Quality Mark Manager, and where appropriate, the Quality Mark Panel. The Head teacher, SMSC Lead, and/or users (as applicable), will be notified within ten (10) working days of the date of the verification visit, such notification to include a verification report, a National SMSC Quality Mark digital logo, and a certificate indicating the level achieved. The SMSC Quality Mark Award is valid for three (3) years from the date of verification, during which time users will also have access to the self-review tool.
- 6.3.15 We often congratulate organisations which we successfully verify through our social media accounts. If you do not wish to be mentioned, please inform us in advance of or during the verification visit.
- 6.3.16 Users must copy us into any communications with the verifier (where applicable) at any time, and users must not attempt to solicit additional services from them directly.

7. RENEWALS

- 7.1 If you purchase the self-review tool, at the end of the Subscription Period, our contract with you will expire immediately and access to all content will lapse automatically, unless the self-review tool is renewed prior to the expiry of the Subscription Period in accordance with the Terms.
- 7.2 For the avoidance of doubt, the renewal constitutes a new contract between us and you, the User. The Terms in effect at the time of the renewal will apply to your purchase. The applicable price of the self-review tool will be that displayed on the point of sale at the time of renewal.
- 7.3 Users will be notified by email when the self-review tool is due to expire via the registered account holder, but it is users' responsibility to be aware of their expiry date and to plan accordingly.

8. OUR CONTRACT WITH YOU

- 8.1 The Site will guide you through the steps required to place an order with us. Please take the time to read and check your details during the order process.
- 8.2 After you place an order, you will receive an email from us acknowledging that we have received your order ("**order confirmation**"). If you have paid by credit or debit card, our contract with you will begin immediately and you will receive instant access to all Site content.
- 8.3 If you have asked us to invoice you, we will not be able to fulfil your order and grant access to the website until we have received payment. On receipt of payment, you will receive an email from us informing you that you have access to your self-review tool.

8.4 If we are unable to accept your order for any reason, we will not charge you for the product.

9. PAYMENT AND PRICE

9.1 All amounts and fees stated or referred to in the terms shall be payable in pound sterling and are, except where it is expressly stated otherwise, non-cancellable and non-refundable.

9.2 You shall pay all sums due to us under the terms by the means of the payment specified on the Site and without any set-off, deduction, counterclaim, and/or any other withholding of monies.

9.3 No payment or refund will be given to you for any downtime in respect of the content or services you have purchased or for your inability to access any content or services due to technical problems beyond our control.

9.4 The prices for all content and services are displayed at the point of sale. These prices may be changed from time to time at our sole discretion and will be effective from the date of posting at the point of sale. Every time you place an order for content or services (including for renewal of a subscription for content or services), the displayed price at the time of your order will apply to the contract between you and us. For the avoidance of doubt, any change to the price of any of the content or services following the placement of your order will not apply retrospectively to such order.

10. CANCELLATION

10.1 You have a right to cancel your contract with us under the Consumer Contracts Regulations 2013 during the cancellation period, subject to the below terms. The cancellation period will expire at the end of 14 days from the day after we email you your order confirmation or, if earlier, at the point you begin to download or stream any content.

10.2 During the cancellation period, if you change your mind or decide for any other reason that you do not want to receive or keep your subscription services you can notify us of your decision to cancel the contract and receive a full refund. You have no right to cancel the self-review tool subscription after you have begun to download or stream any content.

10.3 To meet the cancellation deadline, you must send your communication of cancellation before the 14-day period has expired.

10.4 If you consented to immediate delivery of digital content on your receipt of either your order confirmation or subscription activation, as applicable, you do not have a right to cancel.



- 10.5 To cancel your order, please let us know by contacting us in one of the following ways detailed below, including details of the name and address of the users, details of the order and order confirmation and, where available, your phone number and email address:
- (a) By post to Young Citizens, 37 Heneage Street, London E1 5LJ; or
 - (b) By email to smsc@youngcitizens.org
- 10.6 We will communicate acknowledgement of receipt of your cancellation to as soon as reasonably practicable.

11. EFFECTS OF CANCELLATION

- 11.1 We will make any refunds due to you as soon as possible and, in any event, no later than 14 days from the day on which we receive your cancellation request. We will use the same means of payment as you used for the transaction, and you will not incur any fees for such reimbursement. In order to process your cancellation, we require:
- (a) registration information, in particular valid, up-to-date and complete contact and billing details, as requested; and
 - (b) credit card or other relevant payment details, if requested.

12. USE OF THE SERVICES

- 12.1 All of the content and services that we provide are intended for use solely by teachers and other education providers in schools and other educational establishments. The self-review tool requires a specific registered account holder but the content of the self-review tool can be used freely within one organisation (*i.e.*, an individual school but not across a federation of schools, or across a multi-academy trust). If you wish to discuss verification across multiple sites (*e.g.*, because you are part of a federation of schools or a multi-academy trust) please contact us to discuss. Companies, businesses, or any other entities whose primary purpose are commercial or for-profit are not entitled to purchase the self-review tool or verification services from the Site without our prior written consent.
- 12.2 The digital content and services are not intended for use or download by any person under the age of 18. By using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 12.3 Subject to our privacy policy, we reserve the right to monitor usage of the content and services made available via the Site using your personal login details and/or website analytics. In the event that unauthorised users are accessing the Site's content or services using your personal details, we reserve the right to charge you an amount equal to the charges which would have been payable had each unauthorised users purchased the relevant item themselves.

- 12.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.
- 12.5 Illegal and/or unauthorised use of the self-review tool, verification services or the Site will be investigated and we reserve the right to take appropriate legal action.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 “**Intellectual property rights**” means all patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered), and other similar rights wherever existing in the world, together with the right to apply for protection for the same.
- 13.2 We are the owner or the licensee of all Intellectual Property Rights on or in the Site, and in the materials, content, tools, and/or applications published on it or made available to download through it, which are protected by copyright and other similar laws and treaties around the world. All such rights are reserved.
- 13.3 Any use of the Site or any materials, content, tools, and/or applications made available through the Site in breach of our Intellectual Property Rights for any purpose other than in accordance with the Terms is prohibited without our prior written consent.

14. LICENCE

- 14.1 Unless specified otherwise, you are permitted to print, download extracts or content from the Site (including any purchased content such as the self-review tool) for your own use on the following basis:
 - (a) you use the downloaded extracts or content for your personal non-commercial, pedagogical, classroom or charitable purposes only;
 - (b) you do not modify or alter the downloaded extracts or content (whether text or images) in any way;
 - (c) you use downloaded extracts and content in the same context as such material appears on the Site, whether in relation to corresponding text or otherwise;
 - (d) you do not use the extracts or content in an offensive manner or in any way that is derogatory or will cause reputation harm to us; and
 - (e) you properly attribute the downloaded extracts or content to us, with reference to any relevant copyright and trade mark notices and the following permission notice “Reproduced with permission from Young Citizens. All rights reserved.”
- 14.2 Unless otherwise stated in the terms, you must not (whether directly or indirectly):



- (a) distribute, transmit, syndicate, sell or offer to sell, or otherwise make available all or any part of the Site or any content, files, feeds, or data from or obtained through the Site, whether publically available or not;
 - (b) reproduce any part of the Site or any content, files, feeds, or data from or obtained through the Site in excess of what is reasonably required for your personal non-commercial, pedagogical, classroom, or charitable purposes;
 - (c) copy, download, or store any content, files, feeds, or data from or obtained through the Site, whether publically available or not, to make or populate a database or publication of any kind; or
 - (d) use the Site, or the contents obtained via the Site, for any commercial purpose.
- 14.3 Nothing in the terms affects your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.
- 14.4 Notwithstanding the above, you may modify or alter downloaded extracts or content from the Site (including any purchased content) if such amendment is required for a genuine educational reason and for the purposes of teaching (including but not limited to modifying any PowerPoint presentations or learning activities made available to you). This limited right to modify or alter extracts or content does not affect any of your other obligations with regard to content downloaded from the Site including but not limited to the obligation to not use the extracts or content in an offensive manner or in any way that is derogatory to or will cause reputational harm to us and the requirement to properly attribute downloaded extracts or content to us, with reference to any relevant copyright and trade mark notices. You must not use or facilitate others to access or use, all or any part of the Site or any of the content, services, tools, and/or applications on it for any commercial purposes without our prior written consent.
- 14.5 You may not assign, transfer, charge, or sub-contract, in whole or in part, any of your rights under the terms to any third party. If you breach any of the terms of this licence or the terms, we reserve the right to immediately remove your access to your account or the Site and you must, at our option, return or destroy any copies of any materials from the Site you have made.
- 14.6 If you have any questions regarding how you may use materials downloaded from the Site, please notify us via email at smsc@youngcitizens.org.
- 15. NO RELIANCE ON INFORMATION**
- 15.1 The content on the Site is provided for general information only. It is not intended to amount to any advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any of the content on the Site.



15.2 Although we make reasonable efforts to update the content on the Site, we make no representations, warranties, or guarantees, whether express or implied, that the content on the Site is accurate, complete or up-to-date.

16. LIMITATION OF OUR LIABILITY

16.1 To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the Site or any content on it, whether express or implied.

16.2 We will not be liable to any users of the Site for any direct or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the Site;
- (b) any virus, bug, worm or other code that has affected the security, integrity or operation of the Site; and/or
- (c) use of or reliance on any content displayed on or downloaded through the Site.

16.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

16.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.

16.5 We assume no responsibility for the content of third party websites to which we link on the Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

16.6 Nothing in the terms excludes or limits our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the law of England and Wales.

17. ACCEPTABLE USE

17.1 You must not misuse the Site or any of its services by:

- (a) knowingly introducing viruses, trojans, worms, logic bombs, spyware, keystroke logger, rootkit or other material which is malicious or technologically harmful;
- (b) attempting to gain unauthorised access to the Site, the server on which the Site is hosted or any server, computer or database connected to the Site;

(c) attacking the Site via a denial-of-service attack or a distributed denial-of service attack;

(d) using our website in any way or taking any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

(e) using our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(f) conducting any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

(g) accessing or otherwise interacting with our website using any robot, spider or other automated means, except for the purpose of search engine indexing; or

(h) using data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

17.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

17.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

17.4 We will report any breaches of this provision to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

18. LINKING TO THE SITE

18.1 You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw permission to link to the Site without notice.

19. THIRD PARTY LINKS AND RESOURCES ON THE SITE

19.1 Where the Site contains any links to other sites and resources provided by third parties, these links are provided for your information only.

19.2 We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19.3 You are responsible for ensuring that you do not breach the copyright owners' Intellectual Property Rights. We accept no liability for the misuse of third party content included on our Site by any of our users.



20. MAINTENANCE OF THE SITE

- 20.1 We may need to fix bugs, install updates and do general diagnosis and maintenance of the Site, which may make the Site less accessible or unavailable for your use during those times.
- 20.2 We may also need to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will make access to the Site available again when we think that it is safe to do so.

21. TERMINATION

- 21.1 We reserve the right to terminate the contract with immediate effect if you breach any of the terms.
- 21.2 If we are in material breach of any material term as a result of circumstances within our control and such breach cannot be remedied within thirty (30) working days, you will be entitled to a pro-rata refund on any affected purchases or subscriptions made through the Site. However, we reserve the right not to provide any such refund to any person, in our sole opinion, who has breached or is in breach of the terms.
- 21.3 On termination of the terms for any reason:
- (a) all licences granted under the terms shall immediately terminate;
 - (b) subject to the exceptions in this sub-clause, you will take reasonable steps to delete all content, media, resources or any other material downloaded from or purchased through the Site from your electronic media, including your intranet and electronic storage devices so that you no longer have any electronically functional copy of such content. However, you are not required to delete from your electronic media any part of the content that before termination has been substantially amended by you in accordance with the terms or otherwise with our express consent. In addition, you are not required to delete or destroy printouts containing our content that were made prior to termination, or copies of such printouts; and
 - (c) termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

22. HOW TO TELL US ABOUT A PROBLEM

- 22.1 If you have any questions of complaints about the product, please contact us using one of the following methods:

You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;



- (c) by telephone, on the contact number published on our website from time to time; or
- (d) by email, using the email address published on our website from time to time.

23. THIRD PARTY RIGHTS

- 23.1 The terms are not intended to benefit anyone other than you and cannot be enforced by a third party under the Contracts (Rights of Third Parties) Act 1999.

24. APPLICABLE LAW AND JURISDICTION

- 24.1 The terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the English courts shall have exclusive jurisdiction over any dispute which may arise, although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

25. SEVERABILITY

- 25.1 If any provision or part-provision of the terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision of the terms shall not affect the validity and enforceability of the rest of the terms.

View our Privacy Policy: <https://www.youngcitizens.org/privacy-policy>