

TERMS AND CONDITIONS OF TRADING

(Updated April 2026)

Please read these Terms and Conditions carefully before purchasing a training course or service from Mi Compliance or College

You are also encouraged to familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

By purchasing a training course or service from, placing an order with, or using the services of Mi Compliance Ltd, you confirm that you have read, understood, and agree to the Terms and Conditions set out in this document.

These Terms and Conditions of Trading ("**TERMS**", "**TERMS AND CONDITIONS**", "**AGREEMENT**"), as amended or supplemented, form the contract

BETWEEN:

- (1) **Mi Compliance Ltd.** (and Mi Compliance Ltd trading as College), company registered in England and Wales under number **14651499** whose registered office is at Riverside House, 1-5 Como Street, Romford, Essex, RM7 7DN ("**US**", "**WE**", "**OUR**", "**MI COMPLIANCE**", "**COLLEGE**", "**COMPANY**") (of the first part), and
- (2) The **person(s)** purchasing a training course or service from, placing an order with, or using the services of Mi Compliance ("**YOU**", "**YOUR**", "**CUSTOMER(S)**")

(The Company and Customer are collectively the "**PARTIES**")

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

- 1.1. In these Terms except where the context otherwise requires, the following expressions shall have the following meanings;

"APPLICABLE LAW"	means all applicable laws, statutes and regulations from time to time in force;
"BANK OF ENGLAND BASE RATE"	means the official Bank Rate set by Bank of England found at https://www.bankofengland.co.uk/ ;
"BUSINESS DAY(S)"	means Monday through Friday from 9:00am to 5:00pm inclusive, except bank or public holidays in England;
"CANDIDATE(S)"	means any individual(s) nominated, booked, or otherwise put forward by the Customer to attend, participate in, or receive any Service provided by the Company;
"COMPANY EQUIPMENT"	means any equipment, including but not limited to, laptop, projector, Virtual Reality headsets, tools, systems, cabling or facilities, provided by the Company and used directly or indirectly in the delivery of Services;
"COMPANY MATERIAL"	means any Material created by, for or on behalf of the Company whether in connection with or in the course of the performance and/or receipt of the Services, or otherwise required to be used by the Company and/or Customer in connection with the performance and/or receipt of the Services;



“CONFIDENTIAL INFORMATION”	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which related to the business affairs, properties, assets, trading practices, services, developments, trade secrets, know-how, personnel, customers and suppliers to either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
“CUSTOMER EQUIPMENT”	means any equipment, systems, vehicles or facilities provided by the Customer and used directly or indirectly in the delivery of Services;
“CUSTOMER PREMISES”	means any place, area or venue in control of, under the influence of, or hired by the Customer;
“DRIVER CPC”	means training in relation to the Driver Certificate of Professional Competence as detailed in The Vehicle Drivers (Certificates of Professional Competence) Regulations 2007;
“INTELLECTUAL PROPERTY RIGHTS”	means patents (including rights in, and/or to, inventions); trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and/or to internet domain names and website addresses; copyright (including future copyright); database rights, rights in and to confidential information (including trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the World (whether registered or unregistered) and, any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and, any similar or analogous rights to any of these rights, whether arising or granted under the law of England & Wales or in any other jurisdiction.
“MATERIAL”	means any document, information, data or other material (in whatever form) including website addresses, software, firmware, documented methodology, process and procedure (including without limitation any reports, specifications, business rules and requirements, procedures manuals, user manuals, user guides, operations manuals, instruction), and any other output (in whatever form)
“SERVICE(S)”	means any of the Company services carried out, or on behalf of, the Company, including, but not limited to, training courses, auditing, consultancy, tachograph analysis, and course production.
“VAT”	means Value Added Tax in accordance with the provisions of Value Added Tax Act 1994.

1.2. Unless the context otherwise requires, each reference in these Terms to:



- 1.2.1. "writing", and any cognate expression, includes a reference to any communication effected by letter, electronic transmission or similar means;
- 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3. a clause or paragraph is a reference to a Clause of these Terms.

1.3. In these Terms:

- 1.3.1. any reference to the Parties includes a reference to their respective personal representatives, heirs, executors, administrators, successors in title and permitted assignees;
- 1.3.2. any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
- 1.3.3. words importing the singular number include the plural and vice versa; and
- 1.3.4. words importing any gender include any other gender.

1.4. The headings in these Terms are for convenience only and shall not affect its interpretation.

2. Commencement and Continuation

2.1. By purchasing Services from, placing an order with, or using the services of Mi Compliance Ltd, you confirm that you have read, understood, and agree to the Terms and Conditions set out in this document.

3. Quotation(s) and Order(s)

- 3.1. All prices quoted are plus VAT at the current rate unless otherwise stated.
- 3.2. All quotations are valid for 30 days unless otherwise stated in writing by Mi Compliance.
- 3.3. An order is placed on acceptance of a quotation. By placing an order, you confirm you have read, understood, and agree to the Terms and Conditions set out in this document.
- 3.4. Where Mi Compliance provides administrative support or assistance to a Customer or Candidate prior to a formal booking being confirmed, including, but not limited to, assistance with forms, applications, bookings, or regulatory processes, Mi Compliance reserves the right to charge a reasonable Administration Fee (clause 9.2.3) where such support results in time and/or resources being incurred by Mi Compliance and the Service is not subsequently proceeded with by the Customer.

4. Fees and Payment

4.1. Mi Compliance may issue an invoice to the Customer for Services at any time.



- 4.2. All fees are payable by the Customer in Pound Sterling (£), in full in cleared funds, on receipt of invoice, unless otherwise agreed in writing between both Parties.
- 4.3. If any act or proceedings shall be commenced in which the Customer's solvency is concerned, all fees due shall become immediately due and payable.
- 4.4. Where payment is not received by the due date, Mi Compliance may, without limitation of its other rights:
- 4.4.1. Charge the Customer interest, charged on the overdue amount, at 8% above the Bank of England base rate, accruing daily from when the fees became overdue until the date of the actual payment, whether before or after a court judgement;
 - 4.4.2. Charge the Customer late payment fees of £40.00 for each invoice up to a net value of £999.99;
 - 4.4.3. Charge the Customer late payment fees of £70.00 for each invoice up to a net value between £1,000.00 and £9,999.99;
 - 4.4.4. Charge the Customer late payment fees of £100.00 for each invoice up to a net value more than £10,000.00;
 - 4.4.5. Charge an Administration fee of £50 + VAT for each invoice and/or any additional administrative actions required due to late payment;
 - 4.4.6. Suspend or delay the delivery of Services requested by the Customer.
- 4.5. If payment is not made in accordance with these terms, Mi Compliance reserves the right to take legal and/or debt recovery action to recover the debt. All costs incurred by Mi Compliance in pursuing such action, including but not limited to legal fees, court fees, and administrative expenses, will be added to the outstanding amount due from the Customer.
- 4.6. Mi Compliance may increase fees with immediate effect by written notice to the Customer where there is an increase in the direct or operational cost to the Company in supplying the relevant Service which is due to any factor beyond the control of the Company.
- 4.6.1. Such factors may include, but are not limited to:
 - Increases in fuel costs;
 - Increases in operating costs;
 - Increases in travel or transport costs;
 - Increases in fees imposed by government, examination bodies, examination boards and/or awarding organisations (regulated or otherwise).
 - 4.6.2. Where reasonably practicable, Mi Compliance will provide written notice of any such increase prior to delivery of the Service.
- 4.7. Where Services require the use of Company vehicles or travel to Customer Premises or another agreed location, Mi Compliance reserves the right to charge reasonable travel, vehicle or transport-related costs incurred in delivering the Service.



- 4.7.1. Such costs may include, but are not limited to:
- Vehicle mileage;
 - Fuel;
 - Tolls, congestion charges, bridge or tunnel charges;
 - Parking charges; and
 - Other reasonable costs associated with travel required to deliver the Service.

4.7.2. Where reasonably practicable, Mi Compliance will notify the Customer in advance of such costs prior to delivery of the Service.

4.8. Mi Compliance reserves the right to withhold the issue or release of any certificates, reports (including audit reports), results, documentation, or any other deliverables relating to the Service until all outstanding fees and charges due from the Customer have been paid in full and in cleared funds. Mi Compliance shall have no liability for any delay or consequence arising from such withholding.

5. Service Suitability

- 5.1. The Customer warrants the information provided to the Company to carry out the Services is complete and accurate (clause 8.1).
- 5.2. Where required, Mi Compliance may request additional information to determine suitability. If certain requirements cannot be met, the Company may not be able to offer the Service(s) to the Customer.
- 5.3. It is agreed that it is the Customer's responsibility to comply with any Service entry requirements.
- 5.4. Should a Customer, Candidate or Customer Premises be reasonably deemed unsuitable or unfit to meet the necessary criteria for a Service, Mi Compliance reserves the right, without liability to the Company, to carry out any or all the following:
- 5.4.1. Refuse access to Mi Compliance premises;
 - 5.4.2. Refuse or cease delivery of Services;
 - 5.4.3. The Service(s) will have been deemed to be cancelled with no written notice being received (clause 8.2).

6. Service Suitability – Driver CPC

- 6.1. If, at the commencement, during, or upon completion of any Driver CPC training course, for whatever reason, it is found that a Candidate is not permitted or not required to attend the Driver CPC training course, fees in relation to the training course will still be payable by the Customer to Mi Compliance and will be non-refundable.



6.2. Where, after attending a Driver CPC training course carried out or organised by Mi Compliance, it is found that the Driving Vehicle Standards Agency (DVSA) database has recorded the training as 'invalid' (due to the Candidate having already completed the required quota of training), it is agreed that Mi Compliance is in no way responsible and will not accept responsibility. Any fees in relation to the training course will still be payable by the Customer to Mi Compliance and will be non-refundable.

7. Delivery of Services

- 7.1. Mi Compliance reserves the right, without liability to terminate any Service being carried out with immediate effect if any participant is found to be under the influence of alcohol or drugs, or exhibits any behaviour that is disruptive, offensive, aggressive, rude, or otherwise deemed inappropriate or detrimental to the learning environment or the provision of services. Any fees in relation to the Service will still be payable by the Customer to Mi Compliance and will be non-refundable.
- 7.2. All Customers and Candidates attending Mi Compliance premises are required to adhere to any notices or instructions given to them by Mi Compliance staff. Mi Compliance does not accept responsibility for accidents, damage or loss incurred to vehicles or personal belongings left on site.
- 7.3. Although every effort is made to ensure that Materials given out are accurate at the time of a Service, Mi Compliance does not accept responsibility for any errors or omissions. Therefore, any reliance on such Materials is entirely at the Customer's discretion and risk.
- 7.4. Where Mi Compliance provides links to third-party websites, within Materials or otherwise, that are not owned or controlled by the Company:
- 7.4.1. No endorsement or affiliation to Mi Compliance is implied;
 - 7.4.2. It is agreed between the Parties that the Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party website or services;
 - 7.4.3. It is agreed between the Parties that the Company shall not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance of any such content, goods or services available on or through any such websites or services.
- 7.5. Where external examinations and/or assessments are arranged using information supplied by the Customer or Candidate, Mi Compliance cannot accept responsibility for the accuracy of such information in the event of a dispute arising with the external body.
- 7.6. It is the Customer's responsibility to ensure that adequate provision is made to ensure that Candidates attending training courses or those involved in the provision of services, are able to comply with the requirements laid out in Drivers' Hours and Working Time legislation.
- 7.7. Where a Candidate does not meet the necessary standard or pass of an assessment or examination (external or otherwise), the Customer accepts that Mi Compliance does not accept responsibility and all fees are non-refundable.



8. Customer Obligations

8.1. The Customer shall provide Mi Compliance with:

- 8.1.1. Any information reasonably required by Mi Compliance, and ensuring it is accurate in all material respects, in preparation for the delivery of Services;
- 8.1.2. A licence to have access to the Customer premises, at no charge, but only so far as is necessary, to allow Mi Compliance to carry out a risk assessment and/or to conduct its Services, if Services are to be carried out at a Customer premises;
- 8.1.3. Any information to make reasonable adjustments concerning candidates enrolled, or to be enrolled, on a training course or those involved in another Service being carried out.

8.2. The Customer shall:

- 8.2.1. Co-operate with Mi Compliance in all matters relating to Services being organised and/or carried out;
- 8.2.2. Appoint a representative, to act on behalf of the Customer, who shall have the authority contractually to bind the Customer on matters relating to Services being organised and/or carried out;
- 8.2.3. Inform Mi Compliance of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer premises;
- 8.2.4. Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to Services being, or to be, carried out;
- 8.2.5. If Services are being carried out at a Customer premises, ensure that (at no cost to Mi Compliance):
 - Parking facilities are available for Mi Compliance, and its personnel who will be carrying out the Service(s);
 - Unobstructed access is provided to those areas of the Customer premises that Mi Compliance reasonably required to carry out the Service(s);
 - The areas of the Customer premises in which the Service(s) will be delivered is clean, tidy and free from rubbish and debris to enable the Service(s) to be carried out.
 - Ensure Mi Compliance, and its personnel, has access to welfare facilities which are generally available to the Customer's own personnel or sub-contractors including, without limitation, staff rooms, smoking areas, toilet and washing facilities, rest rooms, canteens and kitchens;
 - Ensure that all Customer Equipment, in relation to the Service(s), is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
 - The premises provide is a safe working environment in which to deliver Services.



- 8.3. In respect of any Company Equipment provided to the Customer, the Customer acknowledges and agrees that:
- 8.3.1. Ownership of Company Equipment is retained by Mi Compliance;
 - 8.3.2. It shall not sell, transfer or otherwise dispose of any Company Equipment;
 - 8.3.3. It shall comply with any and all reasonable instructions, conditions, consents, policies, procedures and requirements in respect of Company Equipment;
 - 8.3.4. Keep Company Equipment in a good state of repair, and shall repair or replace with assets of the same type and quality, any of Mi Compliance equipment which are damaged, lost or stolen; and
 - 8.3.5. It shall not use Company Equipment or any part of them, other than in connection to the delivery of Services.
- 8.4. The Customer shall be liable to Mi Compliance for any damage to Company Equipment and/or premises whether caused by itself or by any Candidate attending Service.
- 8.5. The Customer shall be responsible for the actions and omissions of any Candidate(s) nominated or booked by them, and any such actions or omissions shall be deemed to be those of the Customer for the purposes of these Terms.

9. **Cancellation and Amendments**

- 9.1. Any cancellation or amendment requests made by the Customer must be made in writing to Mi Compliance.
- 9.2. The Customer agrees to pay the Cancellation Fee to Mi Compliance in the event that the Customer cancels a Service, or the Candidate(s) fails to attend or withdraws from a Service, for any reason whatsoever.
- 9.2.1. The Cancellation Fee is calculated as follows:

WRITTEN NOTICE OF CANCELLATION	CANCELLATION FEE
Written notice received from Customer fifteen (15) Business Days' or more prior to the commencement of Service(s).	0% of net Service fees + any non-refundable external examination and/or assessment fees + Administration Fee (clause 9.2.3) + VAT as applicable
Written notice received from Customer between six (6) Business Days' and fourteen (14) Business Days' prior to the commencement of Service(s).	50% of net Service fees + any non-refundable external examination and/or assessment fees + Administration Fee (clause 9.2.3) + VAT as applicable
Written notice received from Customer five (5) Business Days' or less prior to the commencement of Service(s), or no written notice received.	100% of Service fees + any non-refundable external examination and/or assessment fees + Administration Fee (clause 9.2.3) + VAT as applicable



- 9.2.2. The Customer agrees to pay the Cancellation Fee in line with clause 4.1 – 4.6.
- 9.2.3. The Administration Fee of £50 + VAT is included within the Cancellation Fee and represents a reasonable charge to cover administrative costs incurred by Mi Compliance in connection with pre-booking support, booking, planning, and preparation for the delivery of the Service, and in processing and managing the cancellation.

9.3. Should an amendment request be received in writing from the Customer, Mi Compliance will inform the Customer of any additional fees payable by the Customer for making the amendments. If such costs are agreed by the Customer, the Service fees will be deemed to have been amended accordingly.

9.4. Written requests to substitute other Candidates in place of Candidates already enrolled on training courses, subject to external examination/assessment bodies’ procedures and criteria (if applicable), will be accepted upon reasonable notice being given. An administration charge of £50 + VAT will be charged.

9.5. Written requests to transfer Candidates already enrolled on training courses to training courses on other dates, subject to external examination/assessment bodies’ procedures and criteria (if applicable), will be accepted upon reasonable notice being given and acceptance of the original charges plus an additional Transfer Fee.

9.5.1. The Transfer Fee is calculated as follows:

WRITTEN REQUEST FOR TRANSFER	TRANSFER FEE
Written request received from Customer fifteen (15) Business Days’ or more prior to the commencement of the training course.	0% of net training course fees + any non-refundable external examination and/or assessment fees + VAT as applicable
Written request received from Customer between six (6) Business Days’ and fourteen (14) Business Days’ prior to the commencement of the training course.	10% of net training course fees + any non-refundable external examination and/or assessment fees + VAT as applicable
Written request received from Customer five (5) Business Days’ or less prior to the commencement of the training course.	25% of training course fees + any non-refundable external examination and/or assessment fees + VAT as applicable

9.5.2. The Customer agrees to pay the Transfer Fee in line with clause 4.1 – 4.6.

9.6. For the avoidance of doubt, nothing in these Terms shall oblige Mi Compliance to accept any amendment request made by the Customer.

9.7. Amendments to Services, made by Mi Compliance, will be notified to the Customer in writing.

9.8. Mi Compliance reserves the right, without liability to the Company, to refuse or cancel your order at any time for reasons, including but not limited to:

9.8.1. Service availability;

9.8.2. Training course being undersubscribed/oversubscribed;



9.8.3. Errors in the description or price of the Service;

9.8.4. Errors within the order.

You expressly agree that Mi Compliance cannot accept any liability for loss or damage arising from such refusal or cancellation.

10. Intellectual Property Rights

- 10.1. Except as expressly set out in clause 10.3. no Intellectual Property Rights of either Party are transferred or licensed as a result of these Terms.
- 10.2. The Intellectual Property Rights in any Company Material shall belong and vest in the Company.
- 10.3. The Customer grants to the Company a non-exclusive, non-transferable, royalty-free, worldwide personal licence to use, copy, and maintain the Customer's Intellectual Property Rights for the purposes of delivering the Service to the Customer.
- 10.4. The Customer shall not (and shall procure that any of its Candidates that attend the Services shall not) do anything or cause anything to be done which would prejudice any of the Company's Intellectual Property Rights.
- 10.5. All physical media delivered to the Customer to which the Intellectual Property Rights of the Company are affixed, or in which is contained or expressed, shall be owned by the Company.
- 10.6. Subject to clause 10.1 – 10.5, the Company shall be entitled to use in any way it deems fit any skills, techniques, Material, acquired or developed or used in connection with a Service provided, ensuring that such use does not disclose or breach the confidentiality of Customer Confidential Information.

11. Confidential Information

- 11.1. Each party hereby warrants that:
 - 11.1.1. any person employed or engaged by it (in connection with the Services in the course of such employment or engagement) shall treat all Confidential Information belonging to the other party as confidential, safeguard it accordingly and only use such Confidential Information for the purpose of conducting Services; and
 - 11.1.2. any person employed or engaged by it (in connection with the Services in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the other party, except where disclosure is otherwise expressly permitted by the provisions of these Terms.
- 11.2. The provision of Clause 11.1 shall not apply to any information received by one party from the other:
 - 11.2.1. which is or becomes knowledge (other than by breach of this Clause 11.1;



- 11.2.2. which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;
- 11.2.3. which is independently developed without access to the Confidential Information;
- 11.2.4. which must be disclosed pursuant to a statutory or legal obligation placed upon the party making the disclosure.

12. Indemnification

- 12.1. The Customer agrees to defend, indemnify, and hold harmless the Company (including its employees, assessors, agents, officers and directors) against any and all claims, actions, suits, proceedings, costs (including but without limitation legal costs on a full indemnity basis), expenses, damages and liabilities of whatsoever nature resulting or in connection with, directly or indirectly, the use of Services.

13. Limitation of Liability

- 13.1. The extent of the Parties' liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in clauses 13.2 – 13.7.
- 13.2. The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these Terms, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 13.3. Subject to clause 13.6, the total aggregate liability of Mi Compliance in connection with the Services shall not exceed a sum equivalent to the amount of net fees payable by the Customer for the relevant Service.
- 13.4. Subject to clause 13.6, Mi Compliance shall not be liable for consequential, indirect or special losses.
- 13.5. Subject to clause 13.6, Mi Compliance shall not be liable for any of the following (whether direct or indirect):
 - 13.5.1. Loss of profit;
 - 13.5.2. Loss of or corruption of data;
 - 13.5.3. Loss of use;
 - 13.5.4. Loss of agreements or contracts;
 - 13.5.5. Loss of opportunity;
 - 13.5.6. Loss of savings, discount or rebate (whether actual or anticipated)



13.5.7. Harm to reputation or loss of goodwill.

13.6. Notwithstanding any other provision of these Terms, the liability of the Parties shall not be limited in any way in respect of the following:

13.6.1. Death or personal injury caused by negligence;

13.6.2. Fraud or fraudulent misrepresentation; or

13.6.3. Any other losses which cannot be excluded or limited by Applicable Law.

13.7. All warranties, terms, conditions and duties implied by Applicable Law are excluded to the fullest extent permitted by Applicable Law.

14. Nature of these Terms

14.1. Time is of the essence in this Agreement.

14.2. The Company reserves the right to modify or replace these Terms at any time. The most up to date version of these Terms will be made public and available at <https://micompliance.co.uk/terms>.

14.3. These Terms do not affect the statutory rights of the Customer.

14.4. These Terms contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

14.5. It is agreed between the Parties that these Terms shall prevail over any other document or communication from the Customer.

14.6. No failure or delay by either Party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14.7. If a provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the affected provision.

15. Force Majeure

15.1. For the purposes of these Terms "**FORCE MAJEURE**" means, in relation to either Party, any circumstances beyond the reasonable control of that Party including, without limitation, any strike, lock-out or other form of industrial action termination, civil disturbance, war, act of terrorism, riot, fire, explosion, storms, flood, earthquake, epidemic or other natural physical disaster.



- 15.2. If any Force Majeure occurs in relation to either Party which affects or may affect the performance of any of its obligations under these Terms, it shall forthwith notify the other Party as to the nature and extent of the circumstances in question.
- 15.3. Neither Party shall be deemed to be in breach of these Terms, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.
- 15.4. If the performance by either Party of any of its obligations under these Terms is prevented or delayed by Force Majeure for a continuous period in excess of sixty (60) Business Day(s), the other Party shall be entitled to terminate this Agreement by giving written notice to the Party so affected in accordance with Clause 9.8.

16. Applicable Law and Jurisdiction

- 16.1. The laws of England and Wales shall apply to the whole of these Terms.
- 16.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts

17. Severability

- 17.1. If there is a conflict between any provision of these Terms and the applicable legislation of England (the "ACT"), the Act will prevail and such provisions of the Terms will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into these Terms.
- 17.2. In the event that any of the provisions of these Terms are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in these Terms and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

18. Termination

- 18.1. This Agreement will be terminated in line with clause 9.1 – 9.8.
- 18.2. Clauses 10 – 20 in these Terms will survive termination, howsoever caused.

19. Notices and Service

- 19.1. For the purposes of 19.2.2 below, Mi Compliance address will be its Registered Office address as registered with the registrar of companies for England and Wales.



- 19.2. Any notice or other information required or authorised by these Terms to be given by either Party to the other shall be given by:
- 19.2.1. delivering it by hand;
 - 19.2.2. sending it by pre-paid registered post to; or
 - 19.2.3. sending it by email or comparable means of communication
- 19.3. Any notice or information given by post in the manner provided by Clause 19.2.2 which is not returned to the sender as undelivered shall be deemed to have been given twenty-eight (28) Business Day(s) after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 19.4. Any notice or information sent by comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Clause 19.2.2 to the other Party within 24 hours after transmission.
- 19.5. Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either Party by causing it to be delivered to the other Party at its principal office, or to such other address as may be notified to it by the other Party in writing from time to time.

20. Contact Details

If you wish to contact us in relation to a complaint or service, or have another query, please email info@micompliance.co.uk.

You can also write to: Mi Compliance Ltd, 178 Crow Lane, Romford, Essex RM7 0ES.

