**STRICTLY PRIVATE AND CONFIDENTIAL**

**CARE PLAN**



**Date**

**YOUR DETAILS**

**First name** **Last Name**

**Door to Door Holidays**

**24 Kingsmead**

**Northampton**

**NN2 8HX**

**Tel 07974730439**

**What do you like to be called?**

***Male* Date of birth age *Female*****Address**

**Telephone Number**

**Email Address**

**Religion**

**Post Code**

**Passport number Start date End date**

**NEXT OF KIN**

Name Relationship

Telephone Number

Post Code

Section 2 Emergency Contact Details

**Person 1**

Name

**DETAILS OF PERSON(S) TO CONTACT IN AN EMERGENCY**

Address Relationship

Daytime Telephone Number

Evening Telephone Number

Post Code

**Person 2**

Name

Address Relationship

Daytime Telephone Number

Evening Telephone Number

Post Code

**DOCTOR’S DETAILS**

Doctors Name

Doctors Address

Telephone Number

Out of Hours Telephone Number

Post Code

Section 3 **PERSONAL CARE**

Do you prefer a bath or shower? Shower Bath

How often do you like to bath/shower? How often do you wash your hair?

Do you need a bath/shower seat? Yes No

*Please tick the relevant boxes below giving any comments that you think we should know.*

**Are you able to:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Personal** **care** | No  Support | Verbal  Prompts | Physical  Prompts | Full  Support | Comments |
| Check water temperature. |  |  |  |  |  |
| Operate bath taps. |  |  |  |  |  |
| Get in and out of the shower. |  |  |  |  |  |
| Get in and out of the bath. |  |  |  |  |  |
| Wash body. |  |  |  |  |  |
| Wash back. |  |  |  |  |  |
| Wash face. |  |  |  |  |  |
| Wash hair. |  |  |  |  |  |
| Dry hair. |  |  |  |  |  |
| Brush hair. |  |  |  |  |  |
| Shaving. Wet or Dry. |  |  |  |  |  |
| Brush teeth. |  |  |  |  |  |
| Using Deodorant. |  |  |  |  |  |
| If menstruating. |  |  |  |  |  |
| Knowing the need to go to toilet. |  |  |  |  |  |
| Able to go to toilet alone. |  |  |  |  |  |

Section 3 Cont. **PERSONAL CARE**

*Please tick the relevant boxes below giving any comments that you think we should know.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Personal** **Care** | Indepen-­‐  dent | With  Prompts | Day | Dry with  Pads | Night  Time | Comments |
| Continence. |  |  |  |  |  |  |

Do you have a catheter? Yes No

Are there any problems that you experience with this if yes please outline ie. blockages, UTI's etc.

*Please ensure that we have leg bags, night bags and catheter (as Nurses will ask for these if called).*

**Are you able to:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Dressing** | No  Support | Verbal  Prompts | Physical  Prompts | Full  Support | Comments |
| Choose suitable cloths. |  |  |  |  |  |
| Able to dress. |  |  |  |  |  |
| Able to undress. |  |  |  |  |  |
| Know when to change clothing. |  |  |  |  |  |

Please provide any further information regarding your personal care you feel we should know. For example do you require a same sex carer?

|  |  |  |
| --- | --- | --- |
| Section 4 |  | **MOBILITY** |
| Do you require a wheelchair? | Yes | No |
| **Are you able to:** |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Mobility** | No  Support | Minimal  Support | Physical  Support | Full  Support | Comments |
| Walk unaided. |  |  |  |  |  |
| Walk up and down stairs unaided. |  |  |  |  |  |
| Walk on uneven terrain. |  |  |  |  |  |
| Can you get in and out of bed. |  |  |  |  |  |

Section 4 Cont. **MOBILITY**

Please provide any further information about your mobility you think we should know.

Section 5 **ABOUT YOU**

Do you smoke? Yes No

Do you drink alcohol? Yes No

Do you need help monitoring your alcohol intake? Yes No

How many per day? What do you drink?

Can you make yourself drinks? Hot Cold

What time do you like to go to bed? What time do you like to get up?

Do you sleep well? Yes No If no, please provide any further information.

What is your behaviour like?

Good Mostly good Difficult Aggressive Challenging

Please provide any further information about your behaviour you think we should know.

Do you have any interests/hobbies? *Please circle any interests below you might have.*

Shopping Sports Sightseeing Zoo's Music Theatre Theme Parks

Water Parks Massage/spa Swimming Beach

*Please tick the relevant boxes below giving any comments that you think we should know.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Water** **Sport** | Yes | No | Comment |
| Do you like water? |  |  |  |
| Can you swim? |  |  |  |
| Do you like water sport? |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Money** | Yes | No | Comment |
| Do you need support handling money? |  |  |  |
| Would you like us to act as a bank for you? |  |  |  |
| Do you need support writing postcards? |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Yes | No | Comment |
| Do you wear a hearing aid? |  |  |  |
| Do you wear glasses? |  |  |  |
| Do you wear dentures? |  |  |  |

Are you afraid of anything?

Section 6 **FOOD AND DRINK**

Are you on a special diet? Yes No *If yes please provide details*

Do you require help eating? Yes No *If yes please provide details*

Do you have any food dislikes? Yes No *If yes please provide details*

Do you suffer from Epilepsy Diabetes Any allergies

Please provide details of your medical history, to include height and weight.

|  |  |  |
| --- | --- | --- |
| Do you take medication? | Yes | No |
| Can you self-medicate? | Yes | No |
| *If no please provide details* |  |  |

Can you take tablets? Yes No

Are you allergic to any medication or cannot take due to other medication? Yes No

*If yes please provide details*

Do you take Warfarin? Yes No

Is your medication in MDS or Dosette packaging? MDS Dosette

Please provide a list of current medication.

|  |  |  |  |
| --- | --- | --- | --- |
| Medication | Day(s) | AM/PM | Dosage |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Do you ever refuse medication? Yes No

If so, how should we handle this?

Do you have a pacemaker? Yes No

Have you been admitted to hospital in the last 6 months? Yes No

*If yes please provide details*

Level of comprehension/capacity to consent.

Section 8 **Things I like/Dislike**

Think about what upsets you, what makes you happy, things you like to do e.g. watching television, reading, listening to music. How you want people to talk to you? Food likes and dislikes, special needs, routines, things that keep you safe.

|  |  |
| --- | --- |
| Likes | Dislikes |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Section 9 **RISK ASSESSMENT**

Please provide an assessment of foreseen risks to client whilst on holiday.

|  |  |  |
| --- | --- | --- |
| **Risks** | **Suggested Precautions** | **Justification** |
|  |  |  |

**Door To Door Holidays – Acceptance Form**

1. Holiday booked by (delete as appropriate): Client / Support worker / Carer / Relative / Other (please specify \_\_\_\_\_\_\_\_)
2. Name of person booking the Holiday: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. On behalf of Client Name (if different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Holiday Dates: From \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_
5. Total Price for Holiday: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The price listed herein is subject to amendment for additional costs incurred such as for additional travel, overnight stays etc.

**PLEASE READ CAREFULLY BEFORE SIGNING**

Where a booking is made on behalf of the Client, it is the responsibility of the person booking the Holiday to provide all information relating to the Client’s needs. As such, please ensure the Care Plan is completed in full and to the best of your knowledge.

Should any information provided on the Care Plan change at any stage, including any change in behaviour, or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any costs incurred by us in cancelling the booking and for any compensation required to other Clients where the cancellation affects their Holiday for any reason.

This contract is subject to our Terms and Conditions (overleaf) and the person booking the Holiday acknowledges that these terms have been read and understood by both themselves and the Client.

The person booking the Holiday also acknowledges receipt of the following documents:

🞎 Care Plan (completed in full by or on behalf of the Client)

🞎 Terms and conditions

🞎 FAQs

Signed by Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR Signed on behalf of Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Office Use Only:

Deposit paid on \_\_\_\_\_\_\_\_\_\_\_

Balance paid on \_\_\_\_\_\_\_\_\_\_\_

**This paperwork needs to be signed and dated and returned to us with the care plan for the booking to be accepted.**

TRAVEL INSURANCE

For all our holidays, we strongly advise you to purchase travel insurance for all holidays. **We strongly recommend that you take travel insurance out at the time of making your first payment for your holiday**. **This** **should not be left until just before travelling as cancellation by the guest for any reason needs to be covered.** We cannot be responsible for any costs you incur as a result of failing to do so. It is your responsibility to ensure you have adequate cover for cancellation, curtailment, illness and medical expenses, repatriation, plus loss or damage to your property.

**Insurance can be purchased at Fish Insurance,** [**www.fishinsurance.co.uk**](http://www.fishinsurance.co.uk)**, please quote ref. number 3421 or “Door to Door Holidays” or call 0333 331 3900.**

**DOOR TO DOOR HOLIDAYS – TERMS AND CONDITIONS**

1. Application
   * 1. These Terms and Conditions shall apply to all holiday bookings with Door-To-Door-Holidays Ltd, a company registered in England under number 04661661, of Abbey House, 51 High Street, Saffron Walden, CB10 1AF. Please read these terms and conditions carefully before booking your holiday. You should understand that by booking any holiday with us, you agree to be bound by these terms and conditions.
     2. By booking a holiday with us, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old; and (c) you are resident in the UK.
     3. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by us in writing.
2. Definitions and Interpretation
   * 1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“the Agreement” means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the Holiday;

“Client” means you, any individual, firm or corporate body which makes a booking with the Company;

“Company” means us, Door-To-Door-Holidays Ltd;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party in accordance or connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Confirmation” means the notification made by the Company that the booking has been accepted. This notification is subject to these Terms and Conditions;

“Holiday” means the trip the subject of the Agreement;

“Services” means the holiday management services to be provided by the Company;

“Support Worker / Carer / Relative” means any individual, firm or corporate body which makes a booking on behalf of the Client with the Company. Where this occurs, any act or omission of the Client in booking a Holiday shall be an act or omission of the Support Worker / Carer / Relative and vice versa;

“Total Price” means the total sums payable for the holiday.

* + 1. Unless the context otherwise requires, each reference in these Terms and Conditions to:
       - 1. “writing”, and “written” includes emails;
         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;
         3. “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
         4. a Schedule is a schedule to these Terms and Conditions;
         5. a clause is a reference to a clause of these Terms and Conditions; and
         6. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
    2. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
    3. Words imparting the singular number shall include the plural and vice versa.
    4. References to any gender shall include the other gender.
    5. References to persons shall include corporations.

1. How the Contract is formed between you and us

The Holiday can be provisionally booked over the telephone or by email.

Your booking constitutes an offer to us. All bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an email or letter to advise that the booking has been successfully confirmed. The contract between us will only be formed when we send you the order Confirmation.

Bookings shall not be deemed confirmed until the Deposit is paid in full.

1. Services
   * 1. The Company shall provide a holiday management Service to the Client.
     2. The Company will use reasonable care and skill in providing the holiday management Service.
     3. The description of the Services is as set out on our website. In accepting these terms and conditions you acknowledge that you do not rely on any other representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website or in any marketing literature shall be binding on us and are intended as a guide only.
     4. We reserve the right to make any changes in the specification of the Services but will endeavour to keep any such changes to a minimum.
2. The Client’s obligations:
   * 1. The Client is required to provide copies of the following documentation to the Company a minimum of 12 weeks prior to the start of the Holiday, or upon booking, if the booking is made within 12 weeks prior to the first day of the Holiday:
        + 1. Valid passport (it is your responsibility to check this will be valid for the duration of the Holiday)
          2. Suitable travel insurance, including cancellation policy
     2. On booking the Holiday, the Client is required to complete the Care Plan provided by the Company in full and to the best of their knowledge. The Care Plan is essential in ensuring we can provide the best care possible throughout the duration of the Holiday. If the Client has complex needs, or otherwise at our discretion, we may decide to carry out a home visit to gain further information and to ensure the suitability of the Holiday. This visit, together with mileage costs, will be chargeable.
     3. Should any information provided on the Care Plan change at any stage, including any change in behaviour, or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any costs incurred by us in cancelling your booking and for any compensation required to other Clients where the cancellation or any change in the information given in the Care Plan adversely affects other Clients’ Holidays in any way.
     4. Unless otherwise stated on the order Confirmation, we are only responsible for your travel arrangements once you have arrived at the departure point in the UK and on return to arrivals in the UK. The agreed departure point will be specified on the booking and may be the airport, the airport hotel, the train station or the port, as applicable.
     5. If suitable arrangements are not made by or for the Client in accordance with clause 5.4 we are required to arrange travel for the Client to or from the departure or arrival point, this will be chargeable and must be paid in advance before we will make such arrangements.
     6. Where we are collecting you from your home, please ensure you are ready at the agreed time and location. If not, we may be unable to wait and the cancellation clause 9 below shall apply.
     7. If, on arrival at the departure point, you are unable to travel for any reason including, but not limited to, your failure to bring your passport, we shall not be responsible for arranging your travel home, and the cancellation clause 9 below shall apply.
     8. If we are required to administer any medication to the Client, this must be provided in dosette boxes prepared by a pharmacist with a MAR sheet to sign. We will only administer the medication agreed on the Care Plan.
     9. The Client is responsible for bringing any medical aids required including, but not limited to, walking and toilet aids, catheters and glasses.
     10. If the Client has specific allergies or dietary requirements, these should be detailed at the time of booking and we will use all reasonable endeavours to accommodate such requirements. Where we are not made aware of this at the time of booking, we will charge for any additional costs incurred by us in accommodating such requirements.
     11. We can hold the Client’s money whilst on the Holiday if required. Any transactions will be recorded and must be signed for on each occasion. Any money is held at the Client’s risk and we accept no responsibility for loss or theft.
3. Price
   * 1. The price of the Holiday will be as stated on our website current at the date of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us. We are under no obligation to provide the Holiday at the incorrect (lower) price, even after we have sent you an order confirmation, if the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
4. Payment
   * 1. The Client shall pay to the Company a deposit of 25% of the Total Price upon the booking the Holiday. This deposit shall be non-refundable.
     2. The balance of the Total Price shall be paid to the Company no later than 12 weeks prior to first day of the Holiday.
     3. If the booking is made within 12 weeks prior to the first day of the Holiday, the Total Price shall be payable in full at the time of booking.
     4. All payments should be made to the Company in pounds sterling by cheque or bank transfer.
     5. No itineraries or other final details with respect to the Holiday will be forwarded to the Client until payment has been received by the Company in full.
     6. Receipts for payment will be issued only upon request.
5. Variations and Amendments
   * 1. If you wish to vary any details of the Holiday, you must notify the Company in writing as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall become immediately due and payable.
     2. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Confirmation, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
     3. The Company reserves the right to do the following:
        + 1. amend any Agreement in order to reflect a change in the circumstances beyond our reasonable control; and
          2. vary our schedule of charges from time to time.
6. Cancellation
   * 1. If the Client wishes to cancel the Holiday, they may do so at any time by giving written notice to the Company, provided that:
        + 1. under no circumstances will the Deposit be returnable;
          2. the Company shall be immediately entitled to payment or to withhold payment for 100% of the Total Price if cancellation takes place within 12 weeks or less before the start date of the Holiday.
          3. any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Holiday shall be paid by the Client on demand, including any compensation required to other Clients where the cancellation affects their Holiday for any reason.
     2. If you fail to complete any of your obligations under clauses 5 or 7, we will cancel your booking and the above clauses 9.1.1 to 9.1.3 shall apply.
     3. We reserve the right to cancel the Holiday at any time prior to the start of the Holiday. In this event, we will refund any payments made, including the Deposit.
7. Liability and Indemnity
   * 1. The Client shall indemnify the Company against all damages, costs, claims and expenses suffered by it arising from loss or damage to any equipment (including that of third parties) caused by the Client, its agents or employees.
     2. The Company shall not be held responsible for any acts or omissions of any third parties, including but not limited to airport, hotel and transfer staff.
     3. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
     4. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
     5. We may provide introductions to other companies and we may receive commission for such introductions, however, under no circumstances shall we be liable for the actions or lack of actions of said other companies.
8. Privacy Policy
   * 1. We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.
     2. Notwithstanding the above, we reserve the right to take and use photographs from the Holiday, and testimonials given by you, in marketing literature and on our website. Please contact us in writing if you do not consent to this usage.
     3. Your data is stored securely in accordance with the Data Protection Act 1998. All such data stored electronically is password protected and encrypted.
     4. We will not share any of your information with any other agency, company or business for marketing or any other purpose at any time, unless required to do so by law.
9. Confidentiality
   * 1. Each Party undertakes that, except as provided by sub-Clause 12.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 1 year after its termination:
        + 1. keep confidential all Confidential Information;
          2. not disclose any Confidential Information to any other party;
          3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
          4. not make any copies of, record in any way or part with possession of any Confidential Information; and
          5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.
     2. Either Party may:
        + 1. disclose any Confidential Information to:

any sub-contractor or supplier of that Party;

any governmental or other authority or regulatory body; or

any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

* + - * 1. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
    1. The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

1. Events outside our control (Force Majeure)

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

1. No Waiver: No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
2. Set-Off: Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
3. Intellectual Property Rights and Patents: All intellectual property rights and patents, whether pending or otherwise, shall remain in the ownership of the Company.
4. Sub-Contracting
   * 1. The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.
5. Time: The Parties agree that with the exception of payment, the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.
6. Relationship of the Parties: Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
7. Third Party Rights
   * 1. No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
     2. Subject to this Clause 20, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
8. Communications: Applicable laws require that some of the information or communications the Company sends to the Client should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This condition does not affect your statutory rights.
9. Notices: Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
10. Entire Agreement
    * 1. The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
      2. Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
11. Our right to vary these terms and conditions: We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
12. Severance: In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.
13. Consumer Rights: Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.
14. Dispute Resolution
    * 1. The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
      2. If negotiations under sub-Clause 27.1 do not resolve the matter within 14 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
      3. Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
      4. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 27 shall be final and binding on both Parties.
15. Law and Jurisdiction: This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.