



Terms and Conditions of Membership and Accreditation

CONTENTS

1.	Introduction	2
2.	Application for Fellowship	3
3.	Application for Membership	3
4.	Membership Fees and conditions	4
5.	Voting rights	5
6.	Annual Renewal	6
7.	Licence for the use of COSRT's name and logo.....	6
8.	Designatory letters.....	8
9.	Category Transfers	8
10.	Intellectual Property Rights	9
11.	Limitation of Liability	9
12.	Termination.....	10
13.	Effects of termination	11
14.	Data Protection.....	11
15.	Waiver.....	11
16.	Variation	12
17.	Entire Agreement	12
18.	Severance	12
19.	Third Party Rights	12
20.	No partnership or agency	12
21.	Force Majeure	12
22.	Governing Law	12

1. Introduction

1.1 The College of Sexual and Relationship Therapists ("**COSRT**", "**we**", "**us**" or "**our**") is the UK's leading membership organisation for therapists specialising in sexual and relationship issues. COSRT exists to support healthy, satisfying and rewarding personal relationships.

1.2 Individuals can apply for membership ("**Membership**") in the following categories (subject to revision from time to time):

Non-Registered Categories:

- **Affiliate**
- **Professional Associate**
- **Student**
- **Retired**

Registered Categories:

- **Registered**
- **Accredited**
- **Senior Accredited**

1.3 Companies and other organisations can apply to become members of COSRT as **Organisational Members**.

1.4 Members may only belong to one Membership category at any one time, with the exception that any member falling under one of the above Registered Categories may (subject to admission in accordance with the relevant eligibility criteria) be awarded (as applicable) **Registered Supervisor** or **Accredited Supervisor** status as a "bolt-on" in addition to his/her Membership. Registered/Accredited Supervisor status provides a number of additional benefits on the member but, for clarity, no additional voting or other company law rights. A member's Registered Supervisor or Accredited Supervisor status may be removed as a result of a decision under the Conduct Procedure.

1.5 COSRT may award any individual member falling under one of the above Registered Categories an individual fellowship to COSRT ("**Fellowship**"). Fellowship is not a category of Membership; however, Fellows must comply with these terms and conditions to the extent that they expressly or impliedly (on a reasonable interpretation) relate to Fellows.

1.6 These terms and conditions ("**Terms**") must be read in conjunction with the following supplementary documents, which Members and Fellows are required to comply with on an ongoing basis as a condition of Membership and/or Fellowship:

1.6.1 the Criteria for Membership (as applicable in relevant application and supporting documentation) and/or criteria for Registered or Accredited Supervisor status (as applicable);

1.6.2 the Criteria for Annual Renewal of Accreditation and/or the Criteria for Annual Renewal of Registered/Accredited Supervisor status (as applicable);

- 1.6.3 the Code of Ethics and Practice and/or the Code of Ethics and Practice for Supervisors (as applicable);
- 1.6.4 the Conduct Procedure and Sanctions Protocol;
- 1.6.5 the Advertising Policy;
- 1.6.6 any rules or regulations drawn up by CORST's board of trustees (the "**Trustees**") in accordance with COSRT's Articles of Association;
- 1.6.7 the Guidelines for Completion of any relevant Application Form;
- 1.6.8 the applicable Member/Fellow Application Form, including the Declarations set out therein; and
- 1.6.9 the Guidelines for Reapplication and Appeal;

all as published on COSRT's website (<https://www.cosrt.org.uk/>) and as amended from time to time. It is the responsibility of all Members & Fellows to ensure they comply with the most up to date version of these documents.

1.7 In these Terms:

- 1.7.1 an individual or organisation who has been granted Membership is referred to as "**a Member**";
- 1.7.2 an individual who has been granted Fellowship is referred to as "**a Fellow**"; and
- 1.7.3 the term "**you**" or "**your**" refers to an individual applying for Membership, a Member or a Fellow as applicable.

2. **Application for Fellowship**

- 2.1 Fellowship is an honour bestowed by the Trustees. Any application for Fellowship is governed by the Procedure for awarding COSRT Fellowship as published on COSRT's website and as amended from time to time.
- 2.2 The Trustees may decide in their discretion to revoke Fellowship status in order to protect the public, maintain confidence in COSRT, maintain confidence in psychosexual therapy, counselling, and psychotherapy and/or where considered to be in the interests of CORST.

3. **Application for Membership**

- 3.1 Applications for Membership can be made by downloading, completing and submitting an electronic application found on COSRT's website or (subject to availability) using an online application function found on the website.
- 3.2 When you submit your application for Membership, together with the Processing Fee (defined below) where applicable, you are making an offer to become a member of COSRT ("**Application for Membership**").
- 3.3 On Application for Membership in categories for which case studies or assessments are reviewed as part of the application process (specified on the Application for Membership), you must pay a non-refundable fee in the sum notified to you on the application form where applicable (the "**Processing Fee**").

- 3.4 An Application for Membership will be reviewed once payment of the Processing Fee, where applicable, has cleared. For the avoidance of doubt, you will not be considered as having paid until your Processing Fee (where applicable) is held by COSRT as cleared funds.
- 3.5 COSRT will contact you to inform you as to whether your Application for Membership:
- 3.5.1 has been accepted ("**Acceptance**"); or
- 3.5.2 has been rejected ("**Rejection**").
- 3.6 Where you have omitted, or submitted an incomplete piece of, vital information in your Application for Membership, then COSRT will invite you to submit your application again including the missing details within six months of such invitation.
- 3.7 Following Acceptance you must pay the Membership Fee (defined below in clause 4.2.3) pro rata to the remainder of the Membership Period (as defined below) in which you are accepted as a member, to be confirmed by COSRT. Your Membership will be valid immediately from the date on which payment is received by COSRT in cleared funds. On such receipt, a legally binding contract comes into force between you and COSRT as set out in these Terms.
- 3.8 On Rejection, you may not reapply for the same Membership category for a period of 12 months (but the avoidance of doubt you may apply for another Membership category should you wish).
- 3.9 All decisions concerning Applications for Membership, categories of Membership or transfers from one category into another shall be made at COSRT's discretion. An applicant may appeal if they have grounds to believe that the assessment process was not carried out fairly and properly in accordance with the published criteria within 3 months of Rejection in accordance with the Guidelines for Reapplication and Appeal, where applicable, as published on COSRT's website and as amended from time to time.
- 3.10 In respect of Accredited Membership, you may appeal within 3 months of Rejection in accordance with the Guidelines for Reapplication and Appeal, as published on COSRT's website and as amended from time to time.
- 3.11 Individual members may apply to COSRT to change their Membership category at any time through submitting a new Application for Membership for the new category. On Acceptance, s/he will cease to belong to the previous Membership category and become a member in the new category.
- 3.12 A member's Membership category may be changed as a result of a decision under the Conduct Procedure.
4. **Membership Fees and conditions**
- 4.1 Membership (and Membership further to annual renewal) is granted for a consecutive 12-month period commencing on 1 January and expiring on 31 December ("**Membership Period**").
- 4.2 The conditions of Membership are as follows:
- 4.2.1 all information provided by you to COSRT on the Application for Membership must be true, accurate and complete at the point of submission. If it subsequently transpires that all or any of the information provided by you was false and/or misleading, whether by inclusion or omission COSRT reserves the right to revoke your Membership in accordance with clause 12.1.5 below;

- 4.2.2 in the event of a change of circumstances such as criminal, civil or professional charges, investigations, disciplinary proceedings, sanctions or convictions, moving jobs, change of contact details or any other change in relation to any of the information provided to COSRT, you must provide updated information by email to COSRT within 14 days of such change occurring giving full details of the issue in question. Where failure to comply breaches the Code of Ethics then action may be taken under the Conduct Procedure;
- 4.2.3 you must pay the applicable annual Membership fee ("**Membership Fee**") in respect of each Membership Period during which you are a member (subject to clause 3.7 in respect of the Membership Period in which you are first accepted as a member). COSRT reserves the right in its absolute discretion to change the Membership Fee each year;
- 4.2.4 you must comply with these Terms, including the documents referred to within them (including at clause 1.6 above) and;
- 4.2.5 you must comply with reasonable requests for information from COSRT and cooperate with any COSRT investigations.
- 4.2.6 Subject to any statutory right to cancel, Membership Fees (or parts thereof) are non-refundable once received by COSRT.

5. Voting and non-voting members

5.1 The following members are members of COSRT for the purposes of company law:

5.1.1 Professional Associate Members

5.1.2 Student Members

5.1.3 Retired Members

5.1.4 Registered Members

5.1.5 Registered Supervisor Members

5.1.6 Accredited Members

5.1.7 Accreditor Supervisor Members

5.1.8 Senior Accredited Members; and

5.1.9 Organisational Members.

5.2 Subject to clause 5.3 (in respect of Organisational Members), each member belonging to any of the above categories may attend, speak, vote and demand a poll at any general meeting, in person or by proxy, and shall have one vote (whether on a show of hands, a poll or a written resolution).

5.3 Organisational Members (via their authorised representatives) shall have the same voting rights as the above individual members except as stated otherwise in COSRT's Articles of Association.

5.4 Affiliate Members are not members of COSRT for the purposes of company law and have no right to attend, speak at or vote at general meetings.

6. **Annual Renewal**

- 6.1 All categories of Membership are subject to annual renewal effective from 1 January.
- 6.2 If you do not renew your Membership in accordance with the following provisions, it will expire automatically at the end of the current Membership Period (as defined above).
- 6.3 Notwithstanding these provisions, renewal of Membership is subject to receipt in cleared funds of the Membership Fee in respect of the relevant Membership Period (as defined above).
- 6.4 **Renewal of Accreditation (annual relicensing):** Accredited and Senior Accredited Members must complete all annual relicensing at least 30 days before the end of the current Membership Period. If you fail to successfully complete annual relicensing, then accreditation will be withdrawn, and your Membership will be adjusted to that of Registered Member. Any renewal by Direct Debit or direct payment will be amended accordingly.
- 6.5 **Renewal by Direct Debit:** When the current Membership Period comes to an end, COSRT will send you a renewal reminder. If you do not wish to renew your Membership, you must inform COSRT by email to info@cosrt.org.uk at the earliest opportunity and preferably at least 30 days before the end of the current Membership Period. Unless we are so informed by at least 14 days before the end of the current Membership Period, (subject to clause 6.4 in respect of Accredited Members) your Membership will automatically renew for a further Membership Period and you will be liable to pay the Membership Fee for the further Membership Period (which will be deducted by COSRT) and you will be subject to these Terms (as published on COSRT's website and amended from time to time) as a continuing member of COSRT for the further Membership Period.
- 6.6 **Renewal by direct payment:** When the current Membership Period comes to an end, COSRT will send you a renewal reminder, and your Membership will lapse at the end of the current Membership Period unless and until a further Membership Fee payment is received from you by that date (as defined above).
- 6.7 If your Membership lapses because you have not paid your Membership Fee for the further Membership Period, COSRT reserves the right to revoke your Membership in accordance with clause 12.1.3 below.

7. **Licence for the use of COSRT's name and logo**

- 7.1 COSRT is and will be the owner of all current and future intellectual property rights in our Name (defined below) and Logo (defined below), including any revisions, changes or variations thereto (together referred to as the "**Marks**"). The "**Name**" includes (without limitation) the phrase "College of Sexual and Relationship Therapists" and the acronym "COSRT". The "**Logo**" appears at the Annex to these Terms.
- 7.2 COSRT grants a non-exclusive licence to use the Marks ("**Licence**"):
 - 7.2.1 during the term of Membership in a professional manner on the Member's website, business cards, stationery and advertising and marketing documentation, in accordance with these Terms to:
 - (a) Affiliate Members, whose use of the Marks must be restricted to use of the Name within a prose description of themselves as COSRT Affiliates who abide by the COSRT Code of Ethics and Practice. For the avoidance of doubt, Affiliate Members are not permitted to use the Logo;

- (b) Professional Associate Members, whose use of the Marks must be restricted to use of the Name within a prose description of themselves as Professional Associate Members of COSRT who abide by the COSRT Code of Ethics and Practice. For the avoidance of doubt, Professional Associate Members are not permitted to use the Logo;
- (c) Student Members, whose use of the Marks must be restricted to use of the Name within a prose description of themselves as Student Members of COSRT who abide by the COSRT Code of Ethics and Practice. For the avoidance of doubt, Student Members are not permitted to use the Logo;
- (d) Retired Members, whose use of the Marks must be restricted to use of the Name within a prose description of themselves as Retired Members of COSRT who abide by the COSRT Code of Ethics and Practice. For the avoidance of doubt, Retired Members are not permitted to use the Logo;
- (e) Registered Members, whose use of the Marks must be accompanied by the words "Registered Member of";
- (f) Accredited Members, whose use of the Marks must be accompanied by the words "Accredited Member of";
- (g) Senior Accredited Members, whose use of the Marks must be accompanied by the words "Senior Accredited Member of";
- (h) Accredited Supervisors, whose use of the Marks must be accompanied by the words "Accredited Supervisor";
- (i) Organisational Members, whose use of the Marks must be accompanied by the words "Organisational Member of"; and
- (j) Fellows, whose use of the Marks must be accompanied by the words "Fellow of"; and

7.2.2 to Organisational Members providing COSRT-accredited training, during the term of accreditation in a professional manner on their website, stationery and advertising and marketing documentation, provided that such use must be in accordance with these Terms, limited to the accredited course and must be accompanied by the words "[insert name of course] COSRT accredited training course".

(each a "**Licensee**").

- 7.3 A Licensee shall not sub-licence, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the relevant Licence.
- 7.4 A Licensee will not represent that COSRT endorses, recommends or approves any of their products, activities or services other than their Membership or (as applicable) specified COSRT-accredited training course.
- 7.5 The Marks may not be used in any manner that discredits COSRT or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterises the relationship between the Licensee and COSRT, including but not limited to any use of the Marks that might be interpreted as an endorsement, approval, sponsorship, or certification by COSRT of a Licensee's business or organisation, or the Licensee's

products or services, or that might be interpreted as support or encouragement to purchase or utilise the Licensee's products or services other than specified COSRT-accredited courses.

- 7.6 A Licensee shall not, whether by act, omission or permission to a third party, weaken, damage or cause detriment to the Marks or the reputation or goodwill associated with the Marks or COSRT, or that may invalidate or jeopardise any registration of the Marks. The Licensee shall not apply for, or obtain, registration of the Marks for any goods or services in any country. The Licensee shall not apply for, or obtain, registration of any trade or service mark or domain names in any country which consists of, or comprises, or is confusingly similar to, the Mark.
- 7.7 Any goodwill derived from the use by the Licensee of the Marks shall accrue to and vest in COSRT. COSRT may, at any time, call for a confirmatory assignment of that goodwill and the Licensee shall immediately execute it.
- 7.8 COSRT reserves the right to request samples of the Licensee's use of the Marks in order to determine the Licensee's compliance with these Terms.
- 7.9 Without prejudice to any other rights or remedies that COSRT may be entitled to, the Licensee acknowledges that damages may not be an adequate remedy for breach of the obligations set out in this clause 7 and agree that COSRT will be entitled to seek remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach.

8. **Designatory letters**

- 8.1 COSRT grants the use of the following designatory letters ("**Designatory Letters**") during the term of Membership in a professional manner, in accordance with these Terms (and without limitation COSRT's Advertising Policy and Code of Ethics and Practice) to:
- 8.1.1 Registered Members, whose designatory letters are "RegCOSRT";
- 8.1.2 Registered Supervisors, whose designatory letters are "RegCOSRT(sup)";
- 8.1.3 Accredited Members, whose designatory letters are "AccCOSRT";
- 8.1.4 Accredited Supervisors, whose designatory letters are "AccCOSRT(sup)"; and
- 8.1.5 Senior Accredited Members, whose designatory letters are "AccCOSRT(sen)".
- 8.2 Members shall be entitled to use Designatory Letters during their term of Membership but must act in accordance with COSRT's relevant policies including Advertising Policy as revised from time to time.
- 8.3 Members found to be using the Designatory Letters when not permitted to do so, or using them in a manner that is inconsistent with the right of use, and/ or suggesting explicitly or by implication that the use of such letters represents a qualification of any kind, may be subject to the COSRT's Conduct Procedure and/or have their continuing Membership of COSRT considered by the Trustees under powers set out in the Articles of Association. This may include the imposition of sanctions up to and including the termination of membership of COSRT.

9. **Category Transfers**

- 9.1 No category of Membership can be lent or transferred to any other organisation or individual, or benefits, offers or services used by any other than the named individual or organisation in the Application for Membership.

9.2 The Trustees may decide in its discretion to transfer your Membership from one category to another (or in the case of Registered Supervisors or Accredited Supervisors, to remove you from that Membership category) following the application of the Conduct Procedure.

10. Intellectual Property Rights

10.1 All intellectual property rights which exist in any materials ("**Materials**") provided to you as part of the Membership services are and will be owned by COSRT.

10.2 You shall not:

10.2.1 licence, sell, rent, lease, transfer, assign or otherwise commercially exploit passwords provided to you by COSRT; or

10.2.2 licence, sell, rent, lease, transfer, assign or otherwise commercially exploit or otherwise make the Name, Logo or Materials available to any third party.

11. Limitation of Liability

11.1 This clause sets out the entire financial liability of COSRT (including any liability for the acts or omissions of its employees, agents, consultants and sub- contractors) to You in respect of:

11.1.1 any breach of these Terms however arising; or

11.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by any applicable law, excluded from these Terms.

11.3 Nothing in these Terms limits or excludes the liability of COSRT:

11.3.1 for death or personal injury resulting from its negligence; or

11.3.2 fraud or fraudulent misrepresentation.

11.4 Subject to clauses 11.2 and 11.3:

11.4.1 COSRT shall not under any circumstances whatever be liable for any

- (a) loss of profits;
- (b) loss of business;
- (c) depletion of goodwill and/or similar losses;
- (d) loss of anticipated savings;
- (e) loss of contract;
- (f) loss of use;
- (g) loss of opportunity of whatsoever nature;
- (h) loss or corruption of data or information;

- (i) ex gratia payments of any kind; or
- (j) special, indirect, consequential, punitive or pure economic loss, costs, damages, charges or expenses and

11.4.2 COSRT's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these Terms shall in all circumstances be limited to £500.

12. Termination

12.1 Your Membership shall immediately cease if:

12.1.1 you die or, if you are an organisation, cease to exist;

12.1.2 you become incapable of managing your affairs;

12.1.3 any sum due from you has been wholly or partly outstanding for at least two months and COSRT serves notice in writing on you terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served. For the avoidance of doubt COSRT may in its absolute discretion delay in serving such notice for any period which it considers fit;

12.1.4 it is determined by COSRT that the application on which you were admitted contained or referred to information which was false or misleading and termination is recommended to the Trustees of COSRT provided that due notice is given to you and that you have the opportunity to make representations to the Trustees in accordance with the terms of the notice before the Trustees make a decision;

12.1.5 it is determined by COSRT in accordance with policies adopted by the Trustees that your Membership of COSRT should be terminated and that having followed all applicable procedures the Trustees agree with the recommendation made by COSRT;

12.1.6 you have breached any of these conditions of membership (including the terms of the licence to use COSRT's name(s), logo(s) and/or trade marks), and the Trustees resolve that you be removed as a Member for that reason;

12.1.7 in respect of any matter relating to you which is handled under COSRT's Conduct Procedure, the Trustees (or any person or panel with delegated authority from the Trustees) determine, in accordance with such procedure, that you should be removed, or suspended for a specified period, as a Member; or

12.1.8 at a meeting of the Trustees at which a quorum of the Trustees are present, a resolution is passed resolving that you be removed as Member on the grounds that your continued membership is harmful to or is likely to become harmful to the interests of COSRT. Such a resolution may not be passed unless you have been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal, and you have been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. If you are removed by such a resolution you will nevertheless remain liable to pay to COSRT any subscription or other sum owed by you.

12.2 You can end your Membership at any time on notice in writing to CORST, provided that after your retirement the number of Members is not less than twenty. (This provision constitutes the relevant

"rules" referred to under Article 13.1.3 and established under Article 39 of the Articles of Association.)

13. Effects of termination

13.1 Upon termination of your Membership and/or Fellowship (as applicable) for whatever reason:

13.1.1 you shall immediately cease to use the Marks (Name and Logo), the Materials and the Designatory Letters;

13.1.2 all licences under these Terms shall terminate (in particular the Licence in clause 7.2);

13.1.3 you shall immediately cease to hold yourself out (as applicable) as a Member and/or Fellow of COSRT; and

13.1.4 you will, on our request, either return the Materials and any hard copy materials of any kind with the Name and/or Logo on in your possession, custody or control to us, or undertake to destroy the same within 10 days of such request and (where applicable) at our request provide confirmation within fourteen (14) days of compliance with this undertaking.

13.2 Upon expiry or lapse of (as applicable) your Membership and/or Fellowship, you will no longer be a member of COSRT and you will no longer be entitled to receive (as applicable) any Membership and/or Fellowship benefits.

14. Data Protection

14.1 Each of you and COSRT shall comply with its respective obligations under the EU General Data Protection Regulation 2016/679(GDPR) and references in this clause to "processor", "controller" and "personal data" shall have the meanings defined in the GDPR.

14.2 Where COSRT, as part of the fulfilment of its obligations under these Terms, processes personal data relating to you it shall be a controller of your personal data and shall:

14.2.1 comply with its obligations under the GDPR;

14.2.2 Process your personal data in accordance with the COSRT Privacy Notice which you can find on our website at <https://www.cosrt.org.uk/members-and-professionals/gdpr/>

14.2.3 at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

14.2.4 not transfer any personal data outside the European Economic Area without taking appropriate steps to protect your personal data as required under the GDPR; and

14.3 COSRT shall provide to you, on request and in accordance with the applicable rules under the GDPR, a copy of all your personal data held by COSRT pursuant to these Terms, in the format and on the media reasonably specified by you.

15. Waiver

15.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

16. Variation

- 16.1 At its absolute discretion, COSRT may at any time alter, amend, change, modify or withdraw any of the membership benefits that comprise the Membership offering. It will be your responsibility to keep up-to-date with all such changes and continued use of the member services shall be deemed acceptance of any changes to these Terms, the most recent edition of which shall be binding on you.

17. Entire Agreement

- 17.1 These Terms (and all the documents referred to in them) constitute the entire agreement between you and COSRT and supersedes all previous drafts, arrangements, understandings or agreements between you and COSRT, whether written or oral, relating to the subject matter of these Terms.

18. Severance

- 18.1 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 18.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to give effect to the parties' original commercial intention.

19. Third Party Rights

- 19.1 No-one other than you and COSRT shall have any rights under or in connection with these Terms.

20. No partnership or agency

- 20.1 Nothing in these Terms is intended to, or shall operate to, create a partnership between you and COSRT, or to authorise either party to act as agent for the other, and neither you nor COSRT shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Force Majeure

- 21.1 COSRT shall not in any circumstances have any liability to you under these Terms if it is prevented from, or delayed in, performing its obligations under these Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of COSRT or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

22. Governing Law

- 22.1 These Terms shall be interpreted in accordance with English law and all disputes shall be subject to the exclusive jurisdiction of the English Courts.