

Advance HE: Delegate Terms & Conditions for Programmes and Events (excluding Aurora and Top Management Programme)

Scope of these Terms and Conditions:

The following are the terms and conditions on which **Advance HE**, a private company limited by guarantee incorporated under the laws of England and Wales (Company Number 04931031) whose registered office is at Innovation Way, York Science Park, Heslington, York, YO10 5BR ("**Advance HE**") will organise, manage and run the Event.

These Terms and Conditions apply when you make a booking, including a reservation or application, in respect of any of our programmes or events, including training, webinars, conferences, e-learning and similar services (but excluding Aurora and Top Management Programme), via any method including our website/Portal, any of our third party virtual platforms, by email or by telephone. When you make a booking using our digital channels you will be asked to tick a box to confirm that you accept these Terms and Conditions to proceed with your booking. When you book using the third-party platforms, telephone or by email there will be no tick box confirmation process, but the Terms and Conditions will be available for you to view on our website and may also be sent to you by email for your information. For your own benefit and protection, you should read these Terms and Conditions carefully before making a booking and let us know prior to completing any booking if you have any queries or concerns. By completing the booking, application or reservation, you acknowledge and agree that you have read, understood and agreed to the Terms and Conditions set out below.

These Terms and Conditions together with the Booking Form, any appendices, schedules, annexes and any other documents as the parties may agree from time to time are together the "**Agreement**". This Agreement forms the entire agreement between Advance HE and the Organisation or Delegate relating to the subject matter of this Agreement. It replaces and supersedes any previous proposals, correspondence, understanding or other communications whether written or oral (save that Advance HE does not exclude liability for any fraudulent pre-contractual misrepresentations made by it on which the Organisation or Delegate can be shown to have relied upon).

1 Interpretation

1.1 In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

"Booker": the individual from the Organisation completing the Booking Form, who may not be the Delegate attending the Event;

"Booking Form": the form/online form the Organisation completes to book the Delegate on to the Event;

"Business Days": a day that is not a Saturday, Sunday, or bank or public holiday in England;

"Cancellation": the withdrawal of a delegate from an event or programme;

"Charges": the charges, fees, expenses and any other sums specified in the relevant Booking Form;

"Cohort": the group of Delegates attending an Event or Programme organised, managed and delivered by Advance HE on set dates;

“Confirmation”: the confirmation e-mail from Advance HE confirming the successful receipt of the Booking Form or Purchase Order (as appropriate);

“Content”: including but not limited to presentations, documentation, materials, workbooks, plans, assessments and sketches;

“Control”: the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly);

“Credit”: the relevant proportion of Charges to be offset against a future Event;

“Data Protection Legislation”: shall mean the GDPR (or such replacement thereof in the UK) any national implementing laws, regulations and secondary legislation relating to the protection of personal data and the privacy of individuals, including (but not limited to) the DPA; all as amended or updated from time to time, in the UK including applicable regulatory policies, guidelines or industry codes;

“Delegate”: the individual(s) attending the Event;

“DPA” means the UK Data Protection Act 2018;

“Event”: the conference, event, programme, seminar or workshop organised, managed and delivered by Advance HE;

“Force Majeure”: any circumstance not within a party's reasonable control including, but not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; Staff illness or cancellation; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; military coup; nuclear, chemical or biological contamination or sonic boom; any state's exit from the European Union; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; an application for the relevant visa for Staff to undertake required international travel being denied; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and interruption or failure of any utility service;

“Foreground IPR”: Intellectual Property Rights in items or materials created by Advance HE and/or its Staff (or by a third party on behalf of Advance HE) specifically for the purposes of this Agreement including, Intellectual Property Rights in any Content;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Intellectual Property Rights”: trademarks, service marks, trade names, design rights, copyright (including rights in software), patents and patent applications, and any rights or property similar to any of the foregoing in any part of the world whether registered or not registered together with the right to apply for the registration of any such rights, and all rights or forms of protection having equivalent or similar effect, in any part of the world;

“Multi-person booking”: a booking made by an Organisation or Booker for two or more individuals within the same institution;

“Organisation”: the individual, firm, company or organisation placing the booking

on to the Event by completing the Booking Form;

“Pending Booking”: a booking which has been completed, but confirmation of payment via Purchase Order from the Organisation is outstanding;

“Purchase Order”: the order submitted by the Organisation to purchase a place/places on the Event;

“Staff”: any employee, consultant, sub-contractor of Advance HE or any other persons engaged by Advance HE who are involved in the organisation, management, administration and/or delivery of the Event;

“TBC Booking”: a Booking made on behalf of another individual at their Organisation, who is not named at point of purchase;

“Transfer”: the transfer of a place or places at an event or programme from one named Delegate to another member of staff at the same Organisation, or from one Event to a later cohort of the same Event, or to a different Event with the same attendance fee; and

“Venue”: the place where the Event, or any part of the Event, is taking place.

1.2 Clause, paragraph, and schedule headings shall not affect the interpretation of the Agreement and references to clauses, paragraphs and schedules are to the clauses and schedules of the Agreement.

1.3 Words in the singular include the plural and vice versa.

1.4 Any reference to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time and includes any replacement legislation or subordinate legislation for the time being in force made under it.

1.5 Any phrase introduced by the term **“include”**, **“including”**, **“in particular”**, **“for example”** or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.

1.6 In the event and only to the extent of any conflict between these terms and conditions and the Booking Form, these terms and conditions shall prevail except where the Booking Form (as applicable) specifically states that its terms are to prevail over these terms and conditions.

1.7 The terms of this Agreement shall prevail over any other terms and conditions issued by the Organisation (whether on a Purchase Order or otherwise).

2. Registration and attendance at any Event

2.1 Registration at an Event ensures a Delegate place at an Event only, and unless expressly mentioned in the Event details, is exclusive of accommodation and travel costs.

2.2 Registration at events or programmes can be made for single named Delegates, for multiple named Delegates (Multi-person bookings), or for single or multiple unnamed Delegates (TBC Bookings) via Advance HE’s booking portal, MyAdvanceHE, In all instances the Booker is liable for payment of the Booking.

2.3 In the event that Advance HE’s online booking system is unavailable, a booking can be made through the Programmes and Events team via e-mails to

events@advance-he.ac.uk or programmes@advance-he.ac.uk

2.4 Upon receipt of the Booking Form, Advance HE will send an automated Confirmation to the Booker and the Delegate(s) immediately or within 2 working days if a booking is agreed via e-mail, and a place shall be reserved (subject to availability) upon payment in accordance with clause 3.

2.5 Where a TBC Booking is completed, Advance HE will send an automated Confirmation to the **Booker only** immediately or within 2 working days if a booking is agreed via e-mail, and a place shall be reserved (subject to availability) upon payment in accordance with clause 3.

2.6 Where a TBC Booking is made, the Booker is obliged to identify and add names and contact details of the Delegates to Advance HE's online portal (MyAdvanceHE) **4 weeks** ahead of the commencement of the Event. Once identified, named Delegates will automatically receive Confirmation of their place at the Event.

2.7 Once a named Delegate has received the Confirmation, the booking is strictly for the named Delegate named on the Booking Form and cannot be transferred to another delegate without written consent from Advance HE (subject to clause 4). Failure to obtain Advance HE's written consent will result in an invoice being issued for the additional Delegate.

2.8 It may be necessary beyond Advance HE's reasonable control, to alter any and all elements of the advertised Event including, but not limited to, Content, speakers, dates, timing and location, or moving the Event to a digital format. Advance HE reserves the right to do this without prior notice or liability in relation to travel or accommodation costs incurred by the Delegate. However, Advance HE will make every effort to provide Delegates with reasonable notice in respect of any of the aforementioned alterations to the Event.

2.9 Delegates are expected to take part in the full Event to derive the maximum benefit.

2.10 While attending the Event, Delegates are expected to behave in a professional manner and respect diversity and the opinions and choices of speakers and other Delegates; and are to comply with the terms and conditions and other requirements of the host Venue.

2.11 Attendance at a digital Event:

2.11.1 This clause 2.11 is applicable to Events that are delivered in digital format.

2.11.2 In respect of any digital Event, Advance HE will:

2.11.2.1 Carry out its obligations under this Agreement to deliver the digital Event with reasonable skill and care;

2.11.2.2 Use its reasonable endeavours, for so long it's within Advance HE's control, to provide constant and uninterrupted access to the digital space in which the Event is held;

2.11.3 In respect to any digital Event, the Organisation and the Delegates understand and agree that:

The Delegates are responsible for the necessary arrangements to access the digital

format in which the Event is being held, including but not limited to a stable internet connection and compatibility with any software used to deliver the digital Event, including third party software;

2.11.3.1 If applicable, the Delegates shall create an account by signing up with a user name and password on any software used to deliver the digital Event. The Delegates understand and agree that all usernames and passwords are personal information and therefore the Delegates are responsible and shall ensure that they treat such information as confidential and shall not disclose, share or transfer them to any individual. Advance HE reserves the right to suspend a Delegate's account upon suspicion of a breach of this obligation;

2.11.3.2 The Delegates are only allowed to use, reproduce, download and print the Content for the purpose of attending the digital Event. Neither the Organisation nor the Delegates may disclose the Content to any individuals outside the Organisation, without Advance HE's prior consent;

2.11.3.3 The software used to deliver the digital Event and/or any Content may contain links to third parties. The Organisation and the Delegates are solely responsible for deciding whether to access a third-party website. Advance HE has no responsibility for any aspect of third party websites, including but not limited to the content on their websites and the terms of use of their website

2.11.4 Advance HE may suspend, withdraw, discontinue or change all or any part of the digital format in which the Event is held without prior notice.

3. Charges, Invoicing and Payment

3.1 Bookings are made on Advance HE's systems, on which payment can be made either via credit card or by a Purchase Order from the Organisation for the Event Charge.

3.2 Proforma invoices are automatically created by the system and will be sent directly to the Organisation contact on completion of a Booking.

3.3 Where neither a credit card payment is made nor a Purchase Order uploaded to the Booking, a Confirmation email will be sent to the Booker, stating a provisional place has been reserved for the Delegate, pending payment (a Pending Booking).

3.3.1 Bookers of Pending Payments are responsible for ensuring a means of payment is provided within five days of the booking being made, and in exceptions a minimum of **5 days** before the commencement of the Event, by completing a credit card payment or uploading a valid institutional Purchase Order to the 'My Invoices' area of their profile on Advance HE's online booking portal (MyAdvanceHE). Automatic reminders will be sent to the booker 5 days after initial Booking was made and again 5 days ahead of the commencement of the Event.

3.3.2 The Organisation **is liable for payment** of Pending Bookings unless they inform Advance HE in writing that the Booking constituted a duplication that was made in error by e-mailing events@advance-ac.uk and programmes@advance-he.ac.uk, at which point the Booking and associated invoice will be cancelled.

3.3.2 Advance HE reserves the right to deny a Delegate access to an Event or cancel a Delegate place if the Booking is still Pending at the time of the Event.

3.4 In the event that Advance HE's online booking system is unavailable, a booking can be made through the Programmes and Events team by e-mail to events@advance-he.ac.uk and programmes@advance-he.ac.uk. A Pending Booking

will be made and the Booker will be sent a payment link or will be required to send through a Purchase Order to complete the booking.

3.5 Where payment of the Booking is made by Purchase Order, Advance HE will send a full invoice which must be paid in full no later than 30 days of receipt.

3.6 Delegates will be personally liable to pay any Charges if they have committed to a place without the approval of their employer or sponsor.

3.7 Unless otherwise stated in this Agreement or in the Event Information, Advance HE will not be responsible for any expenses or other liabilities incurred by the Delegate as a result of attendance at any Event.

3.8 Unless stated otherwise in the Booking Form, the Organisation will pay the Charges plus any equivalent sales tax in any applicable jurisdiction, which shall be added by the Organisation to its invoices at the appropriate rate.

3.9 Where an Organisation has booked an event on behalf of a Delegate who is an employee of the Organisation, should the Delegate leave their employment between the time of booking and the time of the programme, responsibility for the payment (subject to the Clause 4 (Cancellation and Transfers)) remains with the Organisation.

3.10 On residential Events, all costs for accommodation required before or after the Event, and all incidental costs incurred during Events, will be the responsibility of the Organisation.

3.11 All Delegates are to arrange their own travel insurance, where necessary.

3.12 Where a reduced rate for an Event has been applied due to the Organisation being a member of Advance HE, the Organisation must remain an Advance HE member from the time of booking and for the duration of the Event for the discount to apply. Advance HE may invoice for the difference between the member rate and the non-member rate, which will be payable within 30 days should the Organisation no longer be a member of Advance HE.

4. Cancellation and Transfers

4.1 All requests for amendments, Cancellations or Transfers to Bookings must be made in writing to events@advance-he.ac.uk and programmes@advance-he.ac.uk.

4.2 A Delegate may cancel their place at an Event up to **5 weeks** before the date of the first day of the Event and full Credit for the event will be offered for a future event. Credit may be used by the Organisation to make a Booking for an alternative Event of equivalent price, or to offset payment against a more expensive Event. Advance HE fully reserves the right to give no Credit or to not allow a substitute Delegate to attend in place of the originally booked Delegate.

4.3 Requests made for cancellation within five weeks of the Event start date will result in **partial Credit** being awarded, on the following basis:

- (i) Between **4 and 5 weeks** ahead of the Event start date – 75% of ticket value
- (ii) Between **3 and 4 weeks** ahead of the Event start date – 50% of ticket value
- (iii) Between **2 and 3 weeks** ahead of the Event start date – 25% of ticket value
- (iv) Less than **2 weeks** ahead of Event start date – 0% of ticket value

4.4 No Credit will be available in the event of a Delegate withdrawing within 2 weeks of the commencement date of the event or programme or being absent during an Event or any part thereof.

4.5 Any Credit offered must be utilised within 12 months of being awarded.

4.6 Transfers may be requested up to **5 weeks** before the commencement of the Event free of charge in accordance with clause 4.1 by sending an e-mail to events@advance-he.ac.uk or programmes@advance-he.ac.uk. Transfers include:

- (i) The Transfer of one or more named Delegate to another individual at their own institution;
- (ii) The Transfer of one or more named Delegate to a subsequent cohort of the same Event;
- (iii) The Transfer of one or more named Delegate to an Event of equivalent attendance fee.

4.7 For Events where the Delegate has secured a place on the Event via an application process, the Delegate place may be transferred to another delegate, subject to a successful application from the new delegate.

4.8 Transfers requested less than **5 weeks** before the commencement of the Event will be subject to a transfer fee of **20% of the ticket fee**, to cover administrative and overhead costs incurred and the transfer will not be completed until the transfer fee has been paid.

4.9 Subject to clause 8 (Force Majeure), should an Event be postponed or cancelled by Advance HE, the Delegate will be offered an option to be reserved a place on an alternative event. If no alternative event is arranged within 6 months of the postponement/cancellation, a Credit will be issued to the Organisation for the Charges. The Credit must be used within 12 months of it being issued, and any shortfall is to be met by the Organisation.

4.10 Should an Event be postponed or cancelled by Advance HE or the Venue changed within 2 weeks of the Event start date (which is not due to Force Majeure), Advance HE may, at its discretion, reimburse reasonable UK travel expenses (for the cheapest tickets/prices available on the day), where these have been booked in advance. The Organisation must provide Advance HE with necessary documentary evidence (such as receipts) within 2 weeks of the cancellation or change in Venue to be entitled to reimbursement. For the avoidance of doubt, Advance HE will not refund any international travel costs or expenses incurred.

5. Intellectual Property Rights

5.1 All Intellectual Property Rights in any Content shall remain the property of Advance HE or the party to whom Advance HE is licensed to use the Content.

5.2 Delegates may not reproduce, distribute, modify, sell, hire or copy, transfer any Content and may not use or store such Content except for the purpose of non-commercial pre or post Event reference.

5.3 The Content does not necessarily reflect the views or opinions of Advance HE.

6. Publicity and Recording of Events

6.1 Save for where Advance HE's prior written consent has been obtained (consent by e-mail to suffice), photography, filming, recording, broadcasting or other dissemination of the Event content is not permitted. As a condition of entry to the Event, if permission is granted to the Delegate, the Organisation procures for the Delegate to assign to Advance HE (by way of present assignment of future copyright) the Intellectual Property Rights in any photographs or recordings the Delegate makes at the Event.

6.2 Advance HE reserves the right to record or photograph any element of an Event for use in promotional material or to display on its website. Delegates will be forewarned that sessions will be recorded or photographed and provided an opportunity to opt out of photographic recordings.

7. Limitation of Liability

7.1 Nothing in the Agreement limits or excludes the liability of either party (if any) for personal injury or death resulting from its negligence, fraudulent misrepresentation or any other matter which cannot be excluded or limited by law.

7.2 Subject to clause 7.1:

7.2.1 neither party shall under any circumstances whatsoever be liable to the other party for:

- (i) any indirect, special, or consequential losses of any nature and howsoever caused, even if the losses were reasonably foreseeable or the other party has been advised of the possibility of such loss occurring; or
- (ii) any direct or indirect loss of profit, business, contract, goodwill, corruption of data or information, revenues or anticipated savings.

7.2.2 each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement shall in all other circumstances be limited to the sum of the Charges paid or payable by the Organisation to Advance HE

7.3 Each party shall maintain during the period of this Agreement with a reputable insurance company adequate insurance against its liabilities under the Agreement on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

7.4 Each party warrants to the other party that it has full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party. For the avoidance of doubt the Organisation making the booking shall be deemed to have authority to do so from the person, firm, company or organisation on whose behalf they are acting or purport to act.

While Advance HE shall use reasonable endeavours to ensure the accuracy of any Content, the parties acknowledge and agree that any Content provided under this Agreement is provided "as is" and without any express or implied warranties, representations or undertakings and Advance HE shall not be held responsible for any consequences arising out of any inaccuracies or omissions in the Content unless they are the result of wilful default on the part of Advance HE. For example, Advance HE gives no warranty that any Content does not infringe third party rights.

7.5 Each of the parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

7.6 The Organisation fully indemnifies Advance HE for any costs or charges Advance HE may incur as a result of damage caused by the Organisation's Delegate(s) to the Venue where the Event takes place.

8. Force Majeure

8.1 Neither party to the Agreement shall be deemed to be in breach of the Agreement, or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to Force Majeure, provided that as soon as reasonably practicable upon a party becoming aware of a Force Majeure it shall notify the other party in writing of the Force Majeure and the anticipated duration of such Force Majeure.

9. Data Protection

9.1 In this clause 9, “**Data Subject**”, “**Personal Data**”, “**Process**”, “**Processed**” and “**Processing**” shall have meanings ascribed to them in the Data Protection Legislation.

9.2 Both parties will duly observe all of their obligations under the Data Protection Legislation which arise in connection with the Agreement.

9.3 Where either party Processes Personal Data on behalf of the other party in connection with the Agreement, that party shall:

9.3.1 Process the Personal Data only in accordance with instructions from the other party;

9.3.2 Process the Personal Data only to the extent, and in such a manner, as is necessary for the performance of the Processing party’s obligations under the Agreement, or as is required by law;

9.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected; not transfer the Personal Data to any country or territory outside the European Economic Area without the prior written consent of the other party;

9.3.4 take reasonable steps to ensure that such Personal Data are not unlawfully disclosed or Processed as a result of the Processing party’s access to such Personal Data; and

9.3.5 provide to the other party such information regarding the Processing party’s compliance with clauses 9.3.1 to 9.3.5 as the other party may from time to time reasonably require to enable it to comply with its obligations as a data controller and, more generally, to ensure that Personal Data are appropriately protected.

9.4 Advance HE’s privacy statement can be found [here](#) and by signing the Contract, the Organisation confirms that it has read and understood and agrees to the same. Where an Organisation is booking an Event on behalf of Delegates, the Organisation warrants and represents that all its Delegates for whom it makes the booking have seen and consented to the privacy statement.

9.5 Advance HE may amend this clause 9 without notice to accommodate any changes to the Data Protection Legislation.

10. Anti-Bribery and Corruption

10.1 Each party shall:

10.1.1 comply with all applicable laws, statutes and regulations relating to anti-

bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”); and

10.1.2 have and shall maintain in place throughout the period of this Agreement, its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

10.2 Neither party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (whether such an act was committed in the UK or not).

10.3 If any breach by either party (or anyone acting on its behalf) of this clause 10 is suspected or known, that party must notify the other party immediately and must respond promptly to the other party’s enquiries and co- operate with any investigation.

10.4 Any breach of this clause 10 by either party or anyone acting on its behalf shall be deemed a material breach of the Agreement not capable of remedy.

11. Dispute Resolution

11.1 Subject to the remainder of this clause 11, the parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement, or its subject matter.

11.2 If any dispute or claim arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 working days after such notice or by such later date as the parties may otherwise agree in writing).

11.3 If the parties are unable to resolve the dispute or claim in accordance with clause 11.2, the parties shall seek settlement of that dispute or claim by mediation in accordance with the LCIA Mediation Rules (as at the date of such mediation), and those Rules are deemed to be incorporated by reference into this clause 11.

11.4 If the dispute or claim is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, either party may commence proceedings in accordance with clause 12.

12. General

12.1 **Waiver:** A waiver of any right under the Agreement 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.

12.2 **Variation:** No variation of the Agreement shall be valid unless in writing and signed by a duly authorised representative of each of the parties.

12.3 **Notices:** Any notice given under the Agreement must be made in writing, sent for the attention of the person, and to the address, given on the front page of the Agreement (or such other address or person as the relevant party may notify to the other party).

12.4 **Agency:** Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for

the other, and neither party 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).

12.5 Assignment and Sub-Contracting: Advance HE may assign or novate the Agreement to:

- (i) any separate entity Controlled by Advance HE; or
- (ii) any body or department which succeeds to those functions of Advance HE to which the Agreement relates. The Organisation warrants and represents that it will (at Advance HE's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 12.5.

12.6 Severability: If any provision of the Agreement is or becomes illegal, void or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence good faith negotiation to remedy such invalidity.

12.7 Third parties: The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.8 Governing Law: This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.