

## THE CONWAY CENTRES - Residential Terms and Conditions

***Please take time to read the following terms and conditions carefully. They are the basis of the Contract between your organisation and Edsential for this Booking.***

### 1. DEFINITIONS

#### **Activity**

The activity, course, expedition or event, details of which are set out in the Booking Confirmation or otherwise agreed in writing by Edsential (or any substituted event).

#### **Administration Charges**

Amendments or alterations to Bookings must be requested in accordance with the procedure outlined at clause 4.1.

#### **Arrival Date**

The arrival date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

#### **Booking**

The reservation made by the Customer and accepted by Edsential in accordance with these Conditions and as set out in the Booking Confirmation.

#### **Booking Confirmation**

Edsential's written (including electronic mail) confirmation of Booking.

#### **Booking Price**

The price set out in the Booking Confirmation, or as otherwise confirmed in writing by Edsential. For bookings made more than 12 months in advance, the final price may not be specified or confirmed until a time Edsential has agreed its pricing for the year the booking is being made for. In these cases, the current years pricing may be used, and the booking will be classed as a provisional booking for deposit purposes and once the final price is confirmed this will be put in writing to the customer.

#### **Cancellation Charges**

The cancellation charges payable by the Customer calculated as set out in clause 6.1.

#### **Centre**

The Residential Education Centre operated by Edsential and detailed in the Booking Confirmation or any such alternative or substituted centre as may be applicable by reference to these Terms and Conditions.

#### **Conditions**

The Terms and Conditions set out in this document and any special Terms and Conditions agreed in writing between Edsential and the Customer.

#### **Contract**

The contract between Edsential and the Customer for the Booking subject to the Terms and Conditions and governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the courts of England and Wales.

#### **Customer**

The person, firm, company, or School whose Booking is accepted by Edsential and with whom the Contract is formed. All correspondence will be with the person named on the Booking Confirmation who accepts the Terms and

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Conditions on behalf of the Customer and is the authorised representative of the Customer.

**Departure Date**

The departure date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

**Deposits**

The non-refundable deposits to be paid by the Customer as detailed in the Booking Confirmation or (where no such deposit has been detailed) the deposits calculated as follows:

Deposit: 30% of the Booking Price.

**Edsential**

Edsential, Whitby Hall Lodge, Stanney Lane, Ellesmere Port, CH65 6QY

**Force Majeure Events**

A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; 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; nuclear, chemical or biological contamination or sonic boom; 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; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors); and interruption or failure of utility service.

**Pandemics**

In the event of a pandemic, where guidance causes either the school or Edsential to be unable to go ahead with the visit, should the school not have the recommended insurance, or be unsuccessful in their insurance claim Edsential shall agree to re-schedule the booking to another date when guidance states it is safe for the visit to take place. The re-scheduled booking, will be made for a date within the same financial year (April-March), if this is not possible Edsential shall offer alternative dates for the visit within the following financial year or issue a credit note for a future visit. This will ensure the school nor Edsential incur any financial losses.

**Party Leader(s)**

Any person(s) identified by the Customer as responsible for organising attendance of Party Member(s) in respect of the Activity.

**Party Member(s)**

Those person(s) whose attendance in respect of the Activity is included in the Booking Confirmation or whose attendance is otherwise notified to Edsential in accordance with these Conditions.

**Payment Schedule**

The payment schedule provided by Edsential as part of the Booking Confirmation or (where no such payment schedule has been provided) payment to be made as follows:

- (a) Deposit – payable immediately on return of Booking Confirmation by the Customer (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 90 days prior to the Arrival Date).
- (b) Balance of Booking Price - 90 days prior to the Arrival Date (or immediately upon the return of the signed Booking Confirmation where a Booking is made less than 90 days prior to the Arrival Date).

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*Please note each payment will be invoiced separately unless the Booking is made less than the relevant days prior to arrival.*

**Party Member Price**

The price per Party Member (not including any adult spaces) for the Booking.

**Provisional Booking**

A booking made by the Customer in accordance with clause 3.3 and without a Deposit

**Quotation**

An indicative Party Member Price provided by Edsential prior to acceptance of the Booking Confirmation and subject to withdrawal, change or variation at the sole discretion of Edsential and upon notification to the Customer.

**2. CONDITIONS APPLICABLE**

2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.

2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of Edsential and the Customer.

2.3 Any representations made by Edsential employees or agents concerning the Booking or the Activity shall not be incorporated into the Contract unless confirmed in writing by Edsential and in entering the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any Quotation given by Edsential may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 14 days unless an extension is agreed in writing between the authorised representatives of Edsential and the Customer.

2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Edsential shall be subject to correction without any liability on the part of Edsential.

2.6 For the avoidance of doubt the Contract is between the Customer and Edsential and any claim for non-payment of the Booking Price or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Party Member(s) for receipt of deposits and any other payments due in connection with the Booking.

**3. BOOKING PROCEDURES & CONTRACT FORMATION**

3.1 Edsential shall generate a Quotation in response to a booking enquiry made by the Customer whether by submission of an enquiry form or by other written or oral enquiry received from the Customer. The Quotation shall be deemed to be an offer made by Edsential to the Customer to enter into a contract upon the terms thereof which may be withdrawn at any time prior to acceptance and which shall in any event be deemed to expire unless accepted in accordance with clause 3.2 prior to the date stated thereon.

3.2 The Customer acknowledges that once the Quotation has been agreed by the Customer Edsential will issue the Customer a Booking Confirmation which will need signing by the Customer and returning to Edsential (electronic signatures are accepted). This forms the binding Contract which immediately comes into force between the Customer and Edsential. The Customer warrants that the person or persons signing the Booking Confirmation are authorised by the Customer to do so and acknowledges that it shall be the responsibility of the Customer and the Party Leader(s) to obtain the express authority of each Party Member or their respective parents or guardians for

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their attendance at the Centre in respect of the Activity, and to ensure that each Party Member and their parent or guardian has been made aware of and complies with appropriate rules of conduct and directions given by Edsential staff and the Party Leader . The payment schedule is as follows:

- (a) Deposit – payable immediately on return of Booking Confirmation by the Customer (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 90 days prior to the Arrival Date).
- b) Balance of Booking Price - 90 days prior to the Arrival Date (or immediately upon the return of the signed Booking Confirmation where a Booking is made less than 90 days prior to the Arrival Date).

*Please note each payment will be invoiced separately unless the Booking is made less than the relevant days prior to arrival.*

3.3 In the event that Edsential agrees to accept a Provisional Booking, such provisional booking will be held at the discretion of Edsential and Edsential shall not be liable to the Customer or any Party Member in the event Edsential is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates.

3.4 The Customer shall not be entitled to make any alteration to any documentation issued by Edsential. Any alteration required to any Booking Confirmation provided by Edsential should be notified to Edsential as soon as possible and prior to the signing of the Booking Confirmation and in the event Edsential can satisfy the Customer's requirements Edsential shall send a revised Booking Confirmation to the Customer.

#### **4. CHANGES MADE BY YOU**

4.1 Should the Customer wish to make any alteration to the Booking the requested alteration must be notified to Edsential in writing by the Customer. Edsential may accept such alteration (subject to any increase in the Booking Price, Administration Charges, and changes to the Payment Schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration, the Customer should telephone Edsential on 01248 714 501 to discuss the required alteration.

4.2 The Customer acknowledges and agrees that the Booking shall only cover the number of Party Members specified on the Booking Confirmation or otherwise agreed in writing with Edsential in accordance with the Conditions and that no individual who is not a Party Member will be permitted to engage in any Activity or remain at any Centre.

#### **5. CHANGES MADE BY US**

5.1 Edsential reserves the right to make changes to the Booking which are required to conform with any applicable safety or other statutory requirements, or which are not of a material nature.

5.2 All itineraries and programmes are subject to alteration due to weather and/or operational factors and Edsential reserves the right to change the accommodation or other facilities or services included in the Contract for others of reasonably equal suitability without prior notice or liability and without an alteration to the Booking Price.

5.3 Material changes including cancellation of the Activity may be necessary by reasons of prevailing weather conditions, operational considerations, and other matters beyond the control of Edsential (including Force Majeure events). Accordingly, Edsential reserves the right to make changes which are of a material nature including cancellation of the Activity and in such circumstances will inform the Customer as soon as reasonably possible. In such event, any deposit or sums already paid will not be refunded. In such event the Customer shall have the following options:

- (a) to accept the change (subject to paying any additional charges or receiving a refund in respect of any

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price difference) in which case the Contract shall be deemed to be varied accordingly or,

(b) to book a substituted Activity with Edsential providing a credit for the sums paid by the Customer or

(c) to receive a credit on the lost element(s) of the booking towards a future booking with Edsential.

5.4 Edsential shall not be liable for failure to perform its obligation under the Contract and no compensation shall be payable if such failure arises from adverse weather, operational consideration or other matters beyond the control of Edsential (including Force Majeure Events) and Edsential shall have no liability to the Customer in circumstances where a material change is necessary as a result of such events.

5.5 In the event of a pandemic, where guidance causes either the school or Edsential to be unable to go ahead with the visit, should the school not have the recommended insurance, or be unsuccessful in their insurance claim Edsential shall agree to re-schedule the booking to another date when guidance states it is safe for the visit to take place. The re-scheduled booking, will be made for a date within the same financial year (April-March), if this is not possible Edsential shall offer alternative dates for the visit within the following financial year or issue a credit note for a future visit. This will ensure the school nor Edsential incur any financial losses.

## 6. CANCELLATION

6.1 The Customer shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Customer providing Edsential with written notice and payment of the Cancellation Charges:

- More than 90 days prior to Arrival Date – 30%\* of Booking price (Deposit already paid). Should the customer have paid 100% of the booking fee by this point Edsential will offer for either the whole fee paid to be used as a credit for another booking on a future date, or Edsential will refund 70% of the booking fee paid.
- Within 90 days prior to Arrival date or On or after Arrival date – 100% of booking price. No refund will be given and there will be no option to move the booking to another date.

\* Percentage of the Booking Price or the relevant Party Member Price as appropriate

6.2 The Customer shall be entitled to cancel an Activity within the Booking subject to the Customer providing Edsential with written notice and payment of the Cancellation Charges:

- More than 90 days prior to Arrival Date – 30%\* of the overall cost of the activity chosen to be cancelled if it is not changed to another activity.
- Within 90 days prior to Arrival date or on or after arrival date – Activities will still be chargeable in full and no refund will be given if the activities have already been paid for. Activity wanting to be cancelled may be changed for another activity to avoid any additional cancellation fee.

\*Applicable Per Party member where relevant.

6.3 Without prejudice to any other right or remedy available to it Edsential shall be entitled to cancel the Contract and refuse entry to the Centre without any liability in the event the Booking Price is not paid in accordance with the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by Edsential.

6.4 Without prejudice to any other right or remedy available to it, Edsential shall be entitled to cancel the Contract or such part of the Contract as may be determined by Edsential without liability on receipt of any notice received from the Customer or Party Leader(s) in which case the Cancellation Charges shall apply calculated from the date at

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which notice of cancellation is given by Edsential.

6.5 All Customers are advised to take out adequate insurance on their booking in case of the need to cancel their booking. Edsential takes no responsibility should a Customer not take out adequate insurance.

6.6 Cancellation fees remain in place for the Customer in cases or events outside the control (including Force Majeure Events, pandemics as an exception as detailed in point 6.7) of either Edsential or the Customer where the Customer is unable to attend including as a result of recommendations or guidance given by the School, Governors, LEA or Government not to travel or attend. Should cancellation be made for the above reasons where payment has been made no refund will be given by Edsential and the School should claim for any losses through their insurance.

6.7 Pandemics – In the event of a pandemic, where guidance causes either the school or Edsential to be unable to go ahead with the visit, should the school not have the recommended insurance, or be unsuccessful in their insurance claim Edsential shall agree to re-schedule the booking to another date when guidance states it is safe for the visit to take place. The re-scheduled booking, where possible will be made for a date within the same financial year (April-March), if this is not possible Edsential shall offer alternative dates for the visit within the following financial year or issue a credit note for a future visit. This will ensure the school nor Edsential incur any financial losses.

## 7. BOOKING PRICE AND PAYMENT SCHEDULE

7.1 Subject to any special terms agreed in writing between Edsential and the Customer, the Customer shall make payment for the Deposits and the Booking Price as set out in the Payment Schedule. The Customer must ensure that payments are made by the relevant due dates.

7.2 Unless otherwise provided in these Conditions or agreed in writing by Edsential any Deposits (see Deposits above) are non-refundable.

7.3 If, at any time before the Arrival Date Edsential deems it necessary to increase the Booking Price to give effect to any increase in cost to Edsential in providing the Activity or services (including any increase in the rate of VAT applicable) written notice of any such increase shall be given to the Customer increasing the Booking Price and the Customer shall have the right to cancel the Contract within 14 days of receipt of such notice and Edsential shall refund in full all sums paid in respect of the Booking (excluding interest).

7.4 Notwithstanding the provisions of clause 7.3 any increase in the cost to Edsential necessitating an increase in the Booking Price which is a result of any change the Customer has requested, or as a result of any delay caused by any instructions of the Customer, or failure of the Customer to give to Edsential adequate information or instructions, shall not entitle the Customer to cancel the Contract on receipt of a written notice of such increase in the Booking Price.

7.5 If the Customer fails to make payment in accordance with the Payment Schedule then without prejudice to any other right or remedy available to it Edsential shall be entitled to charge the Customer interest at the rate of 3% per annum above National Westminster Bank PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## 8. CUSTOMER'S OBLIGATIONS

8.1 Participation in activities requires Party Member(s) to be in good health and have a reasonable basic level of fitness.

8.2 The Party Leader(s) accept responsibility for the general conduct of the Party Member(s) throughout the stay and the Customer and the Party Leader(s) shall ensure that:

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- (a) Party leaders and/or other adults accompanying the party always do what is reasonable in all the circumstances of the case for the purpose of safeguarding or promoting a Party Member's welfare. Edsential staff provide activity instruction only to groups during pre-booked sessions.
- (b) all reasonable steps are taken to minimise disturbance to other guests and prevent damage to the property.
- (c) no party member under 18 years of age consumes alcoholic drinks.
- (d) all laws relating to the consumption of alcohol or illegal substances are always obeyed by the Party Member(s).
- (e) no Party Member smokes in any part of the Centre and grounds.
- (f) suitable arrangements are made for the exclusion of any Party Member who fails to comply with the provisions of this clause or the reasonable instructions of Edsential employees.
- (g) Edsential is reimbursed in full in respect of all loss or damage caused or contributed to by any Party Member.
- (h) all appropriate measures are taken for the protection and security of any valuables baggage or other personal possessions responsibility for which shall remain with the Customer and the Party Member(s).

8.3 The operation of the Centre is subject to statutory controls including those relating to fire licensing entertainment safety of equipment and the Customer and the Party Leader(s) shall ensure that all Party Member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.

8.4 The Customer and the Party Leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by Edsential to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastro enteritis. In particular (and without limitation) the Customer and/or the Party Leader(s) are required to advise Edsential if any Party Member has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 4 weeks prior to the Arrival Date. If cancellation of the booking of the relevant Party Member is necessary, the appropriate Cancellation Charges will apply but these may be reclaimable if covered under an insurance policy taken out by the Customer or the Party Member(s).

8.5 The Customer must advise Edsential at the time of making any Booking or as soon as the Customer becomes aware of any special needs or care requirements required for any Party Member(s) and the Customer acknowledges that Edsential does not provide routine or special assistance to Party Member(s) unless notified and agreed in advance in accordance with clause 13 below.

8.6 The Customer must advise Edsential at the time of making any Booking or as soon as the Customer becomes aware of any allergies or special dietary requirements for any Party Member(s). The Customer must also confirm upon arrival on their visit that dietary requirements or Allergies have been notified to the Catering teams on site.

8.7 Edsential reserves the right to decline any Booking or exclude any Party Member at any time prior to or during the Activity if in Edsential's opinion the inclusion of that Party Member is not compatible with the general enjoyment and wellbeing of the visit for either the Party Member or other users of the centre. Any additional costs so incurred are entirely at the responsibility and expense of the Customer.

8.8 It shall be the responsibility of the Customer and the Party Leader(s) to obtain the express authority of each Party Member or their respective parents or guardians for acknowledgement of the risk involved when undertaking activities.

8.9 It shall be the responsibility of the Customer and the Party Leader(s) to ensure that all Party Member(s)

undertake any Activity in accordance with the safety rules made available prior to participation and the advice that they will be given in the pre-participation safety briefing to be undertaken prior to participation, together with any oral instructions or advice prior to or during the session.

## 9. COMPLAINTS

If the Customer is not satisfied with the Activity or services provided by Edsential the Customer or Party Leader(s) must notify a Senior Manager during the stay of any complaint, claim or dispute, thereby affording Edsential the opportunity to rectify any problem raised during the stay. In the unlikely event that the matter remains unresolved, the Customer should write to Edsential within 14 days of the Departure Date and Edsential will endeavour to find a satisfactory solution. The liability of Edsential shall be limited to £3,000 per Booking (representing the maximum liability of Edsential unless otherwise provided under these Conditions).

## 10. LIABILITY

10.1 Any liability of Edsential under these Conditions to the Customer (except in respect of death or personal injury caused by Edsential's negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in performing or any failure to perform any of Edsential's obligations in relation to the Booking shall be limited to the Booking Price or £3,000 whichever is the smaller sum (representing the maximum liability of Edsential for all claims which arise out of or in connection with the Booking unless otherwise provided under these Conditions).

10.2 In all cases (except where personal injury, illness, or death results) Edsential's liability to Party Members is limited to the total sum of twice the Party Member Price (excluding insurance premiums and amendment charges) of the Party member affected in total.

10.3 Except in respect of death or personal injury caused by Edsential's negligence or that of Edsential's employees or agents, Edsential shall not be liable to the Customer or any Party Member by reason of any representation or any implied warranty condition or other term under the Contract or any duty at common law for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by Edsential's negligence or that of Edsential's employees or agents or otherwise) even if such loss was reasonable foreseeable or Edsential has been advised of the possibility of the loss, which arise out of or in connection with the Booking.

10.4 The Customer shall indemnify and keep indemnified Edsential from and against any and all direct and indirect loss, damage, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to Edsential its employees, guests, visitors, or agents unless. Edsential is liable for the same under these Conditions.

## 11. INSURANCE

Insurance cover is not included. We highly recommend that the customer takes out insurance on their booking. Edsential cannot be held liable should insurance cover not be taken out and any losses the customer incurs due to this. The customer will remain liable to pay any outstanding fees owed to Edsential whether they have insurance or not.

## 12. FORCE MAJEURE

Edsential shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Edsential's reasonable control including but not limited to strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination,



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pandemic, outbreak of disease, breakdown or collapse of buildings, plant or machinery, fire, flood, storm or other adverse weather and consequential inability, difficulty or increased expense in obtaining suitably trained staff, materials, goods or raw materials in connection with the performance of this Agreement.

### 13. SPECIAL REQUESTS

All special requests should be made at the earliest opportunity in writing. Edsential will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

### 14. PHOTOGRAPHY AND MARKETING

14.1 We will not photograph or film children during any activity without the parent's or carer's permission.

14.2 We will not allow images of students to be used on our websites, publicity, or press releases, without express permission from the parent or carer, and if we do obtain such permission, we will not identify individual children by name.

14.3 Edsential cannot however be held accountable for photographs or video footage taken by teachers, students, parents, carers, or members of the public in any of our settings.

14.4 Photo consent forms will be issued and collated in the event of Edsential want to take photos and videos of students. The forms will be stored electronically alongside the photographs.

14.5 Edsential uses elements of customer feedback including letters and feedback forms in some promotional material. In these cases, names will be removed from the feedback.

### 15. DATA PROTECTION

Edsential has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to Party Members will only be used by Edsential in order to fulfil our obligations under the Contract including in the administration of your Booking and in the arrangement and provision of the Activity and in complying with our obligations in relation to health and safety and other regulatory obligations. All personal data is processed in accordance with data protection legislation. Edsential's privacy policy can be provided upon request.

### 16. GENERAL

16.1 We allow 1 free adult space for every 10 paying student places. If an adult is attending as a one-to-one carer for a specific student, we will allow that adult free at our discretion depending on bed availability.

16.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

16.3 Edsential may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees' agents or sub-contractors.

16.4 No waiver by Edsential of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.

16.5 No failure by Edsential to exercise any power given to it or to insist upon strict compliance by

Edsential with any obligation hereunder and no custom or practice of the parties at variance with the terms

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hereunder shall constitute any waiver of any of Edsential's rights under the Contract.

16.6 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

16.7 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

16.8 Any notice given hereunder must be given in writing and delivered or sent by post or email to the residence or principal place of business of the party to whom it is addressed.

16.9 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

16.10 These Residential Services Terms and Conditions are specific to this Contract for a Residential service. Edsential does have other specific Terms and Conditions relating to other specific services, however the Residential Terms and Conditions and any special terms and conditions agreed in writing between Edsential and the Customer are the only ones that apply to this Booking.