

TERMS & CONDITIONS

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1 ABOUT THESE TERMS

1.1 These terms and conditions, including the details of your booking (together the **Terms**), set out the terms on which you can purchase the services set out in the booking (the **Services**).

1.2 **Please read these Terms carefully.** These Terms tell you who we are and other important information. They describe how we sell our Services, set out your rights and responsibilities, and tell you what to do if there is a problem. **These Terms also limit our liability.**

1.3 Some of these Terms only apply if you are purchasing Services as a **consumer**. This means that you primarily use the Services for personal use (and will not use our Services for commercial, business, or resale purposes). Terms that only apply to consumers will be marked clearly.

1.4 Please note that we reserve the right to update, change, or replace any part of these Terms at our sole discretion. Please remember to check these Terms before you use our website or use our Services, as the latest set of Terms will apply in each case. You will be notified about any changes to the Terms by email and a new version will be made available at: www.pianomatch.com/legal/terms.

1.5 We will collect some personal data about you in order to process your booking (e.g. your name, email address, payment details, address information, etc.). For information regarding how we process personal data, please see our privacy notice at www.pianomatch.com/legal/privacy-notice.

1.6 These Terms cover the terms and conditions if you purchase Services by email, over the phone, or at some other location arranged with you. For information regarding access to and use of our website, please see our website terms of use at www.pianomatch.com/legal/website-terms.

1.7 By accessing or using the Services, you agree to these Terms. If you do not agree to these Terms, then you may not access or use the Services.

2 WHO ARE WE?

2.1 We are PIANOMATCH LTD, a private limited company registered in England and Wales with company number 14868781, whose registered address is The Harley Building, 77 New Cavendish Street, London, W1W 6XB (**we, us or our**). Our VAT number is GB 450 1780 15.

2.2 We are a tuition company and in the business of organising the provision of music tuition and related services.

2.3 If you have any questions about these Terms, please contact our Legal team at:

- Email: legal@pianomatch.com
- Phone: 020 7870 1682

3 PLACING A BOOKING

3.1 In order to engage us to provide our Services, please speak with our Community Support team, either by email or over the phone.

3.2 If you place a booking at some other location than by email or over the phone, your booking will only be accepted when we send you a written acceptance of the booking by email. When we send you an email confirming the booking, a contract between you and us will be created to abide by these Terms.

3.3 We reserve the right to refuse to perform the Services for any reason (for example, due to lack of contractor availability). If this happens we will notify you as soon as possible and if you have paid for the Services in advance, we will arrange a refund to the payment details you provided before.

3.4 If you have booked any Services with us and you would like to make any changes to your booking after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your booking.

If you are a consumer:

3.5 By placing a booking, you confirm that you are an individual who is:

3.5.1 at least 18 years old; and

3.5.2 resident in the UK.

4 PERFORMANCE OF THE SERVICES

4.1 In accordance with these Terms, we will perform the agreed Services.

4.2 The Services performed by us will conform to their description. This description will either be set out in our contract or, if required, (for example, where we need to provide a more detailed description) provided to you separately in writing.

4.3 We will provide the Services using reasonable care and skill.

4.4 If we have agreed to perform our Services to you based on information provided by you, you are responsible for ensuring that the information you provide is correct.

4.5 While we make every effort to perform our Services to you on the performance dates and times set out in the acceptance of your booking or as soon as reasonably possible, the time of performance is not guaranteed.

4.6 Sometimes we are prevented from performing the Services because of something outside of our control. If there might be a delay before we can start or restart the Services, we will email or phone you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, but not limited to, severe weather, accidents, or unpredictable traffic delays).

4.7 If the Services are delayed because of something outside of our control by more than 15 minutes, we will email or phone you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your booking and get a refund of any advance payments made by you for any Services that have not yet been provided.

4.8 ALL WARRANTIES, REPRESENTATIONS, GUARANTEES, CONDITIONS, AND TERMS, OTHER THAN THOSE EXPRESSLY SET OUT IN THESE TERMS WHETHER EXPRESS OR

IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, OR OTHERWISE AND WHETHER WRITTEN OR ORAL ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

4.9 WE PROVIDE ALL OF THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS ONLY AND DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE WILL ENDEAVOUR TO RESOLVE ANY ISSUES AS SOON AS POSSIBLE. YOU ACKNOWLEDGE AND AGREE THAT THE EXISTENCE OF INTERRUPTION(S) AND, OR, ERROR(S) IN THE SERVICE SHALL NOT CONSTITUTE A BREACH BY US OF THESE TERMS.

5 PRICE AND PAYMENT

5.1 The prices for our Services will be shown at www.pianomatch.com/plans-and-pricing (the **Price**). Where you are a consumer, the Price is inclusive of VAT. If you are a business customer, this is exclusive of VAT.

5.2 Prices for our Services, or the nature of our Services may change at any time. This will not affect existing bookings unless:

5.2.1 the information you provided us in relation to your booking was materially different from the information we required in order to provide the Services; or

5.2.2 there has been an error regarding the pricing of any of our Services and this affects your booking, we will try to contact you using the contact details you provided when you placed your booking. We will give you the option to re-confirm your booking at the correct price or to cancel your booking.

5.2.3 a booking is recurring on a schedule agreed by you and confirmed by us in writing via email.

5.3 We will charge the Price to the credit or debit card that you have provided at the time we accept the booking. All amounts due must be paid in full in advance. All credit card and debit card payments need to be authorised by the relevant card issuer. We accept the following credit cards and debit cards: Mastercard, Visa, American Express, Discover, and Maestro. All payments are processed by our chosen payment service provider, Stripe Inc.

5.4 Bookings cancellation policy: you may elect and are entitled to cancel or reschedule a booking, or terminate the Services at any time, however:

5.4.1 where a booking has been missed or cancelled, or the Services have been terminated, with less than 24-hours' notice of the booking, you will not be entitled to a refund of advance payments made by you for those Services.

5.4.2 a request to reschedule a booking with less than 24-hours' notice of the booking, will be subject to the availability and agreement of our independent contractors. Bookings that cannot be rescheduled in this manner will be subject to clause 5.4.1. Bookings that have been rescheduled but subsequently cancelled will also be subject to clause 5.4.1.

5.4.3 all requests to cancel or reschedule a booking, or to terminate the Services, must be received by our Community Support team directly in writing via email at support@pianomatch.com or over the phone on 020 7870 1682, *not* solely by our independent contractors.

For business customers:

5.5 If you are purchasing our Services as a business customer, you may set up an invoice account with us. Your invoice will be sent to the email address you provided when you placed your booking and must be paid by you within thirty (30) days of receipt.

5.6 Where you fail to pay our invoice in accordance with clause 5.5, we shall be entitled to:

5.6.1 charge interest on any balance outstanding at the rate of 4% per year above the Bank of England's base rate (or where the Bank of England's base rate is less than 0%, interest shall be charged at 4% per year); and

5.6.2 suspend all or part of the Services until payment has been made in full.

6 YOUR RIGHTS AS A CONSUMER

This clause 6 only applies where you purchase Services from us as a consumer.

6.1 You have fourteen (14) days from the date of your booking confirmation email to change your mind and cancel your booking.

6.2 We will not perform any Services during the 14-day cancellation period unless you request for us to do so when you place your booking. We are under no obligation to accept your request.

6.3 If you request for us to start performing the Services during the 14-day cancellation period and we agree to do so, this will impact your cancellation rights as follows:

6.3.1 you lose your right to cancel once the Services are fully performed and will not be entitled to a refund even if the cancellation period has not expired;

6.3.2 if the Services have not been fully performed, you will be required to pay for the Services we provided up to the time that you told us that you want to cancel.

6.4 To cancel your booking, please email us at support@pianomatch.com or call us on 020 7870 1682. You can also copy and paste the following model cancellation form wording to your email to cancel your booking:

To PianoMatch,

My name is [insert your full name].

I am giving notice to cancel my contract for [insert details of Services]. I placed the booking on [insert Date] at/via [enter location].

6.5 To help us process your cancellation more quickly, please have your booking details ready or included them in the email or cancellation form you send to us.

6.6 We will issue your refund to the same payment method you used when you placed your booking.

6.7 For more detailed information on your consumer rights, visit the Citizens Advice website at www.citizensadvice.org.uk/consumer or call 0808 223 1133.

7 IF THE SERVICES DO NOT MEET THEIR DESCRIPTIONS

7.1 Where the Services do not meet their descriptions:

If you are a consumer:

7.2 If you are unhappy with any of the Services provided, please contact us as soon as reasonably possible. If the Services are not carried out with reasonable care and skill, you can ask us to repeat the Services or to fix it or get some money back if we cannot fix it.

7.3 If our Services do not meet the standards set out in the details set out in the acceptance of your booking, or are misdescribed, please contact us as soon as reasonably possible via email at support@pianomatch.com or over the phone on 020 7870 1682.

7.4 If you are a business customer:

7.4.1 you must notify us in writing within fourteen (14) days of receiving the Services and any deliverables setting out the nature and extent of the faults or defects; and

7.4.1 we shall, at our option, remedy the fault with the Services or refund (in whole or in part) the Price you have paid for the Services.

8 YOUR OBLIGATIONS AND RESTRICTIONS

8.1 You agree that:

8.1.2 you will provide complete and accurate information when placing a booking;

8.1.3 you will comply with these Terms, and any other documents referred to in it, when placing a booking for Services;

8.1.4 a parent, guardian, or responsible adult shall be present at the agreed Services location at all times where the Services are provided to a minor or vulnerable adult; and

8.1.5 in reading and accepting these Terms, you are aware of and understand your rights and responsibilities, and if you are not sure, you have contacted us for more information.

8.2 You shall, without limitation, and as we reasonably deem necessary and applicable to allow us to perform Services:

8.2.1 grant us access and provide us with access to the agreed Services location, including any equipment, systems, and facilities;

8.2.2 provide us with information, data, and access to staff members;

8.2.3 make decisions that we reasonably request about the performance of the Services and provide us with instructions in a timely fashion.

8.3 You understand that we are not liable for any delay or failure to provide the Services which arises as a result of your failure to comply with this clause 8.

9 OUR INTELLECTUAL PROPERTY RIGHTS

9.1 You agree that we and our licensors own all Intellectual Property Rights in the Services and deliverables we provide. This Contract does not grant you any rights to any Intellectual Property Rights in the Services or in the deliverables.

9.2 To the extend that you acquire any Intellectual Property Rights in the Services you will, on our written demand, assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to us. You shall execute all such documents and do such things as we may consider necessary to give effect to this clause 9.2 at your own cost.

9.3 You must not use our trademarks or our tradenames on your website or in any marketing materials without our express written consent.

9.4 For the purpose of this clause 9, **Intellectual Property Rights** means copyright, patents, rights in confidential information, know-how, trade secrets, trademarks, trade names, design rights, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in the computer software, and all similar rights of whatever nature and, in each case:

(a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent, or future, and wherever existing.

10 CONFIDENTIALITY

10.1 We shall not at any time during this Contract, and after termination of this Contract, disclose to any person any Confidential Information belonging to you expect as permitted in the following clause.

10.2 We may disclose your Confidential Information:

10.2.1 to those of our employees, contractors, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's right or carrying out its obligations under or in connection with this Contract. We will ensure that our employees, contractors, officers, representatives, or advisers to whom it discloses your Confidential Information are aware of our obligations under this clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 The restrictions in clause 10.1 will not apply to such information that:

10.3.1 is public knowledge or already known to us at the time of disclosure, or subsequently becomes public knowledge, in each case other than by breach of this Contract; or

10.3.2 subsequently comes lawfully into the possession of such party from a third party.

10.4 Neither of the parties shall use any of the other party's Confidential Information for any purposes other than to exercise its rights and perform its obligations under or in connection with this Contract.

10.5 For the purpose of this clause 10, **Confidential Information** means all data or information (whether technical, commercial, financial, or of any other type) in any form acquired under, pursuant to or in connection with, this Contract and any information used in or relating to the business of the parties (including information relating to the parties' products (bought, manufactured, produced, distributed, or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sale materials, and general business affairs), and which are for the time being confidential to the disclosing party.

11 DISCLAIMERS, LIMITATION OF LIABILITY, AND INDEMNITY

11.1 DISCLAIMERS: WE DO NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY, AND ARE NOT LIABLE FOR THE ACTIONS OR INACTIONS, OF OUR INDEPENDENT CONTRACTORS OR THIRD-PARTY PROVIDERS AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT ANY INDEPENDENT CONTRACTOR OR THIRD-PARTY PROVIDER CAUSES TO OUR CUSTOMERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION WITH THE SERVICES, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.2 LIMITATION OF LIABILITY: WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS ARE NOT LIABLE TO YOU FOR ANY LOSSES YOU INCUR WHERE THE SERVICES ARE DELAYED OR CANNOT BE PERFORMED BECAUSE:

11.2.1 YOU FAIL TO MAKE INFORMATION AVAILABLE TO US OR FAIL TO PROVIDE US WITH ADEQUATE INSTRUCTIONS OR INFORMATION TO ALLOW US TO PERFORM THE SERVICES; OR

11.2.2 YOU FAIL TO MAKE THE LOCATION AVAILABLE TO US OR FAIL TO PREPARE THE LOCATION AS REQUIRED FOR US TO PROVIDE THE SERVICES, OR FAIL TO PROVIDE US WITH ADEQUATE INSTRUCTIONS OR INFORMATION TO ALLOW US TO PERFORM THE SERVICES.

11.3 WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT WAS NOT FORESEEABLE, ANY LOSS OR DAMAGE NOT CAUSED BY OUR BREACH OR NEGLIGENCE, ANY LOSS OR DAMAGE CAUSED BY EVENTS OUTSIDE OF OUR CONTROL, OR ANY BUSINESS LOSS OR DAMAGE. IF WE ARE AFFECTED BY AN UNFORESEEABLE EVENT, WE WILL PROMPTLY WRITE TO YOU TO LET YOU KNOW IF THIS MEANS WE ARE UNABLE TO FULFIL THE CONTRACT.

11.4 NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR ANY DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT THE LAW DOES NOT ALLOW US TO EXCLUDE OR LIMIT.

11.5 SUBJECT TO CLAUSE 11.4 (LIABILITY NOT LIMITED OR EXCLUDED), OUR MAXIMUM TOTAL LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS (REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, OR IN ANY OTHER WAY AND WHETHER OR NOT CAUSED BY NEGLIGENCE OR MISREPRESENTATION) WILL NOT EXCEED THE PRICE FOR THE SERVICES PAID BY YOU AND TO WHICH YOUR CLAIM RELATES.

THE FOLLOWING CLAUSES IN THIS CLAUSE 11 ONLY APPLY TO YOU IF YOU ARE A CONSUMER.

11.6 IF WE BREACH THESE TERMS OR ARE NEGLIGENT, WE ARE LIABLE TO YOU FOR FORESEEABLE LOSS OR DAMAGE THAT YOU SUFFER AS A RESULT. BY 'FORESEEABLE' WE MEAN THAT, AT THE TIME THE CONTRACT WAS MADE, IT WAS EITHER CLEAR THAT SUCH LOSS OR DAMAGE WOULD OCCUR, OR YOU AND WE BOTH KNEW THAT IT MIGHT REASONABLY OCCUR, AS A RESULT OF SOMETHING WE DID (OR FAILED TO DO).

11.7 WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS ARE NOT LIABLE TO YOU FOR ANY LOSSES YOU INCUR WHERE THE SERVICES ARE DELAYED OR CANNOT BE PERFORMED BECAUSE YOU FAIL TO MAKE THE SERVICE LOCATION AVAILABLE TO US, OR FAIL TO PREPARE THE LOCATION AS REQUIRED FOR US TO PROVIDE THE SERVICES, OR FAIL TO PROVIDE US WITH ADEQUATE INSTRUCTIONS OR INFORMATION TO ALLOW US TO PERFORM THE SERVICES.

THE FOLLOWING CLAUSES IN THIS CLAUSE 11 ONLY APPLY IF YOU ARE A BUSINESS CUSTOMER.

11.8 SUBJECT TO CLAUSE 11.4 (LIABILITY NOT LIMITED OR EXCLUDED) AND CLAUSE 11.9 (FOR WHICH WE ARE NOT LIABLE), OUR MAXIMUM TOTAL LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS (REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, OR IN ANY OTHER WAY AND WHETHER OR NOT CAUSED BY NEGLIGENCE OR MISREPRESENTATION) WILL NOT EXCEED THE PRICE FOR THE SERVICES PAID BY YOU AND TO WHICH YOUR CLAIM RELATES.

11.9 WE, OUR DIRECTORS, EMPLOYEES, AND CONTRACTORS WILL NOT BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THESE TERMS (REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, OR IN ANY OTHER WAY AND WHETHER OR NOT CAUSED BY NEGLIGENCE OR MISREPRESENTATION) FOR:

11.9.1 CONSEQUENTIAL, INDIRECT, OR SPECIAL LOSSES; OR

11.9.2 ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT):

11.9.3 LOSS OF PROFIT;

11.9.4 LOSS OR CORRUPTION OF DATA;

11.9.5 LOSS OR CORRUPTION OF SOFTWARE SYSTEMS;

11.9.6 LOSS OR DAMAGE TO EQUIPMENT;

11.9.7 LOSS OF OPPORTUNITY;

11.9.9 LOSS OF SAVINGS DISCOUNT OR REBATE (WHETHER ACTUAL OR ANTICIPATED); OR

11.9.10 HARM TO REPUTATION OR LOSS OF GOODWILL.

11.10 INDEMNITY: YOU AGREE TO FULLY INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS HARMLESS FROM ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, OR EXPENSES (INCLUDING LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH:

11.10.1 YOUR USE OF THE SERVICES OR SERVICES OBTAINED THROUGH YOUR USE OF THE SERVICES;

11.10.2 YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS; OR

11.10.3 YOUR VIOLATIONS OF THE RIGHT OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, OUR INDEPENDENT CONTRACTORS AND THIRD-PARTY PROVIDERS.

12 TERM AND TERMINATION

12.1 This Contract shall start on the date your booking is accepted by us and shall continue.

Our right to end the Contract

12.2 We may terminate this Contract at any time by contacting you in writing if:

12.2.1 you commit a serious or repeated breach or non-observance of any of the terms or conditions of this Contract or refuse or neglect to comply with the Company's policies and procedures;

12.2.2 you do or take part in anything illegal when purchasing our Services; or

12.2.3 you fail to pay any amount due under this Contract.

If you are a business customer:

12.2.4 you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or you become insolvent or an order is made or a resolution passed for the administration, winding-up, or dissolution of your business (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee, or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with your creditors generally or any analogous event occurs in any applicable jurisdiction; or

12.2.5 you cease or suspend, or threaten to cease or suspend, the carrying on of any part of your business.

12.3 You can cancel your booking under clause 6 or clause 7.

12.4 Our rights to terminate this Contract do not affect any of your rights.

13 FEEDBACK AND COMPLAINTS

13.1 We welcome any feedback about our Services. We hope that you are satisfied with any purchase you make with us, and we are always keen to hear about ways to improve our Services. If you have any comments, please let a member of our Community Support team know, or submit these to support@pianomatch.com.

13.2 If you do have any complaints, please let a member of our Community Support team know.

14 GENERAL

14.1 Interpretation of this Contract: In this Contract:

14.1.1 a person means an individual, a firm, or a company (whether or not having a separate legal identity from its members or owners);

14.1.2 clause, schedule, and paragraph headings shall not affect the interpretation of this Contract;

14.1.3 references to statutes, regulations, or other legislation or enactments references herein shall be deemed to be references to that enactment as amended, supplemented, re-enacted, or replaced from

time to time;

14.1.4 the words include, including, and similar words or expressions will not limit the meaning of the words that come before them;

14.1.5 reference to writing or written includes email but not any other form or electronic communication; and

14.1.6 each of the parties shall be referred to as a Party or together, the Parties.

14.2 Costs: Each Party is responsible for its legal and other costs in relation to the preparation and performance of this Contract.

14.3 Survival of terms: The Parties intend the following terms to survive terminations:

- Clause 5
- Clause 6
- Clause 7
- Clause 9
- Clause 10
- Clause 11
- Clause 12
- Clause 14

and all clauses required for their interpretation.

14.4 Relationship of the Parties: The Parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

14.5 Third-party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Contract is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

14.6 Assignment and other dealings: No Party may assign, subcontract, or encumber any right or obligation under this Contract, in whole or in part, without the other Party's prior written consent or except as expressly permitted in this Contract.

14.7 Entire agreement: this Contract, and any document referred to in it, contains the whole contract between the Parties relating to its subject matter and supersedes any prior contracts, representations, or understandings between them unless expressly referred to in this Contract. Each Party acknowledges that it has not relied on, and will have no remedy in respect of, any representation (whether innocent or negligent) made but not covered in this Contract. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

14.8 Variation: No amendment or variation of this Contract will be valid unless agreed in writing by an authorised signatory of each Party.

14.9 Severability: If any clauses in this Contract (or part of a clause) is or becomes illegal, invalid, or unenforceable under applicable law, but would be legal, valid, or enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part of it) will apply with such deletion or modification as may be required to make it legal, valid, and enforceable, and the Parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Contract as soon as possible.

14.10 **Waiver:** No delay, act, or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.11 **Notices:** Notices under this Contract must be in writing and sent to the other Party's address or email address, as set out in the booking for the consumer or business customer or support@pianomatch.com for the Company, for the consumer or business customer and for the Company. Letters sent in the United Kingdom will be deemed delivered three (3) business days (excluding English Bank Holidays), after sending. Emails will be deemed delivered the same day (or the next business day, if sent on a non-business day or after 5pm on any business day at the recipient's location).

14.12 **Governing law and jurisdiction:** This Contract is governed by the law of England and Wales. All disputes under this Contract will be subject to the exclusive jurisdiction of the courts of England and Wales. **If you are a consumer** and live in either Northern Ireland or Scotland, you can choose to bring a claim in England and Wales or in the courts of another part of the United Kingdom in which you live.

