



TERMS AND CONDITIONS (VER1.2)

BACKGROUND:

This agreement applies as between you, the User of this Website and the Services and **iHANDOVER LIMITED**, a company incorporated in Scotland (registered number SC423740) having its registered office at 13-15 Morningside Drive, Edinburgh, Scotland, EH10 5LZ trading as **RelayWorks™**, the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

You must be at least 18 years old to use this Website, if you are not 18 years old then you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal/business information, Payment Information and credentials (user name and password) used by Users to access the Services;
“Affiliate”	means an entity which controls, is controlled by, or is under common control with, a party, and control means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity;

“Content”	means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of this Website or the Services or the Platform; BUT excluding User Content;
“Database”	means the database stored on the Platform which contains <i>inter alia</i> User Data;
“Documentation”	means user documentation provided electronically by RelayWorks for use with the Services, as periodically updated.
“DPA”	means the Data Protection Act 1998 and any modification, amendment or re-enactment thereof;
“Fee(s)”	means the sums payable by you to use the Services;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Payment Information”	means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Personal Data”	has the meaning ascribed to it in the GDPR;
“Platform”	means the hardware and software environment in which the software element of the Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;
“Purchase Information”	means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
“Premises”	means our place(s) of business located at Unit 3, Swords Business Park, Swords, County Dublin;
“Registration Process”	means the process for onboarding Users as detailed in Clause 17;
“RelayWorks”	means the said iHandover Limited trading as RelayWorks™;
“Service(s)”	means collectively any online facilities, tools, services, training or information that RelayWorks makes available through the Website either now or in the future;

“Software”	means the RelayWorks proprietary operating software and the third party software written in object and source code residing on and used for operating the Platform;
“Subscription”	means the quantity, features and type of the Services and number of Users licensed by you in return for the Fee;
“System”	means any online communications infrastructure that RelayWorks makes available through the Website and/or the Platform either now or in the future and whether administered by RelayWorks or by a third party. This includes, the Services and also, but is not limited to, web-based email, message boards, live chat facilities and email links;
“Update”	means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;
“Upgrade”	means a software package that replaces a version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;
“User” / “Users”	means you/any of your employees, or of a person to whom you have outsourced services, that has been registered in terms of the Registration Process and has permission to access the Services as a named user and is not employed by RelayWorks and acting in the course of their employment;
“User Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Services and has been uploaded by a User;
“User Data”	means data created via a User Site and stored in the Database;
“User Site”	means a segregated table within an instance in the multi tenancy environment on the Platform, created by RelayWorks for a User or Users accessing the Services which shall contain User Content and shall be hosted on the Platform;
“Website”	means the website that you are currently using (https://relayworks.io/) and any sub-domains of this site (e.g. subdomain.ihandover.co/) unless expressly excluded by their own terms and conditions.
“We/Us/Our”	means RelayWorks;

2. **Business Customers**

These Terms and Conditions apply to business customers and non-business customers. If you are a non-business customer please consult our consumer terms and conditions located in Clause [12.11](#) of these Terms and Conditions.

3. **Licence**

RelayWorks grants to you a non-exclusive, non-transferable licence to use the Services for your own internal business purposes only, subject to the following conditions: -

- 3.1. The Software element of the Services is located on The Platform. RelayWorks has full administrative access rights to the Platform. You may access the Services but have no right to administer the Platform or receive a copy of the object code or source code to the Software.
- 3.2. You must have a reasonable speed Internet connection, and hardware and software that is compatible with the Services, as set out in the Documentation. None of these things are RelayWorks's responsibility.
- 3.3. RelayWorks may periodically Upgrade and Update the Services, in order to provide you with a greater, evolving user experience. Some of these changes shall occur automatically, while others may require you to schedule and implement the changes. The changes may also mean that you need to upgrade your equipment in order to make efficient use of the Services. RelayWorks shall provide you with reasonable notification in advance in this case.
- 3.4. RelayWorks has all required distribution rights to the intellectual property in the Software and the Documentation.

4. **Conditions of Use**

Your right to use the Services is subject to the following conditions: -

You shall not:

- 4.1. Transfer to any other person any of your rights to use the Services;
- 4.2. Sell, license, rent or lease the Services;
- 4.3. Make the Services available to anyone who is not a User;
- 4.4. Create any derivative works based upon the Services or the Documentation;
- 4.5. Copy any feature, design or graphic in, or reverse engineer the Software
- 4.6. Access the Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if you are an employee, contractor or associate of a RelayWorks competitor;
- 4.7. Use the Services in a way that violates any criminal or civil law;
- 4.8. Load test the Services in order to test scalability; or,
- 4.9. Exceed the terms of your Subscription.

5. **Intellectual Property**

- 5.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content, that is not User Content, and the Database is the property of RelayWorks, or Our affiliates or licensors. By continuing to use the Website you acknowledge that such material is protected by applicable English and international intellectual property and other laws.
- 5.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website as specified in Clause 6 of these Terms and

Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given Our express written permission to do so. Specifically, you agree that:

5.2.1 You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so.

6. User Site Intellectual Property

6.1 The intellectual property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) belong(s) unless it is expressly stated otherwise.

6.2 Where expressly indicated, certain Content available through User Sites and the intellectual property rights subsisting therein belongs to other parties.

6.3 The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of these Terms and Conditions to use Content from the Website. The exceptions in Clause 5 continue to apply.

6.4 For the avoidance of doubt, the Database shall not be considered User Content.

7. Fair Use of Intellectual Property

Content may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

8. Third Party Intellectual Property

8.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in Content belong to the manufacturers or distributors of such products as may be applicable.

8.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

9. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of RelayWorks or that of our Affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. Unless specifically stated otherwise, the inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

10. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page and/or the Login page of the Website without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of RelayWorks. To find out more please contact us by email at info@ihandover.co.

11. User Sites

11.1 Without prejudice to the generality of Clause 4.7, when using the Services; you should do so in accordance with the following rules:

11.1.2 You must not use obscene or vulgar language;

- 11.1.3 Your User Site may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which your User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in your home country);
- 11.1.4 Your User Site may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;
- 11.1.5 Your User Site may not infringe the intellectual property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;
- 11.1.6 Your User Site may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
- 11.1.7 Your User Site may not be used for unauthorised mass-communications such as “spam” or “junk mail”; and
- 11.2 RelayWorks does not screen or pre-approve any User Site or User Content (although you acknowledge that RelayWorks may do so if it wishes).
- 11.3 RelayWorks may edit your User Site to comply with the provisions of sub-Clause 11.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 11.1, your User Site may be taken down and your Account may be suspended or terminated. You will not be informed in writing of the reasons for such alterations or take downs.
- 11.4 We accept no responsibility or liability for any infringement of third party rights by User Sites.
- 11.5 RelayWorks will not be liable in any way or under any circumstances for any loss or damage that you or any other User may incur as a result of such User Sites, or RelayWorks exercising its rights under these Terms and Conditions, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at your own risk.
- 11.6 You acknowledge that We may retain copies of any and all communications, information, User Content and User Sites sent to Us.
- 11.7 Users must comply with the terms of the DPA and the GDPR at all times. Without prejudice to the foregoing, The User hereby warrants, represents, and undertakes that the Personal Data shall comply with the GDPR in all respects including, but not limited to, its collection, holding, and processing.
- 11.8 You will indemnify us for any action, loss, claim or demand incurred by Us due to your breach of the terms of this agreement.

12. **Accounts and Subscription Fees**

- 12.1 In order to use the Services you must create an Account which will contain certain personal and/or business details. By creating an Account you represent and warrant that:
 - 12.1.8 all information you submit is accurate and truthful; and
 - 12.1.9 you will keep this information accurate and up-to-date.

- 12.2 Sharing of accounts is not permitted unless expressly authorised in writing by RelayWorks. Users must keep their Account details confidential and should not reveal their username or password to any unauthorised third parties.
- 12.3 Use of the Services requires the payment of Fees. Subscription Fees are detailed [here](#). Your credit / debit card will be billed at the time at which you sign up for such features and monthly in advance thereafter until cancellation or termination.
- 12.4 You and Users must be registered in accordance with the Registration Process.
- 12.5 No part of this Website constitutes a contractual offer capable of acceptance. Your registration for the Services in accordance with the Registration Process constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you a confirmation email. Only once We have sent you an order confirmation will there be a binding contract between RelayWorks and you.
- 12.6 Confirmation emails under sub-Clause 12.4 shall contain the following information:
- 12.6.1 Confirmation of the Services and features ordered including full details of the main characteristics of those features;
 - 12.6.2 Confirmation of the Service Levels you have chosen. Service Levels can be found here [link to service level options];
 - 12.6.3 Fully itemised pricing for the Services ordered including, where appropriate, taxes and any other additional charges;
 - 12.6.4 A confirmation of your express request that the Services are made available to you immediately and that this will constitute a waiver of your statutory right to cancel as detailed below in sub-Clause 12.11; and
 - 12.6.5 Details of the Documentation and how to access them.
- 12.7 Your first payment will be at the price advertised on the Website. We reserve the right to change Subscription Fees from time to time and any such changes may affect your recurring Subscription Fees:
- 12.7.1 Increases in price will be reflected in your recurring Subscription Fees; and
 - 12.7.2 Decreases in price will not be reflected in your recurring Subscription Fees.
 - 12.7.3 Subscription Fees include Updates but do not include Upgrades. Upgrades will be rolled out at a revised Subscription Fee in terms of Clause 12.6.1.
- 12.8 Services will be made available to you immediately upon Our confirmation of your signing up and receipt of the Fees. When completing the Registration Process you will be required to expressly acknowledge that you wish the Services to be made available immediately. You will also be required to expressly acknowledge that by doing so, you will lose your statutory right (if any) to cancel your contract with RelayWorks as detailed below in sub-Clause 12.11.
- 12.9 Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate, unless alternative arrangements are agreed between the you and RelayWorks.
- 12.10 Interest will be charged on all outstanding sums on a daily basis, at 5% above

the base rate of the Bank of Scotland from time to time in force.

- 12.11 If you are a consumer based in the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between the seller and you, the buyer, is formed and ends at the end of 14 calendar days after that date. Under normal circumstances, features requiring the payment of Subscription Fees on this Website are made available immediately upon Our confirmation of your order for them and receipt of the Fees. As set out in sub-Clause 12.7, by expressly requesting this, you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.
- 12.12 You may terminate rights granted to your subscription of the Services only after expiry of the initial term specified in the confirmation email. Such notice must be given in writing not less than 30 days prior to the date of expiry of the said initial term (time being of the essence) otherwise the subscription will continue for the same term as specified in the confirmation email at the Fee specified in the confirmation email.
- 12.13 If you terminate a User Site and/or your Account, your User Site(s) will be deactivated immediately and/or return of User Data will, be dealt with in terms of Our Privacy Policy which can be found [here](#). You will not be rebilled after the current time period.
- 12.14 All payments for Fees due under these Terms and Conditions must be made using a valid debit or credit card via Our chosen payment partner, stripe. Payments made via stripe are subject to stripe’s own terms and conditions of service and We make no representations or warranties with respect to their services.

13. **Termination and/or Suspension**

- 13.1 In the event that any of the provisions of these Terms and Conditions, are not followed, We reserve the right to suspend or terminate your access to the Service(s). Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.
- 13.2 If We terminate or suspend your Account as a result of your breach of these Terms and Conditions, you will not be entitled to any refund. If you have signed up for Services, you will not be rebilled after the current year

14. **Use of Communications Facilities**

- 14.1 When using any System on the Website you should do so in accordance with the following rules:
 - 14.1.1 You must not use obscene or vulgar language;
 - 14.1.2 You must not submit User Content that is unlawful or otherwise objectionable. This includes, but is not limited to, User Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - 14.1.3 You must not submit User Content that is intended to promote or incite violence;
 - 14.1.4 It is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

- 14.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 14.1.6 You must not impersonate other people, particularly employees and representatives of RelayWorks or our affiliates; and
- 14.1.7 You must not use our System for unauthorised mass-communication such as “spam” or “junk mail”.
- 14.2 You acknowledge that RelayWorks reserves the right to monitor any and all communications made to us or using our System.
- 14.3 You acknowledge that RelayWorks may retain copies of any and all communications made to us or using our System.
- 14.4 You acknowledge that any information you send to us through our System or post on the blogs, forums/chat or similar may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

15. **Services, Pricing and Availability**

- 15.1 Whilst every effort has been made to ensure that all descriptions of Services available from RelayWorks correspond to the actual Services, RelayWorks is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether.
- 15.2 Where appropriate, you may be required to select the required package Services.
- 15.3 RelayWorks does not represent or warrant that such Services will be available. Availability indications are not provided on the Website.
- 15.4 All pricing information on the Website is correct at the time of going online. RelayWorks reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 15.5 In the event that prices are changed during the period between an order being placed for Services and RelayWorks processing that order and taking payment, provision of Services shall commence as per your order and you will be charged the original price.
- 15.6 All prices on the Website do not include VAT. RelayWorks' VAT number is: 136 9395 77.

16. **Provision of Services**

- 16.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.
- 16.2 Provision of all Services shall be subject to the Terms and Conditions pertaining directly to those Services.
- 16.3 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. RelayWorks will ensure that any necessary corrections to the Services provided are made within 7 working days.
- 16.4 RelayWorks reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 16. Factors which

may be taken into account in the exercise of this discretion include, but are not limited to:

16.4.8 Any use or enjoyment that you may have already derived from the Services;

16.4.9 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of RelayWorks.

Such discretion to be exercised only within the confines of the law.

16.5 You shall provide RelayWorks with all information, access, and full good faith cooperation reasonably necessary to enable RelayWorks to deliver the Services, and shall do anything that is identified in the Subscription or Documentation as your responsibility. If you fail to do this, RelayWorks shall be relieved of its obligations to the extent that the obligations are dependent upon your performance.

17. **Registration**

17.1 The process for Registration can be found [here](#)

18. **Legal Rights and Disclaimers**

18.1 We make no warranty or representation that the Website or the Services will be compatible with all systems, or that it will be secure.

18.2 Save for the discretionary screening and approval of User Sites as detailed in Clause 11, We have neither control over, nor involvement in, any User Sites or User Content and accept no responsibility for any actions taken, or any goods or services provided, by any Users.

18.3 Whilst reasonable endeavours have been made to ensure that all information provided on this Website will be accurate and up to date, We make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of the Services.

18.4 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

18.5 We make no representation or warranty that any part of this Website or the Services is/are suitable for use in commercial situations or that it/they constitute(s) accurate data and / or advice on which business decisions can be based.

18.6 When providing digital content to consumers, We are required to provide digital content that is of satisfactory quality, fit for any purpose made known to us (whether expressly or impliedly), and in accordance with any descriptions (and pre-contract information) given by Us. This includes any digital content we may subsequently modify. If We fail to comply with Our legal obligations, consumers may be entitled to certain legal remedies including repair or replacement or price reductions. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens Advice Bureau or Trading Standards Office.

18.7 Whilst We exercise all reasonable skill and care to ensure that the Website and Platform are secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

18.8 If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

19. Availability of the Website and Modifications

19.1 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.

19.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website and the Services including, but not limited to, the Content available. Where anything you have paid for is made unavailable and you are entitled to a refund as a result, We will inform you of the refund due and it will be paid within 14 days using the same method originally used by you. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

20. Limitation of Liability

20.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website and/or the Services or the use of or reliance upon any content included on the Website including the Services and the Content.

20.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website or any content included on it.

20.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

20.4 We exercise all reasonable skill and care to ensure that the Website is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website (including the downloading of any content from it) or any other site referred to on the Website.

20.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, Platform failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

20.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

20.7 Our entire liability under the terms of any contract with you (except in the case

of death or personal injury) shall be limited to the amount of Fees paid to Us by you in the preceding 12 months.

21. **Confidentiality and Data Protection.**

21.1 The Services, Software and Documentation contain valuable trade secrets that are the sole property of RelayWorks, and you agree to use all reasonable care to prevent other parties from learning of these trade secrets. You shall take reasonable care to prevent unauthorised access to or duplication of the Subscription Services, Software and the Documentation.

21.2 User Data may include valuable trade secrets that are the sole property of you. RelayWorks shall take reasonable care to prevent other parties from learning of these trade secrets.

21.3 Sections 20.1 and 20.2 do not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

21.4 RelayWorks will adhere to the terms of the DPA and the GDPR in accordance with its Privacy Policy which can be found [here](#).

22. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

23. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

24. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and RelayWorks.

25. **Communications**

25.1 All notices / communications shall be given to Us either by post to Our premises at the address given above or by email to info@ihandover.co. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services.

26. **Law and Jurisdiction**

26.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the Laws of England and Wales.

26.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or

associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts as determined by your residency.

- 26.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the English courts.