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- Printed or online guidance material (**Documentation**).

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  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss or corruption of data or information;
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  - (f) any indirect or consequential loss or damage.
- 3.4 Nothing in this Licence shall limit or exclude our liability for:
  - (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other liability that cannot be excluded or limited by English law.
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- 4.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

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- 5.1 Any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### **6. OTHER IMPORTANT TERMS**

- 6.1 This Licence constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in this Licence.
- 6.2 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 6.3 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 6.4 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.