

Intermediate Bushcraft Award NCFE Level Terms and Conditions for Licence Agreement

Introduction

Whereby:

- (A) Woodcraft School Ltd is a private training provider concerned with the provision of education to students.
- (B) The Licence Holder is in a position to assist Woodcraft School Ltd in providing education to students.
- (C) Woodcraft School Ltd wishes to provide education to the students by making use of the services of the licence holder.
- (D) The Parties agree that their relationship should be governed by a legally binding contract and the agreed terms of the contract are those set out in this Agreement and in the Licence Application Form.

The Agreement between the Parties is as follows:

1 Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

- 'Achievement' means achievement of a qualification by a student as evidenced by the provision of 'Achievement Evidence'
- 'Achievement Evidence' means evidence produced by the licence holder to Woodcraft School Ltd in a form satisfactory to Woodcraft School Ltd and comprising:
 - (a) a completed portfolio of evidence clearly belonging to and produced by the student and
 - (b) a record of student observation, signed and dated by a competent assessor, a description of what constitutes competence in assessing is outlined in the Application to Deliver document.
- 'Agreement' means all parts of this Agreement and includes the Schedules and the Appendices incorporated into it and the license application form;
- 'Attendance' means the attendance of a student on a programme as evidenced by the provision of the 'Attendance Register';
- 'Attendance Register' means a certificate which records, in relation to each enrolled student, that student's attendance on, or absence from, the relevant programme, or that student's withdrawal from the Programme (as the case may be);
- 'Commencement Date' means the start date of the agreement stated at the beginning of this document
- 'Enrolled' means, in relation to a student, a person who has been enrolled in accordance with the terms of this Agreement, and 'enrol' and 'enrolling' will be construed accordingly;
- 'Enrolment Guidelines' means the guidelines for enrolment in the form supplied by Woodcraft School Ltd.
- 'Intellectual Property' means any intellectual property belonging to Woodcraft School Ltd including, by way of illustration only, copyright in forms, course materials, marketing materials and unregistered trade and service marks made available by Woodcraft School Ltd to the Licence holder in connection with the provision or promotion of the Programme;
- 'Know-how' means the non-patented practical information and expertise provided by Woodcraft School Ltd to the Licence holder and including, if relevant, the contents of the Quality Manual

- 'Liability' means all and any liability, costs, losses, expenses or damages suffered or incurred by Woodcraft School Ltd and all and any claims made against Woodcraft School Ltd.
- 'Month' means a calendar month;
- 'Payments' means the payments due under the terms of this Agreement from the licence holder to Woodcraft School Ltd in relation to the Programme or Programmes;
- 'Payment Dates' means dates agreed by both parties.
- 'Premises' means the premises listed in Schedule 5 to the Agreement or such other premises as are agreed between the parties from time to time;
- 'Programme' means an individual learning programme provided by the licence holder which is aimed at the student achieving a qualification or other achievement and is identified in Schedule 2 to this Agreement;
- 'Qualification' means a qualification awarded by an external examination body to students who have completed a programme and met that external examination body's criteria for awarding the relevant qualification;
- 'All documentation supplied' refers to all relevant documentation supplied by the Woodcraft School LTD to the licence holder in order to fulfil Woodcraft School Ltd quality assurance criteria and successful completion of the programme.
- 'Student' means a person who is enrolled or is to be enrolled and who receives the education and training comprised in a programme;
- 'Trade Marks' means the registered trade marks belonging to Woodcraft School Ltd and NCFE or otherwise made available for use by the licence holder pursuant to this Agreement:– as notified by the Woodcraft School Ltd to the licence holder from time to time;
- 'Tutors' means the staff of the licence holder or people who are under the direct control of the licence holder as employees, including volunteers, engaged partly or wholly in the provision of the programme to students;
- 'Year' and 'twelve month period' means each successive 12-month period commencing on the commencement date or any subsequent anniversary of it.

1.2 In this Agreement, unless the context otherwise requires, references to the singular include the plural and vice versa; any reference to a person includes a body corporate and words importing one gender include both genders.

1.3 The headings in this Agreement are for ease of reference only but do not form part of the Agreement and will not be taken into account when construing it.

2 Principal Obligations

2.1 The licence holder will provide the programme(s) to the students on behalf of Woodcraft School Ltd in accordance with the terms and conditions of this Agreement.

2.2 The Licence holder will pay Woodcraft School Ltd the sums due in accordance with the terms and conditions of this Agreement in relation to each student provided with a programme.

3 Duration of the Agreement

3.1 This Agreement will commence on the commencement date and continue until twelve months after the commencement date (subject to the provisions for earlier termination), unless extended in accordance with clause 3.3.

3.2 The Agreement will include those students enrolled on or before the end of the twelve month period whose programme of study will be completed on or before the end of the twelve month period.

3.3 Woodcraft School Ltd may on or before the end of the twelve month period following the commencement Date notify the licence holder that Woodcraft School Ltd is prepared to extend the Agreement for a further year on the same terms including this one. Within 30 days of receipt of Woodcraft School Ltd's notice the licence holder shall give notice to Woodcraft School Ltd of whether it accepts such a continuation. In the absence of such a notice from the licence holder it shall be deemed to have rejected the offer of continuation.

4 Payment Terms

4.1 The licence holder will pay in full fees demanded for approval visit prior to this visit being undertaken by Woodcraft School Ltd's quality control team

4.2 The licence holder will pay in full all fees demanded for internal and external moderation visits including travel expenses within 21 days of the invoice date.

4.3 The license holder will pay all fees per student upon student registration through Woodcraft School Ltd of those students.

4.4 The price will be calculated in accordance with the payment fee.

4.5 No refund in payment will be made in relation to the participation in a programme of any student who:

- (a) fails for any reason to complete the work to a standard demanded by the programs learning outcomes.
- (b) withdraws or is removed from the program for any reason.
- (c) fails to attend the all or part of the program and thus fails to complete the requisite number of guided learning hours.

4.6 No refund in payment will be made in relation to monies already received, including student registration, internal or external moderation visits or approval visits in the event that this agreement should be terminated by either party.

5 Provision of Records and Information

5.1 Throughout the term of this Agreement the licence holder will keep the following records and information:

- (a) a register of attendance of students who attend a programme, which register is to be compiled contemporaneously with every session of tuition given as part of a Programme and identify the times of attendance;
- (b) a record of each scheduled tuition session that is cancelled, if any, and a note setting out in full the reasons for cancellation;
- (c) a written note of each complaint made by a student in relation to any aspect of programme provision (and including, without limitation, complaints made against Tutors or in respect of the quality of the programme(s) or any part of it; the premises at which any part of the programme(s) is or has been provided; or health and safety matters), along with the original of any letter or other document recording or notifying that complaint;
- (d) any other records and information specified elsewhere in this Agreement;
- (e) any other records and information as Woodcraft School Ltd may from time to time reasonably require the licence holder to keep, such requirements to be notified in writing to the licence holder.

5.2 The register of attendance and the record of cancellation referred to respectively in Clauses 6.1(a) and 6.1(b) above will be made available at all times for inspection by an authorised representative or representatives of Woodcraft School Ltd from time to time.

5.3 The note of complaint made by students and the other documents referred to in Clause 6.1(c) above must be sent to Woodcraft School Ltd as soon as possible after such complaint is made.

5.4 The information and records referred to in Clause 6.1(e) above must be provided or made available (as the case may be) to Woodcraft School Ltd (or any of its authorised representatives) at the time and in the format reasonably notified by Woodcraft School Ltd from time to time by written notice to the licence holder.

5.5 Where any records or information are required to be sent to Woodcraft School Ltd in accordance with this Clause 6 or any other clause of the Agreement, such records or information must (unless otherwise stated in this Agreement or by written notice from Woodcraft School Ltd to the licence holder) be sent to the address and for the attention of the person specified in Clause 21 (Notices) below.

5.6 The licence holder warrants that all information provided or made available to the Woodcraft School Ltd pursuant to this Clause 6 or any other clause of the Agreement will be true and accurate in all material respects.

5.7 The licence holder further warrants that all information regarding the licence holder's past experience and other matters which were disclosed to the Woodcraft School Ltd (especially in the licence application in order to enable Woodcraft School Ltd to assess whether to enter into this Agreement (all of which information the licence holder acknowledges was relied on by Woodcraft School Ltd)) was true and accurate in all material respects and that nothing which would reasonably be likely to alter Woodcraft School Ltd decision to enter into this Agreement was withheld or misrepresented.

6 Control of the Programme(s)

6.1 The Woodcraft School Ltd is at all times to be in control of all aspects of the Programme(s). The licence holder will comply with Woodcraft Schools reasonable requests in respect of any aspect of the Programme(s). Without prejudice to the generality of the foregoing, the licence holder shall comply with the following obligations.

6.2 Enrolment

6.2.1 The students will be enrolled as students of the Woodcraft School Ltd and NCFE by Woodcraft School Ltd. The licence holder acknowledges that it is not a Woodcraft School Ltd agent for the purpose of enrolment.

6.2.2 Students will be enrolled with Woodcraft School Ltd prior to the commencement of the start of the programme.

6.3 Provision

6.3.1 The licence holder will only use Tutors who have previously been approved in writing by Woodcraft School Ltd (such approval not to be unreasonably withheld) and will supply to the Woodcraft School Ltd all information which Woodcraft School Ltd reasonably requests in order for it to decide whether to give such approval. In addition:

- (a) the licence holder will provide Woodcraft School Ltd with evidence of the employment relationship between the Licence Holder and the Tutors, including where the Tutors are self-employed contractors;
- (b) the Licence Holder agrees that all tutors and assessor working on the program have the range of experience and qualification as set out in the licence application document.

6.3.2 The Licence Holder must co-operate fully with Woodcraft School Ltd to enable Woodcraft School Ltd to communicate freely with the students. In particular the licence holder must give to each student, as soon as he/she enrolls, a copy of the Woodcraft School Ltd complaints procedure.

6.3.3 Those members of the licence holder staff engaged in the delivery of a programme shall be under the control of the licence holder whilst so engaged. The licence holder shall procure that the said staff obey the instructions of Woodcraft School Ltd in respect of the Programme(s). The licence holder shall co-operate fully with Woodcraft School Ltd in this regard, and in particular shall enable Woodcraft School Ltd to investigate any complaint made against any of the licence holder's staff so engaged and shall co-operate in any such investigation and its outcome. Following appropriate investigation, Woodcraft School Ltd shall be entitled to require the licence holder to reprimand, or suspend or remove from providing the Programme, any member of the licence holders staff involved with the Programme. The licence holder shall ensure that any member of its staff without a contract of employment, including agency, volunteer or contract workers who will provide services for the licence holder in relation to the programme, has any necessary qualifications, is medically fit and has undergone enhanced criminal records checks.

6.3.4 The licence holder shall ensure that all Students are aware of:

- (a) their right to complain to Woodcraft School Ltd about any aspect of a Programme;
- (b) how such a complaint may be made; and
- (c) the fact that such complaint cannot lead to action being taken against the student by the licence holder.

6.3.5 The licence holder will notify Woodcraft School immediately if any student withdraws from a Programme.

6.3.6 The licence holder must provide the Programme in accordance with the Woodcraft School Ltd quality assurance arrangements and, in respect of providing the Programme comply at all times with the Woodcraft School Ltd quality assurance processes as set out in the supplied documentation.

6.3.7 If at any time the licence holder has not, in Woodcraft School Ltd's reasonable opinion, met Woodcraft School Ltd's quality assurance guidelines or complied with its quality assurance processes, then Woodcraft School Ltd will notify the licence holder of that fact and give reasons for its opinion. The licence holder will then have an opportunity to remedy the problem provided that if, within a reasonable time after receiving notice from Woodcraft School Ltd, it has not remedied the problem to Woodcraft School Ltd's reasonable satisfaction, Woodcraft School Ltd will be entitled to terminate this Agreement immediately upon written notice to the licence holder. If the Agreement is terminated in accordance with this clause, then the provisions as to the consequences of termination as set out in this Agreement will apply.

6.4 Assessment

6.4.1 All aspects of the assessment of the Students shall be carried out in accordance with the directions given in the assessor guidance by the Woodcraft School Ltd.

7 Monitoring and Compliance

7.1 The Licence Holder will at all times allow any authorised representative of Woodcraft School Ltd or the NCFE

- (a) to attend during the provision of any part of a Programme, or during any activity relating to the provision of a Programme; and
- (b) access to premises and every part of such premises where tuition is or has been provided by the license holder; and
- (c) access to facilities used in or for the provision or in connection with any part of a programme;
- (d) access to records held by the licence holder pertaining to the students and the programme

7.2 The licence holder agrees to provide the Programme in accordance with the Quality Standards and so as to comply with any other standards and/or requirements of Woodcraft School Ltd which may be notified in writing to the licence holder from time to time.

8 Health and Safety and Liability

8.1 The licence holder will notify Woodcraft School Ltd immediately upon the occurrence of any injury to any person or any loss of or damage to property which occurred during the provision of any part of a Programme or on any premises where the Programme is or has been held.

For the avoidance of doubt, any event to be notified to the Woodcraft School Ltd pursuant to this Clause 9.1 must be notified to Woodcraft School Ltd by the quickest means possible in the circumstances and must be followed up as soon as possible by written notice to Woodcraft School Ltd setting out in full all relevant details and parties.

8.2 The licence holder acknowledges that it is directly responsible to each enrolled student for compliance with health and safety legislation during delivery of a programme, and agrees that it will comply with all relevant requirements relating to health and safety.

8.3 The licence holder acknowledges they will wholly and without reservation indemnify Woodcraft School Ltd fully in respect of any Liability which arises as a result of any act of omission on the part of the licence holder (including, without limitation, any non-compliance with health and safety legislation)

9 Insurance

9.1 The licence holder will maintain to the reasonable satisfaction of Woodcraft School Ltd its own adequate public liability insurance.

9.2 The licence holder acknowledges that no claim can be made against Woodcraft School Ltd for any act, mishap or injury including death during the course of a programme where Woodcraft School Ltd staff are not present or directly involved in delivery of the programme.

9.3 The licence holder will, upon request by Woodcraft School Ltd, immediately produce to Woodcraft School Ltd a certified copy of all its insurance policies taken out pursuant to this Agreement and satisfactory evidence that all premiums under such policies are paid to date and are for the duration of the programme.

10 Co-operation and Reputation

10.1 Woodcraft School Ltd and the licence holder agree to use their respective best endeavours to meet at least twice in each year in order to discuss any matters arising from this Agreement and the provision of the Programme(s). These meetings will take the following forms

- a) Internal moderation visit at the licence holders premises
- b) A standardisation meeting at Woodcraft School Ltd. premises.

10.2 The licence holder acknowledges that it may be necessary to meet for internal moderation more frequently than annually, dependent on the result of the moderation visit. The licence holder acknowledges that any additional visits will be at the expense of the licence holder as laid out in the fee structure.

10.3 The licence holder acknowledges that as students will be enrolled with Woodcraft School Ltd, Woodcraft School Ltd reputation is at stake and, accordingly, the licence holder agrees that:

- (a) it will not do anything which brings the reputation of Woodcraft School Ltd into disrepute or which is calculated or is reasonably likely to bring the reputation of Woodcraft School Ltd into disrepute;
- (b) it will provide the Programme(s) in accordance with current best working practice subject always to Woodcraft School Ltd's right to direct how the Programme(s) will be provided;
- (c) it will comply with all requirements of Woodcraft School Ltd notified to it from time to time in relation to the provision of the Programme(s) or any part of it;
- (d) it will not assign or purport to assign any of its rights under this Agreement nor sub-contract to any third party any part of the provision of the Programme(s);
- (e) it will not do or fail to do anything which materially prejudices or is likely materially to prejudice the ability of the license holder to comply with the terms of this Agreement.

10.4 In return for the licence holder providing the Programme(s) in accordance with the terms of this Agreement Woodcraft School Ltd agrees that it will provide the licence holder with such reasonable support and assistance as the licence holder reasonably requests from time to time provided that, for the avoidance of

doubt, Woodcraft School Ltd will not be obliged to the licence holder to provide staff to run or to assist in the provision of any part of the Programme(s) due to the unavailability of Tutors or any other reason.

11 Certification of Attendance and Achievement

11.1 Within two weeks following the receipt of results of a completed Programme the licence holder will send to the Woodcraft School Ltd the Achievement Evidence in relation to each Student who has attained a Qualification.

11.2 Within two weeks of a completed Programme, the licence holder must send to Woodcraft School Ltd the Attendance Register, signed by a duly authorised representative of the licence holder.

11.3 Within ten weeks or sooner of receipt of 12.1 and 12.2 Woodcraft School Ltd will return to the licence holder certificates of achievement for each successful student.

12 Termination

12.1 Within two weeks following the receipt of results of a completed Programme, Woodcraft School Ltd may terminate this Agreement by written notice to the licence holder if:

- (a) There is a material breach by the licence holder of the terms of this Agreement or in the criteria laid out in the licence application which breach is not capable of remedy; or
- (b) There is a material breach by the licence holder of the Terms of this Agreement which breach is capable of remedy but which is not remedied to the reasonable satisfaction of Woodcraft School Ltd within 14 days after Woodcraft School Ltd has given written notice of the breach to the licence holder requiring it to be remedied (provided that the notice terminating this Agreement is given by Woodcraft School within one Month after the expiry of the period during which the breach should have been remedied); or
- (c) the licence holder is the subject of a bankruptcy petition or has a bankruptcy order made against it or is the subject of an application order or appointment under sections 253, 273 or 286 of the Insolvency Act 1986 or is unable to pay or has no reasonable prospect of being able to pay its debts within the meaning of sections 267 and 268 of the Insolvency Act 1986; or
- (d) the licence holder (if a company) is the subject of a petition presented, an order made, a resolution passed or analogous proceedings taken for appointing an administrator of or winding up the company (other than for amalgamation or reconstruction of a solvent company) or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) when they fall due; or
- (e) the licence holder is a company and a notice relating to the striking off of the company is published pursuant to section 652 of the Companies Act 1985; or
- (f) the licence holder is a company and an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed for the undertaking of assets or revenues of the licence holder; or
- (g) there should be a change in the management, ownership or control of the licence holder. Control shall have the meaning attached to it by virtue of section 840 Taxes Act 1988.

- (h) Woodcraft School Ltd loses its own IIQ (Investing in Quality) licence with the NCFE;

Such termination may take effect either immediately or at the end of the twelve month contract period in which the event entitling Woodcraft School Ltd to terminate this Agreement occurs, as Woodcraft School Ltd shall in its discretion determine. In the latter case, this Agreement shall remain in full force and effect until the end of the said twelve month period.

12.2 The licence holder may terminate this Agreement by written notice to Woodcraft School Ltd if:

- (a) there is a repudiatory breach by Woodcraft School Ltd of the terms of this Agreement which breach is not capable of remedy; or
- (b) there is a material breach by Woodcraft School Ltd of the terms of this Agreement which breach is capable of remedy but which is not remedied to the reasonable satisfaction of the licence holder within one Month after the licence holder has given written notice of the breach to Woodcraft School Ltd requiring it to be remedied (provided that the notice terminating this Agreement is given by the licence holder within one Month after the expiry of the period during which the breach should have been remedied); or
- (c) Woodcraft School Ltd becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) when they fall due.

Provided that (except in the case of Clause 14.2(a)) the licence holder shall be obliged to continue to provide the Programme(s) notwithstanding that it has the right to terminate this Agreement in accordance with any provision set out herein (and all of the terms and conditions of this Agreement shall remain in force) until the end of the twelve month period in which the event entitling the licence holder to terminate this Agreement occurred.

12.3 Any termination of this Agreement will be without prejudice to any right of either party against the other in respect of any antecedent breach of this Agreement.

12.4 Any rights of termination set out above are in addition to any other rights for termination which may be set out elsewhere in this Agreement.

13 Taxation and other payments

13.1 All payments to be made by the licence holder to Woodcraft School Ltd under the terms of this Agreement with regard to value added tax (or like tax of a similar nature) are specified in the fee structure within the licence application

13.2 The licence holder acknowledges that, for the avoidance of doubt, all Tutors are the responsibility of the licence holder and are employed by it and that it is responsible, inter alia, for the payment of all wages and the making of national insurance contribution payments in respect of each Tutor. The licence holder shall indemnify Woodcraft School Ltd against any claims made against Woodcraft School Ltd by any of the Tutors.

14 Confidentiality

14.1 Neither party will (save as required by this Agreement) without the written consent of the other, disclose any of the contents of this Agreement or of the commercial arrangements between them save:

- (a) (in the case of both parties) for any necessary disclosure to professional advisers of that party;

- (b) (in the case of Woodcraft School Ltd) to the NCFE and any other organisation or person having jurisdiction over Woodcraft School Ltd.

14.2 The obligations of confidentiality in clause 16.2 shall survive the termination of this Agreement for any reason including breach of this Agreement by Woodcraft School Ltd and shall continue unless and until any of the relevant confidential information enters the public domain through no fault of the relevant party or its agents

15 Improvements

15.1 The licence holder must inform Woodcraft School Ltd of any suggestions for improvements or enhancements to the Programme(s) (or the way in which it is provided), the curriculum and the Programme material. Woodcraft School Ltd will consider such suggestions and it may, if it so wishes, make use of the suggestions for its own benefit, the benefit of its Students or the benefit of other licence holders.

15.2 Woodcraft School Ltd will use its reasonable endeavours to improve and develop the Programme curriculum and the Programme materials unless such curriculum or such Programme materials were not originally developed by, or in conjunction with, Woodcraft School Ltd. The licence holder agrees to implement any changes to the Programme(s), the way it is provided, the Programme curriculum or the Programme materials which may be necessary or desirable as a result of any improvement, enhancement or developments as soon as possible after receiving written notice from Woodcraft School Ltd specifying the changes to be made.

16 Force Majeure

16.1 If the Woodcraft School Ltd or the licence holder is unable to perform any or all of their respective obligations under the terms of this Agreement because of any of the events set out below, then that party will be relieved of its obligations to continue to perform under this Agreement for as long as their fulfilment is prevented or delayed as a consequence of any such event. The events referred to in this paragraph are: fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the control of either party.

17 General Provisions

17.1 This Agreement does not constitute a partnership, contract of employment or joint venture arrangement between Woodcraft School Ltd and the licence holder and the licence holder must not act or purport to act as an agent of Woodcraft School Ltd.

17.2 The waiver by any party of any breach of any provision of this Agreement will not prevent the subsequent enforcement of that provision. Similarly, the waiver will not be deemed to be a waiver of any subsequent breach of that provision or of any other provision.

17.3 This Agreement and the documents referred to in it contain the entire understanding of the parties and overrides and supersedes any prior promises, representations, undertakings or implications.

17.4 If any provision of this Agreement is invalid for any reason, its invalidity will not affect the remainder of this Agreement which will remain valid and enforceable in all respects.

18 Governing Law

18.1 This Agreement is governed by and should be construed in accordance with English law.

19 Intellectual Property and Trade Marks

19.1 The licence holder agrees not to infringe any Intellectual Property made available pursuant to this Agreement.

19.2 The licence holder confirms that any goodwill arising out of the use of the Intellectual Property by him belongs, as between the licence holder and Woodcraft School Ltd, to Woodcraft School Ltd

19.3 The licence holder will not use the Intellectual Property or anything confusingly similar to any part of it for anything other than the provision or promotion of the Programme(s) in accordance with this Agreement.

19.4 The licence holder acknowledges that:

- the Know-How is confidential
- the contents of all the supplied documentation are confidential.

19.5 During the term of this Agreement and for as long afterwards as the Know-How and any other confidential information imparted to the licence holder by Woodcraft School Ltd remains outside the public domain (otherwise than by reason of any breach of this Agreement), the licence holder will keep it strictly private and confidential and will not disclose it to any other person, firm or company without Woodcraft School Ltd's prior written consent.

19.6 The licence holder will immediately notify Woodcraft School Ltd if, during the term of this Agreement or any renewal of it, he becomes aware of any breach of the Intellectual Property or other intellectual property rights made available to him or of the unauthorised disclosure of:

- any Know-How
- the contents of all documentation supplied

19.7 The licence holder will not make any application to register any trade or service mark in its own or any other name for use in connection with the provision of the Programme(s) or any part of it.

19.8 Nothing in this Agreement constitutes any warranty or assurance as to the validity or subsistence of any of the Intellectual Property.

20 Notices

20.1 Any notice served pursuant to this Agreement shall be properly served if sent by recorded delivery post to:

- (a) (in the case of Woodcraft School Ltd) at the address shown in this Agreement and marked for the attention of the Manager of Partnerships;
- (b) (in the case of licence holder) at the address shown at the start of this Agreement.