

PART 1
GENERAL TERMS AND CONDITIONS

1. On this website the following terms have the following meanings:

“ALP”: Amberside ALP plc a public limited company incorporated in England registered with the Registrar of Companies for England and Wales under number 11041038 with its registered office is at Amberside House, Wood Lane, Hemel Hempstead, Hertfordshire, HP2 4TP and the parent company of Amberside ALP Trading Limited, or any other member of Amberside ALP plc’s group of companies who issues bonds through this Website from time to time.

“ALP Bonds”: bonds issued by ALP pursuant to the ALP Bond Instrument;

“ALP Bond Instrument”: the bond instrument described in the ALP Information Memorandum;

“ALP Information Memorandum”: the information memorandum relating to ALP Bonds that is available on the Website from time to time, including any supplemental information memorandum or prospectus or supplemental prospectus;

“Amberside Portfolio Management Service”: the discretionary portfolio management service described in paragraphs 44 to 48 of the General Terms and Conditions.

“Business days”: refers to any day other than Saturday, Sunday or a Bank holiday in England and Wales.

“General (non-ISA) Account”: means your general account which is opened in the books of and operated by Goji pursuant to these Terms and Conditions and which does not qualify as an ISA.

“Goji”: Goji Financial Services Limited a private limited company incorporated in England registered with the Registrar of Companies for England and Wales under number 10234133 with its registered office at 133 Whitechapel High Street, London, England, E1 7QA and which is registered in The Financial Services Register under number 805323.

“HMRC”: means Her Majesty's Revenue & Customs.

“Investment Account”: the bank account

“Investment account”: means the bank account associated with your IFISA account and in which your money will be held pending investment in ALP Bonds

“ISA”: an individual Savings Account.

“IFISA”: means your innovative finance ISA account which is opened in the books of and operated by Goji as the IFISA manager pursuant to these Terms and Conditions.

“ISA Regulations” or “Regulations”: the Individual Savings Account Regulations 1998 (as amended or replaced from time to time).

“Nominated Account”: the bank account which you notify to Goji as the bank account to which all payments should be made to you in respect of amounts due and received by Goji in respect of ALP Bonds held in your IFISA or when you make withdrawals from your Investment Account.

“Subscription”: means any contribution made by you to your Innovative Finance ISA during a tax year that counts towards the annual subscription limits under the Regulations.

“Terms and Conditions”: these General Terms and Conditions between you and Goji

“Website”: this website (<https://platform.ambersidealp.com/investments/>).

Application of Terms and Conditions

2. This Website is operated for ALP by Goji and any investment in ALP Bonds through this Website will be facilitated by Goji.
3. The Terms and Conditions set out in these General Terms and Conditions constitute a contract which is binding on you and Goji in relation to any purchase of ALP Bonds which you make through this Website and hold in your IFISA.
4. Goji shall arrange for you to acquire ALP Bonds through this Website and shall treat you as its client for these purposes.
5. Goji shall act as your ISA Manager, custodian of your cash and investments and, where your financial adviser has recommended this service, portfolio manager in respect of a portfolio of ALP Bonds that your financial adviser has assessed as being suitable for you. Goji shall treat you as its client for these purposes.
8. The Terms and Conditions apply where you apply to purchase ALP Bonds on an advised basis; where you apply on a non-advised basis; and where you elect to purchase a portfolio of ALP Bonds on an advised basis pursuant to the Amberside Portfolio Management Service. Where you acquire ALP Bonds or a portfolio of ALP Bonds on an advised basis, you will be required to confirm that you have received a personal recommendation to do so from a qualified financial adviser. Goji shall rely upon the determination of suitability by your financial adviser in order to comply with their respective regulatory responsibilities and they shall not be responsible for assessing or overseeing the assessment of the suitability of that recommendation.
9. Where you apply to purchase ALP Bonds on an advised basis we will assume that your authorised financial adviser is authorised by you to initiate the application process and make declarations and certifications on your behalf.
10. Where you apply to purchase ALP Bonds on a non-advised basis you will need to personally make certain declarations and certifications so that Goji can determine whether or not it is appropriate for you to purchase ALP Bonds.

Compliance with IFISA conditions and appropriateness of an investment in ALP Bonds

11. Any ALP Bonds which you purchase through this Website will be held in an IFISA managed by Goji.
12. Goji undertake on your behalf to, or to arrange for an appropriately authorised person to – (i) receive payments in respect of your ALP Bonds; (ii) make payments, when due, in respect of your

ALP Bonds to you; and (iii) exercise, or facilitate the exercise of, rights in respect of your ALP Bonds.

13. Goji will treat you as a retail client for the purposes of the Financial Conduct Authority's rules (retail clients receive the highest degree of regulatory protections under those rules).
14. You may only open an IFISA and purchase ALP Bonds if you are approved by Goji as having the necessary experience and knowledge to understand the risks in accordance with the assessment process which you can initiate by logging on at:
<https://platform.ambersidealp.com/investments/account/login>
15. Goji reserves the right to reject applications to open an IFISA or to purchase ALP Bonds on such grounds as it sees fit, including, without limitation, your knowledge and understanding of investing, your financial status, your capacity to be bound by these Terms and Conditions or the jurisdiction in which you live or are a citizen. As part of the assessment process, Goji will carry out identity and fraud checks on you, using third party agencies. Goji uses our its internal guidelines and policies when assessing applications but retains complete discretion. If Goji cannot obtain adequate information from a third party agency then Goji will ask you to send it with copies of the relevant identification documents (normally a certified copy of your passport and a utility bill) and any supporting evidence that Goji may require. If you do not provide all appropriate identification documents, you will not be able to purchase of ALP Bonds. Goji may also suspend the application process at any time if Goji believes it is appropriate in order to comply with its legal obligations. For more details about how Goji use your information, please refer to its Privacy Policy.
16. If, following the application process, Goji decides that it is appropriate, you will then be able to view offers of ALP Bonds available through this Website and open an IFISA in your sole name on the basis that you will be solely beneficially entitled to any cash or investments in the IFISA. IFISA investments will be, and must remain in, your beneficial ownership and must not be used as security for a loan.
17. If you wish to purchase ALP Bonds through the Website, you will need to open an IFISA account and specify the size of the investment you wish to make and place funds in your Investment Account. Your rights in respect of ALP Bonds which you purchase are described in the ALP Information Memorandum.
18. To open an IFISA account, Goji must be in receipt of a completed ISA application, together with your payment for any amount between our stated minimum subscription up to the maximum annual subscription allowance for an Innovative Finance ISA.
19. When you open an IFISA account we will ask you to make a declaration. Making this declaration will allow you to subscribe for an IFISA in the tax year that you make the declaration and for each subsequent tax year, provided you make a subscription to your IFISA every tax year. If you do not make a subscription to your IFISA one year then when you next want to subscribe to your IFISA you will have to make a new declaration.
20. Goji will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, an ISA has, or will, become void. If the failure cannot be corrected or if you fail to take any action requested by us in writing within a reasonable period of time, we may close your account by written notice.
21. You may subscribe to an ISA in any tax year (i.e. period starting on 6 April of one year and ending 5 April of the following year) for which you are either resident and ordinarily resident in the United Kingdom; or, although non-resident in the United Kingdom, perform duties of a Crown employee

which are treated as being performed in the United Kingdom, or are the spouse or civil partner of such a person.

22. In accordance with the ISA Regulations you are not eligible to apply if you have already subscribed to another IFISA in the same tax year, or if you have already subscribed the maximum available allowance to a Cash ISA and/or Stocks and Shares ISA, in the same tax year as you are applying for this IFISA. These restrictions do not apply if you are:
 - a. transferring an existing IFISA from another ISA Provider to the IFISA (in circumstances where this is permitted under the ISA Regulations), or
 - b. where you have already subscribed the maximum allowance to a cash and/or stocks and shares ISA and this is transferred to this IFISA.
23. If you have any questions, doubts or issues relating to ISA's or your eligibility to hold an ISA, you should consult the HMRC website (<https://www.gov.uk/government/organisations/hm-revenue-customs>) or contact them directly.
24. If you do not place any money in your account during a tax year, you will need to make a new declaration should you wish to make subscribe to you IFISA in the following tax year.
25. Subject to applicable law, Goji may decline the opening of an IFISA. Goji are obliged to confirm the true identity of all applicants and reserve the right to decline an application to open an account from you or any deposit. You must inform Goji if any declarations or confirmations you have made about your eligibility to hold an ISA no longer apply. You must inform Goji immediately if you are no longer a UK resident or cease to perform duties of a Crown employee which are treated as being performed in the United Kingdom, or cease to be the spouse or civil partner of such a person.
26. If Goji accepts your application to make an investment, Goji will provide you with bank account details into which you should transfer your subscription amount (your "Investment Account") where it will be held pending investment. The Investment Account will be held by Goji as a client account and will be kept separate from Goji's own money in accordance with FCA rules.
27. Payment to your Investment Account must be made by electronic transfer from a bank account in your name whose details you provide to us and which we have accepted (your "Nominated Account"). We will not charge you for a transfer of an ISA from a 3rd party ISA plan manager to Goji.
28. You may also transfer money into your Investment Account from an existing ISA with another provider, in cash only. An online transfer-in form will need to be completed and then Goji will send you a Transfer Authority form to approve and sign. Goji will then arrange for the funds to be transferred to your Investment Account from your existing ISA provider in accordance with your instructions and the ISA Regulations.
29. Cash in your General (non-ISA) Account can be transferred into your IFISA account so long as they are not currently invested in a Bond.
30. The transfer process will begin on the date on the Transfer Authority form or the date you stipulate for us to begin the transfer process, whichever is later. We will then send your request for the transfer

of money in your existing ISA to your existing ISA Provider together with confirmation that we will accept the ISA transfer, within 5 business days of receiving your Transfer Authority form.

31. All subscriptions must be in cash and the initial subscription into the Investment Account must be at least equal to the minimum amount required to purchase ALP Bonds. When ALP issues investments to you, your subscription monies shall be paid from your Investment Account to ALP for onward investment and payment of relevant fees and the ALP Bonds which are purchased will then be held in your IFISA. Any documents evidencing your title to ALP Bonds will be held by Goji or as Goji may direct.
32. The maximum you can subscribe to an IFISA is the maximum ISA limit per tax year as prescribed in the ISA Regulations. If funds are subscribed into your IFISA account which exceed the amount prescribed in the ISA Regulations, then the excess subscription will be transferred to your Nominated Account. Your IFISA will be flexible as defined in the ISA Regulations. This flexibility means cash which is withdrawn can be replaced, in whole or part, within the same tax year and this will not affect your ISA subscription limit for that year. You agree to reimburse Goji for any administrative fees, charges from HMRC or any tax authority incurred as a result of your failure to comply with ISA Regulations in opening your ISA, making subscriptions or the operation of your IFISA.
33. You may make cash withdrawals from your Investment Account; however, you cannot withdraw funds which are invested in an ALP Bond unless through any existing redemption proposition.

Closure of your IFISA

34. If you decide you no longer want an IFISA, you will have the right to cancel your account within 14 calendar days of the date your account is opened. You can do this by contacting us by phone: 020 3950 1777, or email: alp@ambersidealp.com. When your account is cancelled, any investments and money credited to your ISA account will be transferred to your General Account. You can then proceed to use your Amberside Investment account as per the Website Investor Terms and Conditions. If you choose to cancel your IFISA within the 14 day cancellation period outlined in clause 5.1, you will remain eligible to open an IFISA with us or another ISA manager. This will not apply if you cancel your IFISA after this period.
35. If you wish to close your IFISA account, you can do this by contacting us by phone: 020 3950 1777, or email: alp@ambersidealp.com. If you have subscribed to your IFISA during a tax year and then close the account, and do not arrange with another ISA provider to transfer the money in your account to them, you will not be able to subscribe to another IFISA with another ISA provider in the same tax year.
36. If you have subscribed to your IFISA during a tax year and then close the account, you will be able to re-open the account with us during the same tax year.
37. If you choose to transfer out funds from your IFISA to another ISA provider, you will be charged a fee of £35.00.
38. We will notify you, by reason of any failure to satisfy the provisions of the ISA regulations, if all or part of your IFISA account has or will become invalid. If the failure can be corrected, we will repair

your IFISA account. You will be charged £35.00 for the administration of an account if Goji is required to repair your IFISA account. If the failure cannot be corrected, your IFISA account will be voided. We may close your account with immediate written notice to you if we are directed to close it by HM Revenue & Customs. You will be charged £35.00 for the administration of an account if Goji is required to void your IFISA account.

39. In the event of your death, ISA tax exemptions will no longer apply. Any interest or gains in respect of investments that arise after the date of death to the date of closure will not be exempt from tax. When we receive notification of your death we will suspend all transactions and investments in your IFISA account. ISA tax exemptions will no longer apply from the date of death. Your IFISA account will be valued for probate as at the death and dealt with as instructed by your executors. A charge of £50.00 is applied for a valuation of the deceased's Innovative Finance ISA account that may be required for Grant of Probate. We may require a grant of probate or letters of administration before releasing any monies in your account to your executors.
40. In the event of your bankruptcy, ISA tax exemptions will no longer apply from the date on which a trustee is appointed to manage your estate. When we receive notification of your bankruptcy we will close your Innovative Finance ISA account and any investments and money credited to your account will be transferred to an Amberside Investment account. You will be charged £25.00 for the administration of an account should we receive a bankruptcy order.
41. If you or we close your IFISA account, any investments and money credited to your account will be transferred to your General Account. In closing your IFISA we may deduct any sums due to us. You will reimburse us any amounts required to be paid in tax or otherwise if you close your IFISA.
42. We will support the setting up of an IFISA based on Additional Permitted Subscriptions (APS) for your spouse.
43. You may transfer your current year's ISA subscriptions in whole, and/or parts of any funds (together with interest) in your account from previous tax years to another ISA provider in accordance with the ISA Regulations and these conditions. You will need to contact your other ISA provider to arrange a transfer and you can choose the date funds are transferred, subject to us being allowed a reasonable period to implement that transfer. That reasonable period shall not exceed 30 days and shall be consistent with the requirements of the ISA Regulations.

Amberside Portfolio Management Service

43. Where you have engaged a financial adviser who has advised you to use the Amberside Portfolio Management Service, Goji will provide that service pursuant to the provisions of paragraphs 44 – 48 of these Terms and Conditions, which shall apply in addition to the other provisions of these Terms and Conditions. If there is a conflict between the provisions of paragraphs 44-48 of these Terms and Conditions and any other provision of these Terms and Conditions, paragraphs 44-48 of these Terms and Conditions shall prevail if you have elected to receive the Amberside Portfolio Management Service.
44. The Amberside Portfolio Management Service consists of different model portfolios that Goji offer from time to time, which allows investors to acquire ALP Bonds in stated proportions in order to

meet specific investment requirements. Goji is not required to offer the Amberside Portfolio Management Service to financial advisers or investors.

45. If you wish to subscribe for a model portfolio, you will need to have received a recommendation from your financial adviser that the model portfolio is suitable for you. You will be notified when the recommendation has been prepared, at which point you will be asked to confirm if you wish to proceed to make the recommended investment, which will specify the size of the investment you wish to make and the model portfolio you wish to invest in. You must place funds in your Investment Account in order for your application to be processed. For cash subscriptions to an ISA, your application cannot be processed until the funds are in place.
46. Your financial adviser is responsible for assessing the suitability of investment in a model portfolio for you in accordance with regulatory requirements. Your financial adviser is independent of us and gets paid separately for assessing the suitability of the model portfolio for you in light of your individual circumstances (such as your understanding of risks and features of the model portfolio, your financial circumstances and your risk appetite). Goji is responsible for ensuring that your financial adviser has regulatory permissions to provide investment advice, but your financial adviser alone is responsible for the assessment of suitability of the model portfolio for you.
47. When ALP issues bonds to you pursuant to the Amberside Portfolio Management Service, Goji will pay your subscription monies to ALP and towards the payment of the fees you owe to service providers, including the fees described in any financial promotion relating to the Amberside Portfolio Management Service and the fees of your financial adviser.

Changes to the General Terms and Conditions

48. Goji may, at any time, change these Terms and Conditions by giving you written notice. Such amendment will take effect on the date specified in the written notice. For the avoidance of doubt, these changes may impact our fees and charges or the level of service provided. Any amendment that adversely affects you will not apply to sums already lent out. Goji may also amend these Terms and Conditions if it believes it necessary to respond proportionally to changes in law and regulations or to reflect changes to our systems, administrative processes and procedures, market practice or client requirements and to reflect other legitimate cost increases (or reductions) associated with providing your IFISA. You will be given at least 30 days' notice in respect of any changes to these Terms and Conditions unless the specific circumstances require a shorter or longer period. Any amendments will comply with any applicable laws and regulations.
49. The management of your IFISA account will be subject to the ISA Regulations. Any changes made by HMRC to the ISA Regulations that affect these terms will apply as soon as they come into effect. Goji will inform you if your IFISA account has or will lose its tax exemption through any failure to meet the ISA Regulations. If an investment which was previously allowed under the ISA Regulations ceases to be allowed, Goji will notify you and provide instruction to transfer it out of the account.
50. These ISA account Terms are based on our understanding of current law and HMRC's practice as at April 2016. These may change in the future and the favourable tax treatment of ISAs may not be maintained.

Fees and charges

51. The ALP Investment Memorandum will set out full details of the relevant fees, if any, that will be charged.
52. There are no fees charged on your IFISA account.
53. Goji may, where provided for in the ALP Investment Memorandum, charge fees to investors in respect of investment transfers made pursuant to clause 29. No such fee shall be charged upon death or incapacity of a member.

Miscellaneous

54. By using this Website, you confirm that you have read, understood and agree to these Terms and Conditions and our Privacy and Cookies Policy (each as amended from time to time). If you do not agree to the Terms and Conditions, you must stop using the Website immediately.
55. You will be required to provide personal details and a password before initiating any investment. You are responsible for all information and activity on the platform by anyone using your details and password. If you authorise an agent, family member, employee or sub-contractor to use your account you will be responsible for their activity on the Website. Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into your account is not you or we suspect illegal or fraudulent activity or unauthorised use.
56. You agree not to adapt or circumvent the systems in place in connection with this Website, nor to access our systems other than by using the credentials assigned to you and by following the instructions that we have provided for that type of connection.
57. Acceptance of application to invest will be at the discretion of Goji is satisfied which may be declined if, for example, because the offer is over-subscribed or under-subscribed or because of legal or regulatory matters. The allocation policy for each investment is based on a first-come-first-served basis, by reference to the time your account is funded. If it is not possible to allocate investments to you, Goji may hold your subscription for participation in a subsequent issue of like investments, although you will be entitled to request to have your unallocated subscription monies returned to you until they have been committed.
59. All bonds will be governed by the terms of the ALP Bond Instrument; the Investment Memorandum; and these Terms and Conditions. To the extent that there are any inconsistencies between these documents, the provisions of the Bond Instrument shall prevail over the Investment Memorandum, and the Investment Memorandum shall prevail over these Terms and Conditions.
60. Neither ALP nor Goji provide investment advice, legal advice or tax advice. In particular and subject to clause 7, Goji will not assess the suitability of an investment in light of your personal circumstances and you are responsible for making your own investment decisions. If you are in any doubt as to your own personal circumstances, you should seek such advice from an appropriately qualified professional.
61. Goji will not facilitate investment where we are aware that it is illegal, although it is your responsibility to ensure that you have complied with any relevant legal or regulatory restrictions that would prohibit you from investing.

62. You may request any of your cash that has not been allocated to an investment, including investment returns, to be paid back into your Nominated Account. If you wish replace your Nominated Account, you may request to do so by email. Any alternative account must be in your name and be held with a bank or credit institution that is acceptable to Goji.
63. Payments to you will be made after deduction of any relevant tax. Regardless of whether we withhold tax, it is your responsibility to account for any taxes that may be payable to the appropriate authorities.
64. You can view details of the investments and money in your IFISA through the Website. For reporting purposes, we will value your ALP Bonds by reference to their nominal value and will only report interest after it has accrued on payment.
65. If you want Goji to hold money that has not been allocated in your Investment Account in order to invest in future opportunities, you may do so. No interest is payable on money held in your Investment Account and no fees are charged in respect of establishing your Investment Account. Goji may retain a payment representing interest on the money held in your Investment Account.
66. There is no established secondary market for ALP Bonds available through this Website and so you should normally expect to hold your ALP Bonds until the redemption date, or beyond, if there is a significant default on the ALP Bonds.
67. If you find a buyer for your ALP Bonds, you may sell them through Goji by providing us with details of the purchaser, the price to be paid and the number of ALP Bonds to be sold. If the buyer wishes Goji to account to the buyer for the investment proceeds, the buyer will need to be assessed by Goji as a person for whom an investment in ALP Bonds is appropriate and Goji may decline its approval at its absolute discretion. Goji may charge fees for registering a transfer of ALP Bonds as set out in the Fees section of the Website from time to time.

Cancellation of Authority

69. You can cancel the authority of Goji to act on your behalf pursuant to these Terms and Conditions at any time by sending an email to this effect to Goji providing details of the person authorised by the Financial Conduct Authority and HMRC to which you require your ALP Bonds and any balance of money in your Investment Account to be transferred. Alternatively, you may request that your ALP Bonds be transferred into your possession and any such balance transferred to your Nominated Account. Goji will act upon such a notice of cancellation as soon as is reasonably practicable. Such cancellation will not affect the terms of any ALP Bonds you have entered into.
70. Goji may cancel their obligations to facilitate and hold investments on your behalf at any time by email to you and for any reason, including but not limited to breach of these Terms and Conditions, applicable law, mis-use of the Website or account inactivity for a period of 12 months or more. Goji will act upon such a notice of cancellation as soon as is reasonably practicable and ALP Bonds will be transferred into your possession and any balance of money held in your Investment Account will be transferred to your Nominated Account.

Complaints and Compensation.

71. Goji has established procedures in accordance with the Financial Conduct Authority's rules for the effective consideration of complaints. Please contact us to request a copy of the appropriate complaint handling policies. We will notify ALP of any complaints made that relate to it. If you are still unhappy with the outcome of a complaint, you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0800 023 4567 or email complaint.info@financial-ombudsman.org.uk.
72. Goji participates in the Financial Services Compensation Scheme (the "FSCS"). If Goji owes you money in connection with the services provided to you under these Terms and Conditions and are unable to pay it, then you may be entitled to compensation from the FSCS, up to a maximum of £50,000.
73. If the bank with which your Investment Account is held becomes insolvent, this will not be Amberside's or Goji's responsibility. The maximum compensation available from the FSCS in respect of money held in a bank account is £85,000.
74. For more information you can contact the FSCS in writing at 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN by telephone on 0800 678 1100, by email to enquiries@fscs.org.uk or by going to www.fscs.org.uk.

Liability

75. You shall be liable to Goji for any loss or damage suffered by either of them as a result of any breach of these Terms and Conditions or the terms of any investment you make through this Website.
76. Goji shall not be liable to you for any loss or damage which you may suffer as a result of investing in ALP Bonds except where such loss or damage arises from their breach of these Terms and Conditions or was caused by their negligence, wilful default or fraud. Goji is not responsible for any breach of these Terms and Conditions arising from circumstances outside their reasonable control. Goji's total liability to you in connection with these Terms and Conditions, and your use of the services provided via this Website shall not exceed the amount of money you have invested giving rise to the liability.
77. Nothing in these Terms and Conditions shall limit our liability for personal injury or death, fraud, nor for any other liability, the exclusion or limitation of which is not permitted by applicable law or regulation.
78. When Goji make forward-looking statements, they will base them on reasonable assumptions, but they shall not otherwise be responsible for the achievement of such statements where they are outside of their control.

Intellectual Property

79. Subject to paragraph 80 below, as between you and Goji, Goji own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to this Website. If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute

any and all such documents as we may reasonably request in order to assign such intellectual property rights back to Goji.

80. You shall retain ownership of all copyright in data you upload or submit to this Website. You grant Goji a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

Variation

81. Goji may need to update or amend these Terms and Conditions from time to time to comply with law or to meet its changing business requirements. Goji may make such changes without your specific agreement where those updates are, in our reasonable opinion, of an immaterial and routine nature and may not always be able to give you advanced notice of such updates or amendments but Goji will always post them on this Website so you can view them when you next log in. By continuing to use the services available through this Website, you agree to be bound by the terms of any such updates and amendments.

General

82. These Terms and Conditions are governed by and to be construed in accordance with English law. In the event of any matter or dispute arising out of or in connection with these Terms and Condition, you and we shall submit to the non-exclusive jurisdiction of the English courts.
83. If any of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall, so far as possible, continue in full force and effect.
84. No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.
85. Goji may exercise any of its rights or discharge its obligations under these Terms and Conditions in Goji's own capacity or through any company or other legal entity which has all relevant legal authorisations, licences or permissions to discharge those functions. No person shall have rights to enforce terms under the Contracts (Rights of Third Parties) Act 1999 other than the parties. Goji will satisfy themselves that any person to whom they delegate any of their functions or responsibilities under the terms agreed with you is competent to carry out those functions and responsibilities.

Contacting us

86. If you have any questions about these Terms and Conditions, or wish to contact us for any other reason, you can contact us by email: help@ambersidealp.com.