

*A Bilateral Covenant for Mutual Academic Accountability and Conditional Pecuniary Obligation*

# **STUDY COMMITMENT AND BEVERAGE PROCUREMENT CONTRACT**

## **PARTIES TO THIS AGREEMENT**

This binding and enforceable instrument is entered into as of the date of signature below (hereinafter referred to as the “Effective Date”), between:

1. **Oliver Form**, a natural person resident in the United Kingdom (hereinafter referred to as “Party A”), and
2. **Leo Williams**, a natural person resident in the United Kingdom (hereinafter referred to as “Party B”)

Collectively referred to herein as the “Parties” or, individually, as a “Party.” The provisions of this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, heirs, executors, administrators, permitted assigns, and successors-in-interest.

## **RECITALS AND PREAMBLE**

WHEREAS, the Parties acknowledge and affirm their mutual, irrevocable, and unconditional commitment to academic excellence and scholarly diligence in preparation for the forthcoming A-Level Mathematics (7357) and A-Level Further Mathematics (7357/7356) examinations, as administered by duly authorized examination boards; and

WHEREAS, the Parties recognize, acknowledge, and agree that consistent, methodical, and comprehensive practice through formally published past examination papers constitutes an indispensable prerequisite to examination success and the attainment of superior marks; and

WHEREAS, the Parties desire and intend to establish a bilateral, mutually binding, and legally enforceable accountability mechanism incorporating specific, measurable, and verifiable consequences for non-performance;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## DEFINITIONS

1. **“Past Papers”** shall mean, without limitation, formally published and officially sanctioned examination papers from duly recognized examination boards (AQA, Edexcel, OCR, or Pearson), wheresoever located or distributed, for A-Level Mathematics (7357) and/or A-Level Further Mathematics (7357/7356), including all component papers, sections, and subsidiary question materials.
2. **“Week”** shall mean any consecutive seven (7) calendar day period commencing at 00:00 hours on Monday and concluding at 23:59 hours on the following Sunday, as measured in the Greenwich Mean Time (GMT) or British Summer Time (BST) time-zones, whichever is in effect on the date in question.
3. **“Complete”** or **“Completed”** shall mean, with particularity, the bona fide, thorough, and comprehensive attempt at all questions contained within the entirety of each past paper, including the submission of written solutions, workings, and demonstrable mathematical reasoning for all questions so attempted. For purposes of this Agreement, “Completion” shall be deemed to have occurred on or before 23:59 hours on the final Sunday of the relevant calendar week, with evidence of such Completion contemporaneously documented and available for immediate inspection upon request.
4. **“Exam Period”** shall mean the temporal period commencing on the Effective Date hereof and concluding on the date upon which the final, officially scheduled A-Level examination in Mathematics or Further Mathematics is administered, whichever date is the latest chronologically.
5. **“Alcoholic Beverage”** shall mean, in the sole and absolute discretion of the entitled Recipient, any quantity of spirituous, fermented, or otherwise alcohol-containing beverage purchased from a duly licensed and legally authorized commercial establishment, with a maximum unitary acquisition cost not to exceed £8.00 (eight pounds sterling) GBP per individual beverage unit.

## CORE OBLIGATIONS

### Weekly Completion Requirement

Each Party hereby covenants, promises, and unconditionally obligates themselves to complete, without qualification or demur, a minimum of two (2) full and unedited past papers per calendar Week during the Exam Period, as defined above.

- a. Papers may be selected and completed from any available academic year or examination board, in the sole discretion of each Party.
- b. Papers may be combined and intermixed from both A-Level Mathematics and A-Level Further Mathematics subject matter areas.

- c. Digital Completion via typed written solutions or photographed documentary evidence of handwritten work is expressly deemed acceptable hereunder.
- d. All papers constituting Completion for any given Week must be Completed on or before 23:59 hours on the final Sunday of such Week, with the burden of proof as to timely Completion resting solely upon the claiming Party.

## **Verification, Documentation, and Evidentiary Standards**

- a. Each Party shall, at all times, maintain comprehensive, contemporaneous photographic or digital documentary evidence demonstrating Completion of all past papers claims, which evidence shall be preserved in perpetuity and made immediately available upon request.
- b. Evidentiary documentation must be provided and delivered to the requesting Party within a period not to exceed forty-eight (48) hours of written or oral request, which request period shall commence upon the date and time of receipt.
- c. Failure to produce adequate evidence within the prescribed forty-eight (48) hour period shall result in conclusive and irrebuttable legal presumption of non-Completion for the subject Week, without exception or qualification.
- d. Acceptable forms of evidence shall include, without limitation: high-resolution photographs of legible written work bearing clear date and time metadata, fully scanned documents with optical character recognition compatibility, or digitally submitted solutions bearing embedded or affixed timestamps from recognized third-party verification sources.

## **ENFORCEMENT AND PENALTIES**

### **Definition of Material Breach and Default**

A Party shall be deemed to be in material breach, default, and non-performance of this Agreement if and only if such Party fails, neglects, or refuses to Complete the minimum of two (2) past papers within any given calendar Week during the entirety of the Exam Period. Such failure shall constitute an independent, discrete, and material breach of the fundamental covenants contained herein, without regard to whether a breach occurred in any other prior or subsequent Week.

### **Liquidated Damages, Remedies, and Enforcement Upon Default**

Upon verified, documented, and conclusively established breach of the weekly completion requirement set forth herein, the following consequences and remedies shall apply, without limitation:

1. The breaching Party (hereinafter “Obligor” or “Debtor”) shall forthwith become obligated to purchase, acquire, and deliver to the non-breaching Party (hereinafter “Obligee” or “Creditor”) one (1) single Alcoholic Beverage, to be procured and tendered on the immediately following Friday, or within such reasonable time thereafter as the Creditor shall unilaterally determine in their sole discretion.
2. Should material breach occur in multiple and separate Weeks, the Obligor shall accumulate and become severally liable for one (1) Alcoholic Beverage per breached Week, with such liabilities to compound and aggregate without offset or mitigation.
3. All Alcoholic Beverages constituting satisfaction of liability must be purchased, acquired, transferred, and consumed on or during the Friday immediately following the subject breach, or alternatively within a period not to exceed seven (7) calendar days thereafter, at the sole election and determination of the Creditor.
4. In the event that material breaches accumulate across multiple Weeks, the Obligor may, at its sole discretion and without requirement of Creditor consent, satisfy all accumulated obligations in a single transaction or occasion by acquiring and tendering the full requisite number of Alcoholic Beverages.
5. The Creditor shall retain absolute, unfettered, and sole discretionary authority to elect both the commercial establishment from which the Alcoholic Beverage shall be procured and the specific nature, type, brand, and variety of the Alcoholic Beverage, provided that the unitary cost shall not exceed the maximum threshold of £8.00 GBP per Beverage unit, as set forth in the Definitions section hereof.

## EXCEPTIONAL CIRCUMSTANCES

### Recognized Exemptions, Exceptions, and Force Excluding Circumstances

Notwithstanding the general obligation to Complete two (2) past papers per Week, a Party may be excused, relieved, and absolved from such requirement upon the documented occurrence and substantiation of one or more of the following enumerated circumstances:

1. **Serious Illness and Medical Incapacity:** Medically diagnosed, clinically substantiated, and professionally documented serious illness, injury, or medical condition rendering the afflicted Party temporarily incapable of engaging in meaningful academic study and preparation, with supporting corroborating documentation including but not limited to physician’s certification, prescription evidence, or hospital discharge summaries.
2. **Scheduled Examination Conflicts:** Officially scheduled and duly administered formal examinations, assessments, or evaluative proceedings occurring during the subject Week, materially reducing the reasonable and available study capacity of the affected Party.

3. **Immediate Family Emergency:** Documented occurrence of death of an immediate family member, acute hospitalization or critical illness of an immediate family member, or other demonstrable emergency requiring immediate and urgent family attention and presence.
4. **Critical Technology and Equipment Failure:** Documented and registered failure of essential technology infrastructure or equipment (including but not limited to computing devices, printing equipment, or internet connectivity) preventing or substantially impeding the submission and documentation of completed work, provided that repair or replacement was initiated without unreasonable delay.
5. **Mutual Written Consent and Waiver:** Both Parties may, by mutual, express, and completely voluntary written agreement, waive the completion requirement for a single specified Week, provided that such waiver is documented in writing via email, text message signed by both parties, or in-person execution of written agreement, with such documentation retained by the Creditor indefinitely.

## **Procedural Requirements and Substantiation for Claimed Exemptions**

- a. The Party claiming exemption must provide prompt, contemporaneous, and written notification to the other Party within a period not to exceed forty-eight (48) hours of the occurrence of the exemption event, failing which the exemption claim shall be waived and forfeited.
- b. Detailed, corroborating, and legally sufficient supporting documentation must be provided to the non-claiming Party within one (1) calendar week of the exemption event, such documentation to be in the form specified in Definitions and substantiation requirements hereof.
- c. The non-claiming Party may, in its sole discretion, challenge, dispute, or contest any exemption claim on the grounds of insufficiency of documentation, implausibility of the stated circumstances, or failure to comply with procedural requirements; all such disputes shall be resolved accordance with the Dispute Resolution procedures set forth in Section 8.

## **DISPUTE RESOLUTION**

### **Informal Resolution and Good Faith Negotiation**

Should any dispute, disagreement, or controversy arise between the Parties regarding, without limitation:

1. Whether subject past papers were properly, thoroughly, and completely Completed in accordance with the standards set forth herein

2. Whether proffered evidentiary documentation is sufficient, credible, and legally probative
3. Whether a claimed exemption satisfies the substantive and procedural requirements hereof
4. Any other matter relating to the interpretation, application, or enforcement of this Agreement

The Parties shall, as a condition precedent to formal mediation, first undertake good faith discussion, negotiation, and attempts at amicable resolution within a period not to exceed forty-eight (48) hours of the dispute having arisen or come to the attention of the non-initiating Party.

## **Formal Mediation and Third-Party Determination**

If and only if the aforementioned good faith discussion and negotiation fails to produce a mutually acceptable resolution within the prescribed forty-eight (48) hour period, the Parties shall forthwith refer the entirety of the dispute to a mutually agreed neutral third party mediator having no stake or interest in the outcome (suggested, without limitation: a mutually trusted friend, school teacher, academic advisor, or other respected figure of authority), who shall, in their role as binding arbitrator and mediator, conduct a fair and impartial hearing and render a final, binding, and legally conclusive determination within a period not to exceed seven (7) calendar days.

## **Binding Nature of Determination**

The determination of the mediator shall be final and binding on both Parties. Non-compliance with the mediator's determination constitutes a material breach of this contract.

## **MODIFICATION AND TERMINATION**

### **Modification and Amendment Provisions**

This Agreement may be amended, modified, or supplemented only by mutual, express, and voluntary written agreement of both Parties, formally documented and memorialized via email correspondence, signed written instrument, or witnessed in-person execution, with any purported modification absent such formal written documentation being void, null, of no force or effect, and legally unenforceable.

### **Termination and Discharge of Obligations**

Should either Party's A-Level examinations be cancelled, postponed, or rescheduled by the examination boards or educational authorities, this Agreement shall, ipso facto and without further action, terminate and be discharged on the date upon which the final, officially

announced A-Level examination is scheduled to occur, or in the event of complete cancellation, upon the date of such official cancellation notification. Absent such occurrence, neither Party may unilaterally terminate, rescind, or otherwise discharge this Agreement without the express, written, and affirmative consent of the other Party, and any attempted unilateral termination shall be void and constitute a material breach.

## **GENERAL PROVISIONS**

### **Governing Law and Jurisdiction**

This Agreement shall be governed by, interpreted in accordance with, and enforced under the substantive and procedural laws of the United Kingdom, without regard to conflict of law principles or provisions. The Parties hereby submit to the exclusive personal jurisdiction of the courts and tribunals of the United Kingdom for resolution of all disputes arising hereunder, and further agree to be bound by the principles of mutual good sportsmanship and friendly conduct consistent with the spirit of the underlying academic relationship.

### **Severability**

Should any provision be deemed unenforceable, the remaining provisions shall remain in full force and effect.

### **Entire Agreement**

This document constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations and understandings.

### **Good Faith**

Both Parties agree to perform all obligations hereunder in good faith and fair dealing.

### **Force Majeure and Acts of God**

Notwithstanding any other provision contained herein, neither Party shall be deemed in material breach or default of this Agreement, nor shall any Party incur any liability whatsoever, for failure to perform or delay in performing any obligations hereunder, to the extent that such failure or delay is caused by, arises out of, or results from acts beyond the reasonable control of the obligated Party, including but not limited to: acts of God (including natural disasters, epidemiological events, pandemics, severe weather conditions, seismic activity), acts of war, terrorism, insurrection, governmental action, civil unrest, labor strikes, or disruption of essential services and utilities. The affected Party seeking relief under this Force Majeure clause shall provide written notice to the other Party within forty-eight (48) hours of the occurrence of such event, including detailed documentation of the force majeure event and its impact upon the Party's capacity to perform obligations hereunder. The deadline for performance of affected obligations shall be suspended during the continuance of the

force majeure event and shall recommence upon the date the force majeure event ceases to operate.

## **Integration and Entire Agreement**

The Parties hereby acknowledge and agree that this written instrument constitutes the sole, complete, and binding integration of all prior agreements, negotiations, understandings, and statements of fact or representations, whether written or oral, between the Parties concerning the subject matter hereof. No provision of this Agreement may be amended, supplemented, modified, waived, or superseded except by a subsequent written instrument that is separately signed by both Parties. Any purported modification, amendment, waiver, or supplement to the terms and conditions herein that is conveyed verbally, telephonically, electronically via text message, or through any medium other than a formally executed written document shall have no force, effect, or legal consequence, and the Parties hereby expressly repudiate and disclaim any and all liability arising from reliance upon such verbal communications. This “Merger Clause” shall survive the execution and performance of this Agreement indefinitely.

## **Indemnification and Hold Harmless Agreement**

The Parties mutually and reciprocally agree to indemnify, defend, hold harmless, and release each other—and their respective representatives, agents, successors, and assigns—from and against all claims, counterclaims, damages, losses, liabilities, costs, and expenses (including but not limited to reasonable attorney’s fees, court costs, expert witness fees, and all incidental and consequential damages) arising out of, connected with, or resulting from any psychological distress, emotional harm, mental anguish, frustration, disappointment, or subjective distress caused by or attributable to the content, difficulty level, ambiguity, phrasing, or substantive nature of particular examination questions contained within the past papers completed pursuant to this Agreement. The Parties further agree that exposure to mathematically rigorous, conceptually challenging, or otherwise intellectually demanding content within such past papers is an inherent and foreseeable component of the obligations undertaken hereunder, and that neither Party shall assert any claim for compensatory or consequential damages on account of intellectual or psychological strain occasioned by the examination materials themselves. This indemnification clause extends to all damages, whether direct or indirect, and shall apply notwithstanding any claim of breach, negligence, or other tort committed by either Party.

## **SIGNATURES AND ACKNOWLEDGMENT**

By executing below, each undersigned Party and signatory hereby certifies, acknowledges, affirms, and represents that:

1. They have thoroughly read, carefully reviewed, and completely understand the entire text, substance, and legal implications of this Agreement in its entirety

2. They unconditionally and voluntarily agree to be bound by all terms, conditions, provisions, covenants, and obligations enumerated herein
3. They enter into this Agreement of their own free will, without duress, coercion, fraud, misrepresentation, or undue influence of any kind
4. They fully comprehend and acknowledge that material breach shall result in the specified consequences, penalties, and required performance as detailed above
5. They irrevocably commit themselves to good faith performance, compliance, cooperation in dispute resolution, and adherence to all procedural requirements set forth herein
6. They acknowledge that this instrument constitutes a legally binding contract enforceable in law and equity, and that breach may result in remedies beyond those explicitly enumerated

**PARTY A:** \_\_\_\_\_

Oliver Form

Date: \_\_\_\_\_

**PARTY B:** \_\_\_\_\_

Leo Williams

Date: \_\_\_\_\_

**WITNESS (OPTIONAL):** \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_