

STANDARD CONDITIONS

BACKGROUND:

These Terms and Conditions are for the provision of services by <<insert name of Service Provider>> [...]

the provision of services by <<insert name of Service Provider>> [...]

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions shall have the following meanings:

In these Terms and Conditions the following expressions shall have the following meanings:

“Business Day”

any day other than a Saturday, Sunday or bank holiday;

“Calendar Day”

any day of the year;

“Contract”

the contract for the provision of Services, as set out in clause 3;

“Deposit”

any payment made to Us under sub-clause 3.2;

“Month”

any month;

“Price”

the price payable for the Services;

“Services”

the Services which are to be provided by Us to you in accordance with your Order (and confirmed in Our Order Confirmation);

“Special Price”

any special price payable for Services which are provided on a time to time basis;

“Order”

your order for the Services [as attached] OR any order for the Services;

“Order Confirmation”

the Order Confirmation and confirmation of your Order as set out in clause 3;

“We/Us/Our”

the service provider <<insert name of service provider>> [...]

1.2 Each reference in these Terms and Conditions to an expression includes any reference to that expression in any message, by fax or other means.

References to “writing” and any similar expressions whether sent by e-mail, text message or otherwise shall be deemed to be in writing.

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2. Information About Us

- 2.1 <<insert name of S...>> trading as <<insert trading name if different from com...>> <<insert business type, e.g. Sole Trader, Partnership...>> [registered in England under num...>>] [,whose registered address is <<insert...>>] whose main trading address is <<insert address>>]
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert regulator(s)>>.]
- 2.4 [We are a member of <<insert association(s) etc.>>.]
- 2.5 [<<Insert further info...>>]

3. The Contract

- 3.1 These Terms and C... and will form the ba... when Us and you. Before submitting an Order, please e... read these Terms and Conditions carefully. If you ar... of these Terms and Conditions, please ask Us for cl...
- 3.2 Nothing provided b... limited to, sales and marketing literature, price list... s constitutes a contractual offer capable of accepta... tutes a contractual offer that We may, at our discretio...
- 3.3 A legally binding c... and you will be created upon our acceptance of you... Our Order Confirmation. Order Confirmations will b...
- 3.4 We shall ensure th... ion is given or made available to you prior to the form... between Us and you, save for where such information is... e context of the transaction:
 - 3.4.1 The main ch... ces;
 - 3.4.2 Our identity... 2) and contact details (as set out below in Cla...
 - 3.4.3 The total Pr... ding taxes or, if the nature of the Services is... not be calculated in advance, the manner in w...
 - 3.4.4 The arrange... ormance and the time by which (or within which... m the Services;
 - 3.4.5 Our complai...
 - 3.4.6 Where app... -sales services and commercial guarantees;
 - 3.4.7 The duratio... applicable, or if the Contract is of indeterminat... be extended automatically, the conditions fo... ct;

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3.4.8 [Where appropriate, including appropriate technical protection measures;]

including appropriate technical protection measures;]

3.4.9 [Where appropriate, compatibility of digital content with hardware and software expected to be used;]

compatibility of digital content with hardware and software expected to be used;]

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4. Orders

4.1 All Orders for Services shall be subject to these Terms and Conditions.

shall be subject to these Terms and Conditions.

4.2 You may change your Order for Services by contacting Us before We begin providing the Services, provided that such change Orders do not need to be made in writing.]

before We begin providing the Services, provided that such change Orders do not need to be made in writing.]

4.3 If your Order is changed, you shall be notified of any change to the Price in writing.

you shall be notified of any change to the Price in writing.

4.4 You may cancel your Order within a specified time period>> of placing it. If you have already made payment, the payment shall be limited to the Department of Consumer Affairs, and in any event within 14 Calendar Days of Cancellation. [If you request that your Order be cancelled, we shall refund the payment(s) for the Services, please contact Us for more information.]

time period>> of placing it. If you have already made payment, the payment shall be limited to the Department of Consumer Affairs, and in any event within 14 Calendar Days of Cancellation. [If you request that your Order be cancelled, we shall refund the payment(s) for the Services, please contact Us for more information.]

4.5 We may cancel your Order for Services due to the unavailability of Services or the occurrence of an event beyond our reasonable control. If such cancellation is necessary, we shall refund the payment(s) to you as soon as is reasonably possible. If you have already made payment, the payment(s) will be refunded as soon as is possible, but not limited to the Department of Consumer Affairs, and in any event within 14 Calendar Days of Us informing you of the cancellation.

before We begin providing the Services or the unavailability of Services or the occurrence of an event beyond our reasonable control. If such cancellation is necessary, we shall refund the payment(s) to you as soon as is reasonably possible. If you have already made payment, the payment(s) will be refunded as soon as is possible, but not limited to the Department of Consumer Affairs, and in any event within 14 Calendar Days of Us informing you of the cancellation.

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5. Price and Payment

5.1 The Price of the Services shall be as shown in Our <<insert document, e.g. price list>> in place of the Price shown in your Order, unless you have agreed to a different Price upon receipt of your Order.

shown in Our <<insert document, e.g. price list>> in place of the Price shown in your Order, unless you have agreed to a different Price upon receipt of your Order.

5.2 If We quote a Special Price to you, the Special Price will be valid for <<insert period>> or, if the Special Price is an advertised special offer, for the period shown in the advertisement. If you do not accept the Order until after the period has expired, you shall be bound by the Price shown in Our current price list.

to the Price shown in Our current price list. If the Price shown in your Order is a Special Price, the Special Price will be valid for <<insert period>> or, if the Special Price is an advertised special offer, for the period shown in the advertisement. If you do not accept the Order until after the period has expired, you shall be bound by the Price shown in Our current price list.

5.3 Our Prices may change from time to time, but such changes will not affect Orders that We have already received payment in full for.

such changes will not affect Orders that We have already received payment in full for.

5.4 All Prices include VAT. We shall adjust the rate of VAT that you must pay. Changes in the rate of VAT shall apply to any Prices where We have already received payment in full for.

changes between the date of your Order and the date of payment shall adjust the rate of VAT that you must pay. Changes in the rate of VAT shall apply to any Prices where We have already received payment in full for.

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5.5 Before We begin providing the Services, you will be required to pay a Deposit of <<insert percentage>> of the Price for the Services. The due date for payment of your Deposit will be specified in the Order Confirmation.

You will be required to pay a Deposit of <<insert percentage>> of the Price for the Services. The due date for payment of your Deposit will be specified in the Order Confirmation.

5.6 In certain circumstances, your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Services (if applicable, e.g. price list>>), and the amount of work (if applicable) performed by Us. Please refer to sub-Clauses 4.4 and 4.5 for more information. Clause 10 if the Services have not yet begun.

If the Services are cancelled, your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Services (if applicable, e.g. price list>>), and the amount of work (if applicable) performed by Us. Please refer to sub-Clauses 4.4 and 4.5 for more information. Clause 10 if the Services have not yet begun.

5.7 The balance of the Price for the Services] OR [on a <<insert frequency>> basis] [in advance] OR [in arrears] during the term of the Services.

The balance of the Price for the Services] OR [on a <<insert frequency>> basis] [in advance] OR [in arrears] during the term of the Services.

5.8 We accept the following methods of payment:

We accept the following methods of payment:

- 5.8.1 <<insert type of payment>>
- 5.8.2 <<insert type of payment>>
- 5.8.3 <<insert type of payment>>
- 5.8.4 <<insert type of payment>>
- 5.8.5 <<add more methods of payment>>

- <<insert type of payment>>
- <<insert type of payment>>
- <<insert type of payment>>
- <<insert type of payment>>
- <<add more methods of payment>>

5.9 [Credit and/or debit cards are accepted. An <<insert point at which a card will be charged>>.]

[Credit and/or debit cards are accepted. An <<insert point at which a card will be charged>>.]

5.10 If you do not make payments in accordance with this document e.g. invoice, we may charge you interest on the overdue amount at a rate of <<insert percentage between 2 and 4>>% per annum at the time to time. Interest will accrue until the amount is paid in full or after judgment. The sum of the overdue amount and interest will be due when paying an overdue amount.

If you do not make payments in accordance with this document e.g. invoice, we may charge you interest on the overdue amount at a rate of <<insert percentage between 2 and 4>>% per annum at the time to time. Interest will accrue until the amount is paid in full or after judgment. The sum of the overdue amount and interest will be due when paying an overdue amount.

5.11 The provisions of this Clause do not apply if you have promptly contacted Us to dispute such a dispute is ongoing.

The provisions of this Clause do not apply if you have promptly contacted Us to dispute such a dispute is ongoing.

6. Providing the Services

6.1 As required by law, we will provide the Services with reasonable skill and care, consistent with the standards in the <<insert market/sector/industry>> in accordance with any applicable regulations and standards in the <<insert market/sector/industry>> OR [industry], and in accordance with any applicable regulations and standards in the <<insert market/sector/industry>> OR [industry], and in accordance with any applicable regulations and standards in the <<insert market/sector/industry>> OR [industry].

As required by law, we will provide the Services with reasonable skill and care, consistent with the standards in the <<insert market/sector/industry>> in accordance with any applicable regulations and standards in the <<insert market/sector/industry>> OR [industry], and in accordance with any applicable regulations and standards in the <<insert market/sector/industry>> OR [industry].

6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.

We will begin providing the Services on the date confirmed in Our Order Confirmation.

6.3 We will continue providing the Services for [a period] OR [an approximate period] of <<insert period>>.

We will continue providing the Services for [a period] OR [an approximate period] of <<insert period>>.

6.4 We will make every effort to complete the Services on time (and in accordance with your requirements) however, we will not be held responsible for any delays if an event of force majeure occurs. Please see Clause 9 for more information.

We will make every effort to complete the Services on time (and in accordance with your requirements) however, we will not be held responsible for any delays if an event of force majeure occurs. Please see Clause 9 for more information.

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6.5 If We require any Services, We will [Examples of what v

from you in order to provide the soon as is reasonably possible. <<insert examples>>.]

6.6 If the information o incomplete or other caused as a result compensate for a incorrect information additional sum for th

under sub-Clause 6.5 is delayed, not be responsible for any delay s required from Us to correct or result of incomplete or otherwise We may charge you a reasonable

6.7 In certain circumsta Us information or suspend the Service

ere there is a delay in you sending under sub-Clause 6.5, We may that suspension in writing).

6.8 In certain circumsta problem, We may r Unless the issue is inform you in advan

here We encounter a technical vices in order to resolve the issue. uires immediate attention We will ending the Services.

6.9 If the Services are required to pay for t pay any invoices th

clauses 6.7 or 6.8, you will not be suspension. You must, however, ved from Us by their due date(s).

6.10 If you do not pay suspend the Service happens, We will i charge you interest

required by Clause 5, We may all outstanding sums due. If this This does not affect Our right to

7. **Problems with the Service**

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7.1 We always use rea is trouble-free. If, h that you inform Us contact Us in writing

that Our provision of the Services em with the Services We request bly possible [(you do not need to

7.2 We will use reaso quickly as is reaso such as those wh affected, We will us

y problems with the Services as ctical. [In emergency situations, living in your property may be remedy problems within 24 hours.]

7.3 We will not charge y problems have bee contractors or when been caused by in taken by you, sub-C work.

ms under this Clause 7 where the our agents or employees or sub- We determine that a problem has nformation or action provided or We may charge you for remedial

7.4 As a consumer, yo services. For full de it is recommended Trading Standards skill and care, you not possible or don you have the right t line with informatio right to request rep reasonable time w

ts with respect to the purchase of and guidance on exercising them, local Citizens Advice Bureau or form the Services with reasonable t repeat performance or, if that is me without inconvenience to you, the Services are not performed d about them, you also have the at is not possible or done within a you (or if Our breach concerns

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information about Us, you have the right to repeat the Services you for the same performance. In case up to the full Price a result in a full or part delay (and in any event) We agree that you a method originally used in addition to your legal remedies if We use

the performance of the Services), for any reason We are required to our legal rights, We will not charge you and all costs of such repeat performance applies, this may be any sum already made payment(s) to Us, may funds will be issued without undue delay starting on the date on which () and made via the same payment method or request an alternative method. In addition to the Services, You also have the right to request a refund if the Services are not as described or incorrectly described.

8. Our Liability

8.1 We will be responsible as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors) if loss or damage is foreseeable as a result of Our negligence or if it is not reasonably foreseeable. We will not be liable for any loss or damage that is not reasonably foreseeable.

loss or damage that you may suffer as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is the consequence of the breach or negligence of you and Us when the Contract is in force. We will not be liable for any loss or damage that is not reasonably foreseeable.

8.2 We provide Service warranty or representation for use for industrial purposes only. You agree that you are not liable to us for any loss of business or profit for any loss of business or profit.

for use (or purposes). We make no representation that the Services are fit for commercial, business or industrial purposes (including resale). By making your Order, you agree that you are not liable to us for any loss of business, interruption to business or profit.

8.3 [If We are providing services to you and We cause any damage, We will make good the damage at no additional cost to you. We are not responsible for any damage in or to your property that we may discover while performing Our obligations.]

and We cause any damage, We will make good the damage at no additional cost to you. We are not responsible for any damage in or to your property that we may discover while performing Our obligations.]

8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury, fraud or fraudulent misrepresentation, or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury, fraud or fraudulent misrepresentation, or for fraud or fraudulent misrepresentation.

8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform Our obligations with reasonable care and skill or in breach of Our obligations about the Services or about Us.

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform Our obligations with reasonable care and skill or in breach of Our obligations about the Services or about Us.

8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control

9.1 We will not be liable for any delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes are not limited to: power failure, internet service provider outages, third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence (threatened or actual), acts of war

delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes are not limited to: power failure, internet service provider outages, third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence (threatened or actual), acts of war

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(declared, undeclared or other natural disasters beyond Our reasonable control.

preparations for war), epidemic or pandemic or other natural disaster that is beyond Our reasonable control.

9.2 If any event described in Clause 9.1 affects or is likely to adversely affect Our performance under these Conditions:

occurs that is likely to adversely affect Our performance under these Terms and Conditions:

9.2.1 We will inform you as soon as is reasonably possible;

as soon as is reasonably possible;

9.2.2 Our obligations under these Conditions will be suspended and the period of performance under these Conditions will be extended accordingly;

and the period of performance under these Terms and Conditions will be suspended and the period of performance under these Terms and Conditions will be extended accordingly;

9.2.3 We will inform you as soon as is reasonably possible and provide details of the event as necessary;

if the event described in Clause 9.1 is outside of Our control and the period of performance or availability of Services as a result of that event is likely to be affected;

9.2.4 If an event described in Clause 9.1 occurs and you wish to cancel the Contract, you will be entitled to a refund due to you as a result of that cancellation as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

occurs and you wish to cancel the Contract, you will be entitled to a refund due to you as a result of that cancellation as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

9.2.5 If the event described in Clause 9.1 continues for more than <<insert period>> we will be entitled to cancel the Contract in accordance with Our right to cancel the Contract in Clause 10.6.3 and inform you of the cancellation as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice.

continues for more than <<insert period>> we will be entitled to cancel the Contract in accordance with Our right to cancel the Contract in Clause 10.6.3 and inform you of the cancellation as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice.

10. Cancellation

10.1 If you wish to cancel the Contract before the Services begin, you may do so under Clause 5.1.1.

services before the Services begin,

10.2 Once We have begun to provide the Services and the Contract, you are free to cancel the Contract by giving Us <<insert period>> written notice. If you have made any payments for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5.1.1.

ices, you are free to cancel the Contract by giving Us <<insert period>> written notice for any Services We have not yet provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5.1.1.

10.3 If any of the following events occurs, you may cancel the Contract immediately by giving Us <<insert period>> written notice for any Services We have not yet provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5.1.1. If you cancel the Contract under Clause 10.3.1, you will not be required to give <<insert period>> written notice in these circumstances.

cancel the Services and the Contract immediately by giving Us <<insert period>> written notice if you have made any payment to Us for any Services We have not yet provided to you. These sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5.1.1. If you cancel the Contract under Clause 10.3.1, you will not be required to give <<insert period>> written notice in these circumstances.

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10.3.1 We have breached the Contract in any material way and have failed to provide any remedy that you have requested in writing; or

in any material way and have failed to provide any remedy that you have requested in writing; or

10.3.2 We enter into insolvency proceedings, or an administrator or receiver is appointed over Our assets;

an administrator or receiver is appointed over Our assets;

10.3.3 We are unable to pay our debts due to an event outside of Our control (as understood in sub-Clause 9.2.5); or

Our debts due to an event outside of Our control (as understood in sub-Clause 9.2.5); or

10.3.4 We change our terms of business to your material disadvantage.

Our terms of business to your material disadvantage.

10.4 We may cancel your Order under sub-Clause 4.5.

We may cancel your Order under sub-Clause 4.5.

10.5 Once We have been notified in writing and the Contract at the time of cancellation you have made any payment to Us, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided any Services that you have not yet paid for, the sums due will be deducted from any refund due. If no refund is due, We will invoice you for those sums in accordance with Clause 5.

Once We have been notified in writing and the Contract at the time of cancellation you have made any payment to Us, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided any Services that you have not yet paid for, the sums due will be deducted from any refund due. If no refund is due, We will invoice you for those sums in accordance with Clause 5.

10.6 If any of the following events occurs, We will immediately by giving you written notice cancel the Services and the Contract for any Services We have provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If you have paid for, the sums due will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give you any Services:

If any of the following events occurs, We will immediately by giving you written notice cancel the Services and the Contract for any Services We have provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If you have paid for, the sums due will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give you any Services:

10.6.1 You fail to make any payment to Us as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5.10);

You fail to make any payment to Us as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5.10);

10.6.2 You have breached the Contract in any material way and have failed to provide any remedy that you have requested in writing; or

You have breached the Contract in any material way and have failed to provide any remedy that you have requested in writing; or

10.6.3 We are unable to pay our debts due to an event outside of Our control (for a definition see sub-Clause 9.2.5).

We are unable to pay our debts due to an event outside of Our control (for a definition see sub-Clause 9.2.5).

10.7 For the purposes of sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract is not considered 'material' if it is not minimal or trivial in its consequences to the contracting party (i.e. you under sub-Clause 6.2). In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event outside of Our control.

For the purposes of sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract is not considered 'material' if it is not minimal or trivial in its consequences to the contracting party (i.e. you under sub-Clause 6.2). In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event outside of Our control.

11. **Communication and Contact**

11.1 If you wish to contact Us, please do so by telephone at <<insert number>> or by email at <<insert email address>>

If you wish to contact Us, please do so by telephone at <<insert number>> or by email at <<insert email address>>

11.2 In certain circumstances, We may contact you in writing (when cancelling an Order, for example).

In certain circumstances, We may contact you in writing (when cancelling an Order, for example).

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contacting Us in writing

following methods:

11.2.1 Contact Us by

email address>>; or

11.2.2 Contact Us by
address>>.

insert company name>>, <<insert

12. **Complaints and Feedback**

12.1 We always welcome
all reasonable endeavours
Ours is a positive one
cause for complaint

customers and, whilst We always use
your experience as a customer of
to hear from you if you have any

12.2 All complaints are handled
and procedure, available

with Our complaints handling policy
on(s)>>.

12.3 If you wish to complain
but not limited to, the
please contact Us in

of your dealings with Us, including,
ons, the Contract, or the Services,
s:

12.3.1 [In writing,
department>

your name and/or position and/or

12.3.2 [By email,
department>

your name and/or position and/or
s>>];

12.3.3 [Using Our
form;]

following the instructions included with the

12.3.4 [By contacting
choosing option

<<insert telephone number>> [and
when prompted.]]

13. **How We Use Your Personal Information (Data Protection)**

We will only use your personal
e.g. Privacy Notice>> available

set out in Our <<insert document name,
on(s)>>.

14. **Other Important Terms**

14.1 We may transfer (assign
Conditions (and unless
happen, for example
informed by Us in writing
not be affected and
transferred to the third

rights under these Terms and
applicable) to a third party (this may
business). If this occurs you will be
for these Terms and Conditions will
these Terms and Conditions will be
bound by them.

14.2 You may not transfer
and Conditions (and
written permission.

rights and rights under these Terms
s applicable) without Our express

14.3 The Contract is between
person or third party
enforce any provisions

not intended to benefit any other
person or party will be entitled to
conditions.

14.4 If any of the provisions
unlawful, invalid or
that / those provisions

and Conditions are found to be
by any court or other authority,
removed from the remainder of these

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Terms and Conditions shall be valid and enforceable

These Terms and Conditions shall be

- 14.5 No failure or delay in exercising that right, and no waiver by Us of any right or remedy under these Terms and Conditions means that We will not be deemed to have waived any subsequent right or remedy under these Terms and Conditions.

of Our rights under these Terms and Conditions means that We will not be deemed to have waived any other provision.

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15. **[Alternative Dispute Resolution]**

- 15.1 Alternative dispute resolution refers to ways of resolving disputes between a consumer and Us (whether or not we are a business) other than going to court.
- 15.2 Our ADR provider is <<insert name of ADR provider>>. If you are unhappy with how we have handled your complaint, you may wish to contact <<insert name of ADR provider>> via their website at <<insert website address>>.
- 15.3 Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.
- 15.4 <<insert name of ADR provider>> will not charge you for making a complaint, and you may still be able to get a refund if you are not satisfied with the outcome of the ADR process.

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R provider>>. If you are unhappy with how we have handled your complaint, you may wish to contact <<insert name of ADR provider>> via their website at <<insert website address>>.

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harge you for making a complaint, and you may still be able to get a refund if you are not satisfied with the outcome of the ADR process.

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16. **Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions and the relationship between you and Us (whether or not we are a business) shall be governed by, and construed in accordance with, the law of England & Wales][Northern Ireland][Scotland].
- 16.2 As a consumer, you may not be able to opt out of the mandatory provisions of the law in your country of residence. Clause 16.1 above takes away or reduces your rights if you do so.
- 16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not we are a business) shall be subject to the jurisdiction of the courts of England and Wales][Northern Ireland], as determined by your residency.

and the relationship between you and Us (whether or not we are a business) shall be governed by, and construed in accordance with, the law of England & Wales][Northern Ireland][Scotland].

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