

STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by <<insert name of Service Provider>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Deposit”	means an advance payment made to Us under sub-Clause 5.5;
“Intellectual Property Rights”	means copyright (and related rights), designs, patents, trade marks, and all other intellectual property rights that may exist in anything that We may create or produce as part of the Services. This includes all such rights, whether they are registered or unregistered, and the rights to apply for renewals or extensions of those rights (where relevant);
“Month”	means a calendar month;
“Price”	means the price payable for the Services;
“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Special Price”	means a special offer price payable for Services which We may offer from time to time;
“Order”	means your order for the Services [as attached] OR [as shown overleaf];
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;

“We/Us/Our” means <<insert name of service provider>> [, trading as <<insert trading name if different from company name>>,) a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.

2. Information About Us

- 2.1 <<insert name of Service Provider>> [, trading as <<insert trading name if different from company name>>,) is a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [We are a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Services;
- 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 12);

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- 3.4.3 The total Price of the Services is calculated in the manner in which any applicable taxes or, if the nature of the Services is such that they cannot be calculated in advance, the amount of any applicable taxes;
- 3.4.4 The arrangements for the performance and the time by which (or within which) the Services will be provided;
- 3.4.5 Our complaint handling procedures;
- 3.4.6 Where applicable, the terms of any after-sales services and commercial guarantees;
- 3.4.7 The duration of the Services, whether determinate or indeterminate, and the conditions for termination or extension, if applicable, or if the Contract is of indefinite duration, whether to be extended automatically, the conditions for such extension;
- 3.4.8 [Where applicable, the terms of any technical protection measures, including appropriate technical protection measures;]
- 3.4.9 [Where applicable, the compatibility of digital content with hardware and software that you are aware of or might reasonably be expected to use.]

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4. Orders

- 4.1 All Orders for Services 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, but any such change Orders do not need to be made in writing.
- 4.3 If your Order is changed in writing, you shall be notified of any change to the Price in writing.
- 4.4 You may cancel your Order at any time before the end of the <<insert time period>> of placing it. If you have already made a payment, the amount paid shall be refunded to you as soon as possible, and in any event within 14 Calendar Days of Cancellation. [If you request that your Order be cancelled in writing.] If you wish to cancel the Services before or once We have begun providing the Services, please contact Us.
- 4.5 We may cancel your Order for Services due to the unavailability of personnel or materials, or due to the occurrence of circumstances beyond our reasonable control. If such cancellation is necessary, we shall notify you as soon as is reasonably possible. If you have made a payment to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. [If you request that your Order be cancelled in writing.]

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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 notify Us in writing before you receive your Order. If the Price shown in your Order differs from Our current Price, we shall refund the difference to you upon receipt of your Order.

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5.2 If We quote a Special Price to the Price shown in Our current 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. Orders placed during this period will be valid until the end of the period. We do not accept the Order until after the period has expired.

5.3 Our Prices may change. Price changes will not affect Orders that We have already accepted.

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

5.5 Before We begin providing 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 shown in the Order Confirmation.

5.6 In certain circumstances, if an Order is cancelled, your Deposit will be refunded in full or in part. The amount will be calculated based upon the Price for the Services (if applicable, e.g. price list>>), and the amount of work (if applicable) completed by Us. Please refer to sub-clauses 4.4 and 4.5 for more information. Clause 11 if the Services have not yet begun.

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

5.8 We accept the following payment methods:

- 5.8.1 <<insert type of payment method>>
- 5.8.2 <<insert type of payment method>>
- 5.8.3 <<insert type of payment method>>
- 5.8.4 <<insert type of payment method>>
- 5.8.5 <<add more payment methods if applicable>>.

5.9 [Credit and/or debit card payments will be charged at the <<insert point at which a card will be charged>>.]

5.10 If you do not make payment by the due date [as shown in/on <<insert document e.g. invoice or order confirmation etc.>>] We may charge you interest on the overdue sum of <<insert percentage between 2 and 4>>% per annum at the rate of <<insert bank name>> from the due date of <<insert bank name>> from the due date on a daily basis from the due date for the overdue sum, whether before or after judgment. Interest will be charged on the overdue sum.

5.11 The provisions of clause 5.10 do not apply if you have promptly contacted Us to dispute the sum. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

6.1 As required by law, We will provide the Services with reasonable skill and

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care, consistent with industry standards in the <<insert market/sector/industry name>> [sector] OR [industry] and in accordance with any applicable laws and regulations. We will inform you about the Services and about Us.

6.2 We will begin providing the Services on the date specified in your Order (and confirmed in Our Order).

6.3 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 Order). However, we will not be held responsible for any delays if an event occurs outside of Our control.

6.5 If We require any information from you in order to provide the Services, We will request such information as soon as is reasonably possible. [Examples of what we may request are: <<insert examples>>.]

6.6 If the information or materials provided under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or additional work required from Us to correct or compensate for a delay or error. We may charge you a reasonable sum for the cost of such correction.

6.7 In certain circumstances, if you do not provide Us information or materials as required under sub-Clause 6.5, We may suspend the Services (and inform you of that suspension in writing).

6.8 In certain circumstances, where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is resolved immediately, We will suspend the Services. We will inform you in advance.

6.9 If the Services are suspended under clauses 6.7 or 6.8, you will not be required to pay for the Services during that suspension. You must, however, continue to pay any invoices that have been received from Us by their due date(s).

6.10 If you do not pay any outstanding sums due, We may suspend the Services. If this happens, We will not be responsible for any delay or charge you interest on any sums due.

7. Problems with the Services

7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, you experience a problem with the Services We request that you inform Us as soon as possible and, where possible, contact Us in writing.

7.2 We will use reasonable efforts to resolve any problems with the Services as quickly as is reasonable and practical. [In emergency situations, such as those where a person living in your property may be affected, We will use every effort to remedy problems within 24 hours.]

7.3 We will not charge you for any problems that have been resolved by our agents or employees or subcontractors or where We determine that a problem has

and standards in the <<insert market/sector/industry name>> [sector] OR [industry] and in accordance with any applicable laws and regulations. We will inform you about the Services and about Us.

date specified in your Order (and confirmed in Our Order).

for [a period] OR [an approximate period] of <<insert period>>.

complete the Services on time (and in accordance with your Order). However, we will not be held responsible for any delays if an event occurs outside of Our control.

from you in order to provide the Services, We will request such information as soon as is reasonably possible. [Examples of what we may request are: <<insert examples>>.]

under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or additional work required from Us to correct or compensate for a delay or error. We may charge you a reasonable sum for the cost of such correction.

if there is a delay in you sending Us information or materials as required under sub-Clause 6.5, We may suspend the Services (and inform you of that suspension in writing).

where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is resolved immediately, We will suspend the Services. We will inform you in advance.

clauses 6.7 or 6.8, you will not be required to pay for the Services during that suspension. You must, however, continue to pay any invoices that have been received from Us by their due date(s).

required by Clause 5, We may suspend the Services. If this happens, We will not be responsible for any delay or charge you interest on any sums due.

7. Problems with the Services

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any problems with the Services as quickly as is reasonable and practical. [In emergency situations, such as those where a person living in your property may be affected, We will use every effort to remedy problems within 24 hours.]

sums under this Clause 7 where the problem has been resolved by our agents or employees or subcontractors or where We determine that a problem has

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been caused by information or action provided or taken by you, sub-Contractor. We may charge you for remedial work.

information or action provided or taken by you, sub-Contractor. We may charge you for remedial work.

7.4 As a consumer, you have the right to request repeat performance of the Services. For full details of your rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. You may also contact the Services with reasonable skill and care, you may request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to request repeat performance of the Services. If the Services are not performed in line with information provided about them, you also have the right to request repeat performance of the Services that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns the performance of the Services), you have the right to request repeat performance of the Services for any reason We are required to repeat the Services for your legal rights, We will not charge you for the same repeat performance. In cases where a refund applies, this may be any sum up to the full Price already made payment(s) to Us, may result in a full or partial refund. Funds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal remedies if We use

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7.5 As a consumer you have the right to request a repair or replacement of any work produced for you. If the work is digital content, these rights and guidance on exercising them are set out in your local Citizens Advice Bureau or Trading Standards Office. Any digital content that We supply to you must be of satisfactory quality, it must be fit for the purpose (where any purpose is expressly or by impliedly stated). Due to the nature of digital content, which does not consist of a physical item, a repair or replacement of digital content may not be possible, in which case you may be entitled to a full or partial refund. In cases where a refund applies and you have already made payment(s) to Us, we will issue a full or partial refund to you without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. If digital content provided by Us causes your device(s) as a result of Our failure to exercise the right to repair or replacement, you also have the legal right to request a repair or replacement, or financial compensation for the cost of repair or replacement, or financial compensation for the cost of repair or replacement, or financial compensation for the cost of repair or replacement.

7.5 As a consumer you have the right to request a repair or replacement of any work produced for you. If the work is digital content, these rights and guidance on exercising them are set out in your local Citizens Advice Bureau or Trading Standards Office. Any digital content that We supply to you must be of satisfactory quality, it must be fit for the purpose (where any purpose is expressly or by impliedly stated). Due to the nature of digital content, which does not consist of a physical item, a repair or replacement of digital content may not be possible, in which case you may be entitled to a full or partial refund. In cases where a refund applies and you have already made payment(s) to Us, we will issue a full or partial refund to you without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. If digital content provided by Us causes your device(s) as a result of Our failure to exercise the right to repair or replacement, you also have the legal right to request a repair or replacement, or financial compensation for the cost of repair or replacement, or financial compensation for the cost of repair or replacement, or financial compensation for the cost of repair or replacement.

8. Intellectual Property Rights

8.1 During the course of the Services, We may create or produce content which embody/embodies certain Intellectual Property Rights (including copyright, trademarks or patents).

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8.2 [We will retain ownership of any Intellectual Property Rights that may be created or produced by Us in connection with the Services.]

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and the duration of the Services.

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9. Our Liability

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

10. **Events Outside of Our Control**

10.1 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 but 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 (declared, undeclared or in preparation for war), epidemic or other natural disasters that is beyond Our reasonable control.

10.2 If any event described in 10.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

- 10.2.1 We will inform You as soon as reasonably possible;
- 10.2.2 Our obligations under these Terms and Conditions will be suspended and the time for performance of Our obligations will be extended accordingly;
- 10.2.3 We will inform You as soon as possible if an event outside of Our control is over and the time for performance of Our obligations or availability of Services as a result of that event has resumed;
- 10.2.4 If an event described in 10.1 occurs and you wish to cancel the Contract, you will be entitled to do so with your right to Cancel under sub-Clause 11.1.3;
- 10.2.5 If the event described in 10.1 continues for more than <<insert period>> we will be entitled to terminate the Contract in accordance with Our sub-Clause 11.6.3 and inform you of the right to cancel. If you do so, you will be paid a refund of any sums you have paid to us as a result of that cancellation as soon as reasonably possible, and in any event within 14 Calendar Days of the date of our cancellation notice.

11. **Cancellation**

11.1 If you wish to cancel the Contract before the Services begin, you may do so under sub-Clause 11.1.3.

11.2 Once We have begun to provide the Services, you are free to cancel the Contract by giving Us <<insert period>> written notice. If you have not yet paid 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. If We have provided Services that you have not yet paid for, the sums due will be debited from your account. If no refund is due, We will invoice you for the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with sub-Clause 11.6.3.

11.3 If any of the following events occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us

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11.3.1, you will not be required to
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any material way and have failed to
<<insert period>> of you asking Us to do so

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6.2). In deciding whether or not a
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accident, mishap, m...ng.

12. **Communication and Con**

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or by email at <<ins

12.2 In certain circumsta... Us in writing (when cancelling an
Order, for example...t to cancel the Services). When
contacting Us in writ...owing methods:

12.2.1 Contact Us b...l address>>; or

12.2.2 Contact Us...insert company name>>, <<insert
address>>.

13. **Complaints and Feedbac**

13.1 We always welcom...tomers and, whilst We always use
all reasonable ende...your experience as a customer of
Ours is a positive o...t to hear from you if you have any
cause for complaint

13.2 All complaints are h...ith Our complaints handling policy
and procedure, av...cation>> and <<insert location>>
respectively.

13.3 If you wish to com...of your dealings with Us, please
contact Us in one o

13.3.1 [In writing, ...name and/or position>>, <<insert
address>>];

13.3.2 [By email, a...me and/or position>> at <<insert
email adres

13.3.3 [Using Our o...g the instructions included with the
form;]

13.3.4 [By contacti...<insert telephone number>> [and
choosing op...when prompted.]]

14. **How We Use Your Person**

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14.1 All personal inform...will be collected, processed, and
held in accordance...EU Regulation 2016/679 General
Data Protection Reg...our rights under the GDPR.

14.2 For complete detail...cessing, storage, and retention of
personal data inclu...the purpose(s) for which personal
data is used, the le...using it, details of your rights and
how to exercise the...haring (where applicable), please
refer to Our Privacy...insert location>>.

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15. **Other Important Terms**

- 15.1 We may transfer (and our obligations and rights under these Terms and Conditions (and any applicable law) shall be enforceable) to a third party (this may happen, for example, if we are acquired by another company). If this occurs you will be informed by Us in writing and your rights under these Terms and Conditions will not be affected and you will continue to be bound by these Terms and Conditions will be transferred to the third party.
- 15.2 You may not transfer (and our obligations and rights under these Terms and Conditions (and any applicable law) shall be enforceable) without Our express written permission.
- 15.3 The Contract is between Us and you. No person or third party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.
- 15.5 No failure or delay in exercising any rights under these Terms and Conditions means that We will not waive any subsequent rights under these Terms and Conditions.

and rights under these Terms and Conditions (and any applicable law) shall be enforceable) to a third party (this may happen, for example, if we are acquired by another company). If this occurs you will be informed by Us in writing and your rights under these Terms and Conditions will not be affected and you will continue to be bound by these Terms and Conditions will be transferred to the third party.

without Our express written permission.

No person or third party will be entitled to enforce any provision of these Terms and Conditions.

and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

of Our rights under these Terms and Conditions means that We will not waive any subsequent rights under these Terms and Conditions.

16. **Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales][Northern Ireland][Scotland].
- 16.2 As a consumer, you are entitled to the benefit of the mandatory provisions of the law in your country of residence. Clause 16.1 above takes away or restricts those provisions.
- 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 contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

and the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

and the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

and the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.