

TENT HIRE TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are intended to be used for the hire of tents to consumer customers by <<insert company/ trading name>>, [if different from company name>>], [if applicable, Sole Trader, Partnership, LLP, Private Limited Company or Limited Liability Partnership] [whose registration number>>] [whose registered address is <<insert registered address>>] and whose main trading address is <<insert main trading address>>]

1. Definitions and Interpretation

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

“Accidental Damage Waiver”

“Business”

“Business Day”

“Consumer”

“Contract”

“Deposit”

“Hire”

“Hire Fees”

“Hire Period”

“Month”

“Order”

for the hire of tents to consumer customers by <<insert trading name if different from company name>>, [if applicable, Sole Trader, Partnership, LLP, Private Limited Company or Limited Liability Partnership] [whose registration number>>] [whose registered address is <<insert registered address>>] and whose main trading address is <<insert main trading address>>]

the context otherwise requires, the following meanings:

explained in Clause 13, for a fee in addition to the main part of the Hire Fees paid by You for any accidental damage to a Tent that may incur charges;

business, trade, craft, or profession or any other person/organisation;

other than a Saturday, Sunday, or Bank Holiday;

“Consumer” as defined by the Consumer Rights Act 2015 and in relation to these Terms and Conditions means an individual customer to whom the Tent is hired for personal use and for purposes other than outside the purposes of any business;

binding agreement for the hire of a Tent from Us, as explained in Clause 3;

payable at the time of Your Order and includes any Security Deposit or Hire Fees that is required to be paid;

of a Tent by You subject to these Terms and Conditions;

sum payable by You for the hire of a Tent, including the Security Deposit or fee for the Accidental Damage Waiver);

the Hire Period, not exceeding 3 months in total, for the hire of a Tent;

calendar month;

for the hire of a Tent, signed by You and accompanied by the set out in Schedule [1][2] with a copy of these Terms and Conditions [attached to the Order or printed on the reverse of that order] and the Security Deposit [if applicable] with that order];

¹wherever these Terms and Conditions refer to a term, it is important to ensure that that term is defined in the tent hire business includes that term or definition.

it in the Order, it is important to ensure that that term is defined in writing before the Order is given to the customer.



“Order Confirmation”

“Premises”

“Price List”

“Regulations”

“Security Deposit”

“Tent”

“We/Us/Our”

“You”

1.2 “writing”, and any similar whether sent by e-mail, [text]

1.3 Each reference the singular where appropriate.

2. Information About Us

2.1 <<insert business name>> [company name>>], is a <<insert registration number>> registered address>> and] v

2.2 [Our VAT number is <<insert

2.3 [We are regulated by <<insert

2.4 [We are a member of <<insert

2.5 [<<Insert further information

and confirmation of Your use 3;

in which You will collect a will return it in accordance

ent at the date of the start

Contracts (Information, Charges) Regulations

under Clause 7 (being Our ent cost) to cover the non- age of a Tent hired to You ccidental Damage Waiver

by Us and hired by You and Conditions. Where hired under an Order, it ch tents;

s name>> [, trading as different from company business type, e.g. Sole Private Limited Company England under number >>] [,whose registered address>> and] ss is <<insert address>>;

a Tent being a Consumer ast 18.

electronic communications means.

the plural and vice versa

ding name if different from Sole Trader, Partnership, n England under number ed address is <<insert ss is <<insert address>>.

n(s) etc.>>.]

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3. **The Contract**

3.1 These Terms and Conditions govern the hire of Tents between Us and You. You must ensure that You have read and understand these Terms and Conditions carefully. If You are unsure about any aspect of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us, including literature, price lists, brochures or other material, is capable of acceptance of an offer of hire comprising the contract for hire of a Tent, unless it may, at our discretion, be deemed to be an offer.

3.3 A Contract (i.e., a legally binding agreement) between Us and You will be created upon Our Order Confirmation, and no other agreement will be binding unless provided in writing in accordance with the provisions provided>>.

3.4 While We use all reasonable endeavours to ensure that a full range of products is kept in stock, availability of a Tent may always be subject to availability.

4. **Tents**

4.1 We shall maintain a standard of care that is generally accepted as a minimum standard in the trade of tent hire to consumers.

4.2 Each Tent will be fitted, inspected, replaced by Us prior to hire. We do not provide any advice or assistance suitable for any particular use in your mind. Accordingly, You must take account of any immaterial defects in accordance with Clause 4.3.

4.3 When a Tent is collected, it must be in good condition and suitable for the purposes and use for which that type is usually supplied. It will be Your responsibility to inspect the Tent any defects or damage, which You consider to be immaterial having regard to the type of Tent usually supplied.

4.4 Each Tent is supplied with instructions. If You are unsure about any aspect of pitching or use, we will be able to provide additional help and advice.

4.5 [Each Tent is supplied with a repairs kit which includes <<insert description of contents of kit>>] OR [for an additional charge of £<<insert sum>>]

OR

[No Tents are supplied with repairs kits.]

Order and the Order Confirmation will form the basis of the Contract and submit an Order to Us, please read these Terms and Conditions carefully. If You are unsure about any aspect of these Terms and Conditions, please ask Us for clarification.

Our offer is limited to, sales and marketing material. Nothing provided by Us constitutes a contractual offer of hire of a Tent unless it may, at our discretion, be deemed to be an offer.

A Contract (i.e., a legally binding agreement) between Us and You will be created upon Our Order Confirmation, and no other agreement will be binding unless provided in writing in accordance with the provisions provided>>.

We use all reasonable endeavours to ensure that a full range of products is kept in stock, availability of a Tent may always be subject to availability.

We shall maintain a standard of care that is generally accepted as a minimum standard in the trade of tent hire to consumers.

Each Tent will be fitted, inspected, replaced by Us prior to hire. We do not provide any advice or assistance suitable for any particular use in your mind. Accordingly, You must take account of any immaterial defects in accordance with Clause 4.3.

When a Tent is collected, it must be in good condition and suitable for the purposes and use for which that type is usually supplied. It will be Your responsibility to inspect the Tent any defects or damage, which You consider to be immaterial having regard to the type of Tent usually supplied.

Each Tent is supplied with instructions. If You are unsure about any aspect of pitching or use, we will be able to provide additional help and advice.

[Each Tent is supplied with a repairs kit which includes <<insert description of contents of kit>>] OR [for an additional charge of £<<insert sum>>]

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5. Your Obligations

During the Hire Period you must ensure that the following rules are followed:

- 5.1 No hire equipment is to be used inside a Tent without Our express permission unless it is supplied by Us;
- 5.2 Smoking is prohibited inside the Tent;
- 5.3 When the Tent is returned and unoccupied it must be left as secure as possible and its doors closed;
- 5.4 In extreme weather conditions such as strong winds extra care must be taken to ensure the Tent is properly and securely fastened down. If additional equipment such as canopies and porches are included in a Tent, these must be properly secured and securely stowed until the extreme weather passes;
- 5.5 <<Insert any other rules required>>.

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6. Hire Period

- 6.1 The Hire Period shall be as chosen in Your Order and confirmed in Our Order Confirmation. The Hire Period shall be the specific dates of the beginning and end of the Hire Period as stated in the Order.
- 6.2 Unless otherwise stated in the Order, the Hire Period begins at the time specified in the Order on the first day which is the first or only day of Hire and ends at the time specified in the Order on whichever is the last day of the Hire Period.
- 6.3 You may extend the Hire Period by contacting Us <<insert preferred methods, e.g. telephone, fax, e-mail, in person etc.>>. The Hire Period shall be extended as We agree when You contact Us to request an extension. An extension may be made for up to <<e.g. 7 days>> subject to availability and any prior reservations made by other customers. We shall endeavour to satisfy Your request for any extension subject to availability of the Tent to You beyond the end of the Hire Period. The charge for each extension to a Hire Period shall be <<insert charge per day or night of Our normal <<insert frequency, e.g. daily etc.>> rate>> of Our normal <<insert frequency, e.g. daily etc.>> rate, plus any applicable VAT, payable by You in addition to the Hire Fees and, unless otherwise stated or otherwise agreed, the extension shall only take effect upon the start of the extension period.

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7. Security Deposit

- 7.1 In addition to the Hire Fees, You must pay a Security Deposit of [£<<insert amount>>] (or the equivalent amount in the Order) by credit or debit card for the full amount of the Security Deposit. We will not release the Tent to You until the Security Deposit has been received in full. We will not release the Tent to You in part if the Tent is not returned or if it is lost, damaged or stolen. The Security Deposit will be returned to You in full, or in part if the Tent is not returned or if it is lost, damaged or stolen, to the extent that in any such case it falls within the scope of the Accidental Damage Waiver. This Clause shall not apply if You have any insurance cover.
- 7.2 At the end of the Hire Period we shall fully inspect the Tent upon its return by You. We shall carry out the cleaning, repair, maintenance or replacement of any damaged equipment. In the event of normal wear and tear, You will receive the Security Deposit in full. In the event that, due to anything other than normal wear and tear, the Tent is damaged or lost, the Security Deposit shall be reduced to the extent of the cost of repair or replacement of the damaged or lost equipment.

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the Hire Period, either replacement or additional maintenance is required, We shall retain the Security Deposit in full. We shall provide You with the reasons for such retention, including all relevant calculations and pricing

8. Fees and Payment

8.1 When you place an Order, you will be required to pay a Deposit of <<insert percentage>> of the Hire Fees to secure your Order. The Deposit amount shall be an estimate of the loss We will incur if You cancel the Contract.

8.2 The Deposit price will be that shown in Our <<insert document, e.g. Order Confirmation>> of Your Order.

8.3 We may, from time to time, offer special prices, discounts and other promotional offers. Such special prices will be valid only for the period advertised. Any Order placed during such a period will be accepted at the special price until after the period has expired.

8.4 The full amount of the Deposit (i.e. the full payment) should be made when You place the Order, before the Hire Period.

8.5 The Deposit shall be calculated by reference to the length of the Hire Period, the current rate of Hire Fees at current at the time of the start of the Hire Period and any applicable charges which may be included in the Hire, as set out in the Order Confirmation.

8.6 Payment of the Deposit, Security Deposit and Accidental Damage Waiver must be made in full at the time the case may be, as set out in the Order, at the time of the start of the Hire Period. Payment may be made by cash, credit or debit card.

8.7 All amounts stated include VAT at <<insert applicable rate current at the relevant time.>>

9. Cancellation

9.1 If You cancel the Contract at a time or date before the beginning of the Hire Period, We shall refund to You, in advance, You may cancel the Contract at any time before the start of the Hire Period without liability to Us for that cancellation. For Orders cancelled:

9.1.1 If You cancel the Contract <<insert period, e.g. 72 hours>> before the start of the Hire Period, We shall refund to You the Hire Fees and other charge payable, and Your Deposit in full;

9.1.2 If You cancel the Contract <<insert period, e.g. 72 hours>> but more than <<insert period, e.g. 72 hours>> before the start of the Hire Period, We will refund to You the Hire Fees and other charge payable, and Your Deposit in full;

9.1.3 If You cancel the Contract <<insert period, e.g. 48 hours>> before the start of the Hire Period, We shall refund to You the Hire Fees and other charge payable, and Your Deposit in full and charge a further <<insert percentage>>% of the total Hire Fees;]

9.1.4 If You cancel the Contract <<insert period, e.g. 48 hours>> but more than <<insert period, e.g. 48 hours>> before the start of the Hire Period begins, We will retain Your Deposit and other charge payable, and Your Hire Fees will also be payable.

9.2 If You cancel the Contract for what We reasonably consider to be exceptional circumstances, We may, in Our discretion reduce or waive the right to any refund. We shall not be bound by any provision of Sub-Clause 9.1 above.

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10. **Collection,**

- 10.1 The Hire Order must specify an insert time, e.g. 10am>> on the date stated in the Order. The Tent will be ready for collection from the Premises at the time of collection. If there is any damage to the Tent or if there is any visible damage to the Tent or it is not as required by these Terms and Conditions, You should inform Us before leaving the Premises. We will use all reasonable endeavours to replace the missing item or part of the Tent if it is damaged or not as required by these Terms and Conditions. If We are unable to replace the missing item or part of the Tent if it is damaged or not as required by these Terms and Conditions, the alternatives We are able to offer are set out in Clause 10.5, You will receive a full refund of any sums paid for the Tent.
- 10.2 You must collect the Tent from the Premises at the start of the Hire Period. You must pay Us the Hire Fee once all payments required under Clause 6 have been received.
- 10.3 We shall make all reasonable endeavours to ensure that the Tent is ready for collection at the start of the Hire Period.
- 10.4 In the event that We are unable to provide the Tent at the start of the Hire Period, We shall endeavour to provide the Tent to You at the earliest possible date at Our discretion. We shall contact You when the Tent is available for collection. The Hire Fee payable by You shall be adjusted accordingly to reflect the actual Hire Period of the Tent.
- 10.5 We shall endeavour to provide consumers with goods that are of satisfactory quality for their purpose, and in accordance with descriptions, and in accordance with pre-contract information provided by Us. If, during the Hire Period, You notice any damage (pre-existing) or fault with the Tent, You should inform Us as soon as is reasonably practicable. We shall use all reasonable endeavours to provide a suitable replacement (or repair, if possible without causing You any inconvenience, or if You would prefer to reject the Tent, we will endeavour to have it repaired). If We are unable to replace or repair the Tent (or if You would prefer to reject the Tent), or if You would prefer to reject the Tent, We shall offer You a refund of the Hire Fee for the unexpired part of the Hire Period. Any refund due to You shall be calculated on a pro-rata basis, and in any event within 14 days of the date on which We agree that You are entitled to a refund. The refund shall be made by the same payment method originally used by You unless You request a different method. For more information on Your rights as a consumer, it is recommended that You contact the Consumer Advice Bureau or Trading Standards Office.
- 10.6 The Hire Order must specify an insert time, e.g. 4:30pm>> on the date stated in the Order. You will incur an excess charge of £<<insert sum>> per hour of late return, e.g. hour>> (this will [not] include hours of late return between <<insert time>> and opening time of <<insert time>>). You must collect the Tent(s) before Our store closes on the day the Hire Period ends. A Tent may be returned early, however We are not responsible for any kind of early returns that do not fall under Clause 10.6.
- 10.7 At the end of the Hire Period, You shall return the Tent to the Premises for any period of extension of Hire agreed by Us in writing. You must return the Tent to the Premises on the relevant day before the time specified in the Hire Order or Sub-Clause 6.2 or the Order.

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10.8 If You charge the Tent by more than <<e.g. 2 hours>> We shall charge You one day's hire at the normal daily rate for that Tent. The provisions of this sub-Clause shall apply daily until the Tent is returned.

11. Use and Care

11.1 You must use the Tent for the normal purposes for which it is intended.

11.2 A Tent must be used in a safe and correct manner and in accordance with any instructions supplied to You.

11.3 You must not remove any labels, signs, or markings from a Tent.

11.4 You must not make any modification or alteration to a Tent beyond that which is necessary for the particular type of Tent in normal use.

11.5 You must not affix anything to the Tent where such affixation is not likely to cause damage to the Tent.

11.6 You must use the Tent with a reasonable level of care and shall ensure that the Tent is reasonably possible it is kept as clean and in the same condition as when collected by You, subject always to a reasonable amount of wear and tear in normal use.

11.7 You must not attempt any repair to a Tent without Our prior written consent. If, without seeking Our consent, we shall have the option of repairing the Tent Ourselves or granting You permission to do so. The cost of such replacement or repairs shall be borne by You, the responsibility being determined by the nature of the repair or repairs (See Clause 14).

11.8 Any replacement or repair under sub-Clause 11.7 shall be replaced free of charge if such replacement is necessitated by nothing more than normal wear and tear. Additional wear or damage may result in You being required to provide a substitute Tent (See Clause 14).

12. Your Responsibility

12.1 You must not allow any other person to have possession of a Tent unless you have given your consent before or during the Hire Period.

12.2 You must ensure that You (or any other person) do not engage in any activity that might give rise to a risk of damage to the Tent or the safety of any other person.

12.3 We do not provide insurance and it is therefore Your responsibility to obtain insurance and if You decide to take out insurance, You should ensure that it is suitable and that You are covered by it for the Hire Period including any extension of it. You should ensure that the insurance should include (without limitation) cover for:

12.3.1 Accidental damage to a Tent where there is no Accidental Damage Waiver that is added to the policy to the extent that such loss, theft or damage is not covered by an Accidental Damage Waiver that is added to the policy.

12.3.2 Damage to a Tent which save where caused by Our negligence or that of our employees, agents or sub-contractors.

12.4 You must read the Terms and Conditions with Your hire of a Tent, You are and will be a tenant under the provisions of Clause 1 above.

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13. **Accidental Insurance**

13.1 We provide insurance cover in relation to Hire of any Tent. However, you may opt to purchase additional cover.

13.1.1 The Accidental Damage Waiver for the Tent [will be automatically added to the Hire unless you request otherwise] OR [can be added to the Hire for an additional fee];

13.1.2 The Accidental Damage Waiver covers any accidental damage to the Tent in Your possession, subject to Sub-Clause 13.1.3;

13.1.3 The Accidental Damage Waiver for the Tent does not cover the following damage to the Tent in Your possession (i.e. during the Hire Period):

• Deliberate or malicious damage to the Tent by You or anyone else during the Hire Period; or that which, in Our opinion, has been caused by You or anyone else during the Hire Period through improper use by You or anyone else during the Hire Period;

• Soiling or staining which We are unable to remove through normal cleaning processes;

• Theft of a Tent; or

• Damage to a Tent which prevents You from returning a Tent by the end of the Hire Period.

13.2 If the Accidental Damage Waiver is included in the Hire, it shall be in addition to a fee [equivalent to, and in addition to, <<e.g. 10>>] (the amount of which will be set out in the Order). Under the Accidental Damage Waiver, we shall, subject to the following, waive our liability for accidental damage to a Tent which may occur during the Hire Period. If damage to a Tent is not covered by the Accidental Damage Waiver because it is malicious or deliberate, or if the Tent is lost or stolen or is due to any soiling or staining which is not covered by the Accidental Damage Waiver under 13.1.3.2 above, the liability for such damage, loss or theft shall lie solely with You and You shall be responsible for all costs of repair or replacement.

13.3 Your insurance policy may provide cover for a Tent. It shall be Your responsibility to ensure that Your insurers are aware of the Hire and Your insurers.

14. **Loss and Damage**

14.1 You shall be required to indemnify Us for, any loss, damage or destruction of a Tent (if and as extended) to the extent that either the loss, damage or destruction is outside of the scope or terms of the Accidental Damage Waiver under Clause 13 or no Accidental Damage Waiver fee is paid for the Hire.

14.2 Any claim under Clause 14 will firstly be taken out of Your Security Deposit. If the sum of the Security Deposit, You will be required to pay the balance of the claim.

14.3 You shall be required to indemnify Us under this Clause 14 or otherwise for any loss, damage or destruction of a Tent to the extent that it falls within the Accidental Damage Waiver under Clause 13 where the fee is paid for Accidental Damage Waiver.

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14.4 You agree to indemnify Us under this Clause 14 or otherwise for any pre-existing or fault in the Tent that is discovered under sub-Clause 14.4 during the Hire Period.

14.5 Full details of the remedies available under this Clause 14 are available on request.

15. **Liability**

15.1 We will not be liable for any personal injury or damage to property which results from the use of the Tent during the Hire Period.

15.2 We shall not be liable for any foreseeable loss or damage that You may suffer as a result of any breach of these Terms and Conditions or other terms of the Contract, unless such loss or damage is the direct and obvious consequence of Our breach or negligence and if it is foreseeable by Us when the Contract is formed. We will not be liable for any loss or damage that is not foreseeable.

15.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for damage caused by Our negligence (including that of Our employees, agents and sub-contractors) or for fraud or fraudulent misrepresentation.

15.4 We do not intend to use the Tent for commercial or business purpose, and We will have no liability for any loss of profit, loss of business, business interruption, or loss of data.

15.5 Nothing in these Terms and Conditions or other provisions of the Contract seeks to exclude or limit Our liability with respect to Your rights as a consumer. You acknowledge that You contact Your local Citizens Advice Bureau for advice on Your legal rights and remedies as a consumer.

15.6 [Subject to the provisions of this Clause 15, Our total liability under these Terms and Conditions and the Contract shall be limited to an amount equal to the value of the Contract, the "value" being for this purpose the Fees and any further fees payable for any services provided under the Contract.]

16. **How We use Your Personal Information (Data Protection)**

We will only use Your Personal Information as set out in Our <<insert document name, e.g. Privacy Notice>> [attached to this Contract] <<insert document name, e.g. Privacy Notice>> [copy attached].

17. **Termination**

17.1 We shall terminate the Hire Period and the Contract in the event that:

17.1.1 You breach these Terms and Conditions;

17.1.2 Your personal belongings confiscated in order to satisfy a legal obligation;

17.1.3 You are the subject of a court order made against You.

17.2 In the event of any of the above reasons:

17.2.1 All amounts payable under the Contract shall become due and payable immediately and

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17.2. You have an immediate right to request the immediate return of the Tent and may charge You for any costs incurred in such repossession.

18. **Events Outside Our Control (Force Majeure)**

18.1 We shall not be liable for any failure or delay in performing Our obligations under the Contract if such failure or delay results from any cause that is beyond Our control. Such causes include, but are not limited to: power failure, fire, strikes, lock-outs or other industrial action by us or our suppliers, or civil unrest, fire, explosion, flood, storms, acts of terrorism (threatened or actual), acts of war (declared, threatened, actual or preparations for war), pandemic, epidemic, pestilence, or any other similar or dissimilar event that is beyond Our control.

18.2 If any event outside of Our control under Sub-Clause 18.1 occurs that is likely to adversely affect the performance of any of Our obligations under these Terms and Conditions, We shall:

18.2.1 suspend the performance of Our obligations as soon as is reasonably possible; and

18.2.2 reschedule the performance of Our obligations when the event outside of Our control is over and subject to availability, at new dates, times or availability as necessary;

18.3 If the event outside of Our control continues for more than <<insert time period>>, You may cancel the Contract and inform Us of the cancellation in writing.

18.4 If an event outside of Our control continues for more than <<insert time period>>, You may cancel the Contract, You may do so by informing us in writing.

18.5 If the event outside of Our control continues for more than <<insert time period>> under this Clause 18 before the Hire Period begins, any sums that you have paid to Us will be refunded in full. Other Terms and Conditions regarding the retention of sums paid shall apply.

19. **Communications**

You may contact Us at [insert name of] Our branch[es], by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by pre-paid post at <<insert company name>>, <<insert address>>.

20. **Complaints**

20.1 We are committed to listening to feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Our customers' experience is as positive as possible, we welcome the opportunity to resolve any complaints.

20.2 All complaints should be made in accordance with Our complaints handling policy available at <<insert location(s)>>.

20.3 If You have a complaint about any aspect of Your dealings with Us, including, but not limited to, Our Terms and Conditions, the Order, Order Confirmation, or any other aspect of the Contract, please contact Us in one of the following ways:

20.3.1 by email to <<insert name and/or position and/or email address>>;]

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20.3. [and to <<insert name and/or position and/or email address>>];]

20.3. form, following the instructions included with the

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

21. Regulations

We are required by law to ensure that certain information is given or made available to You as a Consumer to make the Contract except where that information is already apparent from the transaction. We have included the information in the Order for You to see now, or We will make it available to You before We provide the Order to You. All of that information will, as a Consumer, be part of the terms of Our Contract with You as a Consumer.

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22. Information

As required by the Financial Conduct Authority, the information provided in Clause 21; and We give to You about hiring a Tent which You take into account when deciding to hire a Tent or when making any other decision will be part of the Contract (i.e., Our contract with You) as a Consumer.

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23. Other Impo

23.1 We may have obligations and rights under these Terms and Conditions (as applicable) to a third party (this may happen if we sell Our business). If this occurs, We will inform You. Our Terms and Conditions will not be affected and the Contract will be who will remain bound by them.

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23.2 You may not assign Your obligations and rights under these Terms and Conditions without Our express written permission.

23.3 The Contract is made between You and Us. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce the Terms and Conditions or of the Contract.

23.4 If any provision of these Terms and Conditions or the Contract are found to be invalid or otherwise unenforceable by any court or other authority, that provision(s) shall be deemed severed from the Terms and Conditions and the Contract. The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.

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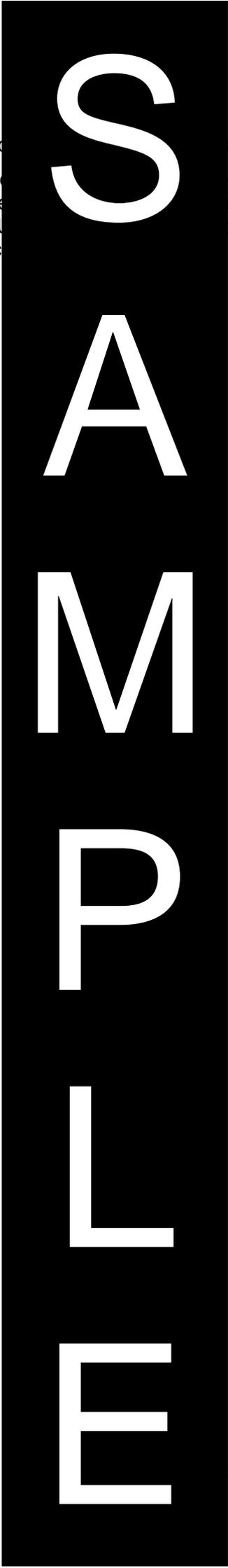
24. Governing L

24.1 These Terms and Conditions (and the Contract, and the relationship between You and Us) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

24.2 As a result of this Contract, nothing in Sub-Clause 24.1 above takes away or

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or otherwise) shall be subject to the jurisdiction of
Scotland, or Northern Ireland, as determined by

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