SAMPLE

**BACKGROUND:**

These Terms for Sellers, all other documents referred to herein, set out the terms u rs") participate in Auctions on Our Site. Please read these Te y and ensure that you understand them before participating in required to read and accept these Terms for Sellers when Seller is required to read and accept>>. If you do not a d be bound by these Terms for Sellers, you will not be ab ons on Our Site. These Terms for Sellers, as well as any and nglish language only.

**1. Definitions and Interpreta**

1.1 In these Terms for S xt otherwise requires, the following expressions have th

| | |
|---|---|
| **"Account"** | nt required to access and/or use Our Site; |
| **"Auction"** | n that takes place on Our Site; |
| **"Bidder"** | o bids on an item in an Auction; |
| **"Business"** | acting for purposes relating to e, business, craft, or profession, ersonally or through another the trader's behalf" (that is, as a l in The Consumer Contracts cellation and Additional tions 2013); |
| **"Content"** | ll text, images, audio, video, tware, databases, and any other n capable of being stored on a pears on, or forms part of, Our |
| **"Listing"** | n Our Site advertising an item for n; |
| **["Listing Fee"** | able for submitting and/or g;] |
| **"Our Site"** | te, <<insert website address>>; |
| **"Payment Service"** | ent service provided by <<insert rty Payment Service Provider>>; |
| **"Payment Service Accou** | nt for the holding of funds of the Payment Service and he Third Party Payment Service |
| **"Seller"** | o offers an item for sale in an |

**"Third Party Payment Se** usiness name>> **[**, a limited
**Provider"** ed in England under company
company number>>, whose
s is <<insert address>>, whose
ess is**] OR [**of**]** <<insert
hose website is <<insert

**"Transaction Fee"** age fee applied to each sale
Auction;

**"User"** Our Site;

**"User Content"** nt added to Our Site by a User;

**"We/Us/Our"** usiness name>> **[**, a limited
ed in England under company
company number>>, whose
s is <<insert address>>, and
ng address is**] OR [**of**]** <<insert

## 2. Information About Us

2.1 Our Site is **[**owned sert business name>> **[**, a limited company registere npany number <<insert company number>>, whose r nsert address>> and whose main trading address is**]** >>.

2.2 **[**Our VAT number is >.**]**

2.3 **[**We are regulated b gulator(s)>>.**]**

2.4 **[**We are a member ssociation(s) etc.>>.**]**

2.5 **[**<<insert further inf

## 3. Access to and Use of Ou

3.1 Access to Our Site

3.2 It is your responsib arrangements necessary in order to access Our Site.

3.3 Access to Our Site n an "as available" basis. We use all reasonable end Our Site is available and fully functional at all tim lter, suspend, or discontinue Our Site (or any part of out notice. If Our Site (or any part thereof) is made u an Auction in which you are the Seller, where reaso tical, We will **[**extend the Auction accordingly**] OR [**re <insert description of what will be done>>**]**. Subject t e remainder of these Terms for Sellers, We will not ou in any way if Our Site (or any part of it) is unavaila ny period.

3.4 Use of Our Site is ns of Use and Terms for Bidders. Please ensure that arefully and that you understand them.

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## 4. Age Restrictions

You may only participate in least <<insert age>> years of age.

## 5. Auctions

5.1 Our Site is provide venue for Bidders and Sellers to participate in Aucti rty to any transactions or other relationships betwe s. You hereby acknowledge and agree that:

5.1.1 Bidders are om Us and are not entering into a contract wit s purchase is from you, and their contract is w

5.1.2 We will not e between you and any Bidder or another Sel made directly against the party concerned;

5.1.3 We do not any items that you advertise in Listings. We ny way responsible for any items advertised o of any Listings; and

5.1.4 While you a th these Terms for Sellers, which include pro tant matters such as payment methods, pr very methods, We recognise that all Sellers not accept the same payment methods, pr the same time frame, or offer the same delive

5.2 Once an Auction h a pre-determined period of time. You may end the A the end of that period without any obligation to any Bi ligation to pay a Transaction Fee. **[**Listing Fees remai e refunded.**]**

5.3 The starting price c ed at any time, including once an Auction has begun, has placed a bid. Prices cannot be changed once a bid all bids are withdrawn).

5.4 A Bidder may witho Auction at any point up until the Auction reaches the d and stated duration.

5.5 <<Insert further pro ns as required>>.

## 6. What Can and Cannot be Our Site

6.1 The following are pe ur Site:

6.1.1 <<insert a lis rmitted to sell in Auctions, defining things clearl here necessary>>.

6.2 The following are n n Our Site:

6.2.1 <<insert a l not permitted to sell in Auctions, defining thin ations where necessary>>.

6.3 We reserve the righ hat breaches the provisions of this Clause 6. **[**If We d sting Fees are non-refundable.**]** In addition, We may a e your Account. All sums due will

remain due and pa ny suspension or termination for any reason.

## 7. Descriptions Policy

When advertising an item f s important that all descriptions of items are truthful and a visual representations are true representations of what yo s reasonably possible). You agree that all Listings submitted b e following:

7.1 if an item is not new d as such;

7.2 if an item is used, t e as much detail as is reasonably possible about the a ion, and any damage or defects;

7.3 **[**if an item is not en purchased from, or otherwise supplied by, anothe escribed as such;**]**

7.4 **[**you may only des g made by you if that is truly the case. If any other p ting must state and describe their involvement;**]**

7.5 photographs must lling and not stock photographs, photographs from s, drawings, renderings, or other representations;

7.6 **[**your Listing must i ere it is possible to calculate them in advance, or reas ackets**]** where it is not possible to calculate them in ad

7.7 you must not use a s to other parties in your Listings without their expres r to Clause 8 for more information on intellectual prope

7.8 your Listing must no ations from which your item can be purchased, thereby n Fees;

7.9 you may not mater fter an Auction has ended where such alterations res scription of an item or to its price.

## 8. Intellectual Property Righ

8.1 The provisions of of Use apply to all User Content submitted to Our Si User Content in Listings.

8.2 Sellers must, at al ellectual property rights of others (including, but not ers) using Our Site. Under no circumstances may operty belonging to another party without that party's

8.3 If you feel that ano are another Seller or a Bidder or otherwise) has infri roperty rights in any way, please contact Us at <<ins

8.4 If another party c ou of infringing their intellectual property rights:

8.4.1 We will cont he complaint;

8.4.2 We may rem at is the subject of the complaint;

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8.4.3 if you have complaint, or wish to challenge it, you must co arty. We will not be a party to any dispute cond rty and cannot assist in resolving such dispute

8.4.4 you are free ntent in question if the complaint is resolved an on of the complaining party to do so (where n neither permit nor deny such resubmissio y to the dispute.

**9. Seller Rules and Accepta**

9.1 When using Our Sit participating an Auction, you must do so lawfully, fairly omplies with the provisions of this Clause 9. Specifica

9.1.1 you must e fully with all local, national, or international (including but not limited to those which may a ish to sell);

9.1.2 you must n way, or for any purpose, that is unlawful or f

9.1.3 you must no ngly send, upload, or in any other way transmi form of virus or other malware, or any other c rsely affect computer hardware, software, or

9.1.4 you must n way, or for any purpose, that is intended to h ons in any way;

9.1.5 you must al honest information about yourself and any and lling on Our Site;

9.1.6 you must no delivery to winning Bidders;

9.1.7 you must n ity intended to avoid paying the applicable T

9.1.8 you must no idding manipulation; and

9.1.9 you must no ls provided by a Bidder except for the purpose ons under these Terms for Sellers.

9.2 When using Our Si anything (including, but not limited to, material in a List hing that:

9.2.1 is sexually e

9.2.2 is obscene, teful, or otherwise inflammatory;

9.2.3 promotes vio

9.2.4 promotes or lawful activity;

9.2.5 discriminate way defamatory of, any person, group, or cla der; religion; nationality; disability; sexual orien

9.2.6 is intended threaten, harass, annoy, alarm, inconvenien another person;

9.2.7 is calculated deceive;

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9.2.8 is intended infringe (or threaten to infringe) another pers otherwise uses their personal data in a way tha to;

9.2.9 misleadingly n or otherwise misrepresents your identity or a s calculated to deceive (obvious parodies are definition provided that they do not fall within an of this sub-Clause 9.2);

9.2.10 implies any f where none exists;

9.2.11 infringes, or ment of, the intellectual property rights (includ pyright, trade marks, patents, and database rig r

9.2.12 is in breach to a third party including, but not limited to, co es of confidence.

9.3 We reserve the righ te your access to Our Site and/or your ability to partic materially breach the provisions of this Clause 9 or any of these Terms for Sellers. Further actions We may tak ited to:

9.3.1 removing yo e;

9.3.2 issuing you

9.3.3 legal proce reimbursement of any and all relevant cos ach on an indemnity basis;

9.3.4 further legal propriate;

9.3.5 disclosing su nforcement authorities as required or as We de y; and/or

9.3.6 any other ac easonably necessary, appropriate, and lawful.

9.4 We hereby exclude ng out of any actions that We may take in response to s for Sellers.

## 10. [Listing Fees and] Transa

10.1 **[**Listing Fees of £< g are charged when submitting a new Listing **[**and w g Listing if an item has not sold in an Auction**].]**

10.2 **[**Listing Fees are p an Auction results in a sale and cannot be refunded Auction early.**]**

10.3 A Transaction Fee % of the winning bid for each item sold will apply to e ees are calculated based only on the final price of an ums such as delivery charges.

10.4 Any and all actions payment of any fees described in these Terms for Se limited to those described in sub-Clauses 7.8 and 9.1 .

## 11. Payment Service

11.1 All Payments on Ou the Payment Service provided by <<insert name of T rvice Provider>>, Our Third Party

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Payment Service Pr

11.2 Your use of the Pa an account with the Third Party Payment Service P ct to its own terms and conditions and privacy policy. read and accept those terms and conditions and priva ayments from Bidders.

11.3 By using the Paym wledge and agree to Us sharing your personal infor n about your transactions on Our Site with the Third P ovider.

11.4 The Payment Servi g payment methods:

11.4.1 <<insert a l s accepted through the Payment Service>>.

11.5 If We receive notice ayment Service Provider that your use of Our Site or in breach of their terms or of any agreement betwee ay take actions including, but not limited to, those ne each, removing your ability to use the Payment Servi ayments on Our Site, and/or the suspension or termi n Our Site.

11.6 The Third Party Pay eserves the right to refuse the use of the Payment Ser ason, and at any time.

## 12. Payments from Winning

12.1 All payments are p ment Service described above in Clause 11.

12.2 You may choose to o pay you using some or all of the payment methods li e 11.4.

12.3 When the winning their payment will [be credited to your Payment Se e transferred directly into your designated bank ac riod>>.

12.4 If the winning Bidd ay cancel the transaction. Please refer to Clause 18 f ur cancellation rights.

12.5 We will not make a tails (including, but not limited to, card numbers, bank sort codes) available to you at any time, or for any rea are held securely and shared only with Our Third Party der.

## 13. Payments to Us

13.1 We will send you a nvoice by email <<insert time, e.g. at the beginning of any and all amounts paid to Us over the month si ment in addition to any and all amounts due to U ices can also be viewed in your Account <<insert lin

13.2 Any and all sums d ithin <<insert period>> of the date of Our invoice.

13.3 All sums due must y set-off, counterclaim, deduction, or withholding (exce or withholding of tax is required by law).

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13.4 We accept the follo

13.4.1 <<insert a lis ccepted>>.

13.5 If you do not make Us on time, We will suspend any Listings you have o Auctions currently underway) and may, in addition, su Account. All sums due will remain due and payable spension or termination for any reason.

13.6 If you believe that V incorrect amount, please contact Us at <<insert em as reasonably possible to let Us know.

## 14. Taxes

14.1 It is your responsibi plicable taxes on any sales made through Our Site.

14.2 Where any tax, for art of the price of any item on Our Site, the tax must b the item.

14.3 Value added tax (" to winning Bidders on purchases and to Sellers on fe

14.4 If you are VAT regi uired to charge VAT on the items that you sell on Our

14.5 For further informati es in your location, please contact your local tax autho

## 15. Delivery

15.1 You must dispatch asonably possible upon receipt of payment from a w ause 12, taking into account the nature of the item i ion time. Unless your Listing has stated otherwise, c idder has agreed otherwise, you must dispatch items r days after the date on which the Auction ends.

15.2 You must ensure th o the correct address provided by the winning Bidder. o ensure that the address that you use exactly matche inning Bidder. If items dispatched do not reach the w incorrect address provided by the winning Bidder, it is ot yours.

15.3 You are free to d harges for your items; however, delivery charges m excessive, and must genuinely reflect the actual co e item in question to the winning Bidder.

15.4 You must provide m address <<state where this information should b

15.5 You are responsibl winning Bidders upon receipt of payment. You may , arrange with the winning Bidder for them to collect t r delivery service **[**of your choice**]** **OR [**agreed betwee dder**]**.

15.6 It is strongly recom proof of postage or dispatch when

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dispatching items. rtant in the event that a winning Bidder does not rec

15.7 Once an item has b ing Bidder, you must inform them. **[**Our Site enables y cribe method of notifying winning Bidder of shipment ibe an item as dispatched until it actually has been.

15.8 **[**Our Site allows yo rmation obtained from a postal or delivery service wit sharing such information, you are giving Us your perm e it to provide Our service, and to share it with the win

15.9 You must comply w shipping and customs regulations when delivering iter is your responsibility to check, be aware of, understan ch regulations.

**16. Consumers' Rights to Ca**

16.1 If you are selling as dders who are consumers (that is, not Businesses) ba ion may be entitled to a "cooling-off" period within wh ir contract with you and return an item for any reason g-off period ends 14 calendar days after the day on wh (or someone nominated by them) receives the item.

16.2 The cooling-off peri following circumstances:

16.2.1 If you are se al; or

16.2.2 If the item i ygiene reasons, and the winning Bidder has u ceiving it; or

16.2.3 If the item c or video recordings (e.g. CD or DVD) or se e, and the winning Bidder has unsealed the r

16.2.4 **[**If the item i as been downloaded or otherwise accessed by

16.2.5 If the item is kly, for example flowers or food; or

16.2.6 **[**If the item or made-to-order for the winning Bidder; or**]**

16.2.7 If the item ha d with another item or other items (according to inning Bidder has received it.

16.3 If a winning Bidder ancel during the cooling-off period, they must inform yo he cooling-off period. The winning Bidder may do so in vever for convenience We provide a cancellation and e <<insert link>>. Cancellation by email or by post is n which the winning Bidder sends you their message cooling-off period lasts for whole calendar days. If, fo idder sends you an email or letter by 23:59:59 on the off period, their cancellation will be valid and must be a

16.4 Items must be ret inning Bidder no more than 14 calendar days after form you that they wish to cancel. The winning Bidder e costs of returning items to you if

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they cancel under th

16.5 When a winning Bid oling-off period, you must issue a refund within 14 cal ng:

16.5.1 The day on m back; or

16.5.2 The day on informs you (supplying evidence) that they ha this is earlier than the day under sub-Clause

16.5.3 If you have em, the day on which the winning Bidder inform cancel.

16.6 You may make cer rom refunds under this Clause 16 as follows:

16.6.1 You may rec inished value in an item resulting from the win handling of it (e.g. handling going beyond that d in a shop); and/or

16.6.2 You are only urse standard delivery charges. If a winning Bi ium delivery method, you are only required to r uivalent of standard delivery.

## 17. Problems with Transactio s

17.1 If you are selling as at you sell must be of satisfactory quality, fit for purp ccordance with any pre-contract information that yo nd that matches any samples or models that you ha ess you have made those buyers aware of any differe as a private individual, the items that you sell must o

17.2 If an item does not ments outlined in sub-Clause 17.1, the winning Bidder n as reasonably possible to inform you of the problem ure of the problem, the following remedies will be ava der:

17.2.1 Beginning o g Bidder receives the item, [if the item is good s a 30 calendar day right to reject it and to rece s not conform.

17.2.2 If the winnin o reject the item, if the 30 calendar day rejectio , or if it has expired, the winning Bidder may cement. You must bear the costs and must ca acement within a reasonable time and without e to the winning Bidder. If either a repair or a r or disproportionately difficult, you may offer th ernative option (i.e. a replacement instead of a a full refund. If the winning Bidder requests a r ring the 30 calendar day rejection period, that d while you carry out the repair or replacement he day that the winning Bidder receives the item. If less than 7 calendar days remain out o l be extended to 7 calendar days.

17.2.3 If, after a re item still does not conform (or if you cannot described above, or if you have failed to a le time or without significant

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inconvenien , the winning Bidder may have the right to keep rice, or to reject it in exchange for a refund.

17.3 If the winning Bidde nt to reject the item more than six months after receivi y refund to reflect the use that the winning Bidder has

17.4 Please note that wi eligible to claim under this Clause 17 in the following c

17.4.1 you provide amage, or other problems with the item in your nning Bidder purchases it and it is because of ue(s) that the winning Bidder subsequentl m;

17.4.2 the winning he item for an unsuitable purpose that is neith own to you and the problem has resulted fron e of the item for that purpose; or

17.4.3 the problem ear and tear, misuse, or intentional or careless c e winning Bidder.

17.4.4 We provide s form on Our Site <<insert link>> to use when ts of returning items to you should be covered b winning Bidder where necessary.

17.5 Refunds (whether reductions in price) under this Clause 17 must be lar days of the day on which you agree that the winni refund.

17.6 Any and all refunds ust include all delivery costs paid by the winning Bidd riginally purchased on completion of the Auction.

17.7 Further information obtained from your local Citizens Advice Bureau or T

**18. Further Transaction Canc**

18.1 Transactions can issuing, where applicable, a full refund of any su ivery charges) in the following circumstances:

18.1.1 You and th mutually agreed to cancel the transaction b hed;

18.1.2 You and th mutually agreed to cancel the transaction f winning Bidder of the item and the winning Bidd to you;

18.1.3 The winning

18.1.4 **[**You have c o the winning Bidder.**]**

18.2 Refunds must be m d>> of:

18.2.1 the date on ing Bidder agree the cancellation, under sub-C ; or

18.2.2 **[**the date c e winning Bidder that you are cancelling th -Clause 18.1.4.**]**

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**19. Your Account Cancellatio**

19.1 You may close you ur agreement with Us by <<insert details of how to ca nt>>.

19.2 Any outstanding su Us (including, but not limited to, **[**Listing Fees and**]** emain payable by the original due date and your Acco sed until all sums due to Us have been paid.

19.3 If you have any acti when you close your Account and cancel your agreem (s) will be removed from Our Site and the Auction(s) u will remain bound to deliver any items to winning Bi have completed, where the items have not yet been t of payment from those winning Bidders. The rights your obligations to them described in these Terms for by your closure and cancellation. Your Account will ntil all pending transactions are complete.

19.4 If We have done so be entitled to cancel and receive a refund of certain at have not been provided to you. You may also be e . This may apply in the following circumstances:

19.4.1 We have bre Sellers in a material way and fail to remedy the eriod>> of you asking Us to do so in writing; or

19.4.2 We go into ceiver or administrator appointed over Our ass

19.4.3 We change erms for Sellers to your material disadvantag

19.4.4 We are adv vent outside of Our control **[**that continues fo period>>**]** (as under sub-Clause 21.2.5).

**20. Our Liability to You**

20.1 As stated in Clau party to any transactions, other relationships, or dis nd Sellers.

20.2 We will be responsi oss or damage that you may suffer as a result of Our for Sellers or as a result of Our negligence.

20.3 Subject to sub-Clau xtent permissible by law, We will not be liable to yo loss of business, interruption to business, or for any nity.

20.4 Nothing in these T o limit or exclude Our liability for death or personal negligence (including that of Our employees, agent ; or for fraud or fraudulent misrepresentation.

20.5 Nothing in these Te limit or exclude consumers' legal rights. For more de l rights, please refer to your local

Citizens Advice Bur s Office.

**21. Events Outside of Our Co**

21.1 We will not be liabl y in performing Our obligations to you where that fail m any cause that is beyond Our reasonable control. ut are not limited to: power failure, internet service pro ction by third parties, civil unrest, fire, explosion, flood subsidence, acts of terrorism, acts of war, government ther natural disaster, or any other event that is beyond

21.2 If any event describ 1 occurs that is likely to adversely affect Our performa ions to you:

21.2.1 We will infor onably possible;

21.2.2 Our obligatio for Sellers will be suspended and any time limi d by will be extended accordingly;

21.2.3 We will infor outside of Our control is over and provide deta mes, or availability of services as necessary;

21.2.4 If the event continues for more than <<insert period>> We at you may take>>;

21.2.5 If the event curs [and continues for more than <<insert per exercise your right to cancel under sub-Clause y <<insert details of how to cancel and close a ld prefer to contact Us directly to cancel, plea ils:

Telephone: er>>

Email: <<ins

Post: <<inse

Any refunds t of your cancellation under sub-Clause 21.2 s soon as is reasonably possible and in any e lendar days after your Account is cancelled.

**22. Communication and Con**

22.1 If you wish to con uestions or complaints, you may contact Us by telep ne number>>, by email at <<insert email address>>, o ess>>.

22.2 For matters relating ut not limited to, these Terms for Sellers, Auctions, t d other Sellers, please contact Us by telephone at << er>>, by email at <<insert email address>>, or by po .

22.3 For matters relatin ase contact Us by telephone at <<insert telephone <<insert email address>>, or by post at <<insert ado levant Clauses above.

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## 23. Data Protection

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

23.2 For complete detai 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 ivacy Policy>> **[**and Cookie Policy <<insert link to Coo

23.3 As a Seller, you and process Bidders' personal information in the ns (for example, names, email addresses, and pos st have your own privacy policy in place to govern you and holding of Bidders' personal data.**]** Sellers are, t d data controllers under the GDPR and you will be re with your legal obligations and protecting Bidders' You must only use the personal data of other Use idders or Sellers) to the extent necessary to com communicate about a specific transaction, to com d/or to respond to messages from them. You may not g list, use their data for marketing, or retain any payme use another User's personal data for additional purpo

23.4 If a Seller and Us data controllers of any Bidders' personal data, and or otherwise incur any expense because of somethi Bidder's personal data, you agree to indemnify Us fo d by Us in connection with your actions in respect o ther details of the requirements of the GDPR can be o tion Commissioner's Office.

## 24. Other Important Terms

24.1 We may transfer ( and rights under these Terms for Sellers to a third n, for example, if We sell Our business). If this c ned by Us in writing. Your rights under these Terms ffected and Our obligations under these Terms for Se to the third party who will remain bound by them.

24.2 You may not transf ons and rights under these Terms for Sellers without C ssion.

24.3 If any of the provis Sellers are found to be unlawful, invalid or otherwise urt or other authority, that / those provision(s) shall b the remainder of these Terms for Sellers. The rem for Sellers shall be valid and enforceable.

24.4 No failure or delay f Our rights under these Terms for Sellers means that right, and no waiver by Us of a breach of any provi Sellers means that We will waive any subsequent bre ther provision.

24.5 We may revise the rom time to time in response to changes in relevant y requirements. If any changes to

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these Terms for Se disadvantage, you may cancel as set out in sub-Claus

## 25. Law and Jurisdiction

25.1 These Terms and elationship between you and Us (whether contractua e governed by, and construed in accordance with the s] [Northern Ireland] [Scotland].

25.2 If you are a consur n any mandatory provisions of the law in your country in Sub-Clause 25.1 above takes away or reduces yo o rely on those provisions.

25.3 If you are a cons ntroversy, proceedings or claim between you and Terms and Conditions, or the relationship betwee contractual or otherwise) shall be subject to the juri of England, Wales, Scotland, or Northern Ireland, as dency.

25.4 If you are a busine ning these Terms and Conditions, the relationship be any matters arising therefrom or associated therewit otherwise) shall be subject to the [non] exclusive jur of [England & Wales] [Northern Ireland] [Scotland].

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